# LEASE AGREEMENT

between

## **CITY AND COUNTY OF DENVER**

and

# **REGIONAL TRANSPORTATION DISTRICT**

for

### **DENVER INTERNATIONAL AIRPORT PROPERTY**

#### LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the date indicated on the City signature page below, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado ("<u>City</u>"), on behalf of its Department of Aviation ("<u>Aviation</u>"), and the **REGIONAL TRANSPORTATION** DISTRICT, a statutory political subdivision of the State of Colorado, with its principal address at 1600 Blake Street, Denver, CO 80202 ("<u>RTD</u>"), each a "Party" and together "Parties."

WHEREAS, the City, through Aviation, owns and operates Denver International Airport ("<u>Airport</u>") located in the City and County of Denver, Colorado, and RTD desires to lease certain Aviation Property from Aviation; and

WHEREAS, the City and RTD applied for and received approval from the Federal Aviation Administration ("FAA") to enter into a lease for Aviation Property subject to the terms set forth in the letter to Aviation from the FAA dated January 20, 2010, attached hereto as Exhibit B; and

WHEREAS, the City and RTD have entered into an Intergovernmental Agreement for FasTracks East Corridor/Denver International Airport dated March 16, 2010, as amended May 9, 2012, and May 26, 2015 (collectively the "<u>IGA</u>"), which specifies that "RTD shall provide to Aviation for review and approval a legal description reflecting the real property located on property owned and/or managed by Aviation that will be necessary for the operation and maintenance of the Project, as defined below. Aviation agrees to lease to RTD the property agreed upon;" and

WHEREAS, the City has determined that in the exercise of its lawful functions, to comply with the terms of the IGA, and to serve better the Airport's passengers and employees, it is desirable and appropriate that a Commuter Rail Line operate on Aviation Property between I-70 and the Jeppesen Terminal of Denver International Airport, for the benefit of the Airport's passengers, employees, and the general public, as provided in this Lease; and

WHEREAS, the City and RTD intend to bind themselves to perform all the terms and conditions of this Lease; and

WHEREAS, RTD and Aviation have entered into an "Operation and Maintenance Agreement" of approximately equal date with this Lease ("O&M Agreement," Denver Contract No. 201626854-00) that supplements and is intended to be read in accordance with this Lease;

**NOW THEREFORE**, the City, for the Term specified below and for and in consideration of the terms and conditions stated in this Lease, hereby demises and leases to RTD, and RTD agrees to take and does hereby take from the City, the Leased Premises, as such premises may be developed and operated, all upon and subject to the following express terms, provisions, and conditions as follows:

### SECTION 1 GENERAL

**1.1 CONSIDERATION**. The Parties enter into this Lease for and in consideration of payments by RTD as herein provided and for the performance and observance by the Parties of the covenants and agreements stated in this Lease.

**1.2 INCORPORATION OF ATTACHED EXHIBITS**. The following Exhibits attached to this Lease shall be deemed incorporated into this Lease by reference and are hereby made a part of this Agreement:

- **Exhibit A:** Legal Description and Depiction of Leased Premises, including the depiction of the Leased Premises within the Terminal Station Space on page 190B of **Exhibit A** and the depiction of Project underpass under Peña Boulevard on page 190C of **Exhibit A**.
- **Exhibit B:** FAA Letter of January 20, 2010 (authorizing lease)
- Exhibit C: Agreements Affecting RTD Leasehold Property

**1.3 COORDINATION WITH IGA**. Unless otherwise specified in this Lease, terms that are not defined herein shall have the same meaning as given to such terms in the IGA, and such definitions of terms shall survive the expiration of the IGA. The terms of this Lease shall not take precedence over or alter terms set forth in the IGA unless the City and RTD mutually agree by separate written amendment to the IGA. In the event the Lease is silent on any issue, the Parties shall look to the terms of the IGA for guidance.

**1.4 RELATIONSHIP TO O&M AGREEMENT.** The Parties intend that the O&M Agreement and this Lease shall be in read in conjunction. However, to the extent there are inconsistencies between this Lease and the O&M Agreement when reading the Lease, the terms of the Lease shall control.

#### SECTION 2 DEFINITIONS

2.1 AIRPORT LAYOUT PLAN OR ALP. "Airport Layout Plan" or "ALP" shall mean the most current version of the FAA approved layout plan for Denver International Airport. The ALP is updated regularly, and the most current available version of the ALP shall be used to inform actions taken under this Lease during the Term.

**2.2 AIRPORT MASTER PLAN**. "Airport Master Plan" shall mean the current approved master plan for development of Denver International Airport.

**2.3 CEO**. "CEO" shall mean the Chief Executive Officer of the City's Department of Aviation, and is the same person referred to as the "Manager of Aviation" in the IGA and other documents related to the Project.

**2.4 CONCESSION AGREEMENT.** "Concession Agreement" shall mean the Concession and Lease Agreement dated as of July 9, 2010 (as amended, supplemented and otherwise modified) between RTD and Concessionaire.

**2.5 DIA ENVIRONMENTAL GUIDELINES**. "DIA Environmental Guidelines" shall mean those portions of the environmental standards and criteria established for non-aviation tenant development and operations at the Airport, as they may hereafter be reasonably amended and to the extent they apply to this Project.

2.6 **EFFECTIVE DATE**. "Effective Date" of this Lease shall mean April 15, 2016.

**2.7** FAA. "FAA" shall mean the United States Federal Aviation Administration, which has regulatory jurisdiction regarding the use and development of airport properties.

**2.8 FAA AUTHORIZATION LETTER.** "FAA Authorization Letter" shall mean the letter from the FAA dated January 20, 2010, and attached to this Lease as **Exhibit B**.

**2.9 LEASE IMPROVEMENTS.** "Lease Improvements" shall mean improvements that are constructed by or for RTD within the Leased Premises for the operation of the Project and uses authorized by this Lease.

2.10 LEASED PREMISES. "Leased Premises" shall mean the real property and air space located on and above land owned and managed by Aviation identified in Exhibit A which includes the areas within the Terminal Station Space more specifically identified on page 190B of Exhibit A. Exhibit A depicts the ground Leased Premises in yellow, aerial Leased Premises in yellow with additional crosshatching and shared space in blue shading. For clarification, the real property occupied by bridge piers located under aerial rights are specifically included as part of the ground Leased Premises.

**2.11 PROJECT**. "Project" shall mean construction and operation of that portion of RTD's CRT System that will be located on Aviation Property and adjacent rights of way from approximately I-70 and Peña Boulevard north to the terminus at the Airport's Jeppesen Terminal, as shown on **Exhibit A**.

**2.12 RENT**. "Rent" shall mean the compensation that may be payable to the City under the terms of the Lease as set forth in Section 5 herein.

**2.13 RTD EMPLOYEES.** References to RTD's employees shall mean RTD's employees and the employees of RTD's agents, contractors, and subcontractors.

2.14 RTD'S EQUIPMENT. "RTD's Equipment" shall mean all track, train control, communications, fare system and overhead contact system equipment, signs, furnishings, and

personal property and facilities installed or used by RTD, Concessionaire or any Subtenant in the operation of the Project.

**2.15 TERM.** "Term" shall mean the duration of the Lease as set forth in Section 4 herein.

**2.16 TERMINAL STATION SPACE.** "Terminal Station Space" shall mean the premises within the Jeppesen Terminal as generally depicted on **page 190B** of **Exhibit A**.

#### SECTION 3 LEASE OF PREMISES

3.1 LEASE RIGHTS GRANTED; USE OF PROPERTY. Except for the reservations and limitations stated below, City grants to RTD the exclusive right to construct upon, occupy, and use the Leased Premises for the purposes of RTD's transportation operations. The Leased Premises shall be utilized for no other purposes unless agreed to in writing by RTD and Aviation such other use is consistent with and subject to all of the terms and provisions of this Lease and the reservations and City exceptions below. City represents and warrants that it is has the rights to make such grant of the Leased Premises to RTD and shall warrant and defend RTD in its enjoyment and peaceful possession of the Leased Premises during the Term and any renewals thereof.

A. In addition to the above rights, City also grants to RTD the right to (i) grade any portion of the Leased Premises, (ii) place utility lines across, under or over the Leased Premises to serve the Project without Aviation approval, and (iii) ingress and egress across Aviation property for the purposes of this Lease.

**B.** City acknowledges and agrees that the any future development, work, construction, improvements, maintenance or any other modification on Aviation Property adjacent to or below the Leased Premises must not adversely affect the structural integrity of the Project. In the event the City wishes to alter or to allow a third party to alter property adjacent to or below the Leased Premises, the City shall ensure that the structural integrity of the Project is maintained to the minimum degree necessary for the Project, subject to RTD's prior written approval at RTD's reasonable discretion.

**C.** The rights and privileges granted herein are subject to prior leases, licenses, easements, rights-of-way, and other matters of record affecting title to the Leased Premises shown on **Exhibit C**.

**D.** In addition, RTD understands and agrees that the use of the Leased Premises is restricted by the following:

1. the Intergovernmental Agreement dated April 21, 1988, between the City and Adams County, as amended in 2015;

- 2. the FAA-approved Airport Layout Plan ("ALP"), including as it may be amended during the Term, as well as the FAA's Grant Assurances, revenue guidelines, and regulations, and required FAA approvals;
- 3. the IGA;
- 4. the zoning designation for the Leased Premises by the City, which shall not be modified by the City to the detriment of the Project;
- 5. zoning designation for the Leased Premises by any other municipal entity with jurisdiction over the Leased Premises; and
- 6. any other applicable rules, regulations, statutes, or ordinances promulgated by any other federal or state entity having jurisdiction over the Leased Premises.

3.2 NOTIFICATION OF CHANGES. RTD understands that the FAA requires all infrastructure and improvements on Aviation Property to be shown on the Airport's ALP. To ensure that Aviation complies with this requirement, RTD agrees that it will notify Aviation before making any additions or modifications to its Project components located on the Leased Premises or anywhere else on Aviation Property. Aviation will advise RTD whether FAA review is required for proposed additions or modifications.

3.3 NO EXCLUSIVE RIGHTS OUTSIDE LEASED PREMISES. The City reserves the right to grant to others in other locations outside the Leased Premises the right to provide the same or similar transportation or related services as performed by RTD. RTD expressly understands and agrees that its rights to provide transportation and transportation related services at the Airport are not exclusive outside of the Leased Premises.

# 3.4 CITY RESERVATIONS.

A. Utilities and Pipelines. Subject to Section 3.1, City reserves for itself the right to install utilities upon areas of the Leased Premises as necessary for the operation of the Airport and to serve Airport-owned property, and the City further shall have the right to grant licenses over the Leased infrastructure, Premises third-party utilities, pipelines, drainage water, cable. for telecommunications, and similar needs (collectively "Utilities"), provided that the installation of utilities by City or the grant of such licenses does not unreasonably interfere with RTD's construction activities, operations, or use of the Leased Premises, and provided further that City coordinates any such activities with RTD prior to the installation of utilities by the City or the grant of such license to ensure safe and uninterrupted operation of the Project. The City shall be responsible to ensure utility design and construction complies with RTD standards and procedures for utility crossings of its rail corridor, as proscribed in the O&M Agreement. Any such activities undertaken or licensed by the City that cause reduction of RTD service levels below those specified in the IGA, or shutdowns of service, shall be deemed to constitute unreasonable interference with RTD's operations and use of the Leased Premises unless the Parties agree otherwise in writing. If such activities do cause an interference to RTD's operations and use of the Leased Premises, the City shall or shall cause others to pay all reasonably incurred actual costs resulting from the interference including, without limitation, flagging protection, and other safety assurance activities and alternative bus services, as reasonably determined is appropriate by RTD. RTD shall not be entitled to additional damages if the use of such areas or the grant of such licenses does not interfere in any material way with RTD's activities, construction, operations, or use of the Leased Premises.

B. <u>Minerals and Water</u>. The City also expressly reserves from the Leased Premises all oil, gas, and other mineral rights, and water rights; however, City agrees that during the Term it will not use the surface of the Leased Premises for extraction of oil, gas, minerals, or water, and will not undertake or permit any extraction activities on the Leased Premises, whether surface or subsurface, that interfere in any material way with the Project. The City will coordinate any such activities with RTD to ensure safe and uninterrupted operation of the Project.

C. <u>Avigation Easement.</u> RTD acknowledges and accepts that the Leased Premises are expressly subject to an avigation easement hereby reserved to the City and the Airport for the unobstructed flight of aircraft over the Leased Premises, together with the right to cause such noise, vibrations, disturbances, and incidental effects as may be inherent in the operations of aircraft and the Airport now or in the future. The term "aircraft" means any contrivance now known or hereafter invented which is used or designed for navigation of or flight in the air, by whomsoever owned and operated. The foregoing easement is granted in all air space above the ground surface of the Leased Premises, but shall not prevent the construction and maintenance of improvements on the Leased Premises up to the height permitted by the FAA.

D. <u>Crossings over Existing Rights of Way</u>. The Project crosses several public rights of way that also cross Aviation property but which are not owned or controlled by Aviation, including: 40th Avenue; 48th Avenue/Green Valley Ranch Blvd.; 56th Avenue; and Tower Road. RTD understands that no ground lease rights are granted by this Lease for such existing public rights of way. Crossings over such rights of way are subject to the requirements of the Public Utility Commission, the City's Department of Public Works, or such other entity as may own the right of way, and nothing in this Lease shall be interpreted by the Parties as waiving or changing applicable requirements for right of way crossings.

E. <u>Crossing over First Creek.</u> The Project includes a bridge over First Creek. RTD understands and agrees that no exclusive use or ground lease rights are granted in the area shown on pages 127 and 128 of **Exhibit A** ("**First Creek Crossing**"), except for the real property on which support piers are located. RTD is granted an aerial right to the First Creek Crossing and the right to access the property in accordance with the O&M Agreement. The City reserves the right to use the ground area of the First Creek Crossing for drainage, flood control, riparian open space, trails, and other uses that do not unreasonably interfere with RTD's bridge infrastructure or operations across the bridge. Airport shall not permit public motorized use in the area under the First Creek Crossing; however, City or Urban Drainage Flood Control District vehicles are permitted.

F. <u>Crossing Peña Boulevard</u>. The Project includes a bridge over Peña Boulevard. RTD understands and agrees that no exclusive use or ground lease rights are granted in the area shown on pages 159-162 of **Exhibit A** ("**Peña Boulevard Crossing**"), except for the real property on which support piers are located. RTD is granted an aerial right to the Peña Boulevard Crossing and the right to access the property in accordance with the O&M Agreement. The City reserves the right to use the ground area of the Peña Boulevard Crossing for any uses that do not unreasonably interfere with RTD's bridge infrastructure or operations across the bridge.

G. <u>Employee Parking lot/ New Castle</u>. The Project includes a bridge over the Airport parking lot at New Castle. RTD understands and agrees that no exclusive use or ground lease rights are granted in the area shown on pages 182-184 of **Exhibit A** ("Employee Lot Crossing"), except for the real property on which support piers are located. RTD is granted an aerial right to the Employee Lot Crossing and the right to access the property in accordance with the O&M Agreement. The City reserves the right to use the ground area of the Employee Lot Crossing for uses that do not unreasonably interfere with RTD's bridge infrastructure or operations across the bridge. In the event the City intends to change the use of the Employee Lot Crossing from an exclusive employee parking lot, the City agrees to comply with all TSA requirements for any such modified use.

H. <u>Underpass</u>. The Project includes an underpass constructed under Peña Boulevard as depicted in on pages 186, 187 and 190C of **Exhibit A.** RTD shall have the rights to and shall be responsible for the portions of the Leased Premises as depicted on pages 186, 187 and 190C; however, the Parties acknowledge and agree that RTD's rights shall not extend above the construction of the Project. Specifically, the City shall retain all rights to the property outside the underpass Leased Premises that do not unreasonably interfere with RTD's underpass infrastructure or operations through the underpass.

**3.5 SUBLEASING BY RTD**. Subject to Section 2 of the IGA which authorizes RTD to designate a Concessionaire and/or successors thereto to construct, operate, and maintain the Project, upon the written permission of the CEO, RTD may sublease or sublicense all or any portion of the Project; however, RTD shall remain liable for any rental obligations and all covenants and obligations hereunder, and no approval or other acknowledgement of a sublease or sublicense by the CEO shall serve to release RTD from its obligations. The Parties agree and acknowledge that no prior written permission is required for RTD to assign any rights under this Lease to the Concessionaire or its successors.

Prior to entering into any sublease or sublicense, or any amendment thereto other than the Concession Agreement, RTD shall submit to the CEO the name of any proposed subtenant and a description of the proposed use. Except for the Concession Agreement, any and all future subleases or sublicenses shall include, without limitation, the provisions required in this Lease, and in addition shall specify the uses permitted under such sublease or sublicenses, and such uses shall be consistent with this Lease. Copies of all final subleases or sublicenses shall be sent to the attention of Aviation's authorized representative, and shall include all documents of transfer and financial arrangements.

**3.6 MEANS OF ACCESS.** RTD, its agents, contractors and employees, have a nonexclusive right of ingress to and egress from the Leased Premises by means various access roads located outside the Leased Premises as identified on Exhibit A and in the O&M Agreement.

The City may at any time, temporarily or permanently close or consent to or request the closing of any roadway, walkway, or other right-of-way for such access, ingress, and egress, and any other area outside of the Leased Premises at the Airport or in its environs presently or hereafter used as such, so long as there is reasonable access, ingress, and egress available to the Leased Premises and no

impact on service levels established by the IGA, as agreed upon by the Parties. This right of access is subject to the security requirements of the section herein entitled "Security".

Nothing in this Lease shall be construed to prevent the City from charging the operators of vehicles carrying passengers and property a fee for the privilege of entering upon the Airport or using the roadways in or on the Airport or otherwise operating on the Airport provided, however, that no fee shall be charged to RTD, its Concessionaire, or its successors for performance of operations under the IGA, or to RTD passengers for simply using, entering, or exiting RTD vehicles. City reserves the right to make such charges provided that they do not discriminate unreasonably against the operators of vehicles used for carrying officers, employees, passengers, or property of RTD or any subtenant.

**3.7 RIGHT OF ENTRY.** City shall retain the right of entry upon the Leased Premises as required for police, fire or similar emergency functions. City shall notify RTD of such emergency entry as soon as possible. For any other entry City may require upon the Leased Premises, City shall obtain an access permit from RTD or its Concessionaire or successors to assure the safety of City staff, RTD, Concessionaire and their successors' staff, and the traveling public in accordance with the terms of the O&M Agreement when entering upon the Leased Premises, if required by RTD or its Concessionaire or successors and applicable laws, including 49 C.F.R. § 214.

## SECTION 4 TERM

**4.1 TERM**. RTD shall have and hold the Leased Premises for a Term commencing on the <u>Effective Date</u> and expiring fifty (50) years after the Effective Date, unless sooner cancelled or terminated as hereinafter provided (the "<u>Initial Term</u>"). If at the end of the Initial Term and any subsequent extensions thereof RTD is in full compliance with all terms and conditions of this Lease, pursuant to Section 3.3.3.1 of the IGA and the FAA Authorization Letter, Aviation shall seek approval by FAA for Lease Term extensions of 15 year durations and shall grant such extensions if FAA approval is obtained. The Parties shall cooperate in making such requests for approval to the FAA.

4.2 **REMOVAL OF RTD'S EQUIPMENT**. RTD shall retain title to RTD's Equipment. RTD shall remove at its sole cost within 18 months after the expiration of this Lease and extensions all of RTD's Equipment. If such removal shall injure or damage the Leased Premises or any other Aviation property, RTD agrees at its sole cost to repair or cause to repair of such injury or damage in good and workmanlike fashion and to place the Leased Premises and Aviation Property in substantially the same condition as the Leased Premises would have been if such injury or damage had not occurred. RTD shall not be responsible for returning the Leased Premises to the condition prior to the Project nor shall RTD be responsible for the cost if City decides to return the Leased Premises to such or any other condition. If RTD fails to remove any of RTD's Equipment within 18 months or such other mutually agreed time after the expiration of this Lease and extensions City may at its option keep and retain any of such RTD's Equipment or dispose of the same and retain any proceeds therefrom, and City shall be entitled to recover from RTD the reasonable costs of City in removing the same. Any proceeds received from the disposal shall be offset against the costs.

### SECTION 5 COMPENSATION

**5.1 COMPENSATION.** RTD shall pay to the City the amount of \$10,000.00 (Ten Thousand and No/100 Dollars) within 60 days of the date of the last signature executing the Lease, as payment for the entire 50-year Initial Term of the Lease in accordance with the FAA Authorization Letter, as Rent for the Leased Property shown on **Exhibit A**. Also pursuant to Section 3.3.3.2 of the IGA and Section 4.1 of this Lease, Rent for each 15-year extension of the Lease shall be \$3,000.00 (Three Thousand and No/100 Dollars). These amounts are subject to FAA approval and shall be adjusted as may be required by the FAA.

**5.2 PLACE AND MANNER OF PAYMENTS**. All sums payable to City hereunder shall be made within 60 days of receipt of an acceptable invoice at the following:

Airport Revenue Fund Denver International Airport P.O. Box 492065 Denver, Colorado 80249-2065

or at such other place as the CEO or her authorized representative may hereafter designate by notice in writing to RTD. All sums shall be made in legal tender of the United States.

All sums payable to RTD hereunder shall be made within 60 days of receipt of an acceptable invoice at the following:

Accounts Receivable 1600 Blake Street Denver, Colorado 80202

or at such other place as the Chief Financial Officer or their authorized representative may hereafter designate by notice in writing to City. All sums shall be made in legal tender of the United States.

# SECTION 6 CONSTRUCTION OF LEASE IMPROVEMENTS

6.1 **DESIGN AND CONSTRUCTION OF LEASE IMPROVEMENTS.** The provisions of sections 5, 6, 7, 8, 9 and 10 of the IGA relating to construction of the Project, including any amendments to the IGA and any resolutions of disputes relating to same pursuant to the dispute resolution provisions of the IGA, are incorporated herein by reference and shall survive the expiry of the IGA.

6.2 TITLE TO LEASE IMPROVEMENTS. RTD agrees that with the exception of any Lease Improvements comprising the CRT System constructed by RTD pursuant to the IGA, all improvements to the Leased Premises or Airport Property, including approved changes and

renovations, which are affixed to the realty, shall become the property of the City upon their completion and acceptance by City, except for those improvements constructed by RTD for third parties such as utilities. Notwithstanding the foregoing, title to the CRT System shall be the property of RTD. City expressly denies any ownership, operation, responsibility, or liability for the installation, operation, maintenance, or removal of any storage tanks at any time during or after the termination of this Lease.

6.3 NO OBSTRUCTION TO AIR NAVIGATION. RTD agrees that it will not obstruct air navigation, air field surface, or air traffic controller sight lines as determined by application from time to time of the criteria of the Federal Aviation Administration, or its successor, on the Leased Premises without approval from the Federal Aviation Administration, and agrees that any such obstruction placed on the Leased Premises by RTD shall be removed by it at its own cost and expense.

#### SECTION 7 OPERATION AND USE OF LEASED PREMISES

7.1 CARE OF LEASED PREMISES. For the Leased Premises, RTD agrees to perform, have performed or pay the cost of routine maintenance services including snow removal, landscape maintenance, law enforcement and/or security officers, industrial waste handling, sewer, and trash removal as set forth in the O&M Agreement. RTD agrees that it will use reasonable efforts to keep the Leased Premises (i) in a neat, clean, safe, sanitary and orderly condition at all times, and (ii) free at all times of all paper, rubbish, spills, and debris.

**7.2 COMPLIANCE WITH ALL LAWS AND REGULATIONS: OPERATIONS.** Section 18.5 of the IGA applies to all actions governed by this Lease throughout its Term, and RTD understands that it must continue to meet the requirements of all laws, as they may apply to RTD's activities under this Lease. Both Parties shall acquire all necessary federal, state, local and airport permits and comply with all permit requirements. RTD agrees to assure that its Project is designed, constructed, operated, and maintained in a manner consistent with the Record of Decision received in November 2009 as amended and complies with all federal, state, and local environmental requirements and Aviation Rules and Regulations.

7.3 **EROSION CONTROL.** RTD shall be responsible for erosion control for any portion of the Leased Premises. In addition, RTD shall be responsible for erosion control for any of the sloped areas outside of the Leased Premises created as part of construction of the Project.

7.4 HAZARDOUS MATERIALS. Any hazardous materials not normally used in RTD's operations hereunder are barred from the Leased Premises. RTD shall identify all hazardous materials to be used at the Leased Premises, as stated in the O&M Agreement. For purposes of this Lease, hazardous materials shall mean any flammable, explosive or radioactive material, petroleum products, or any substances defined as or included within the definition of "hazardous substance," "hazardous waste," "hazardous materials" or "toxic substances" under any applicable federal, state or local law or regulation.

RTD hereby specifically agrees to contractually require its Concessionaire to indemnify and hold City harmless from and against any and all claims, losses, liability, remedial action requirements, enforcement actions of any kind, or costs and expenses, including attorney fees, incurred in connection with or arising from the presence of any hazardous materials or release of any hazardous materials on, under or emanating from the Leased Premises relating to RTD's use or occupation of the Leased Premises, or any activity undertaken by RTD on the Leased Premises in connection with cleanup, handling, treatment, transport or disposal of any hazardous materials on or emanating from the Leased Premises relating to RTD's use or occupation of the Leased Premises.

In the event of a release or threatened release of a substance relating to or arising out of RTD's use or occupancy of the Leased Premises, or in the event any claim, demand, action or notice is made against RTD with regard to RTD's failure or alleged failure to comply with any requirement hereunder, RTD immediately shall notify the City in writing and shall provide the City with copies of any written claims, demands, notices or actions so made. RTD shall also undertake all actions necessary to remedy or remove any hazardous materials and any other contamination discovered on or under the Leased Premises introduced by or affected by RTD as is necessary to restore the Leased Premises to either its condition immediately prior to the initiation of the Lease or to a condition in compliance with all applicable local, state, federal or Airport laws, rules, regulations or orders, at the City's sole discretion. This work shall be performed at RTD's expense and the City shall have the right to review and inspect all such work at any time using consultants and representatives of the City's choice. RTD shall further conduct all necessary and prudent surface and subsurface monitoring pertaining to RTD's activities hereunder to ensure compliance with applicable laws, rules, regulations and permits. Absent negligence on the part of the City, RTD shall reimburse the City for any penalties and all cost and expense, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by RTD of any pollutant or hazardous material on any City property, RTD, at its cost, shall provide to the City copies of all documents and materials prepared by the RTD pursuant to any Environmental Requirement or submitted to any governmental or regulatory agency.

If the City reasonably believes that the provisions of this Section have been violated, then, at the City's request and RTD's expense, RTD shall conduct any further testing and analysis as is reasonably necessary to ascertain whether the RTD is in compliance.

7.5 STRUCTURAL OR ELECTRICAL OVERLOADING. RTD and any subtenant agrees to not overload utility lines serving the Airport or interfere with electric, electronic, or other equipment at the Airport, including keeping anything on the Leased Premises or performing any improvements, changes, alterations, additions, maintenance or repairs to the Lease Improvements which may cause such an overload or interference. If this provision is violated, RTD agrees to immediately remedy the violation at RTD's expense.

7.6 NOISE, ODORS, VIBRATIONS, AND OTHER ANNOYANCES. Except as set forth in the O&M Agreement regarding noise, RTD and any subtenant shall conduct their operations in an orderly and proper manner so as not to commit any nuisance on the Leased Premises or unreasonably disturb others at the Airport and shall take all reasonable measures, using the latest known and practicable devices and means, to eliminate any unusual, nauseous or objectionable noise, vapors, odors, lights and vibrations; provided, however, that the usual noises, vapors, odors, lights, vibrations, etc. associated with standard commuter rail operations shall not be deemed a violation of this section.

7.7 ACCESSIBILITY. RTD shall not do or permit to be done anything which might interfere with or hinder police, firefighting, or other emergency personnel in the discharge of their duties with the exception being the normal operations and maintenance activities associated with the Project.

**7.8 NO AUCTION**. RTD agrees not to allow or permit any sale by auction or hawking on the Leased Premises.

7.9 SECURITY. It is a material requirement of this Lease that during construction, operation and maintenance of the Project, RTD will comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. RTD shall conduct all activities on Airport property in compliance with the Airport security program, and all security requirements and protocols stated in or through the O&M Agreement, and shall obtain the proper access authorizations for all of its employees and contractors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Procedures for security access and security include the Airport Security Program Participant Manual, and the Denver Municipal Airport Rules and Regulations, particularly Parts 20, available at <a href="http://www.flydenver.com/diabiz/info/research/rules/index.htm">http://www.flydenver.com/diabiz/info/research/rules/index.htm</a>. Any person who violates such rules may be subject to revocation of his/her access authorization.

**A**. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Lease, RTD shall take immediate steps to comply with security modifications which occur as a result of the changed status.

**B.** RTD shall return to Aviation at the expiration or termination of this Lease, or upon demand by Aviation for specific items to avoid compromise of Airport security systems, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If RTD fails to do so, RTD shall be liable to reimburse Aviation for all Aviation's costs for work required to prevent compromise of the Airport security system.

#### SECTION 8 MAINTENANCE

**8.1 MAINTENANCE BOTH INSIDE AND OUTSIDE LEASED PREMISES**. RTD shall perform routine inspections of the structures supporting the rail line, drainage, and other facilities that cross the rail line, and perform necessary maintenance and repairs as required by the O&M Agreement.

## SECTION 9 INDEMNITY, INSURANCE, AND TAXES

9.1 INDEMNITY. RTD hereby agrees to contractually require its Concessionaire and any other subcontractors to release and indemnify and save harmless the City, its officers, agents and employees from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including property and employees or agents of the City, and to defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs, expense, liability, actions, penalties or proceedings of any kind or nature whatsoever, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, its construction and/or operations in connection herewith, or its use or occupancy of any portion of the Airport and including acts and omissions of officers, employees, representatives, suppliers, invitees, contractors and agents of the RTD; provided, that the Concessionaire need not release, indemnify or save harmless the City, its officers, agents and employees to the extent such damages result from the negligence, gross negligence, recklessness, or willful, wanton or intentional acts of the City's officers, agents, employees, representatives, suppliers, invitees, contractors and agents. The minimum insurance requirements prescribed herein shall not be deemed to limit or define the obligations of RTD or its Concessionaire hereunder.

**9.2 INSURANCE**. During the Term of this Lease, both Parties shall, each at its own expense, maintain the insurance as required by the O&M Agreement.

**9.3 NO PERSONAL LIABILITY.** No employee of the City or RTD shall be held personally liable under this Lease or because of its execution or attempted execution.

**9.4 TAXES, LICENSES, LIENS AND FEES.** RTD agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations hereunder and to take out and keep current all municipal, state or federal licenses required for the conduct of its business at and upon the Leased Premises and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent. RTD also agrees not to permit any valid mechanic's or materialman's or any other lien to become attached or be foreclosed upon the Leased Premises or improvements thereto, or any part thereof, by reason of any construction work or labor performed or materials furnished by any mechanic or materialman. RTD agrees to furnish to Aviation, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by it of Social Security, unemployment insurance and worker's compensation insurance, and all required licenses and all taxes. RTD further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder and not to permit the same to become delinquent and to suffer no lien, encumbrance, judgment or execution to be filed against the Leased Premises or improvements thereon which will in any way impair the rights of the City under this Lease.

#### SECTION 10 DEFAULT AND DISPUTE RESOLUTION

**10.1** Any dispute between RTD and Aviation related to this Lease shall be resolved in accordance with the dispute resolution procedures in Section 6 of the O&M Agreement.

### SECTION 11 MISCELLANEOUS PROVISIONS

**11.1 AGREEMENT BINDING UPON SUCCESSORS.** This Lease, subject to the provisions of Section 12.4 entitled "Assignment", shall be binding upon and extend to the successors and assigns of the respective parties hereto.

**11.2 AGREEMENT MADE IN COLORADO.** This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado.

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

**11.4 WAIVERS**. No failure of either Party to insist upon the strict performance of a term, covenant or agreement contained in this Lease, no failure by either party to exercise any right or remedy under this Lease, and no acceptance by a Party of full or partial payment during the continuance of any default, shall constitute a waiver of any such term, covenant or agreement or a waiver of any such right or remedy or a waiver of any default.

**11.5 ASSIGNMENT.** Except for Lease rights assigned, pledged or transferred to the Concessionaire under the Concession Agreement, RTD covenants and agrees not to assign, pledge, or transfer its rights in this Lease, in whole or in part, without the prior written consent of the CEO, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt by the RTD, except as permitted herein, to assign or in any way transfer its interest in this Lease, in whole or in part, without such prior written consent of the CEO shall constitute an Event of Default under Section 10.

The Parties acknowledge that the provisions of this Section shall not prohibit RTD from subleasing or sublicensing the Leased Premises consistent with the provisions of this Lease, or from entering into a Concession Agreement as contemplated by the IGA.

Notwithstanding any provisions to the contrary in this Lease, an assignment or transfer of RTD's right in this Lease to any entity which it controls, or is controlled by, or is under common control with RTD, or any entity that results from the merger or consolidation with RTD ("Affiliate Assignment") shall not be deemed an assignment for purposes of this Section;

provided, however, that any such Affiliate Assignment shall not release the RTD from its obligations under this Lease.

**11.6 BOND ORDINANCES**. This Lease is in all respects subject and subordinate to any and all City bond ordinances applicable to the Airport and airport system and to any other bond ordinances which should amend, supplement or replace such bond ordinances. The parties to this Lease acknowledge and agree that any property subject to this Lease which was financed by the net proceeds of tax-exempt bonds is owned by the City, and RTD agrees not to take any action that would impair, or omit to take any action required to confirm, the treatment of such property as owned by the City for purposes of Section 142(b) of the Internal Revenue Code of 1986, as amended. In particular, the RTD agrees to make, and hereby makes, an irrevocable election (binding on itself and all successors in interest under this Lease) not to claim depreciation or an investment credit with respect to any property subject to this Lease which was financed by the net proceeds of tax-exempt bonds and shall execute such forms and take such other action as the City may request in order to implement such election.

11.7 FORCE MAJEURE. Neither Party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes which were not reasonably foreseeable or beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or which is not in its power to control, but in no event shall this paragraph be construed so as to allow RTD to reduce or abate its obligation to pay Rent as provided herein.

11.8 INCONVENIENCES DURING CONSTRUCTION. The Parties recognize that from time to time during the Term of this Lease, it may be necessary for RTD or the City to commence or complete extensive programs of construction, expansion, relocation, maintenance and repair in order that the Project, the Airport and respective facilities may be completed and operated in accordance with any present or future Airport master layout plan, RTD future requirements, and that such construction, expansion, relocation, maintenance and repair may inconvenience the operations of the other Party. The Parties shall cooperate and use good faith efforts to avoid material interference with the other's operations during such programs. Under no circumstances shall a Party perform any activity that prevents the normal safe operation of the other's facilities in the way they were intended to perform. The entire cost of the change including necessary approvals, all permits, any work shall be the responsibility of the Party proposing the change.

Responsibility for any such interference to operations caused by either Party shall be determined in accordance with the terms of Section 6 of the O&M Agreement.

**11.9 INDEPENDENT CONTRACTOR.** RTD shall at all times have the status of an independent contractor without the right or authority to impose tort or contractual liability upon the City.

**11.10 NOTICES.** All notices required to be given to the City or RTD hereunder shall be in writing and sent by (i) certified mail, return receipt requested, or (ii) hand delivery to:

City:	Chief Executive Officer of Aviation Denver International Airport 8500 Peña Boulevard, 9th Floor Denver, Colorado 80249-2065
	with a copy to:
	Airport Property Office Denver International Airport 8500 Peña Boulevard, 9th Floor Denver, Colorado 80249-2065
RTD:	Senior Manager Commuter Rail Regional Transportation District 1600 Blake St Denver, Colorado 80202
	Office of the General Counsel Regional Transportation District 1600 Blake St Denver, Colorado 80202 AND
	General Manager Denver Transit Partners 4951 Fox St Denver, Colorado 80216

Either Party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to RTD or Aviation.

**11.11 PARAGRAPH HEADINGS.** The paragraph headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Lease.

**11.12 REASONABLENESS OF CONSENT OR APPROVAL**. Whenever the approval of either Party is called for under this Lease, such Party shall be entitled to consider public and governmental policy in reasonably granting or denying such approval. Subject to the foregoing, required approvals shall not be unreasonably withheld, conditioned, or delayed.

**11.13 SEVERABILITY.** If any provision in this Lease is held by a court to be invalid, the validity of other provisions herein which are severable shall be unaffected.

**11.14 THIRD PARTIES.** This Lease shall not be deemed to confer upon any third party or parties (except parties to whom the RTD may assign this Lease in accordance with the terms hereof) any right to claim damages or to bring any action or proceeding against either the City or the RTD because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

11.15 USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS. RTD, its officers, agents, and employees shall cooperate and comply with applicable provisions of the Federal Drug-Free Workplace Act of 1988 and Denver Executive Order No. 94, or any successor thereto, concerning the use, possession, or sale of alcohol or drugs.

**11.16 CITY SMOKING POLICY.** RTD acknowledges that smoking is not permitted in Airport buildings and facilities, and so agrees that it will prohibit smoking by its employees in such areas except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. RTD and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 *et seq.*, the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

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

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

**11.19 CEO APPROVAL**. References throughout this Lease to the approval of the CEO shall require the CEO, in exercising her judgment, to act in good faith consistent with commercially reasonable standards, even if such reference states otherwise or is silent.

**11.20 SUBJECT TO APPROPRIATION**. Any financial obligations of the Parties under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the City Council or the RTD Board of Directors and encumbered for the purposes of this Agreement. The Parties acknowledge that (i) City and RTD do not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial

obligation of either Party. The obligations of the Parties under this Lease shall extend only to monies appropriated for the purpose of this Lease by the RTD Board of Directors and/or Denver's City Council, as appropriate, subject to each entity's legally required budgeting, authorization, and appropriation process, and authorization by the FAA and FTA where required.

**11.21 FINAL APPROVAL.** This Lease is expressly subject to and shall not be or become effective or binding on the City until approved by the City Council and fully executed by all signatories of the City and County of Denver for the City; and fully executed by all signatories of the Regional Transportation District for RTD.

[END OF LEASE; SIGNATURE PAGES AND EXHIBITS FOLLOW]

**Contract Control Number:** 

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
	By
By	

By\_\_\_\_\_



**Contract Control Number:** Contractor Name:

PLANE-201626853-00

RTD

By: \_\_\_\_

Name: <u>Mun A. GEWOUA</u> (please print) Title: <u>Maxim hermin Manmun</u>: CEO (please print)

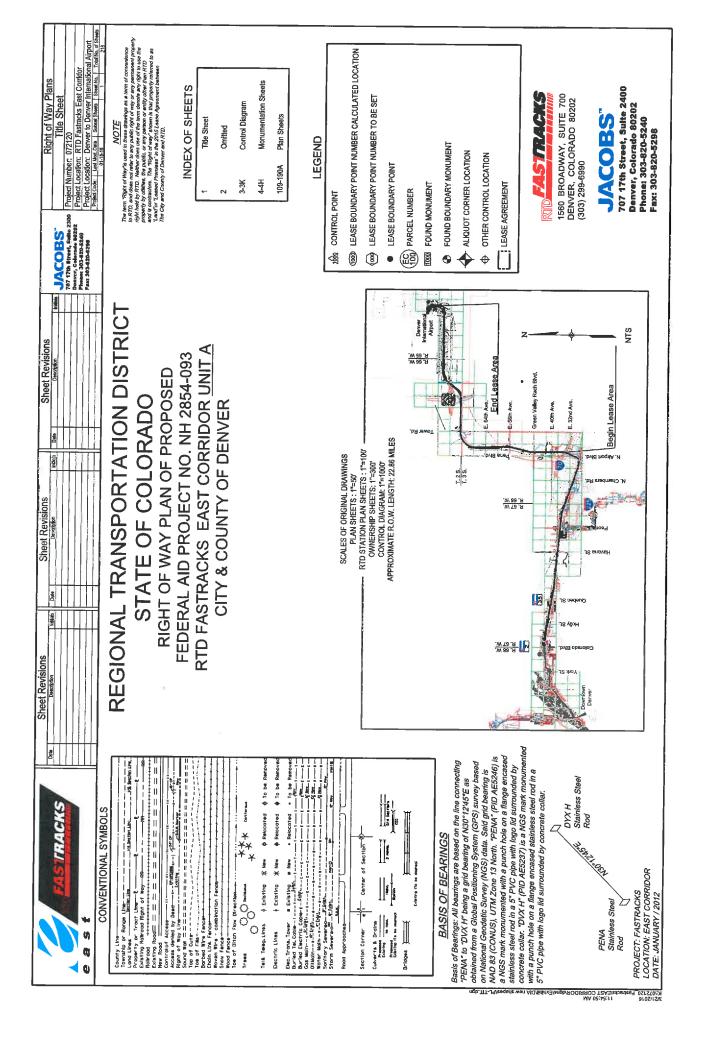
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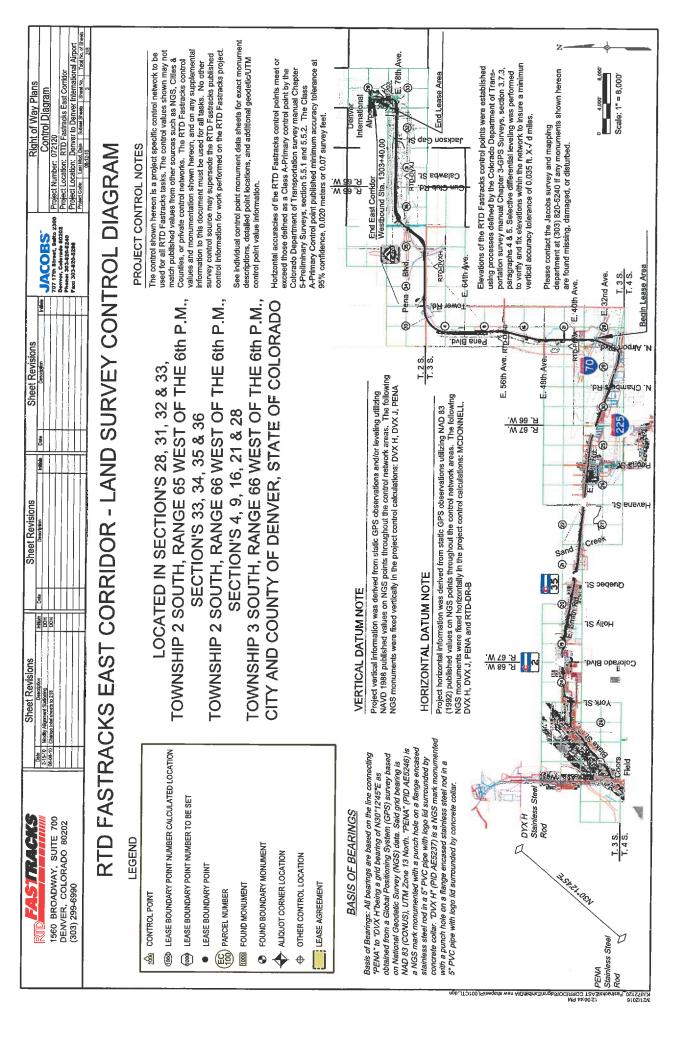
By: Am

Name: ARVA E. STEELE (please print)

Title: 4550C. General Counsel (please print)

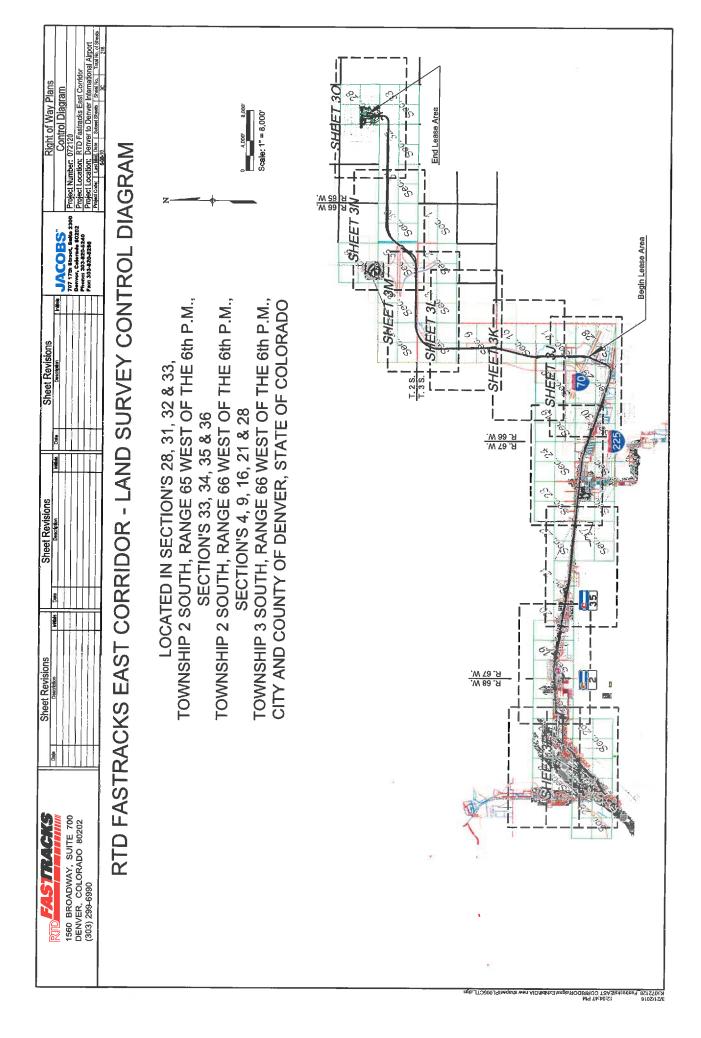


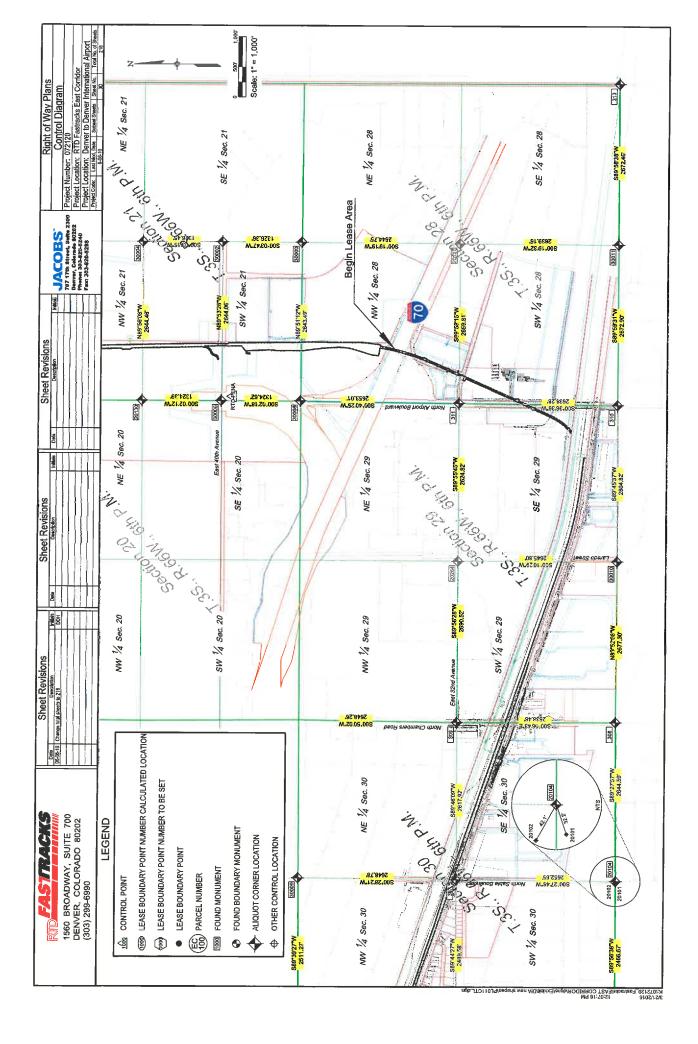


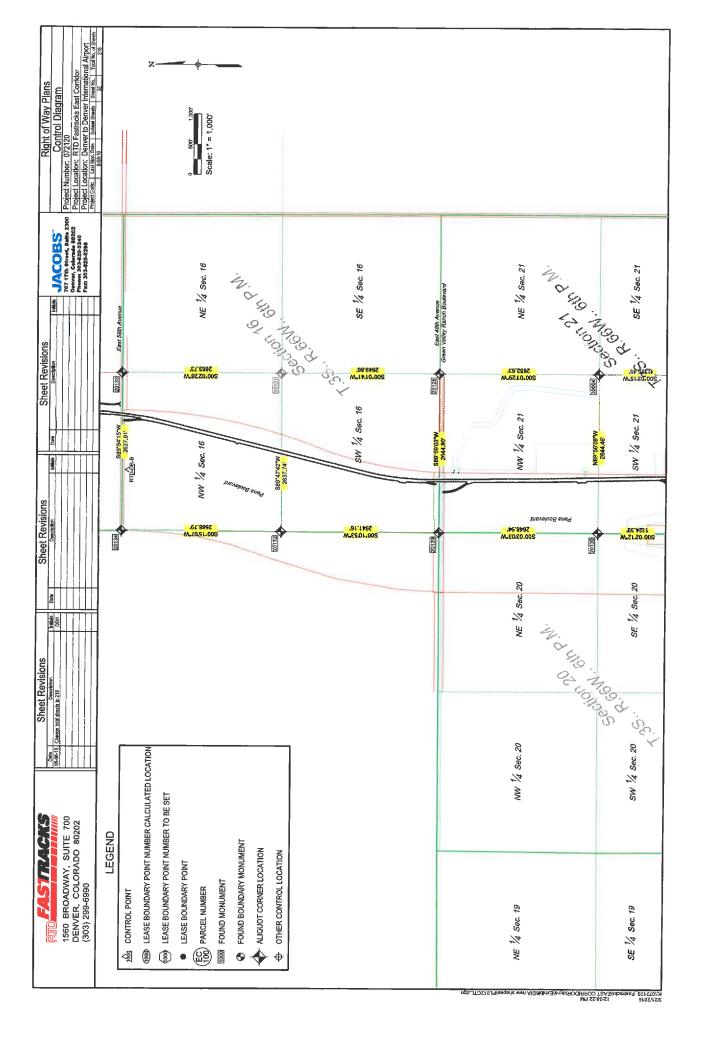


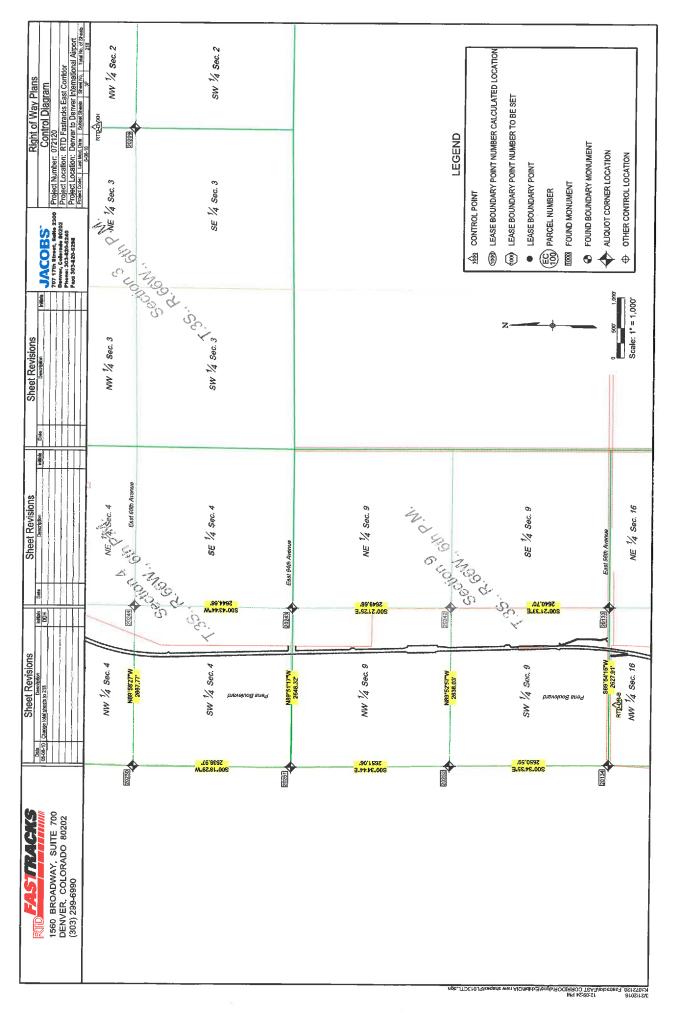
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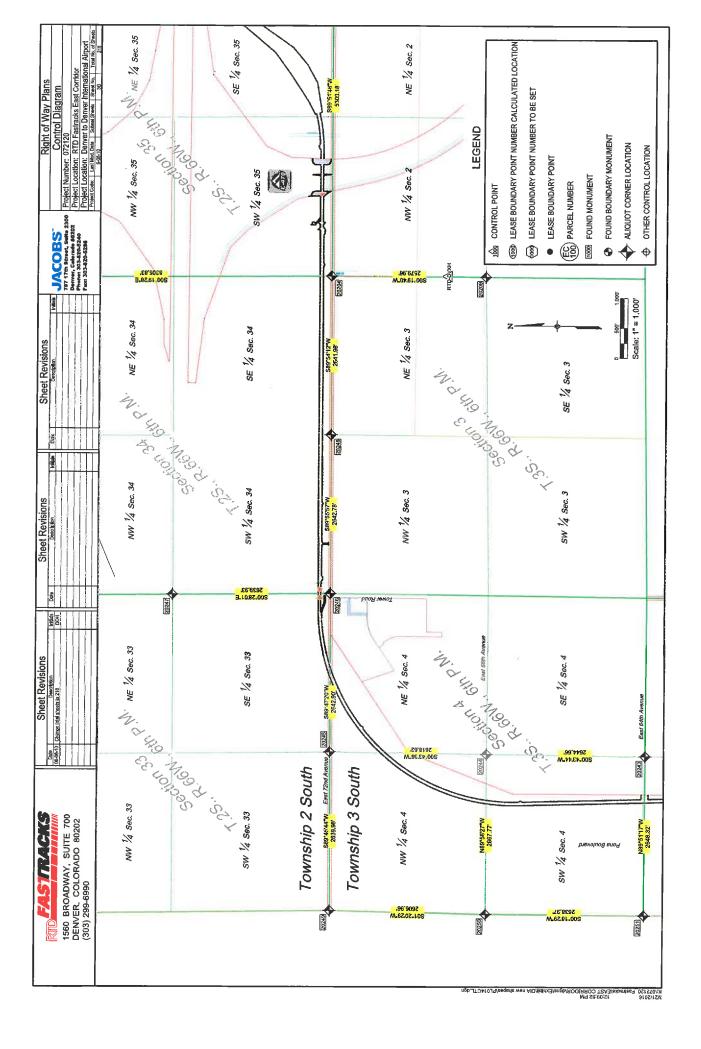


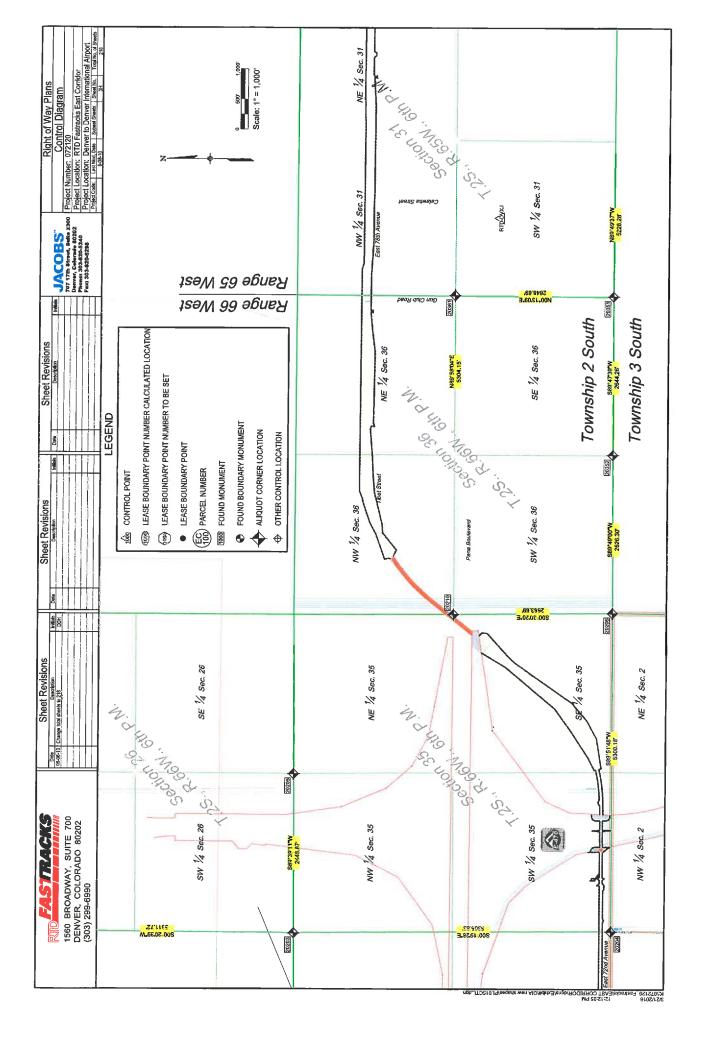


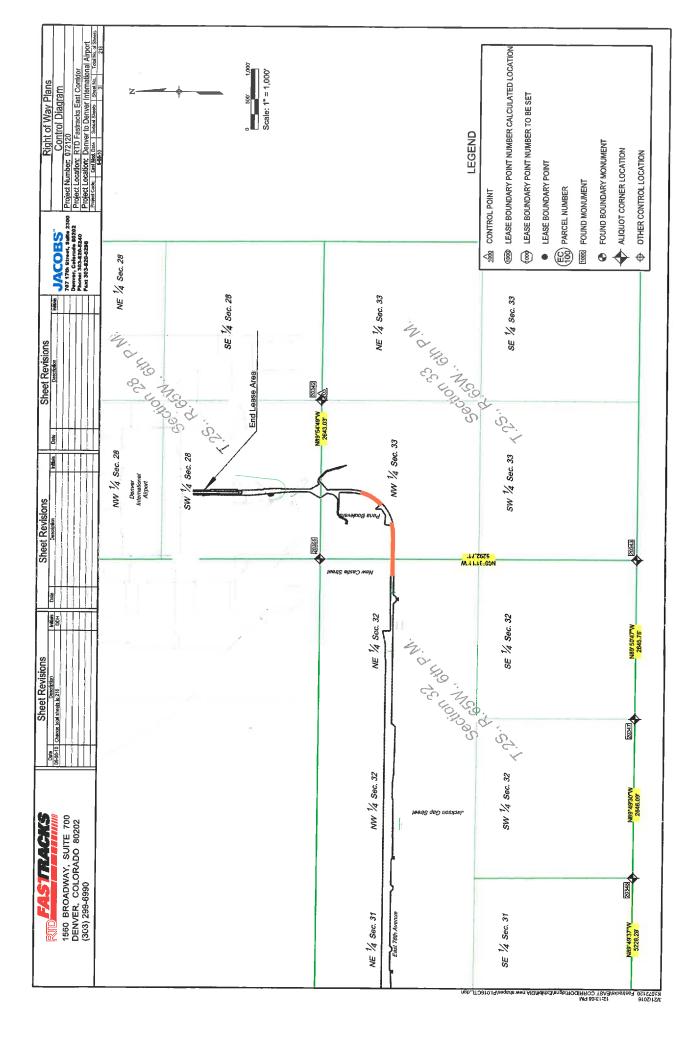












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RID 7457 RACKS 1560 BROADWAY, SUITE 700 DENVER, COLORADO 80202 (303) 299-6990		PROJECT COO NORTHING	476012.30 452143.64	453470.00 454796.45	453475.02 452150.41	452131.28 446848.56 446859.83			 			 	
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	2	Pervers, c-dentees 0022 Project Location: RTD Fastracks East Corridor Press 303-480-5840 Project Location: Denver Intentional Autori Page 303-420-5830 Project Location: Denver Intentional Autorit Project Cost Location Science Steven I Frank of Steven	3/6-15 4 218			DESCRIPTION																																					
		Phone: 300 Phone: 300 Faud 303-8				DESCI																																					
Sheet Revisions					COORDINATES	EASTING	701143.192	701147.691	701147.745	701143.245	701143.710	701148.263	701143.764	701141.700	701106.201	701148.162	712815.383	701154.216	701196.657	701204.064	701101.201	701162.291	701159.347	701081.236	701101.255	701106.254	702392.135	701139.839	701145.099	701139.672	701119,507	70100E 24E	701115 465	701095.458	701091.144	702186.536	702182.868	701107.100	701106.173	701107.768	701103.264	701103.211	
Sheet R	880			O BE SET	PROJECT CO		457344.169	457344.199	457336.200	457336.170	457266.666	457258.696	457258.666	457567.155	457566.947	456601.165	473480.141	456593.167	454118.536	453625.747	457566.914	453571.241	453583.295	453646.879	457558.914	457558.947	462803.767	453770.994	453821.218	454117.199	454979.872	455179 634	455152.804	456855.667	456882.694	462759.656	462759.656	456989.063	457123.174	457258.425	457258.395	457266.395	
				ENTS T	POINT	NUMBER	33220	33221	33222	33223	33224	33226	33227	33228	33231	33232	33826	33842	33853	33855	33857	33858	33859	33860	33861	33862	33866	33867	33869	33870	33875	33877	33878	33886	33887	33888	33891	33892	33893	33894	33895	33896	
Sheet Revisions Sheet Revisions				TABULATION OF MONUMENTS TO BE SET U.S. SURVEY FEET	bd	DESCRIPTION		3					33		3	35	30	36	38	38	33	33	33	33	33	33	33	33	33	33		33	33	33	33	33	33	33	33	33	33	33	
X SX	TE 700	30202			COORDINATES	EASTING	701118.866	702107.366	702126.597	702126.980	702108.511	701198.165	701198.585	701147.011	702184.336	702209.961	702211.283	702186.925	701141.753	701146.249	702207.070	702252.357	702249.962	702272.512	702274.164	702251.645	702250.580	/07262.906	702263.976	01/ 10770/	707239.896	702180.843	702183.241	701146.195	701264.734	701149.070	701142.734	701141.368	701142.476	701144.976	701145.006	701142.506	
FASTRACKS	1560 BROADWAY, SUITE 700	DENVER, COLORADO 80202 (303) 299-6990			PROJECT CC	NORTHING	450725.377	470152.342	4/0123.417	470108.296	470087.079	453473.225	453473.224	450712.877	467094.860	467070.501	467018.326	466992.700	457559.155	457559.185	466197.693	466128.843	464505.098	464483.662	464418.462	464394.775	464263.573	465///.183	463596.783	CTC./DCCD4	462937.243	462462.441	462437.669	457567.185	458663.842	457817.458	457809.882	457729.702	457451,167	457451.184	457446.684	457446.667	
	1560 E	DENVI (303) 2			POINT	NUMBER	32797	32923	67675	32930	32934	32938	32939	33177	33179	33180	33181	33182	33183	33186	33187	33188	33191	33192	33193	33194	33195	33190	3319/	DETEC	33201	33202	33203	33205	33210	33212	33213	33215	33216	33217	33218	33219	

MA 92:85:1 310014 MA 92:85:1 00.148eqs/second and Montanegover and an analysis 0.011-0400 0.01110-21-010-014 and an analysis 0.01110-014

Monumentation Sheets	Project Number: 072120	Project Location: RTD Fastracks East Corridor Project Location: Denver to Denver International Airport Project Cover Last Nets Dan Saves 1 Street No. 1 Total to of Streets	218																																			
	707 17th Street, Suite 2300	Denver, Celerade 60202 Phone: 303-820-6240 Faul 303-820-6296			DESCRIPTION																																	
in the la				011		053	407	824	732	010	828	563	565	587	927	872	429	387	442	842	934	200	776	397	775	1.28	678	015	250	958	101	250	202	951	622	648	915	776
Description					<u>COURDINATES</u>	715860.053	712817.407	712975.824	712975.732	712093.910	713056.828	713452.563	713554.993	713752.587	7145827	715259.872	715828.429	715506.387	715783.442	715781.842	715639.934	200 (27217)	715345.776	714669.397	733086.775	716344 644	717071.678	717074.015	717061.250	717484.958	717672.104	7101012	721886.705	721988.951	724336.622	724435.648	724679.915	724719.776
Date			O BE SET		NORTHING	475698.625	473532.638	473532.384	473539.160	4/3559.326 473560 116	473541.594	473585.490	473630.723	473733.907	4/4019.62/	475125.513	475441.051	475538.298	475579.812	475395.702	475269.608	6/075098 701	474985.900	474011.145	477963.117	476396.015	477052.852	477103.244	477157.985	477308.873	47/404.352	000'164114 77582 ADG	477562.178	477533.492	477520.602	477525.681	477526.718	477533.067
(relation			MENTS T			33994	34187	34188	34189	34197	34193	34194	34195	34196	34198	34199	34201	34205	34207	34208	34209	11245	34212	34213	34270	34338	34340	34341	34342	34343	34344 24345	34246	34347	34348	34349	34350	34351	34352
n lettais Description			TABULATION OF MONUMENTS TO BE SET																																			
Date Description					DESCRIPTION																																	
	E 700	0202		COORDINATES	EASTING	701108.211	701107.746	701102.746	701102.692	701107.007	701104.007	701103.977	701106.977	701088 818	701099.300	701082.695	701091.142	701112.563	701208.919	697.02/TU/	701725.590	701748.215	702110.188	702205.451	702216.545	702182.868	702187.624	702132.681	UEL.ICI20/	102 3000L	702049.687	702225.701	702222.773	704592.125	704593.335	705333.376	706524.762	706524.760
	ROADWAY, SUIT	DENVER, COLORADO 80202 (303) 299-6990		PROJECT CO	NORTHING	457266.429	457335.932	457335,899	45/343.898 457343 937	457446.430	457446.410	457450.909	450.929	457760.412	457999.052	458018.181	458112.560	458130.077	458677.659	400005,314	460842.735	460856.212	462381.681	462945.358	463573,539	462764.656	462764.656	466124.197	T0072CT004	467764 656	470158.364	462759.656	462759.656	473442.648	473437.440	473522.296	473522.764	4/3528./64
	1560 E	DENVE (303) 2		POINT	NUMBER	33897	33898	33899	33901	33902	33903	33904	33905	33907	33908	33909	33910	33911	33913	01655	33920	33921	33924	33926	33928	33929	33930	33935	75055	33941	33950	33955	33958	33959	33962	33969	339/0	239/L

Right of Way Plans Monumentation Sheets examo Project Number: 072120 Project Location: RTD Fastracks East Corridor Project Location: Benefit D Penver Information Airport Presendsme. Teavelsheet Samethon. Traitwick Same	218		ON																																					
JACOBS <sup>1</sup> 2017 17th Street, adda 2300 707 17th Street, adda 2300 Frees 303-420-5240 Faun 303-420-5240			DESCRIPTION																																					
Sheet Revisions peerfeen	-	COORDINATES	Т	726422.511	725513.008	725486.945	725436.442	260 511267	725114.055	725052.000	724609.049	723165.083	722905.166	722315.167	721816.141	720884.555	720507.189	702381.605	719311.248	719229.175	718740.756	718505.778	718310.980	718170.331	718145.040	717644.244	717494.862	/1/211.U52	717099.230	716383.954	711823.658	711675.305	711642.988	711567.737	711548.703	711178.353	711075.359	711057.092	711044.845	
Sheet Deve	O BE SET	PROJECT CO		477386.676	477391.447	477357.318	477357.670	1/6/T62/14	477382.299	477379.502	477357.137	477365.037	477371.614	477375.004	477406.209	477382.614	477338.823	463316.334	477356.154	477406.597	477367.404	477358.985	477344.923	477332.463	477327.419	477204.294	477192.011	4/0902.142	477011.117	476365.115	473530.198	473481.786	473450.186	473453.361	473472.736	473472.591	473471.551	473454.374	473454.369	
SLIDI	N OF MONUMENTS T U.S. SURVEY FEET	POINT	NUMBER	34437	34438	34439	34440	CVVVE	3443	34444	34445	34450	34451	34452	34453	34455	34456	34457	34458	34460	34461	34462	34463	34464	34465	34466	34467	00116	34470	34471	34475	34485	34487	34489	34490	34491	34492	34493	34494	
Press Deve Deve Deve Deve Deve Deve Deve D	TABULATION OF MONUMENTS TO BE SET U.S. SURVEY FEET																																							
Sheet Revisions Date Development			DESCRIPTION																																					
E 700		COORDINATES	EASTING	726396.726	728914.919	730277.896	730541 715	730757.638	732528.939	732783.622	732790.566	733109.139	733059.230	733060.496	733038.945	732958.879	732954.219	732965.561	733000.720	733019.111	/2/12025/	733033.484	/ 329/04.444	732367.630	100.65CL61	100.005161	CON.326161	729219.514	729171.975	728887.440	728381.701	728232.683	727985.013	727946.353	727016.206	726924.897	726536.247	726504.529	726454.056	
RID FAST FACKS 1560 BROADWAY, SUITE 700 DENVER, COLORADO 80202 (303) 299-6990		PROJECT CC	NORTHING	477523.896	477513.906	477506.452	477512.811	477558.650	477543.016	477687.681	477694.331	478190.462	478165.018	478298.181	478311.061	478311.061	478319.948	478347.612	478379.809	478403.456	4/0450.303	478460.353	4/8526.630	477383.721	TOT.COC//4	00C./0C//#	477386 792	477397.970	477338.707	477340.999	477355.691	477372.777	477376.833	477362.861	477360.148	477384.509	477386.185	477347.532	477347.883	
RID 1560 B DENVE (303) 21		POINT	NUMBER	34353	34354	34355	34356 34357	34358	34365	34371	34372	34375	34377	343/8	34379	34380	34381	34383	34384	34385	00040	34387	000000	34410	31440	0THE	2002	34423	34424	34425	34426	34427	34428	34429	34430	34433	34434	34435	34436	

3/21/2016 11:38:30 AM 3/21/2016 Fastracks/EAST CORRIDOR/ldgns/Exhibit/IDM new shapes/PL003-PTS-CTL,dgn

W	Project Numbe Project Locatio Project Locatio																																					
JACOBS <sup>-</sup>	707 17th Street, Suite 2300 Deriver, Colerade 60282 Phence: 303-820-5240 Faut 303-820-5298			DESCRIPTION																																		
Description hilles			COORDINATES	EASTING	701076.280	701077.310	701105.573	701057.722	701056.280	702136.144	702115.093	702114.931	702094.931	702095.096	/02110.459	705507 735	705391.548	705309.875	705264.794	705302.427	705384.657	705508.857	705544.908	706377.718	706415.695	706397.695	719311.168	719256.127	719276.316	701100 157	711743.600	721190.776	721172.726	721173.674	721153.783	721212.011	721192.063	725093.982
Date Dec		O BE SET	PROJECT CO		457513.617	457523.728	457660.805	457527.766	457513.612	462445.050	462656.356	462731.344	462731.310	462655.339	4023UB.128	473421 494 ADA	473438.794	473468.769	473481.543	473450.198	473420.019	473401.526	473403.551	473356.454 473356.454	473376.514	473376.462	477346.300	477346.819	477366.742	4//300.432 AF5A77 666	473604.026	477410.916	477410.664	477400.152	477378.357	477378.441	477396.646	477382.082
Description		TABULATION OF MONUMENTS TO BE SET U.S. SURVEY FEET	POINT	NUMBER	34564	34566	34567	34568	34569	34572	34573	34574	34575	34576	11095	34580	34582	34583	34585	34586	34587	34588	34589	34590	34593	34595	34599	34600	34602	CD045C	34608	34609	34610	34611	34613	34614	34616	34617
Detective Detective Inside: Date		TABL		DESCRIPTION																																		
	E 700 0202		COORDINATES	EASTING	711028.159	707095.931	707078.527	707068.362	706441 457	706415.665	706397.665	706379.700	705877.700	705850.745 705810.015	705780.021	705733.115	705729.700	705333.395	705172.798	703365.498	703361.630	703350.237	701061 010	701012.964	700980.982	700967.796	700922.843	700972.118	701053 285	700944.955	700924.955	700924.765	701005.291	701089.893	701022.133	700944.765	701056.283	701076.283
	1560 BROADWAY, SUITE 700 DENVER, COLORADO 80202 (303) 299-6990		PROJECT CC	NORTHING	473472.532	473470.988	473452.981	473452.977	473470.731	473451.721	473451.714	473470.707	473470.509	4/3451.533 A72A51 217	473475.792	473475.774	473482.451	473482.296	473465.235	472799.017	472774.281	4/2/65.364	4/2/06.350	453575.967	453535.182	453528.663	453528.748	453553.111	453655 662	457380.542	457380.536	457353.309	457074.689	456979.681	457085,476	457353.170	457500.834	457500.179
	1560 E DENVE (303) 2		POINT	NUMBER	34495	34496	34497	34498	34504	34505	34508	34509	34510	34511 34517	34513	34514	34515	34516	34518	34527	34528	5450	04544	34546	34548	34549	34550	34551	34553	34554	34555	34556	34558	34559	34560	34561	34562	34563

	T77 11% Street, earlies 2300 Project Number, 072120 Denver, science, earlies 2022 Project Locationy. RTD Fastracks East Corridor Project Locationy. Denver to Denver fintemational Altport Project Cook Landom Seares Seares Seares, 2000, 100 Miles 2000, 2000			DESCRIPTION																																	
None of the second seco	707 Dem Phese		TES		870	527	526	345	335	298	263	278	294	672	695	195	747	765	242	149	947	641	494	849	147	423	966	633	660	273	164	837	289	334	778	832	935
Oricot 10 1010			COORDINATES	EASTING	702306.870	702301.527	702276.526	702276.345	711723.335	711715.298	711715.263	711745.278	711759 294	711749.672	701107.695	701102.195	701101.747	702397.765	702041.242	C0///2027/	712267.947	732532.641	732546.494	732550.849	737574.147	732612.423	732653.966	732741.633	732912.099	712188.273	/32913.164	737638 837	732597.289	732566.334	732554.778	732558.832	732545.935
Date		O BE SET	PROJECT C		463578.155	463589.152	463588,618	463597.097	473606.937	473602.963	473691.358	473661.370	473621.972	473621.969	455486.184	455852.090	455915.624	462791.817	462039.928	473481.987	473376.826	478164.023	478159.740	478173.570	478211.317	478191.732	478272.930	478322,846	478312.146	473730.321	4/83/9112 211.6768/4	478280.673	478199.475	478186.517	478190.156	478203.033	478207.020
		UMENTS 7 EY FEET	POINT	NUMBER	34767	34768	34769	34770	34772	34774	34775	34777	34781	34782	34783	34784	34785	34789	34791	34885	34886	34888	34889	34890	34892	34893	34894	34896	34897	34898	24899	34901	34902	34903	34904	34905	34906
Description		TABULATION OF MONUMENTS TO BE SET U.S. SURVEY FEET							-																												
Description Intitlats (		Τ¢		ION																																	
Date				DESCRIPTION																																	
1.1.	E 700 0202		COORDINATES	EASTING	725076.006	725076.181	725056.065	725094 190	726989.210	726971.220	726971.117	727008.927	726989.115	731294.600	731294.444	731314.312	/31256.313	731376 601	114369.768	714076.422	713581.712	713573.006	713030.145	100.270201	702374.030	702372.016	702362.095	702363.333	702373.373	02105201	707384 053	702373.187	702372.068	702381.988	702384.030	702371.605	702277.059
	1560 BROADWAY, SUITE 700 DENVER. COLORADO 80202 (303) 299-6990		PROJECT CO	NORTHING	477379.761	477363.605	477343.389	477362.834	477368.607	477370.313	477353.213	477332.790	477352.911	477342.044	477325,667	477305.477	4//305.85/ 252 300077	000.020114 ATTAA 210	473757.381	473595.991	473515.265	473552.883	473483.064	463281.505	463113.575	463049.186	462916.329	462890.656	462832.4/3	462791 726	462829.384	462892.357	462915.584	463048.441	463113.695	463316.214	463563.672
	1560 B DENVE (303) 2(		POINT	NUMBER	34618	34619	34621	34624	34625	34626	34627	34630	34632	34633	34634	34636	3403/	34640	34641	34642	34643	34644	34645	34748	34750	34751	34752	34754	34/55	34758	34760	34761	34762	34763	34764	34765	34766

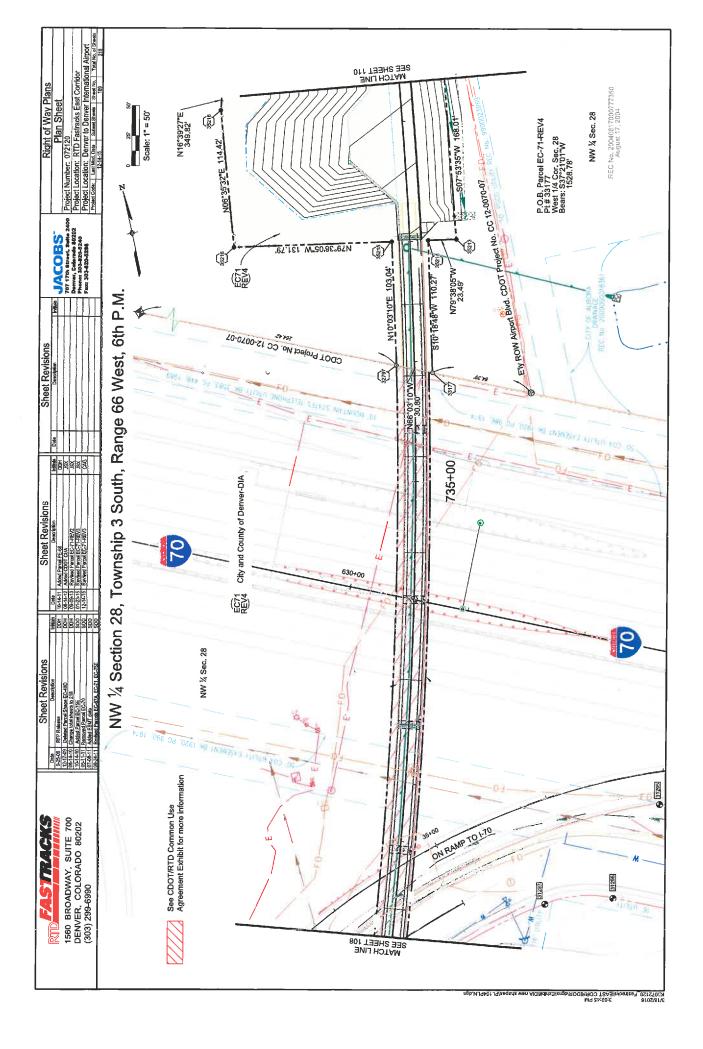
Monumentation Sheets	Project Numbe Project Locatio Project Locatio	210																																		
JACOBS <sup>¬</sup>	707 17th Strock, Suite 2390 Denver, Colorado 20202 Phone: 303-820-5240 Faut 303-820-5240			DESCRIPTION																																
Initiale			COORDINATES	EASTING	730761.762	731026.922	731037.666	732384.105	732516.245	732678.002	732786.842	733037,899	733062.812	733066,932	733020.763	732996.801	732011 070	712196.292	733009.007	733026.836	733022.733	733025.896	733027.241	733027.247	733041.580	733041.574	733043 580	733057.913	733057.907	733059.324	733059.396	733062.566	733066.673	733084.506	702195.801	733110 557
Date		TO BE SET	PROJECT CO	NORTHING	477432.435	477430.370	477436.302	477433.885	477449.745	477529.955	477601.580	477973.663	478802.257	479006.500	479405.493	479425.339	4/94/5.12U	473530.991	480754.782	480754.685	480004.535	480004.518	479991.344	479992.469	479992.391	479991.266	479992 380	479992,301	479991.176	479991,169	480004.334	480004.317	480754.467	480754.369	464392.335	478796.431
Description		TABULATION OF MONUMENTS TO BE SET U.S. SURVEY FEET	POINT	NUMBER	35001	35002	35004	35006	35007	35009	35010	35013	35016	35017	35023	35024	52055	35029	35033	35034	35035	35036	35038	35039	35040	35041	35043	35044	35045	35046	35047	35048	35049	35050	35052	35063
Date Description Initials Date		TAB		DESCRIPTION					1																											
	≡ 700 0202		COORDINATES	EASTING	733255.326	733272.430	733392.479	733363.038	733403.700	733456.737	733447.688	733511.063	733479.624	733477.962	733418.052	733402.8/0	733049.940	733022.189	733022.058	733062.558	733062.640	201055.061	701030.061	701030.113	701045.113	701055.048	702164.409	702144.523	702261.111	702226.356	702238.118	701158.745	701159.194	701164.680	701106.11g	701203.616
	1560 BROADWAY, SUITE 700 DENVER, COLORADO 80202 (303) 299-6990		PROJECT CO	NORTHING	478651.428	478647.280	478539.971	478509.321	478521.682	478347.214 479245 750	478343.150	478192.269	478322.860	478328.965	478526.045	478647.045	479956.964	479966.101	479942.116	479941.895	4/9956.895	453041.045	453041.014	452999.886	452999.904	453051.045	465631.125	465656.862	465620.895	465436.648	465620.313	455915.995	455852.490	455487.498	454055 020	453689.279
	1560 E DENVE (303) 2		POINT	NUMBER	34907	34908	34910	34911	34912	34913	34916	34917	34918	34920	34921	34973	34927	34954	34955	34956	16646	34963	34964	34965	34966	34968	34973	34974	34983	34984	34985	34992	55545	34994	34996	34997

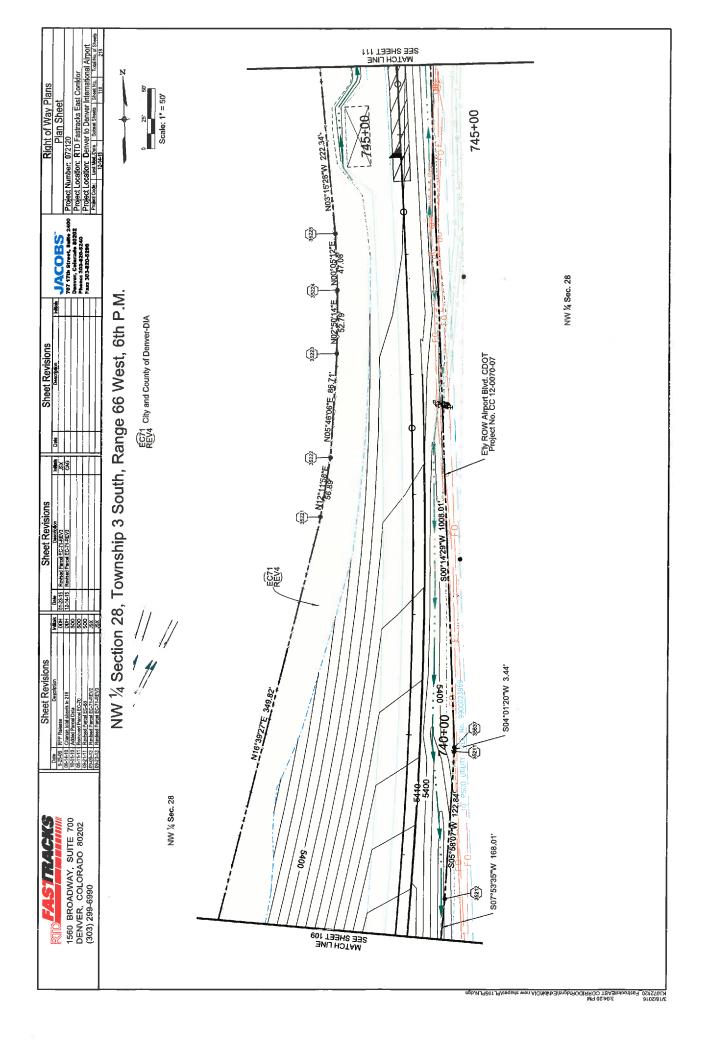
Monutmentation Sheets Monumentation Sheets Project Number, 072120 Project Location; ATD Fastracts East Contdor Project Location; Denver International Airport Preved cest, Last Mag. Ten Sasses Steeps 1 Seawle, a Steeps																																			
JACOBS 707 17th Street, Bells 2300 Denver, Colarado 80202 Phones: 303-420-5248 Faur 303-420-5248			DESCRIPTION																																
		COORDINATES	EASTING	701147.277	701120.620	701132.641	701141.356 701143 969	701144.040	701131.406	701084.036	701086 080	701084.540	701098,352	701080.781	731251.093	733043.977	733063.621	170.000cc1	711766.929	711769.522	701147.875	701148.930	701147.467	701146.047	701147.647	701147.684	701146.084	000-44-TTO/	701146.703	701144.703	701066.282	701108.673	701141.643	701143.642	701143.571
	TO BE SET	PROJECT CO		456733.385	451299.352	451354.955	451441.223	451541.026	451763.007	452125.886	161.001264	452540.761	452669.145	453051.078	477342.458	478515.270	478842.775	473530.873	473573.591	473530.826	456730.188	456710.543 A56705 044	456705.034	456917.246	456917.256	456911.756	45/112024	457173 707	457118.297	457118.284	456966.808	457123.191	457756.260	457756.234	457750.734
	TABULATION OF MONUMENTS TO BE SET U.S. SURVEY FEET	POINT	NUMBER	35220	35221	35222	\$7765	35225	35226	35227	35229	35230	35231	35232	35247	35248	35249	35256	35257	35258	35264	35265	35267	35268	35269	35270	1/755	35372	35274	35275	35276	35277	35278	35279	35280
	TABU		DESCRIPTION																																
E 700 0202		COORDINATES	EASTING	733194.259	733213.562	/33254.028 733775 065	733103.819	702207.919	702202.168	701072,290	701132.642	701072.592	701197.947	701204.398	702097.051	/02158.482	702240.403	702161.522	702240.263	702227.135	701152.129	701080.273	701079.977	701161.308	701159.902	701164.232	701215.177	701224.332	701225.706	701212.932	701189.861	701166.753	701136.852	701007.208	701159.065
1560 BROADWAY, SUITE 700 DENVER, COLORADO 80202 (303) 299-6990		PROJECT CO	NORTHING	478647.425	4/8660.139	4/800/.1/8 478661 857	478514.490	463775.955	463602.434	456970.084	453739.859	453664.915	453568.500	453575.931	462026.085	468115.109 460114 063	467995.008	467995.147	465535.676	466128.408	453735.355	453066.077	453075.796	453144.394	453364.958	4533/6.344	453352,541	452163.688	451105.731	450983.553	450817.138	450821.365	450826.834	450850.547	453625,438 A50464 210
1560 E DENVE (303) 21		POINT	NUMBER	35064	35065 2E066	35068	35069	35075	35076	35082	35083	35084	35087	35088	35089	35035	35098	35099	35100	35101	35120	35200	35201	35202	35203	35204	35206	35207	35211	35212	35213	35214	35215	35216	112CE

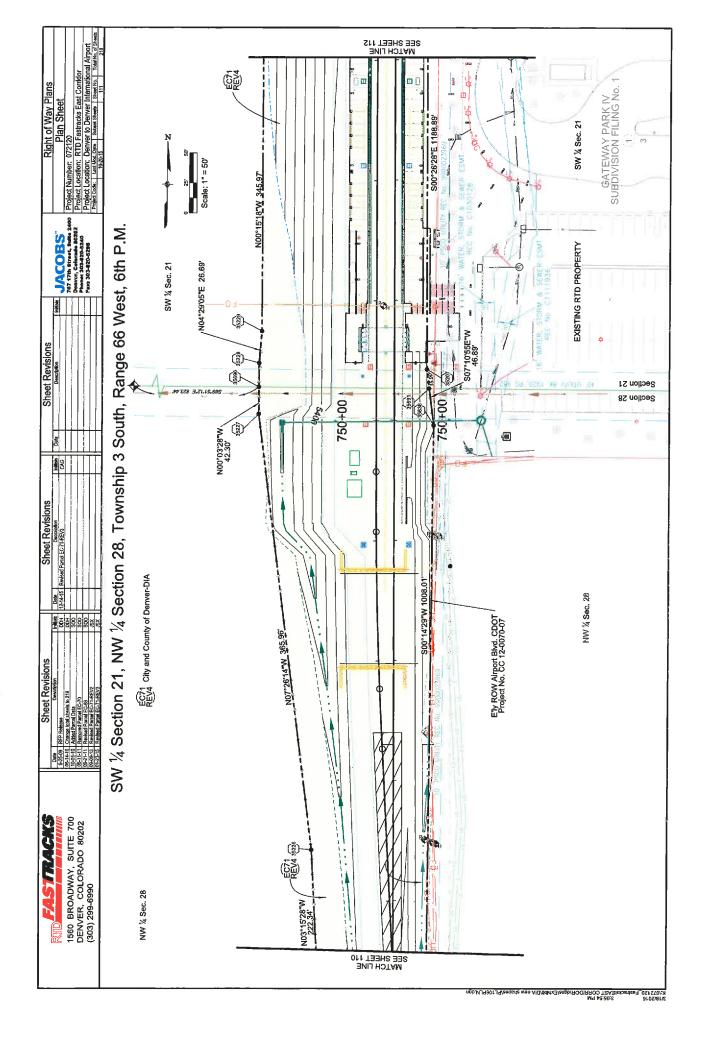
Right of Way Plans Monumentation Sheets	Project Numbe Project Locatio Project Locatio																																						
JACOBS	707 1704 Street, Salton 2300 Denver, Gelarada 80292 Phone: 303-420-5240 Faur 303-420-5288			DESCRIPTION																																			
Sheet Revisions			COORDINATES	EASTING	718029.976	711759.949	1117E7 30C	711720.455	711633.465	711633.449	711674.913	711721.713	705179.988	705222.623	711765.434	701230.194	701225.948	733008.389	733065.248	733065.518	733082.981	733064.903	/33059.165 7220FF F70	733011.375	733096,486	733003.549	733006.584	733093.963	732992.708	733008.149	/3/07/02/22/04	733008.812	733088.394	733080,176	733081.255	733080.162	733080.041	733089.365	733089.081
Date Deed F		O BE SET	PROJECT CC	NORTHING	477524.901	473481.819 477575 264	473445 510	473481.804	473530.770	473571.770	473530.786	473530.804	473459.821	473462.147	473574.735	452117.167	451109.165	480642.027	479031.497	479080.693	480475.812	4/9101.942	4/9192.41/ 470720 AEC	479708.550	480475.738	479885.885	480440.248	480014.904	480598.268	480598.184	180.850084	4807.14.292	480009.872	479990.334	479963.111	479960.832	479938.829	479938.806	479819.951
Intese Date Revisions		TABULATION OF MONUMENTS TO BE SET U.S. SURVEY FEET	POINT	NUMBER	35337	35338	1252	35342	35364	35365	35366	35379	35445	35446	35447	35636	35637	35638	35639	35642	35644	25935	21647	35648	35649	35651	35652	35654	35655	35055	00000	35662	35663	35665	35666	35667	35668	35669	35670
Sheet Revisions				DESCRIPTION																																			
SKS	FE 700 80202		COORDINATES	EASTING	701140.981	702113.623	702144.874	702143.394	702144.221	702145.700	0/120/	/02168./13	/02169.396	799.0/170/	0/71/6170/	702108 633	707199 111	111-661207	111./6120/	703157 061	100.761207	702208.591	702207,911	702206.425	702234.269	702235.862	702235.388	702233.796	702715 410	807 22220/	702259.451	702263.778	702203.595	702200.299	702239.261	702242.583	702144.138	713560.511	717980.407
FASTRA	1560 BROADWAY, SUITE 700 DENVER, COLORADO 80202 (303) 299-6990		PROJECT CO	NORTHING	457674.657	462459.330	462465.623	462465.871	462470.802	462470.553	462630.934	462631.139	462635,092	100.0000000000000000000000000000000000	467869 188	462869 146	467874 137	121-4-204	C/17-2004	465657 180	462635.055	462634.851	462629.898	462630.102	462874.144	462873,992	462869.015	462669.166	763.040004	463776.993	463617.440	463604.603	464262.409	464392.449	464394.461	464263.370	466124.487	473606.878	477510.390
Az	1560 F DENVE (303) 2		POINT	NUMBER	35282	35287	35288	35289	35290	35291	35292	55255	35.25F	25,066	35297	35298	35299	35300	35301	35307	35303	35304	35305	35306	35307	35308	35309	5551U	11000	35313	35314	35315	35316	35317	35318	35319	35320	35330	35331

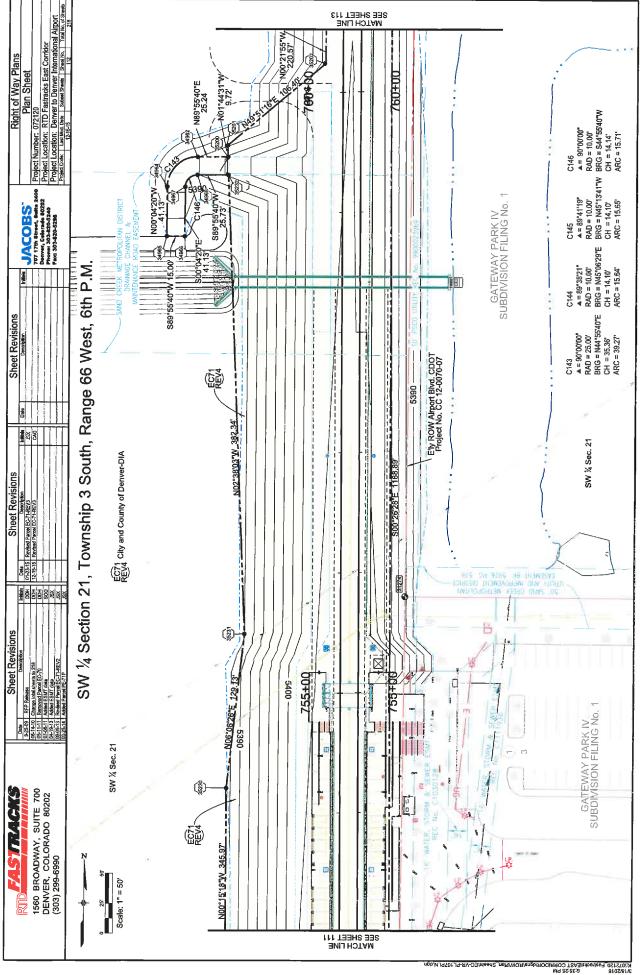
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	Enversor     Enversor	TABULATION OF MONUMENTS TO BE SET U.S. SURVEY FEET	CORDINATES																															
Diversified and Diversified an		TABULATION OF M	DESCEIDTION																															
	02			+	733101.846	733100.627	733095.930	733101.782	733106.164	733115.720	733108.077	733118 643	733121.135	733112.430	701084.014	701226.320	701123.748 701180 765	701559.565	701618.853	702170.145	702227.166	702102.991 702240.508	702080.443	702138.511	710863.119	732967.946	733224.363	702926.015	702924.912	704187.047	733305.708	733327.395	1	
ROADWAY SUITE 700	DENVER, COLORADO 80202 (303) 299-6990		PROJECT COORDINATES	479698.406	479647.745	479633.499	479627.157 479586.852	479579.702	479576.312	479553.836	479551,484	479397 226	479294.606	479284.020	452148.276	452147.912	454798.439 454798 375	460094.136	460094.348	465404.777	465404.660	468054.861 468054.512	470697.732	470697.706	4/34/2.46/ 473530.467	478623.828	478623.442	472476.875	472390.216	473320.380	478623.320	478623.287		
1560 RI	DENVE (303) 25			35671	35672	35673	35675	35676	35677	35681	35682	35684	35685	35686	35690	35691	35692	35694	35695	35696	35697	35698 35699	35700	35701	35703	35704	35705	35706	35707	35708	35710	35711		

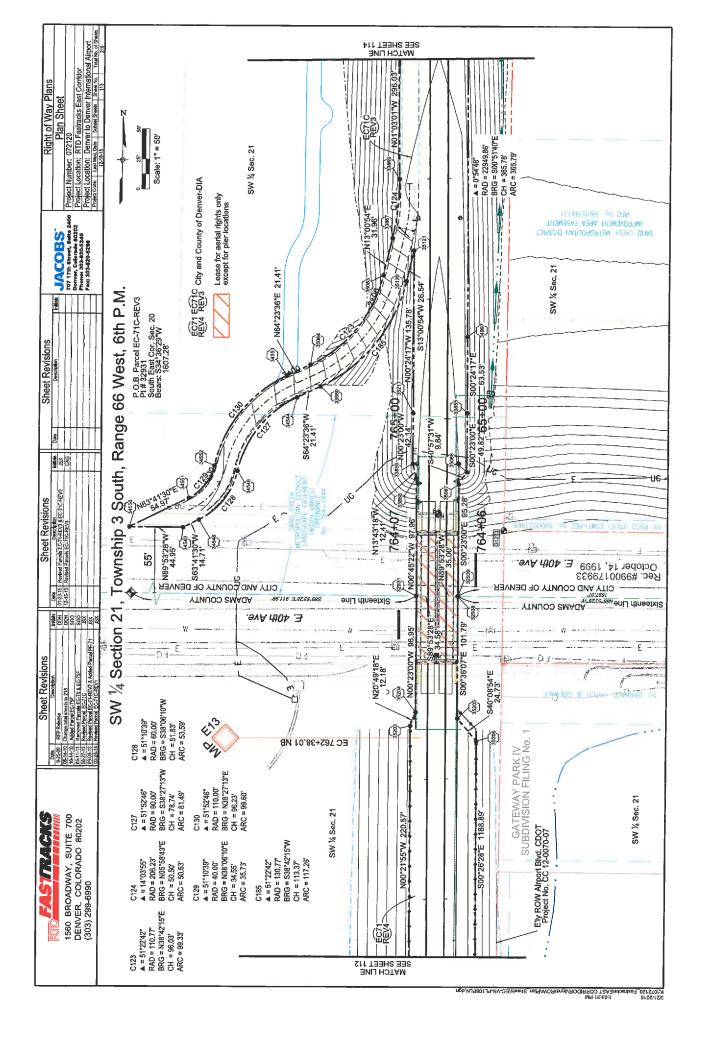


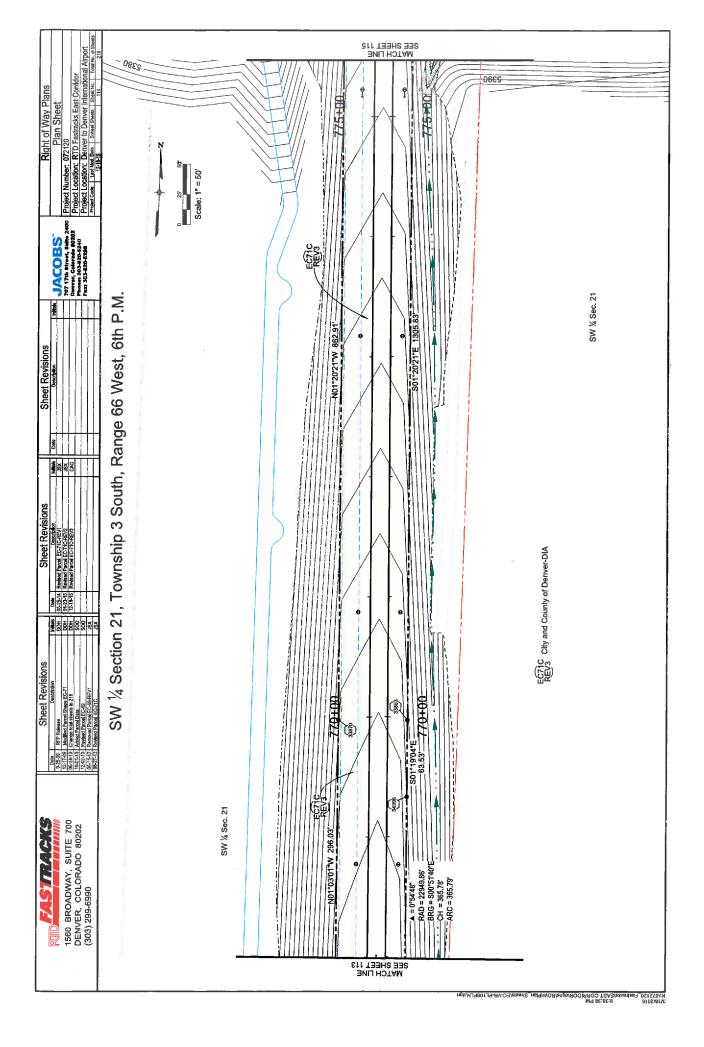


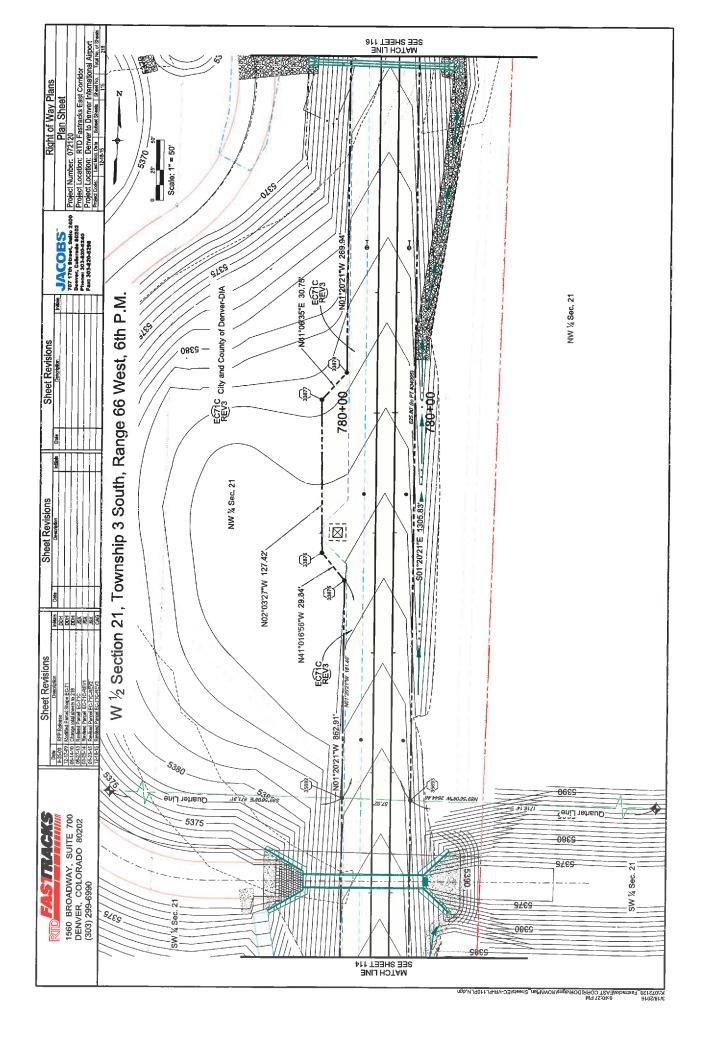


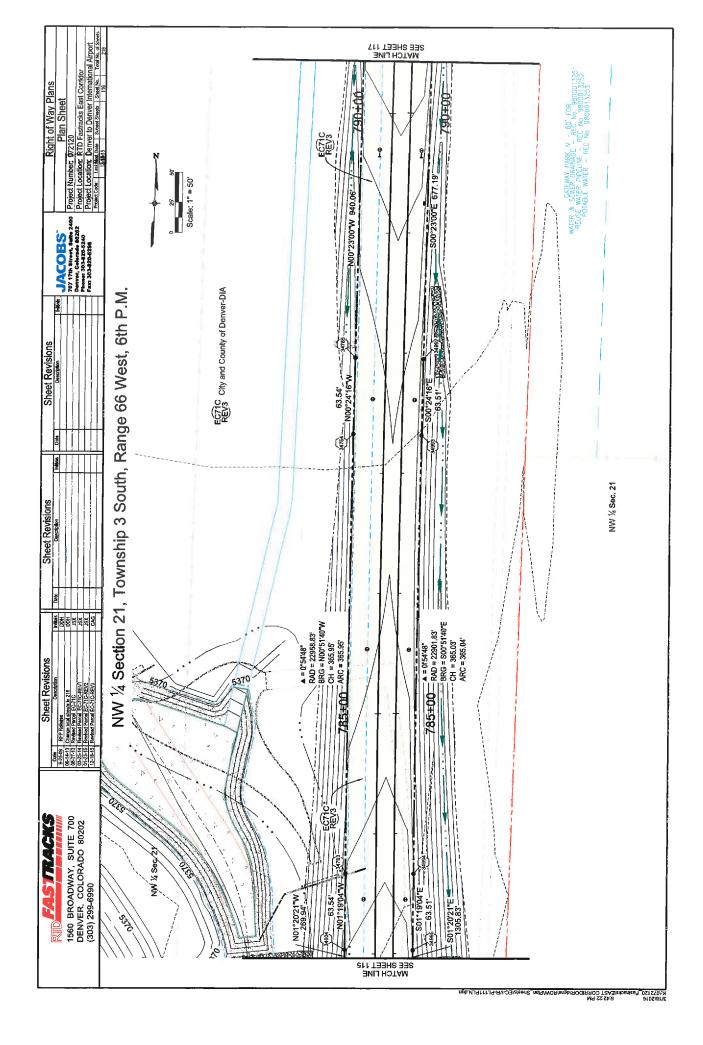


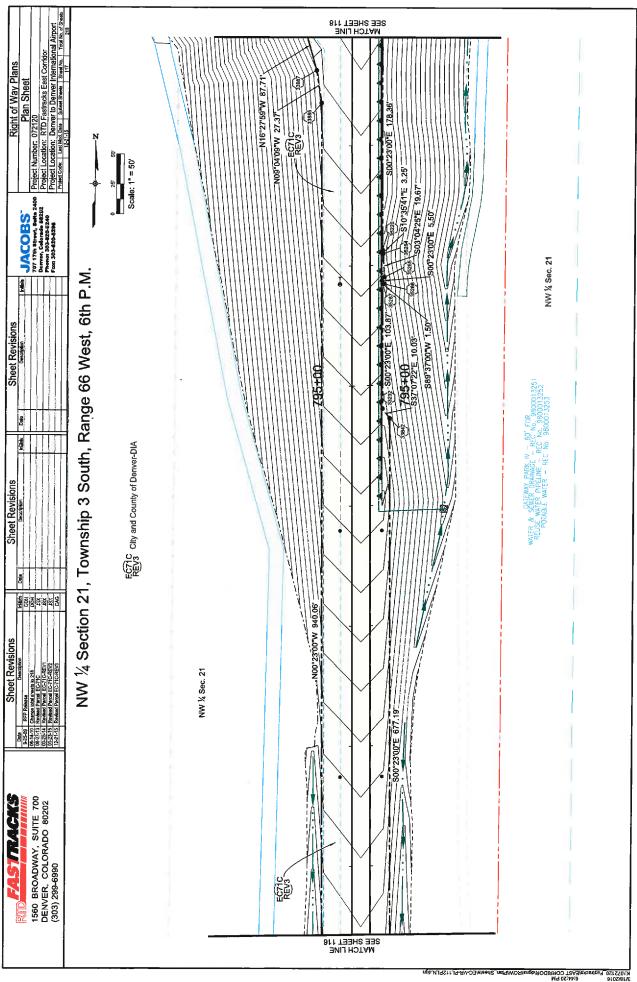
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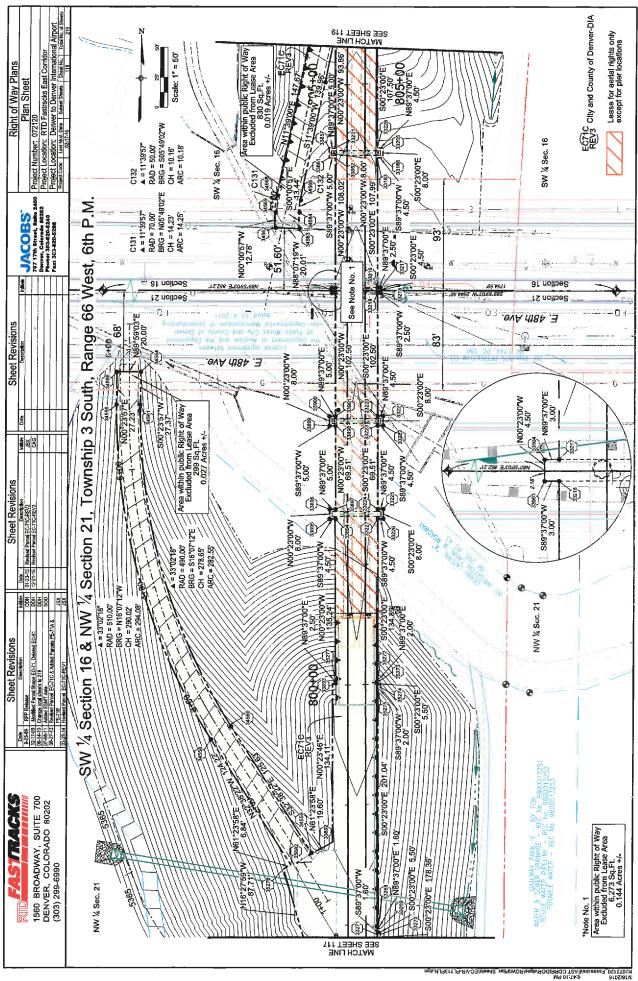


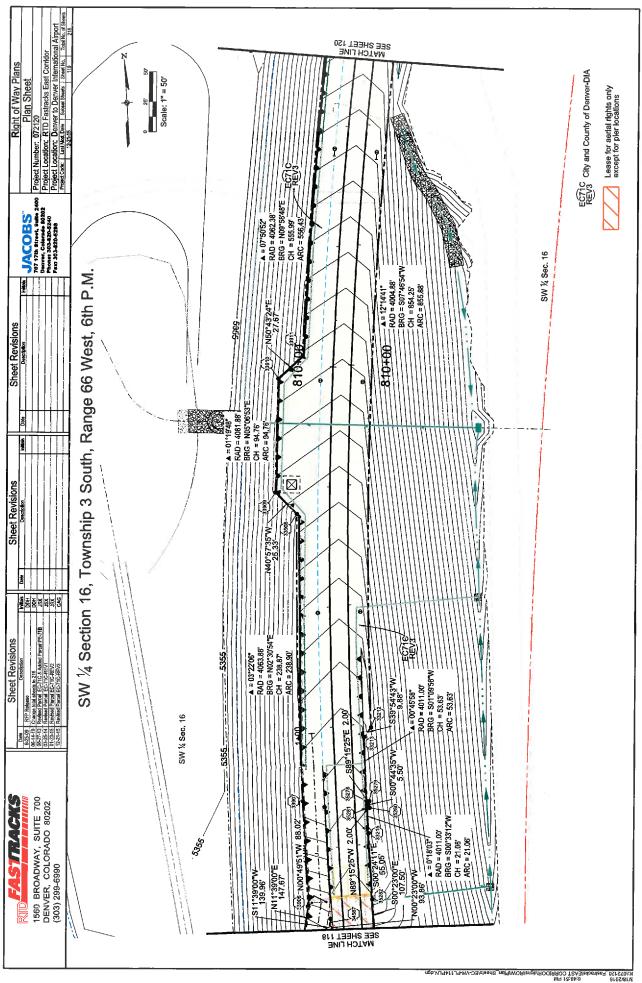


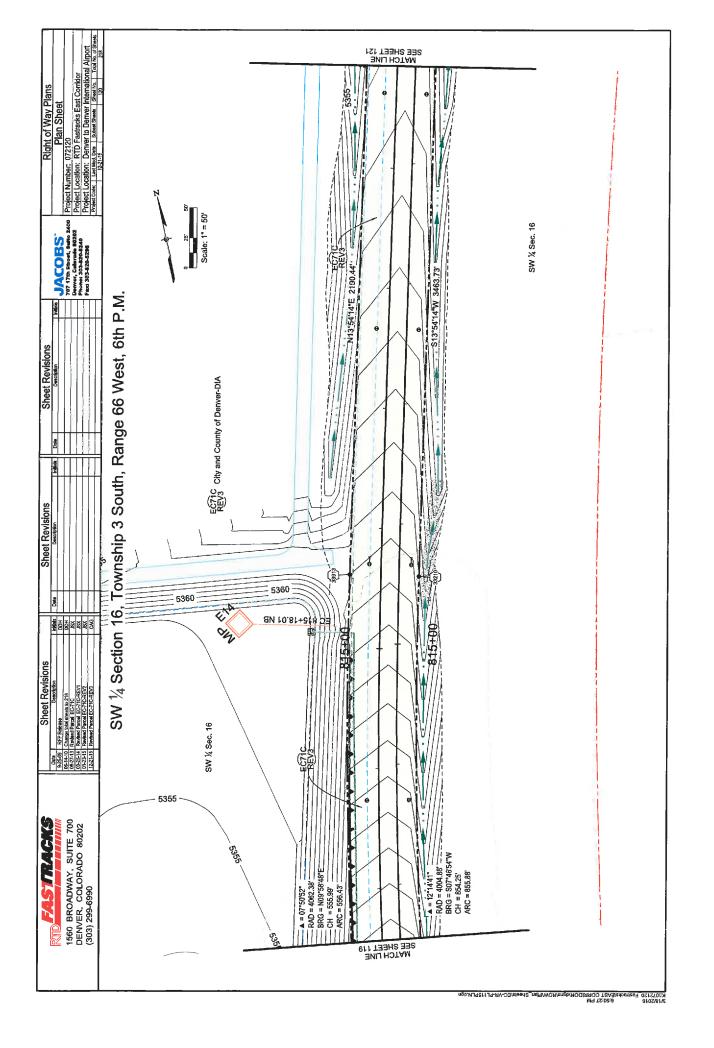


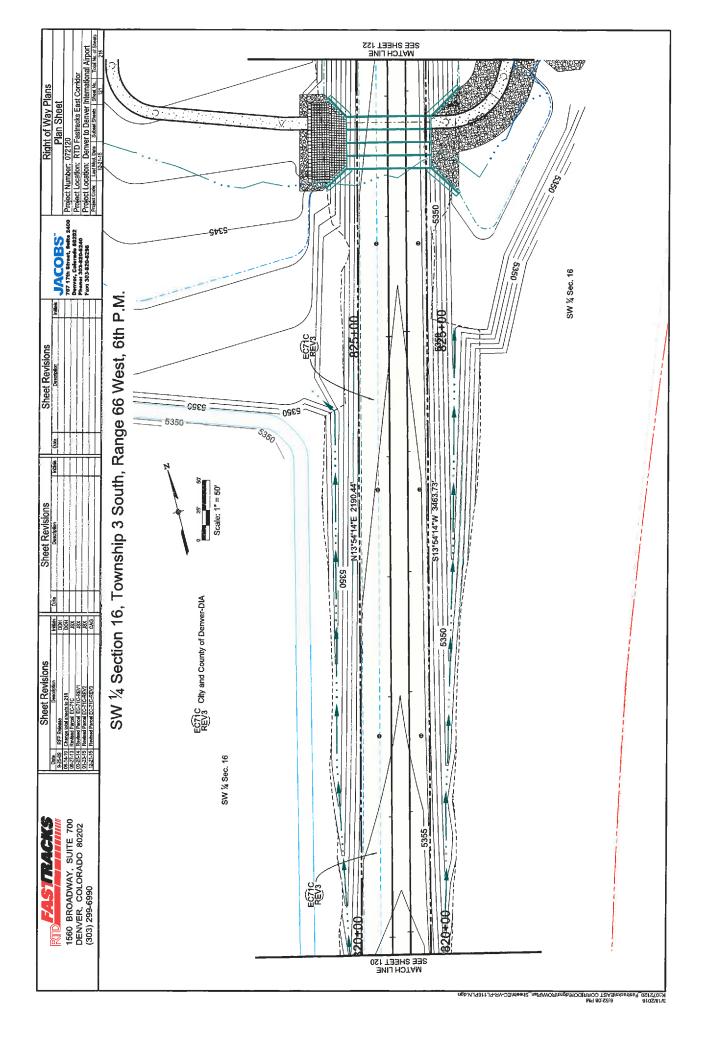


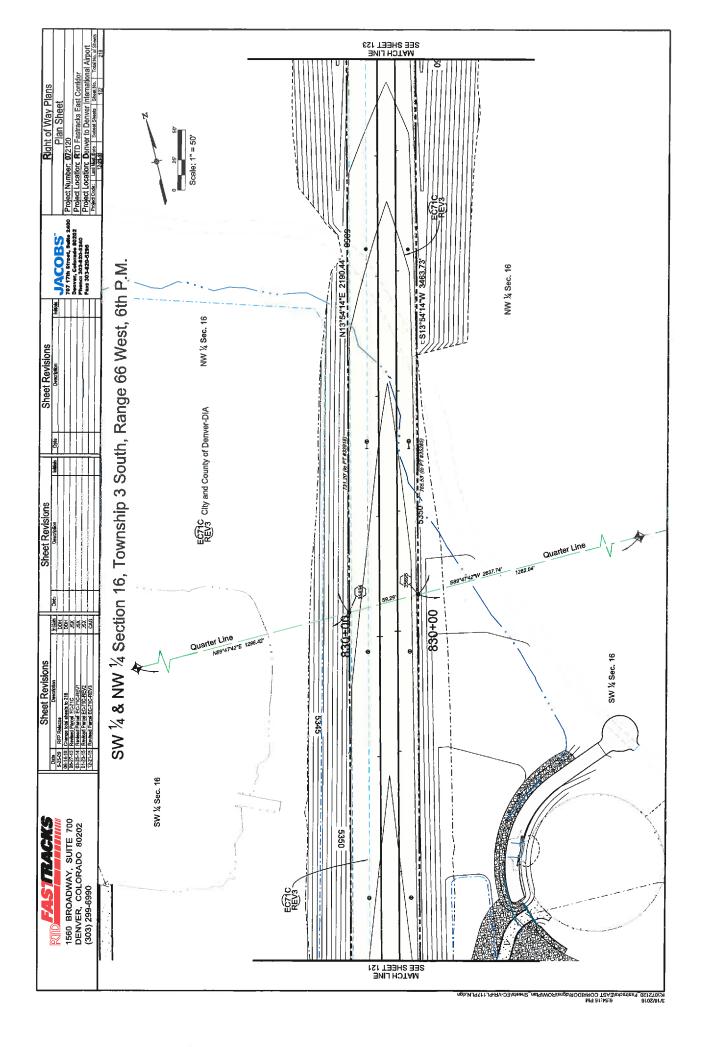


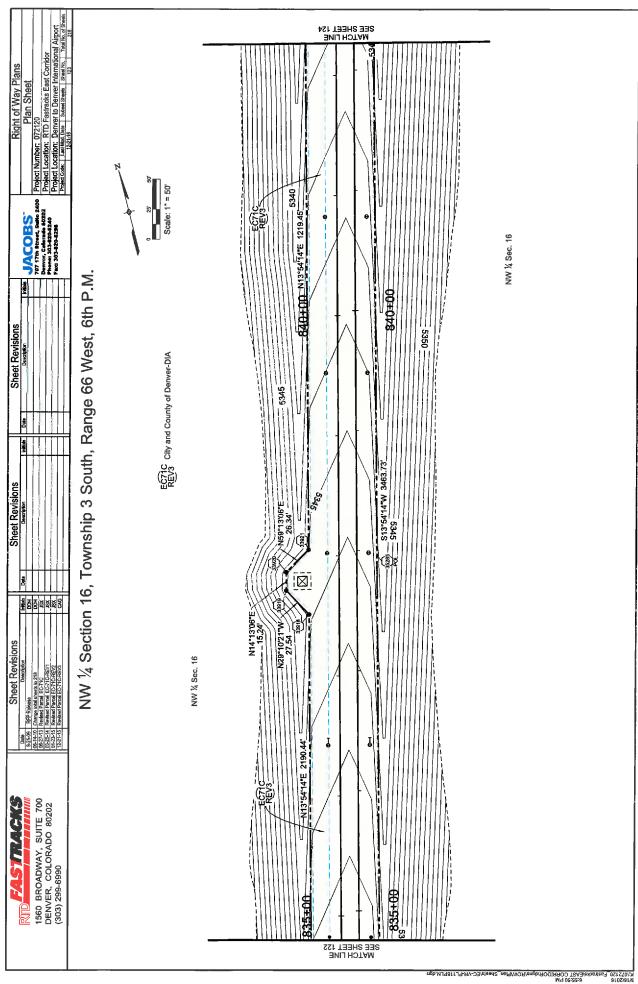


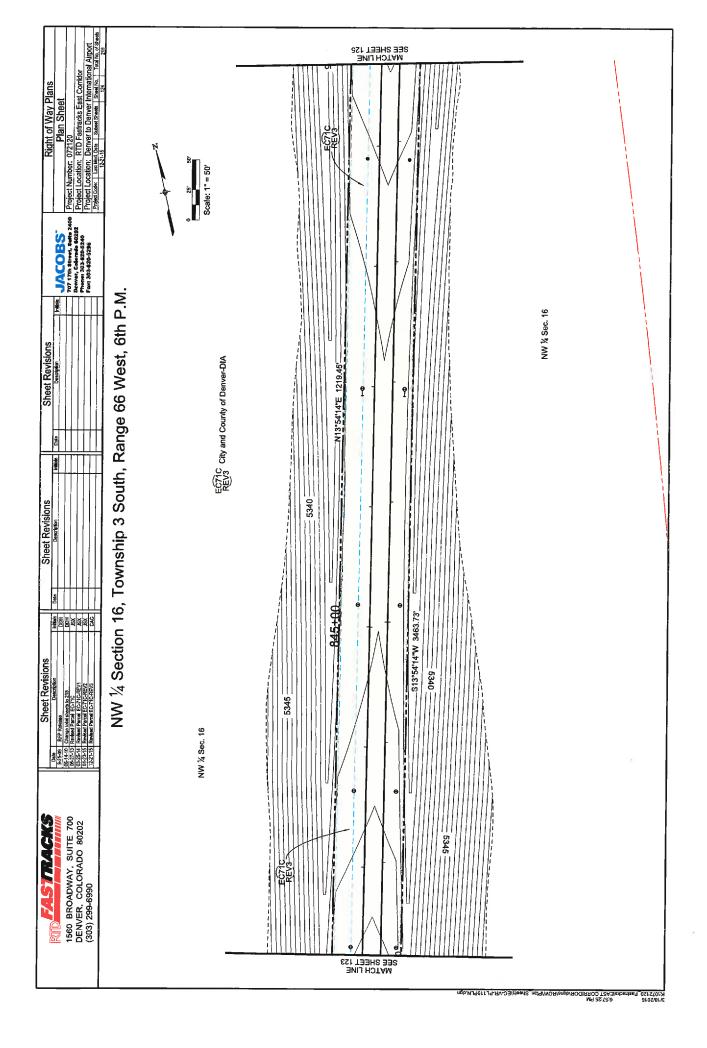


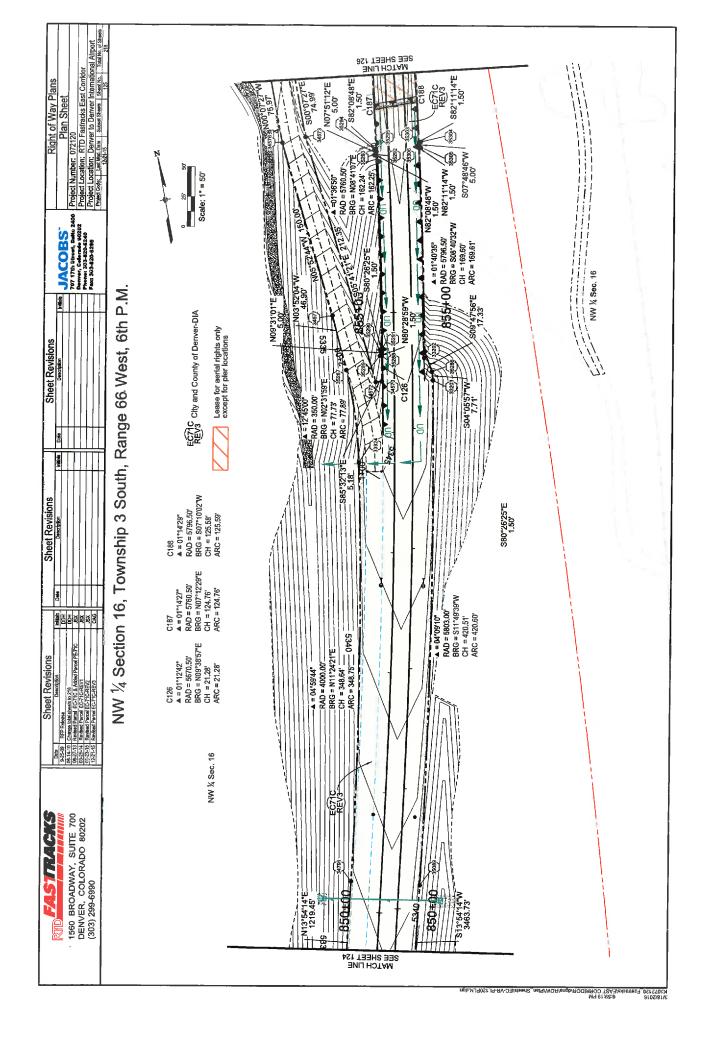


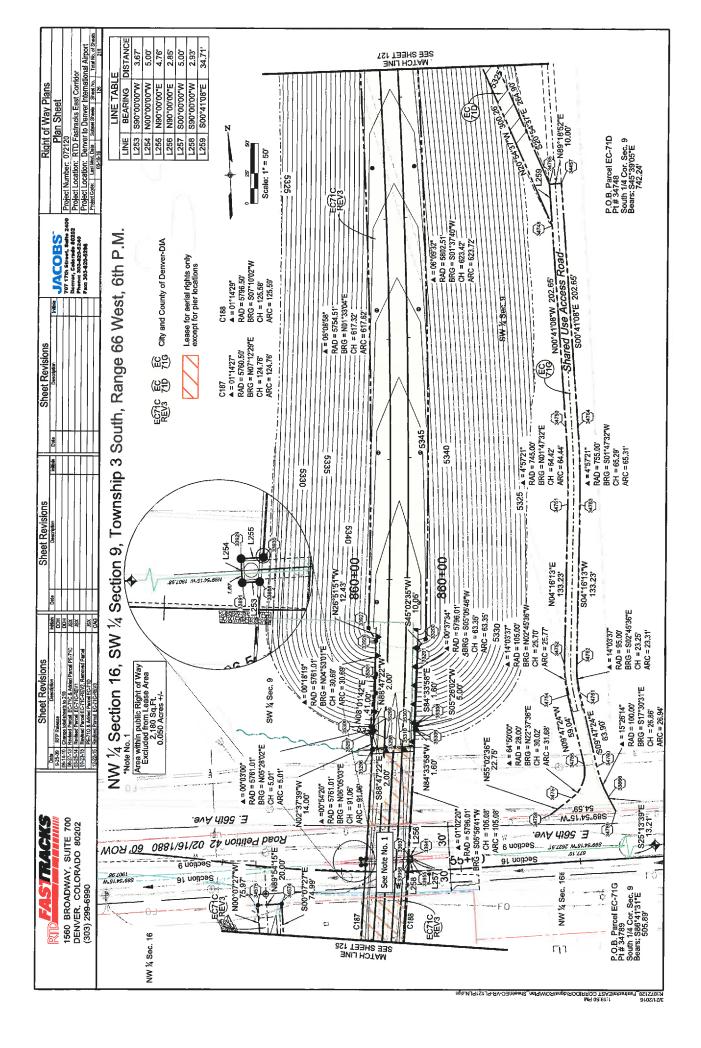


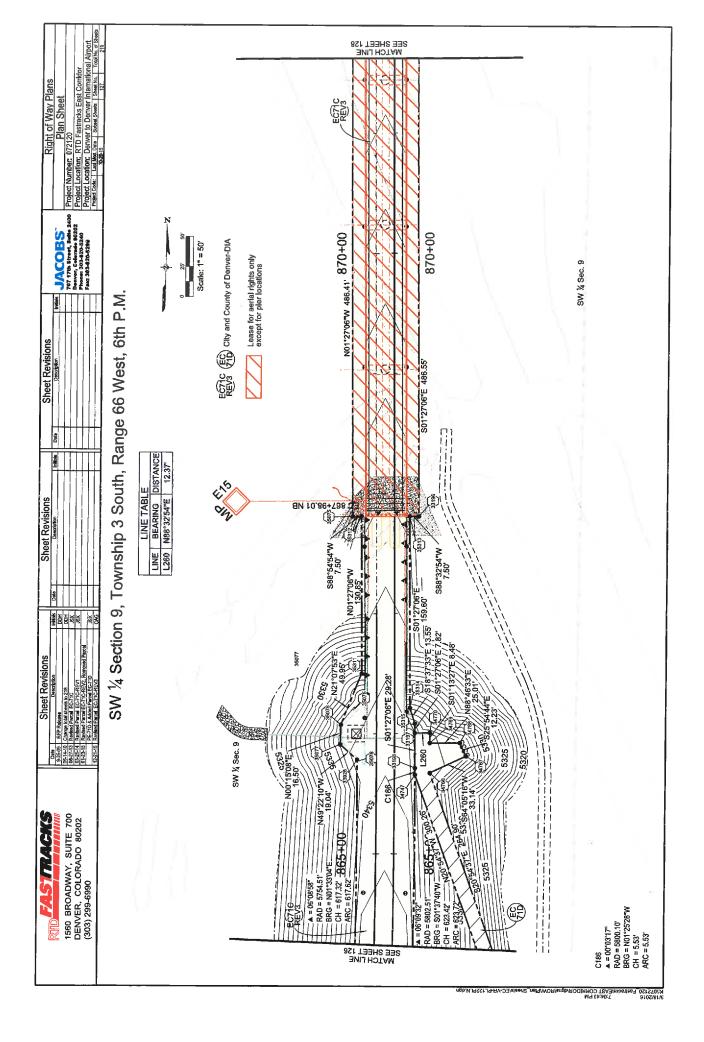


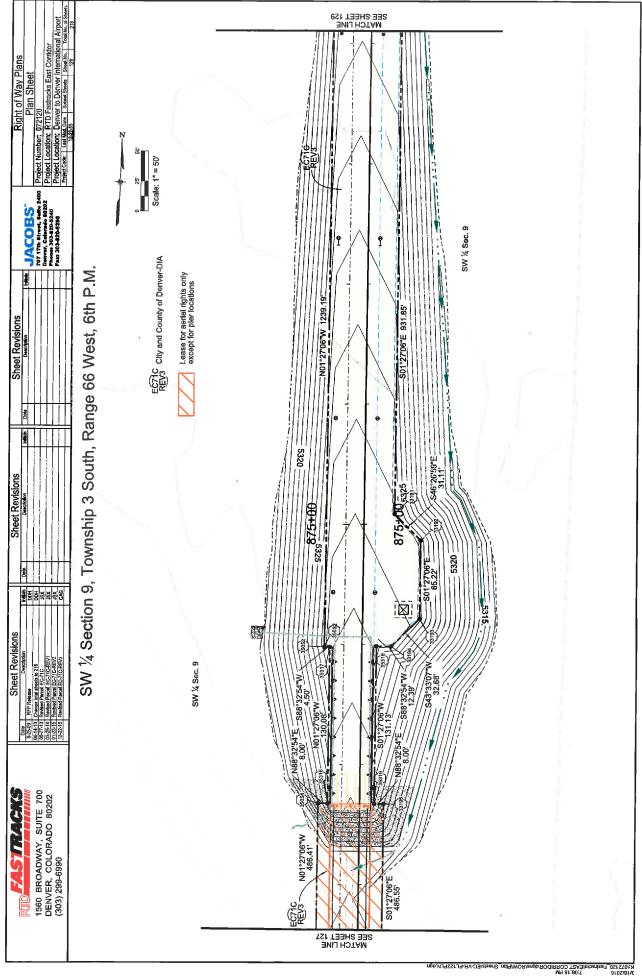


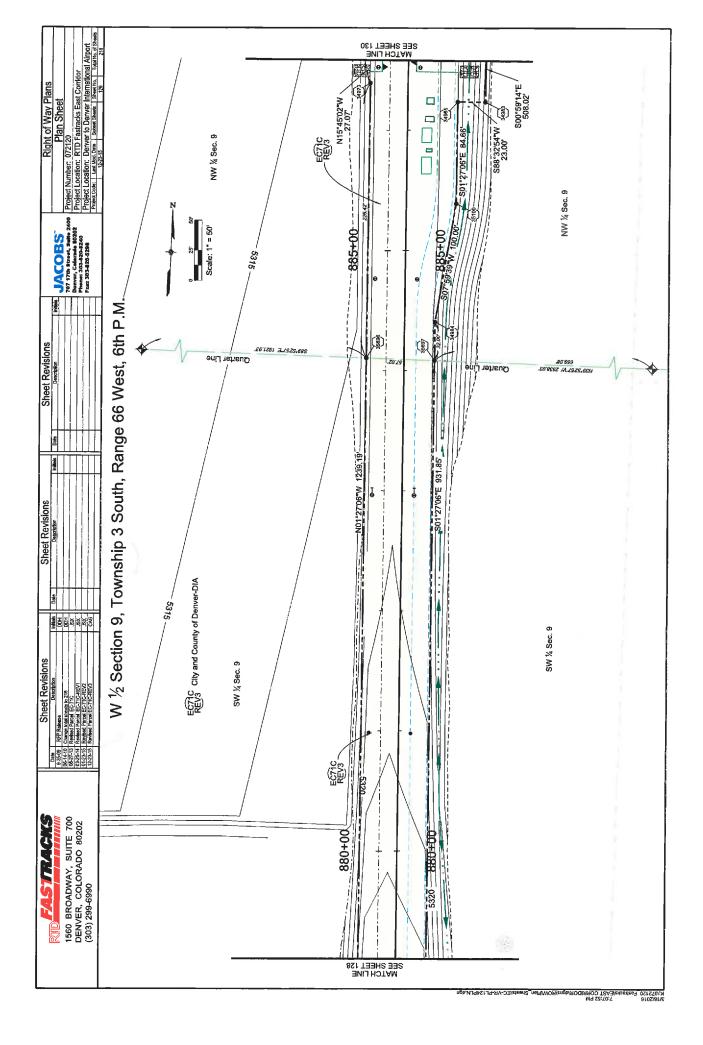


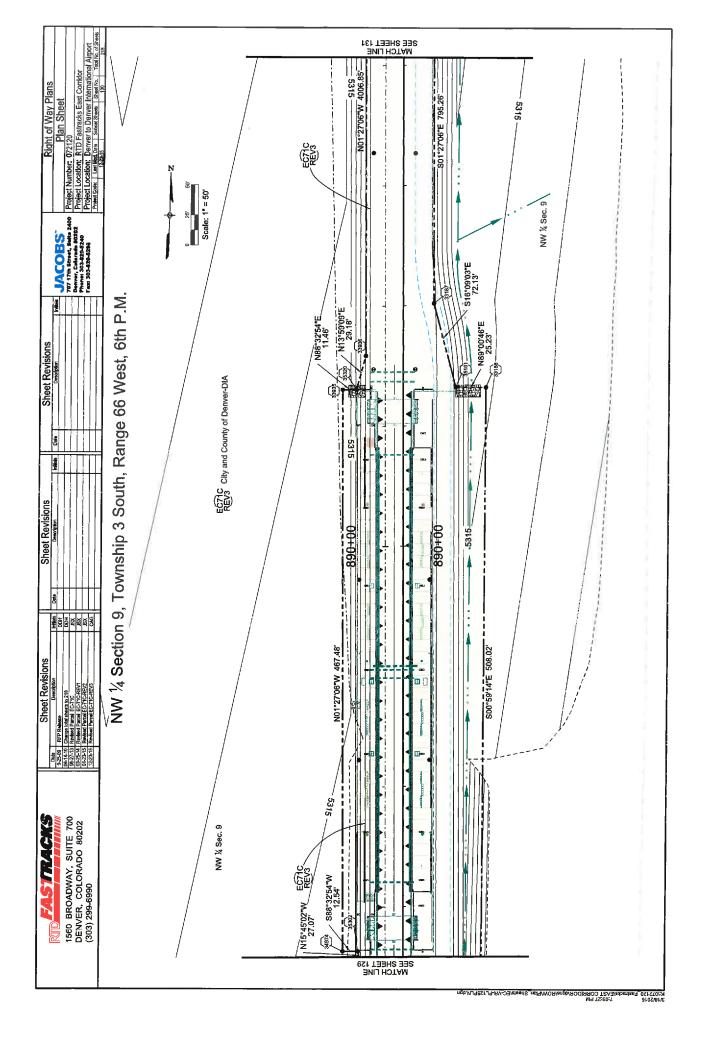


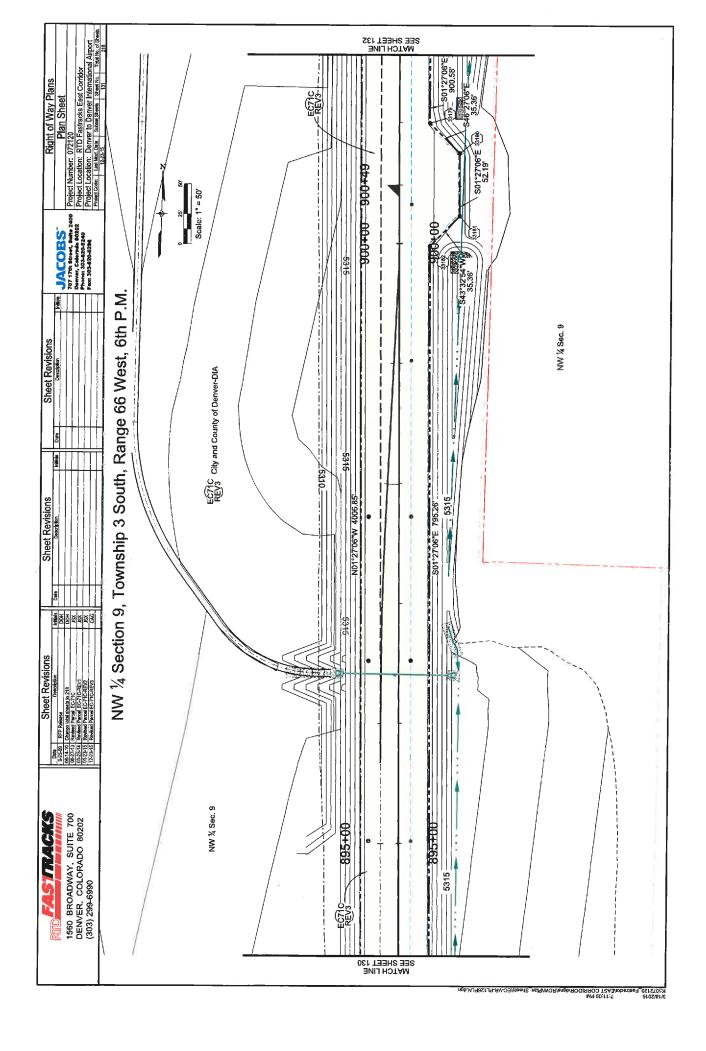


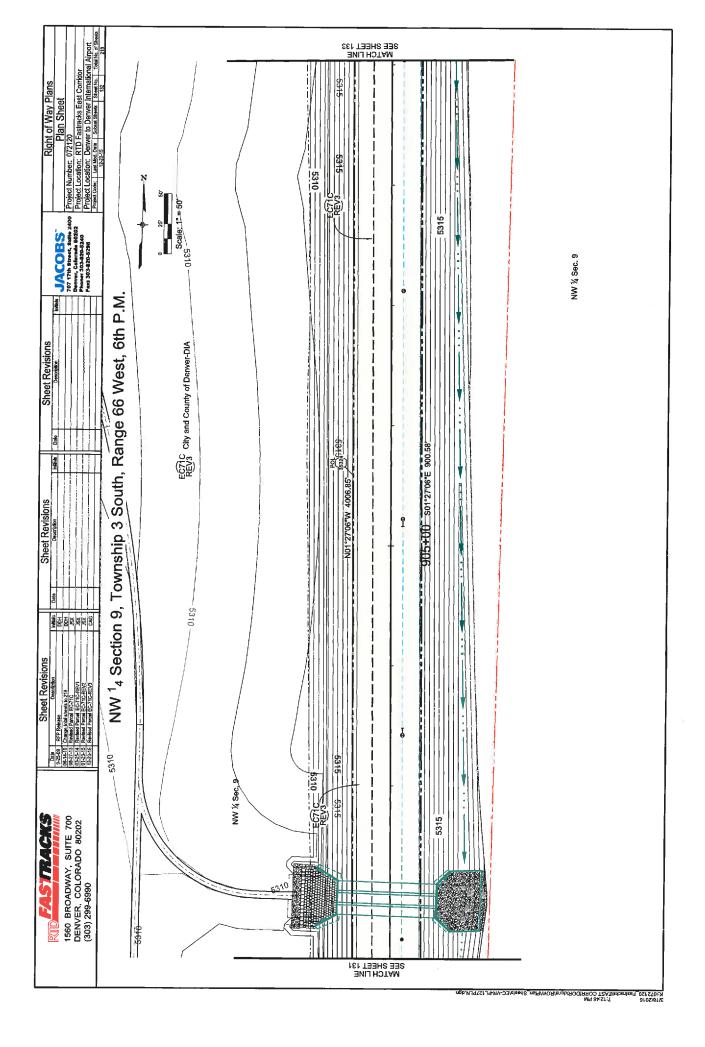


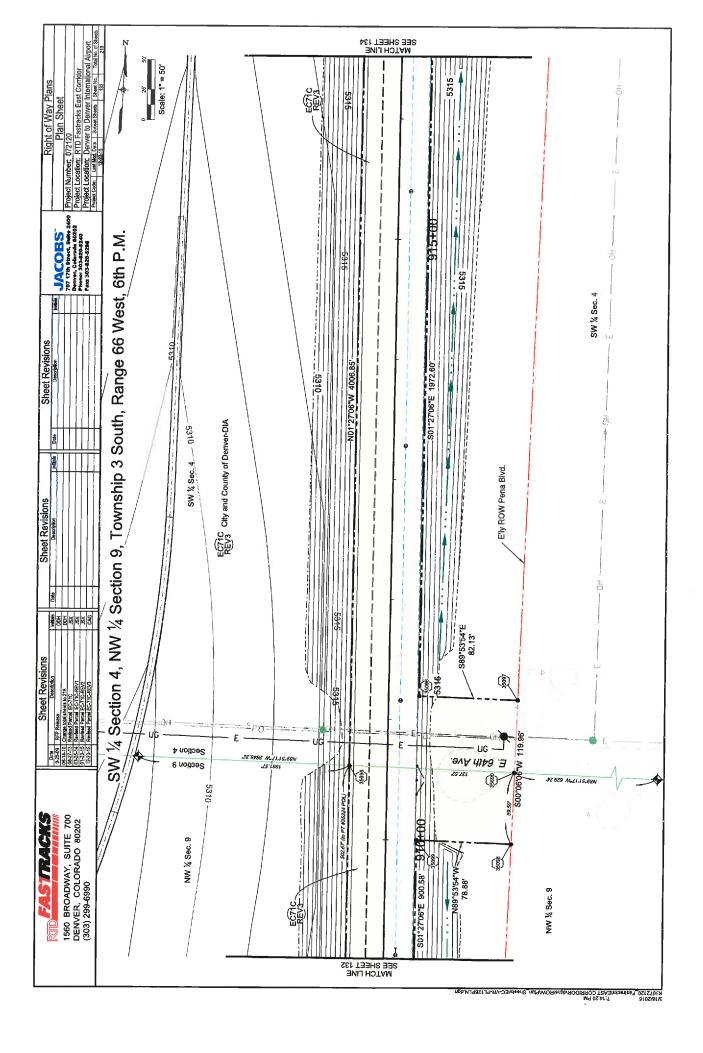


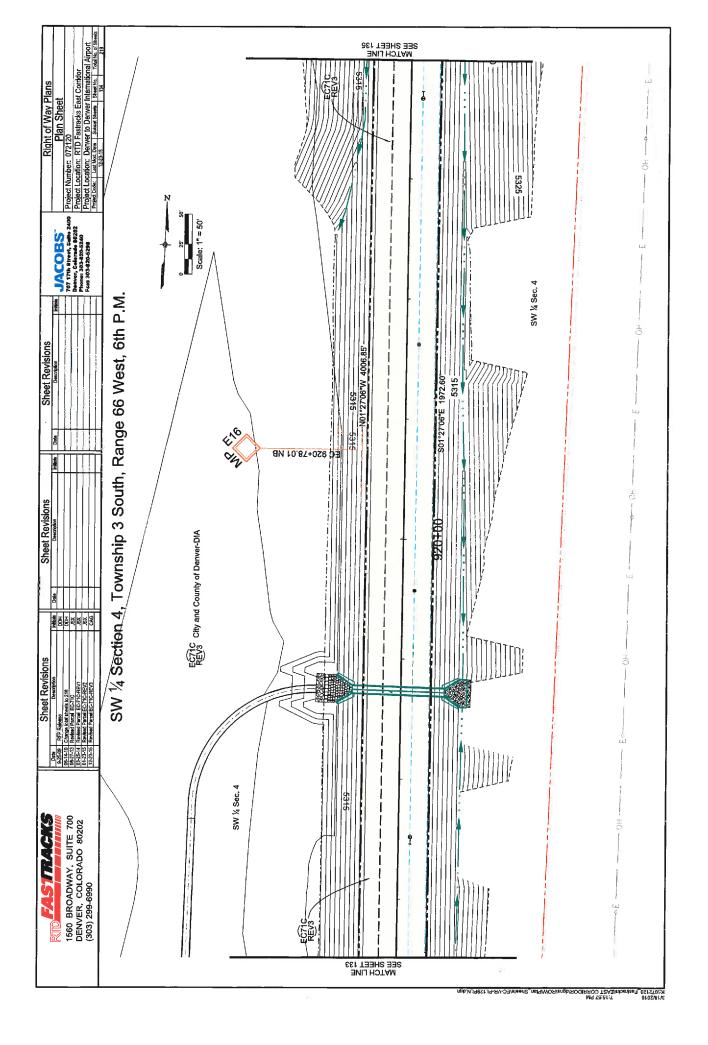


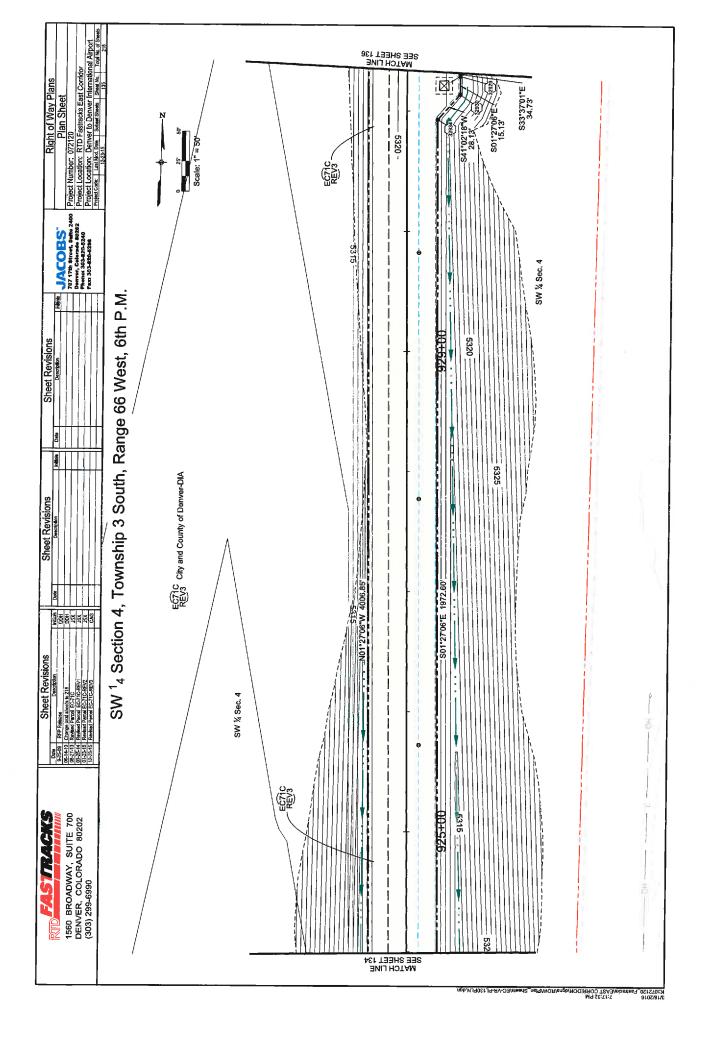


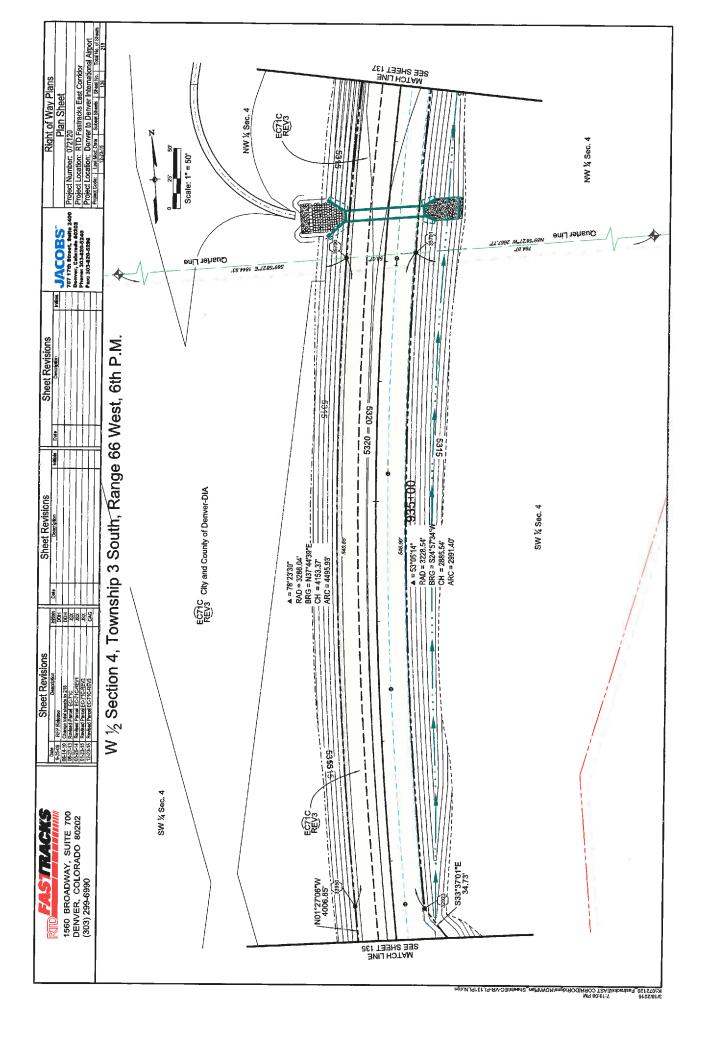


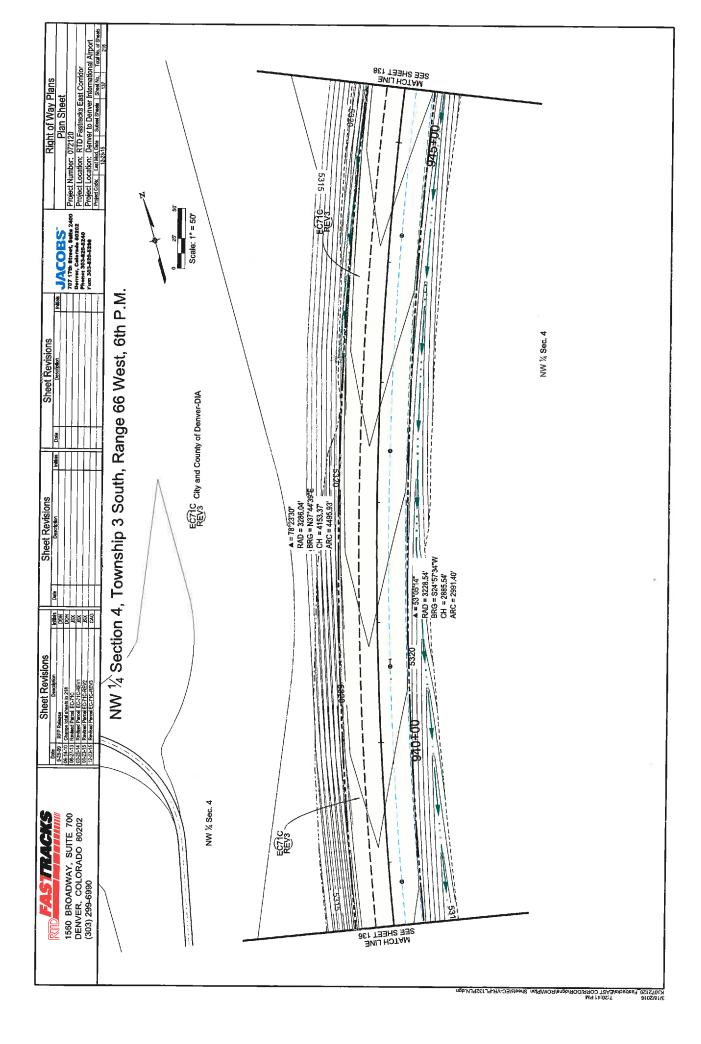


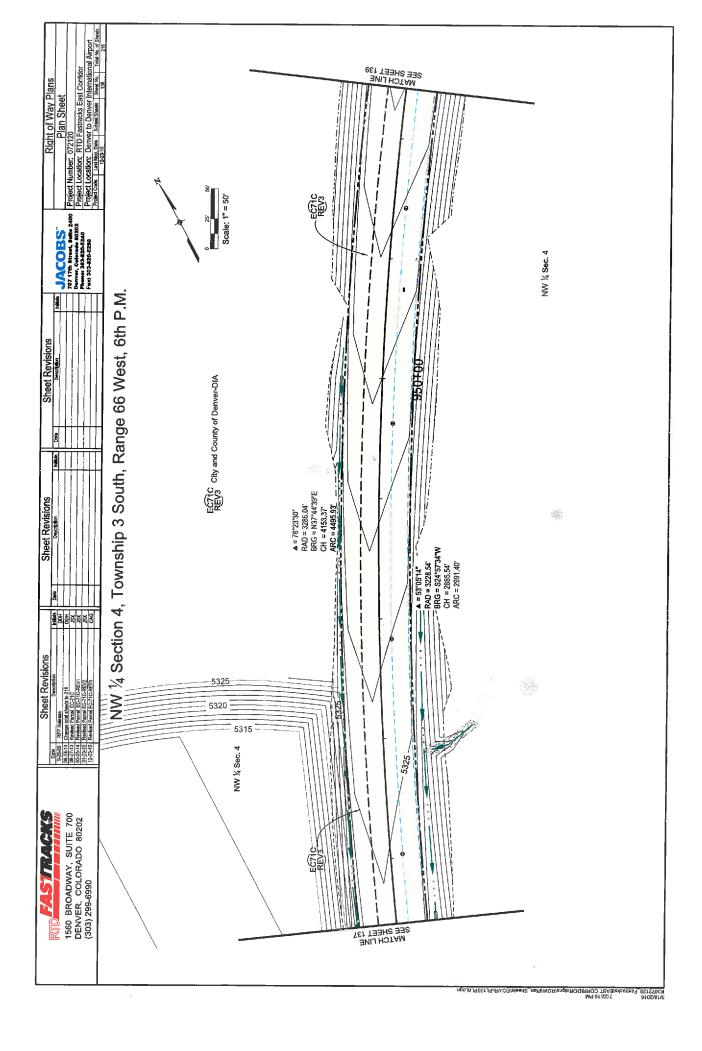


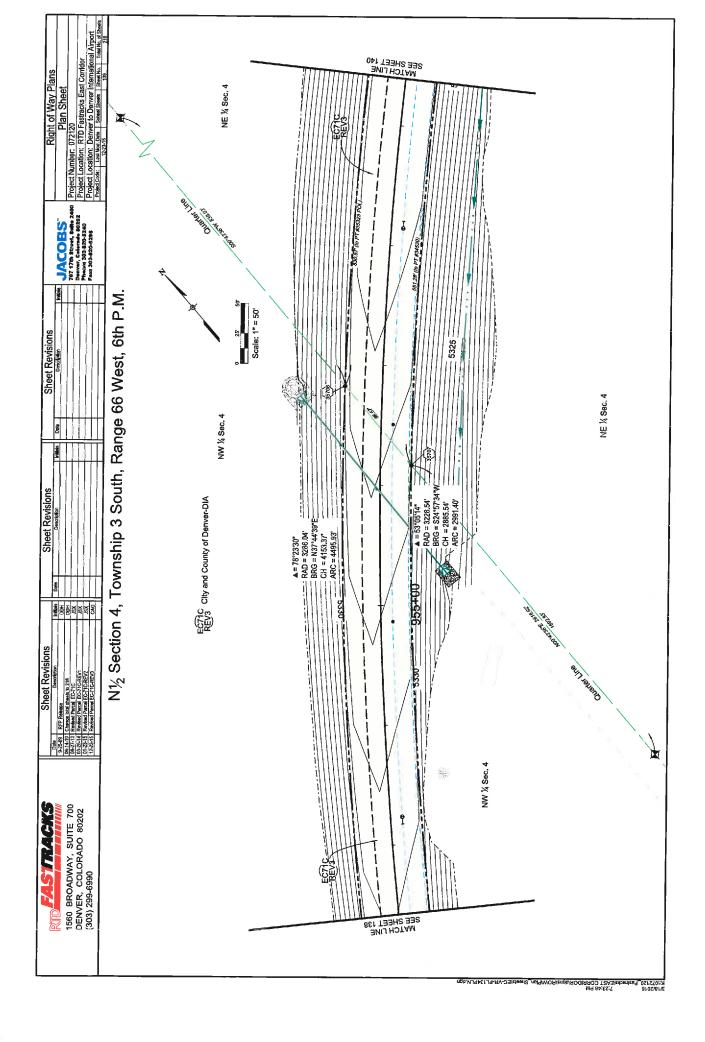


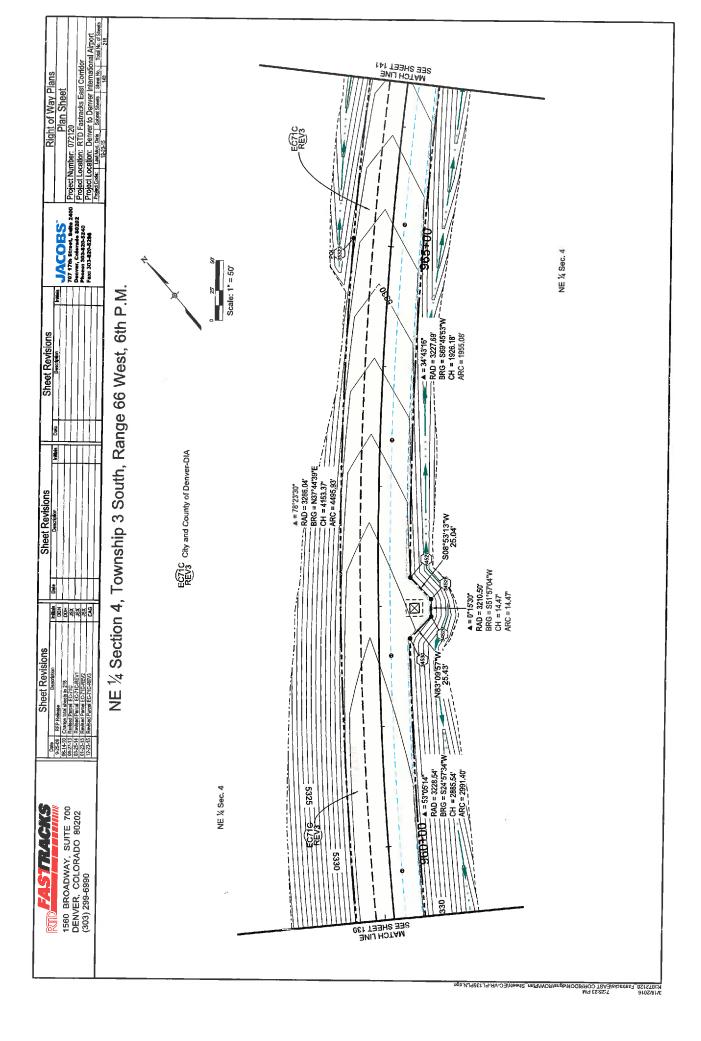


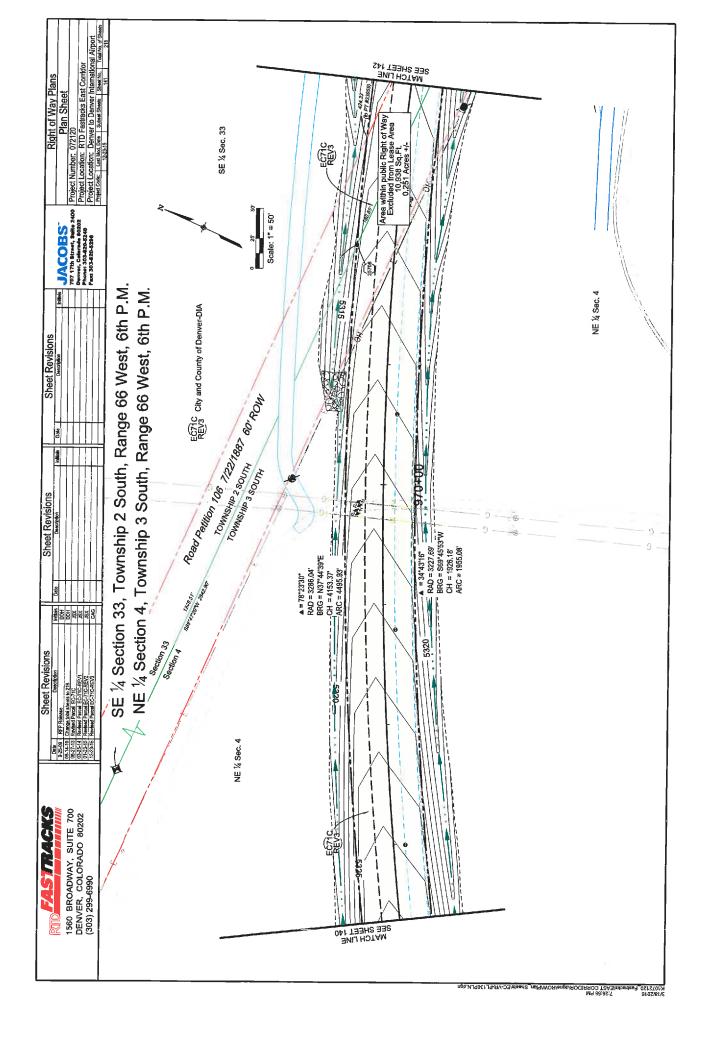


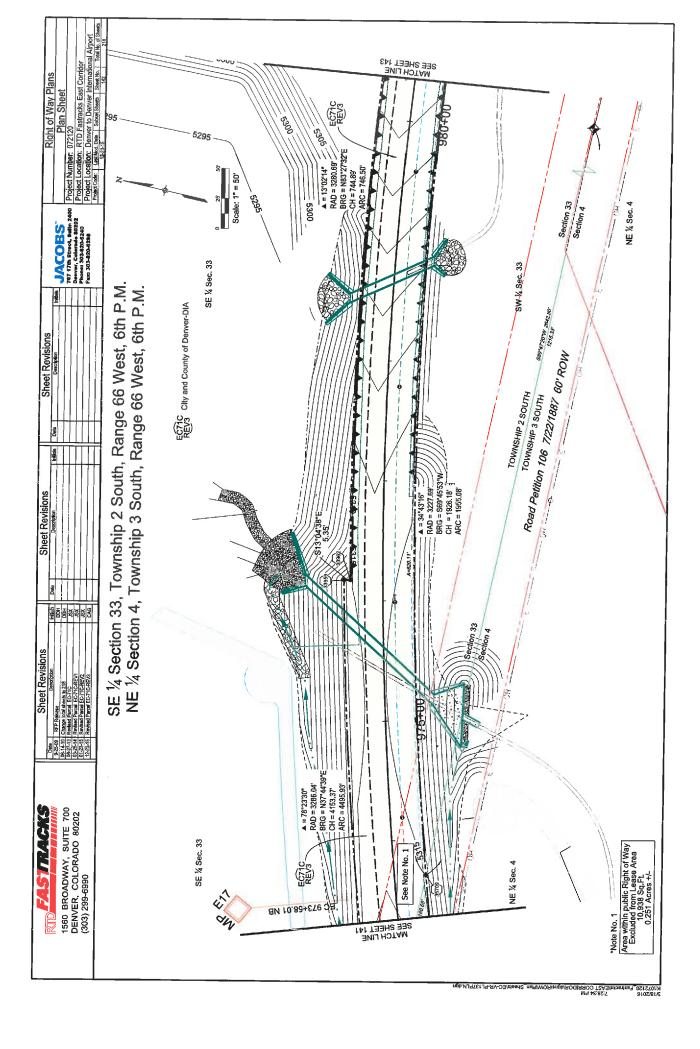


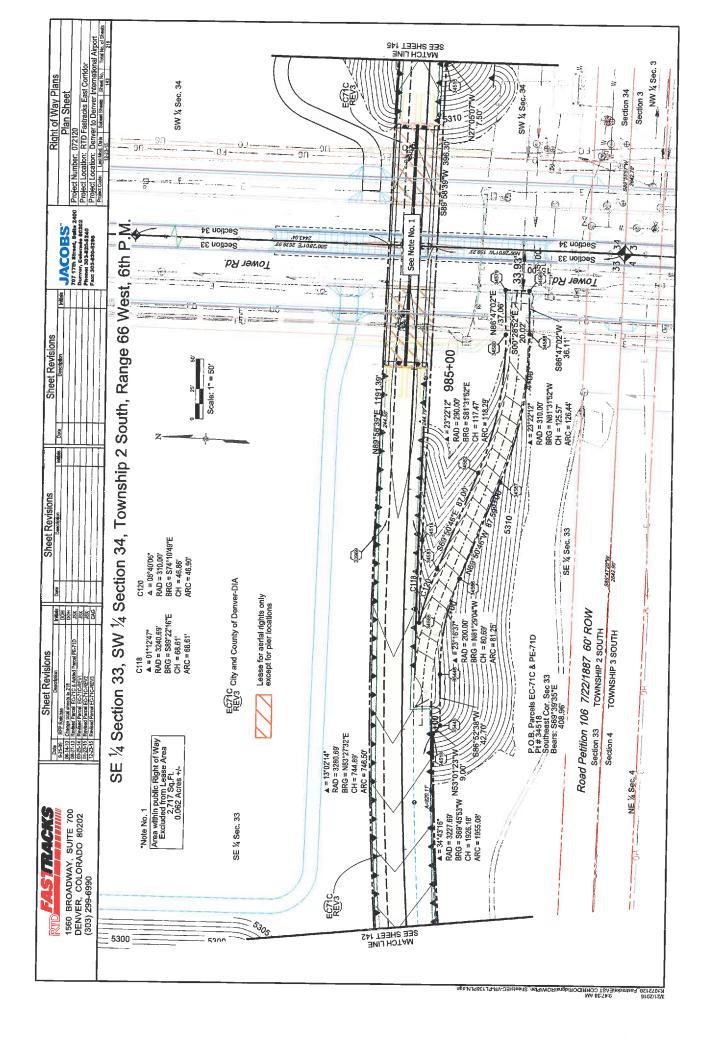




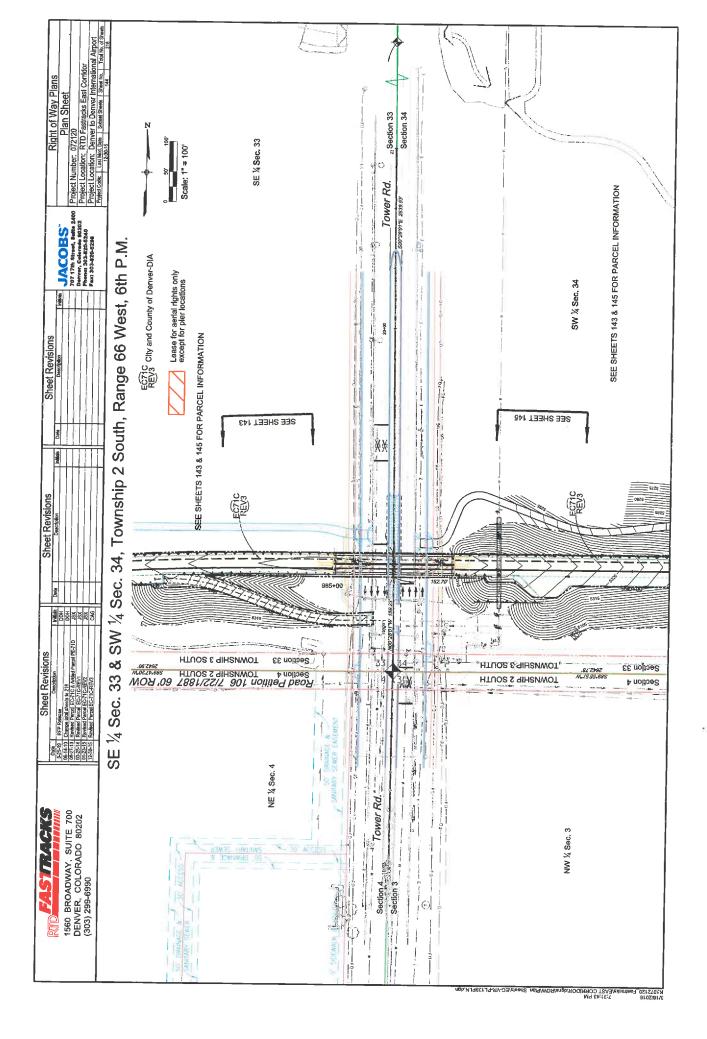


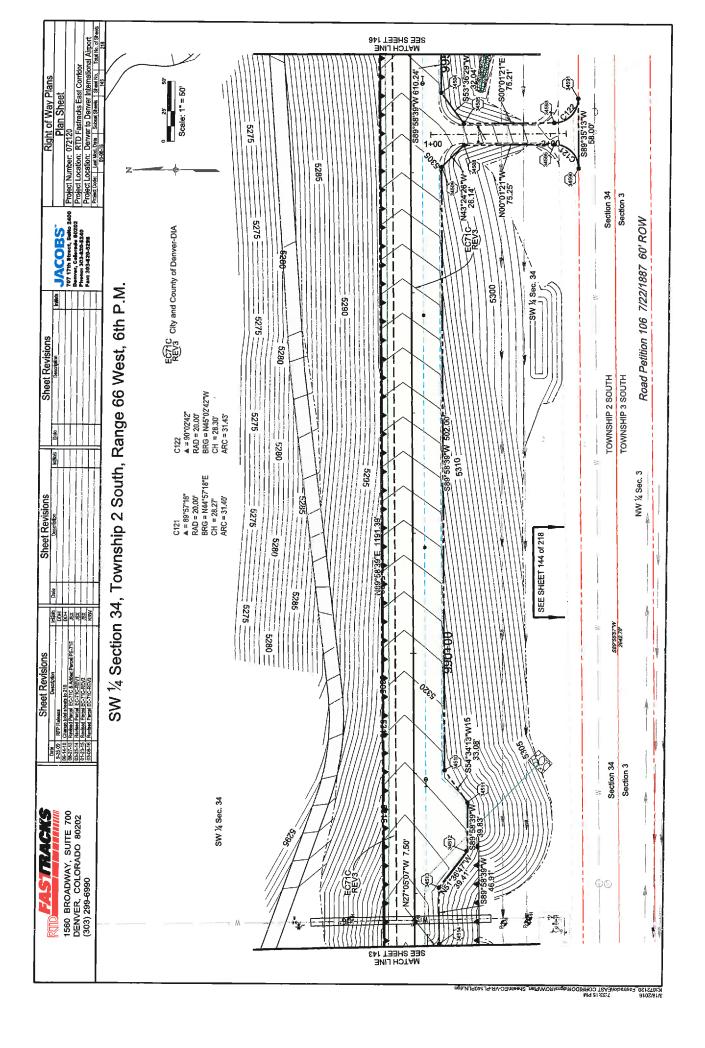


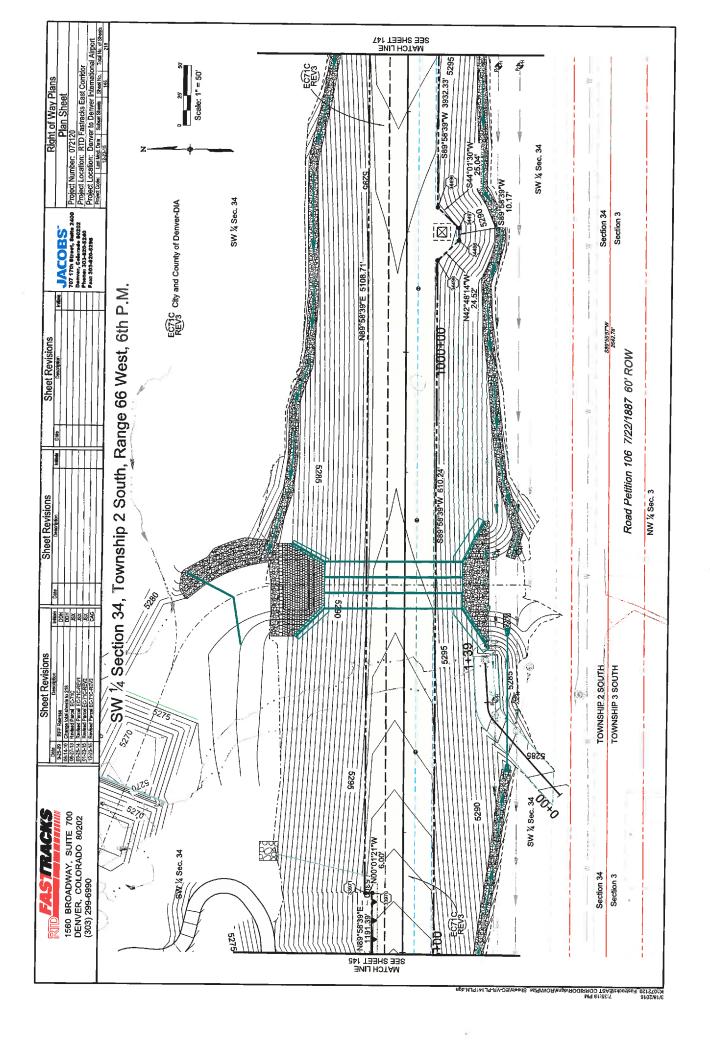


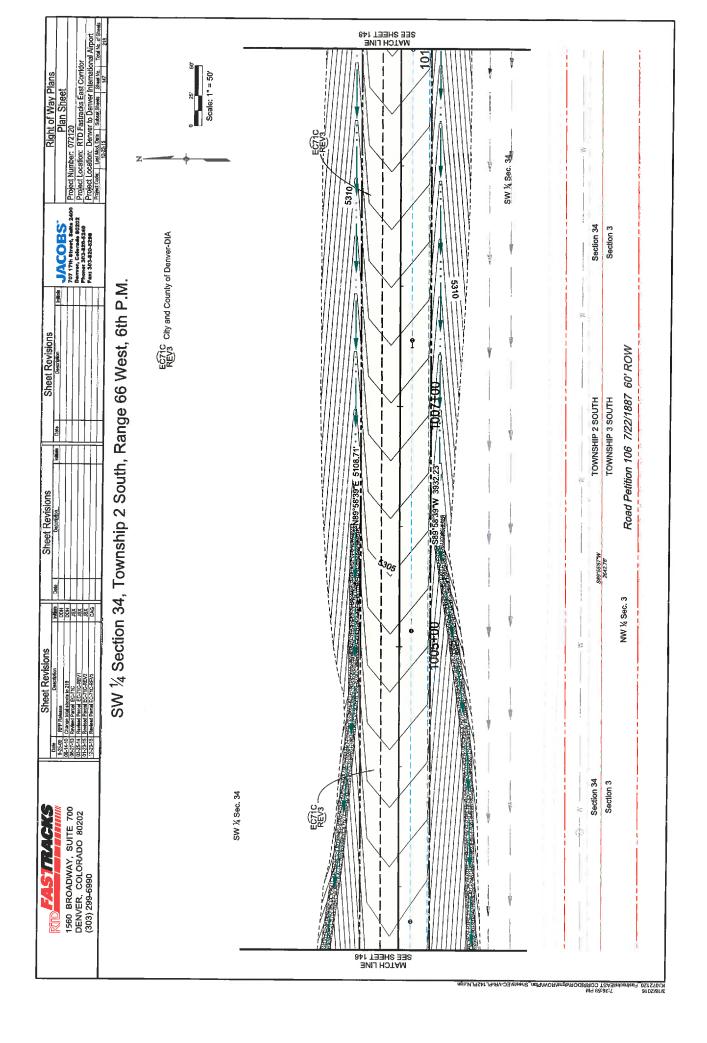


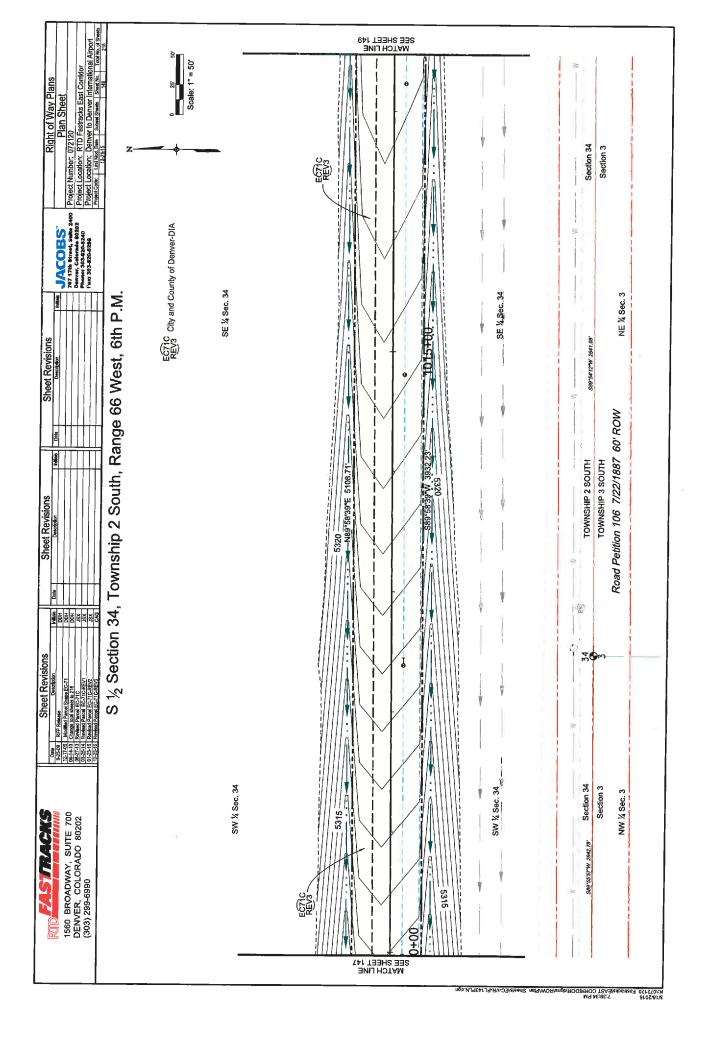


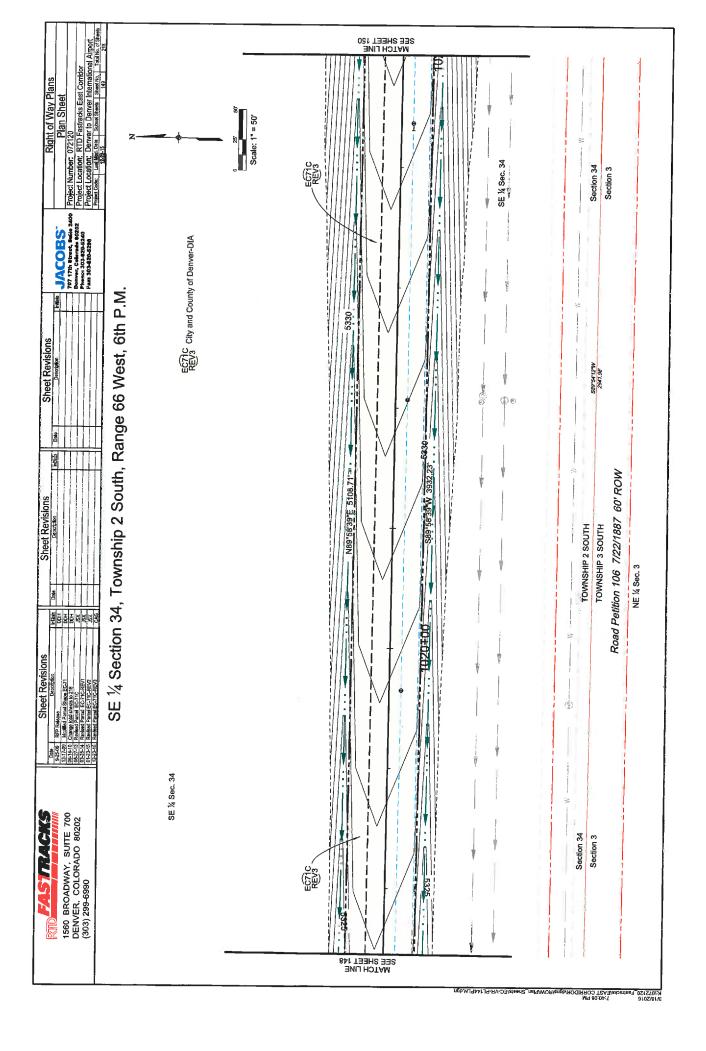


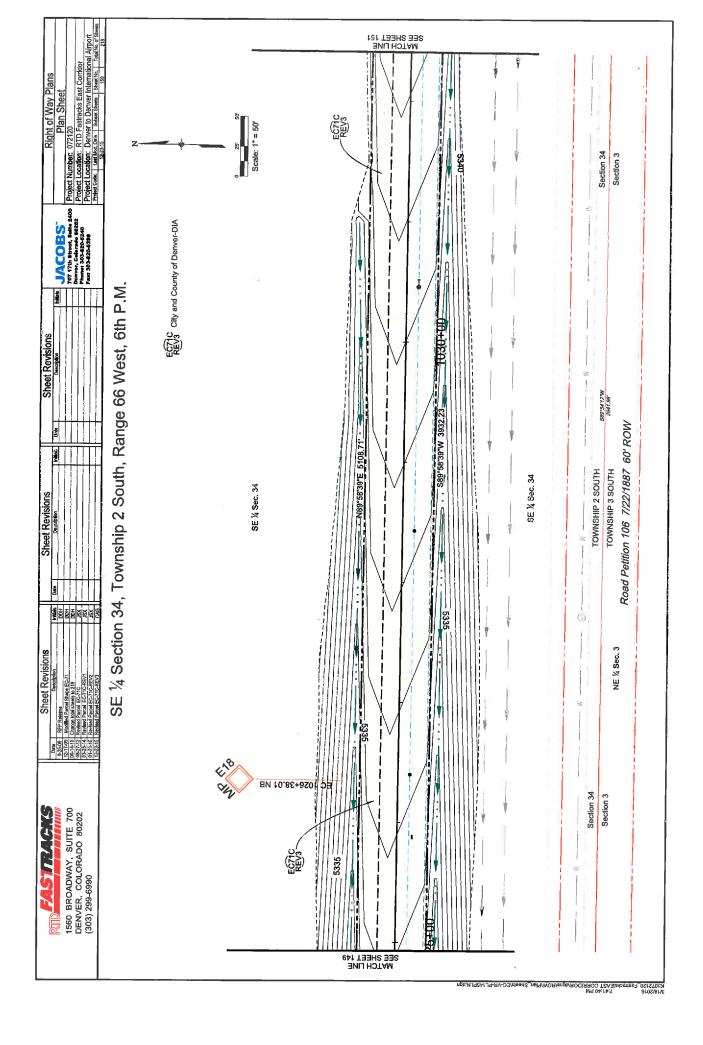


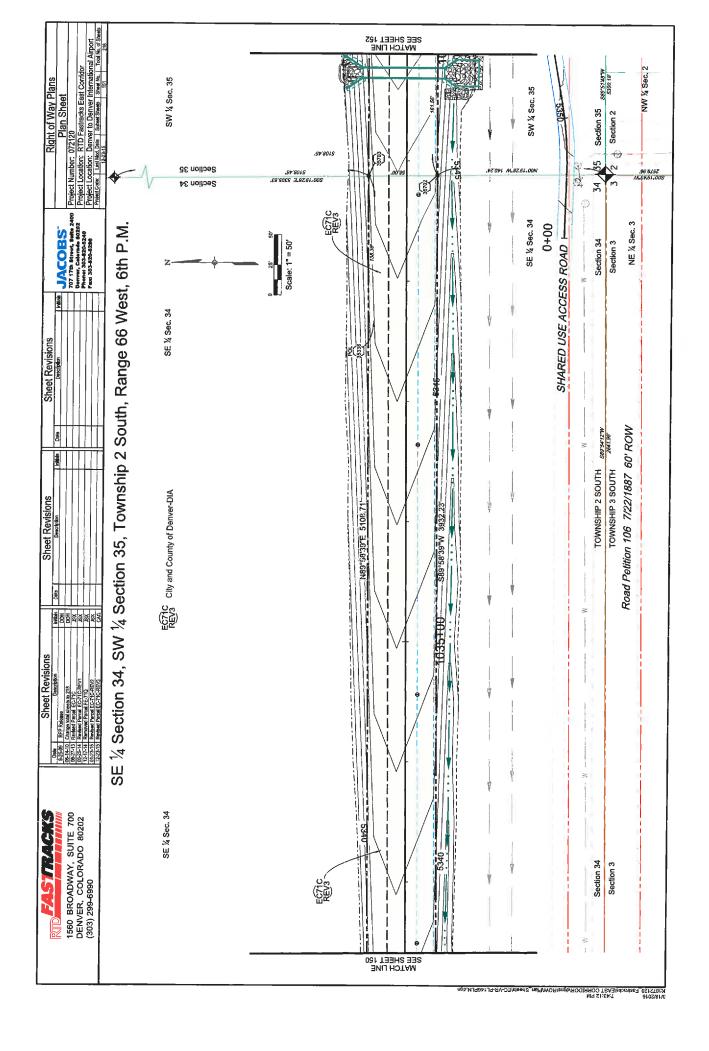


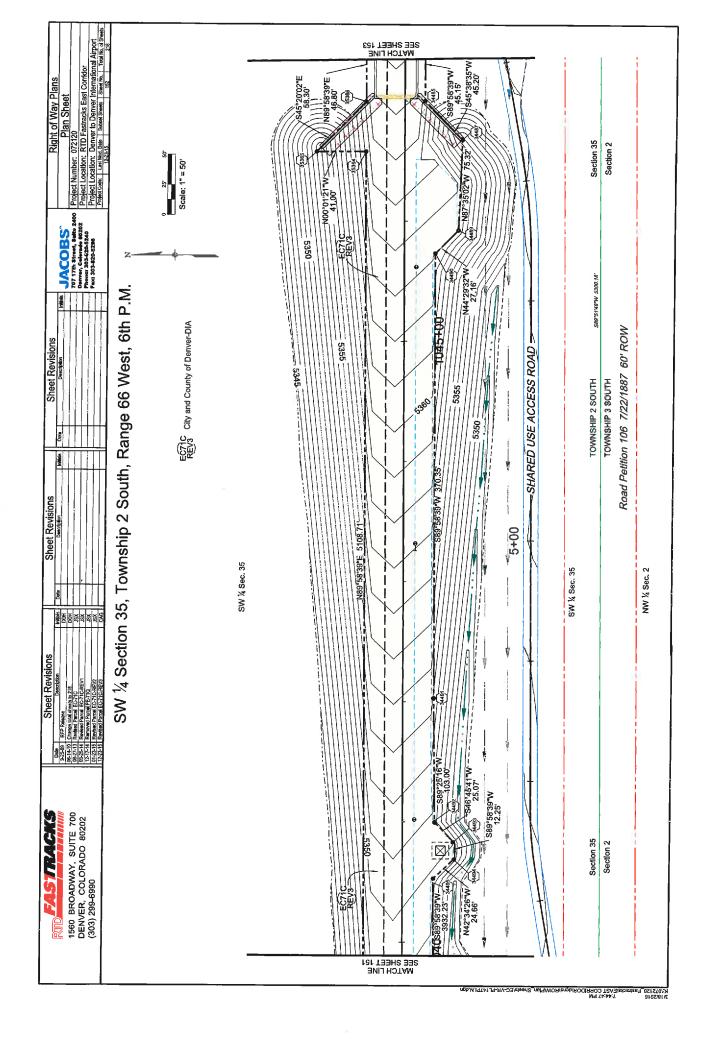


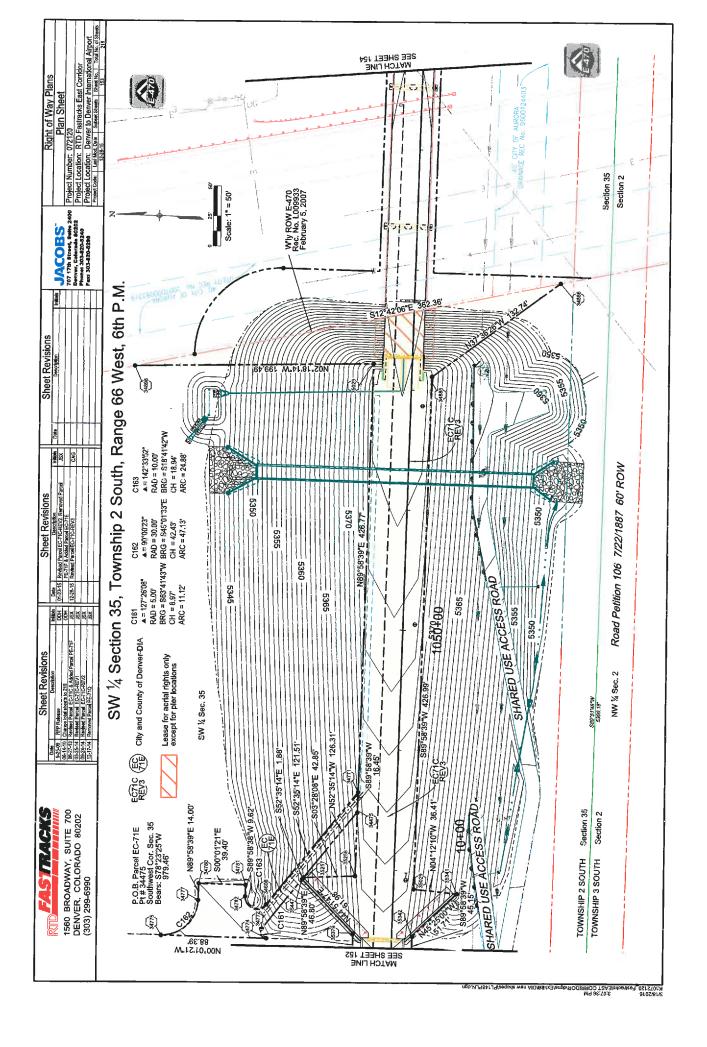


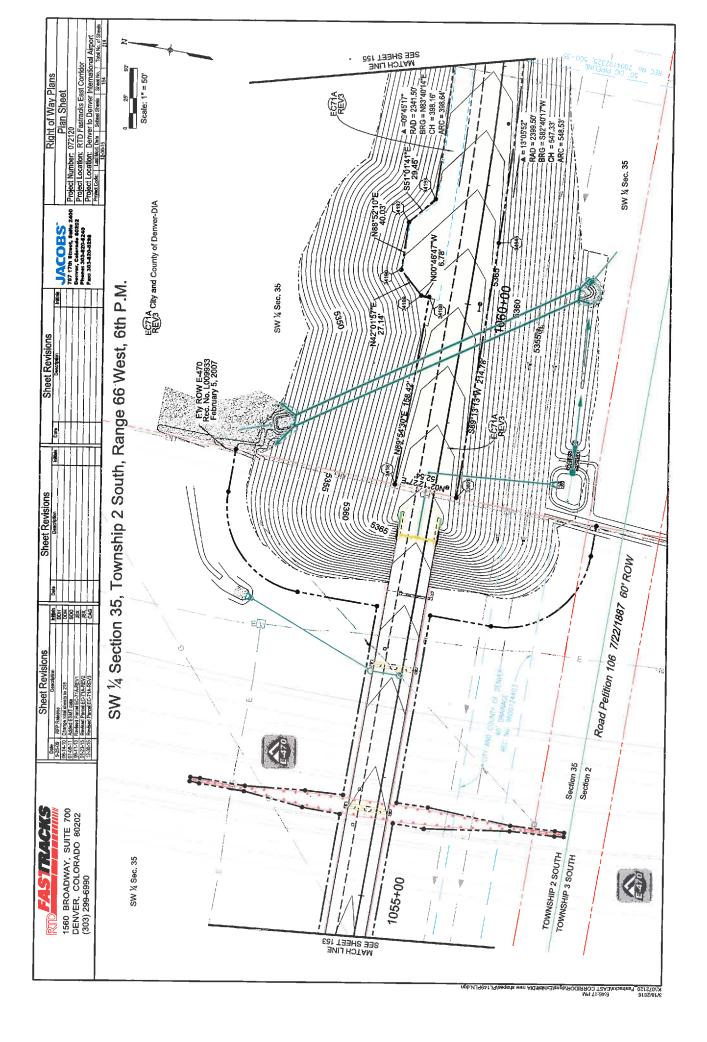


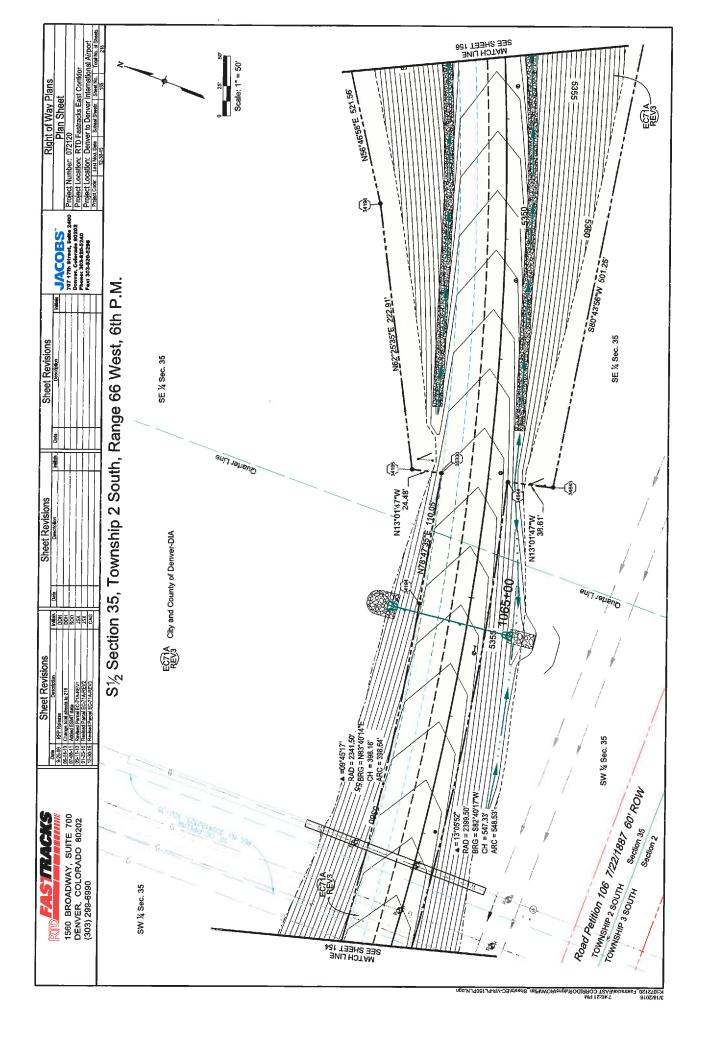


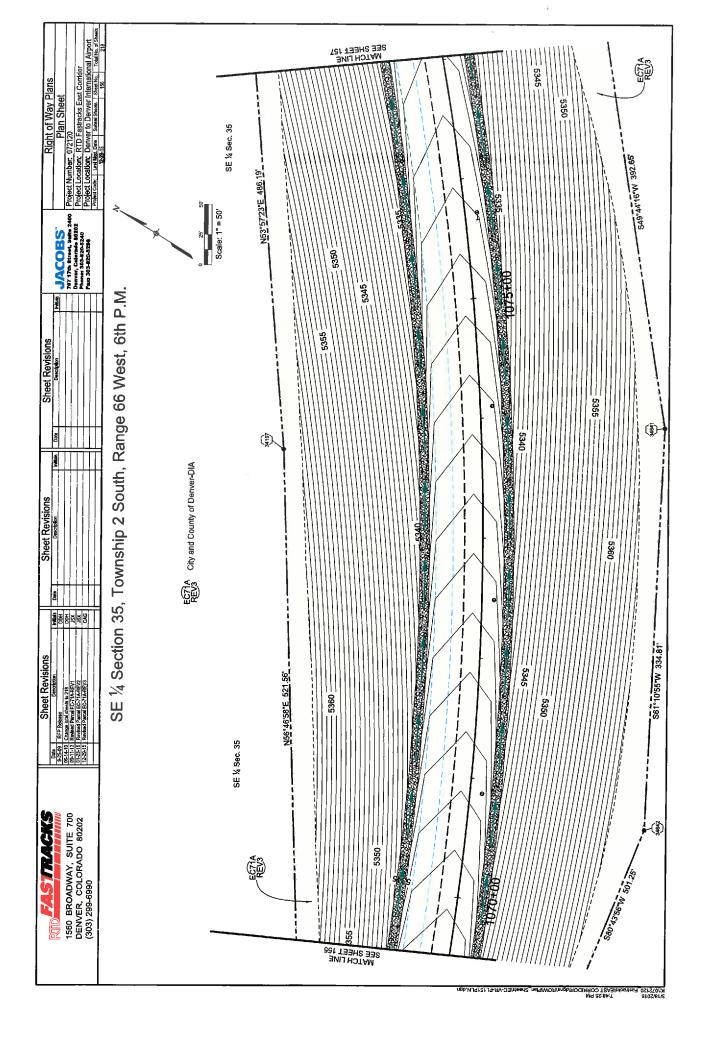


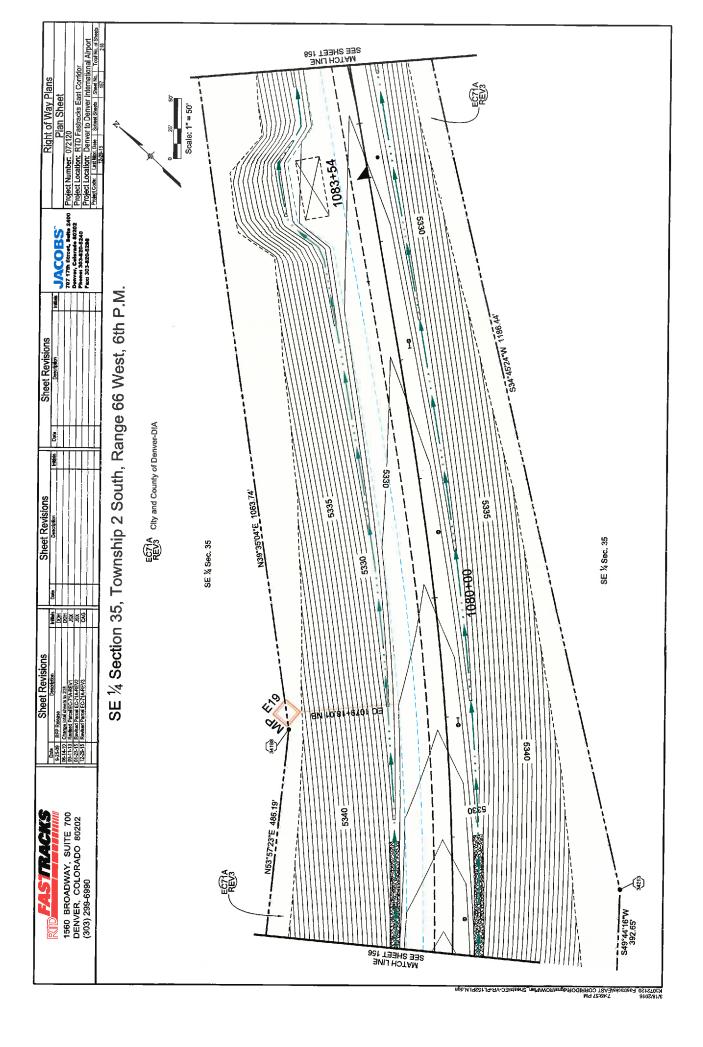


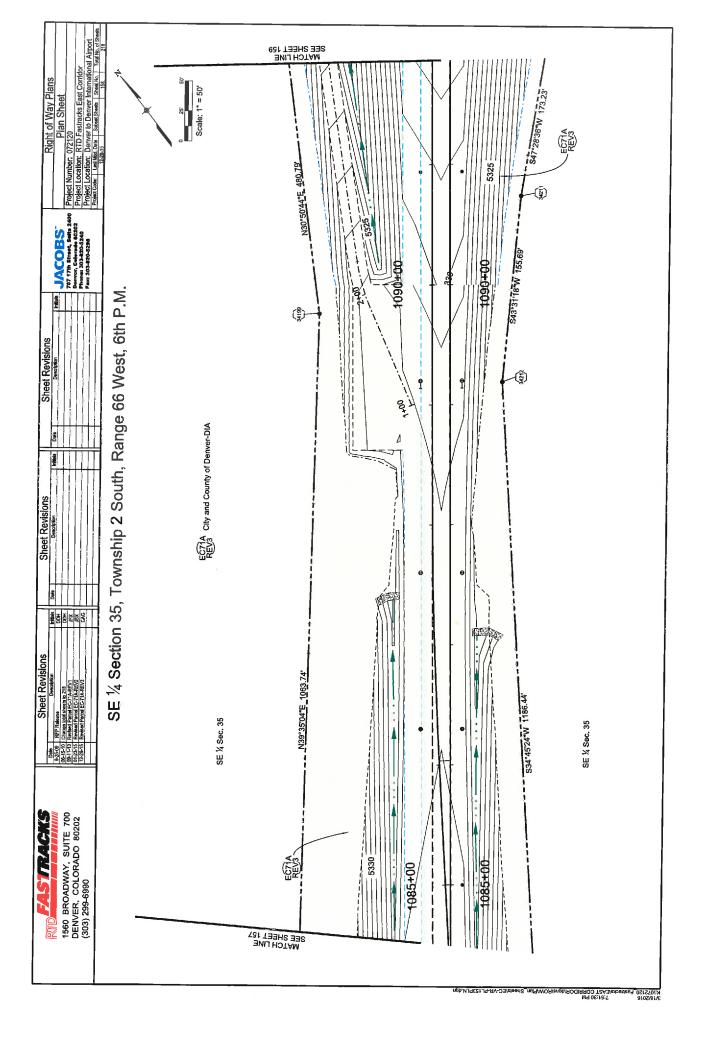


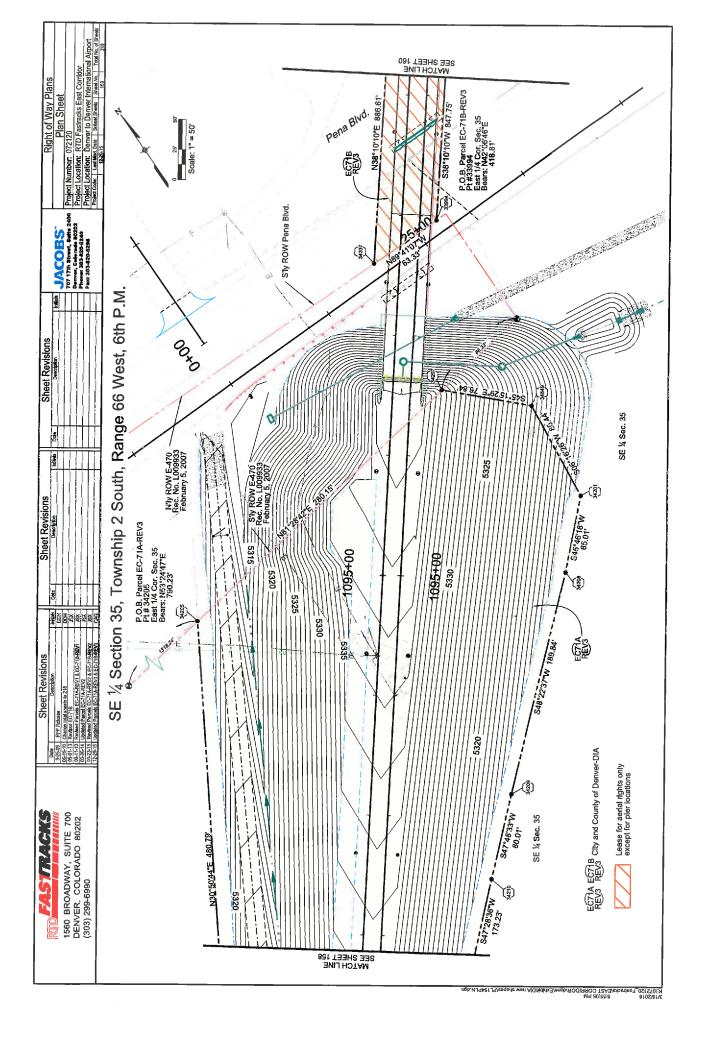


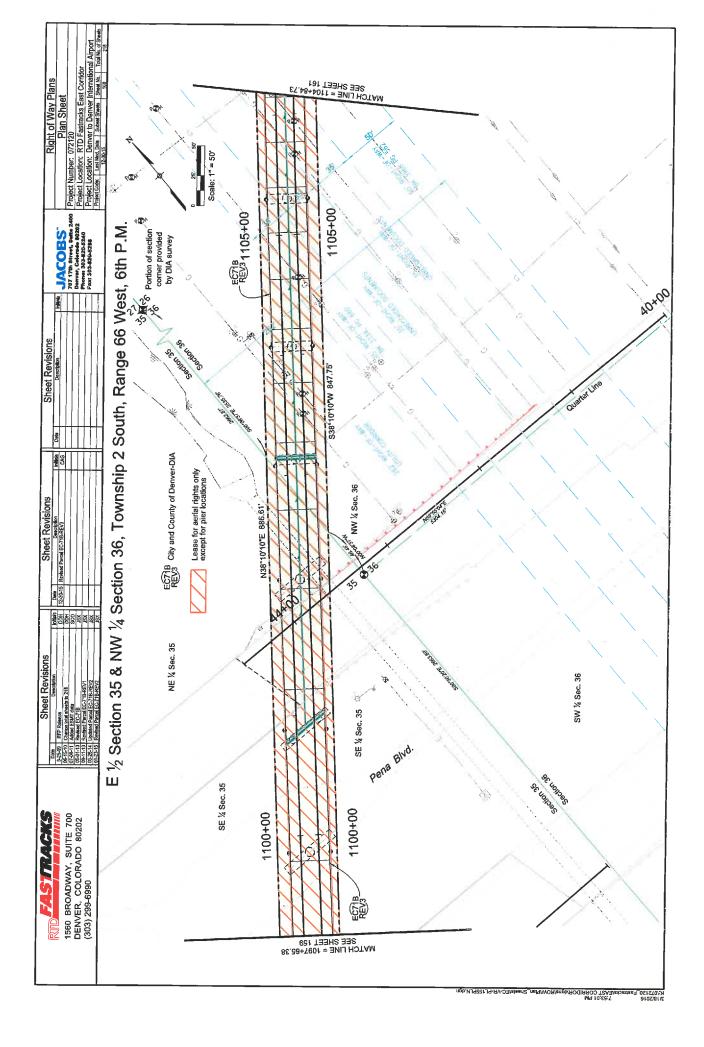


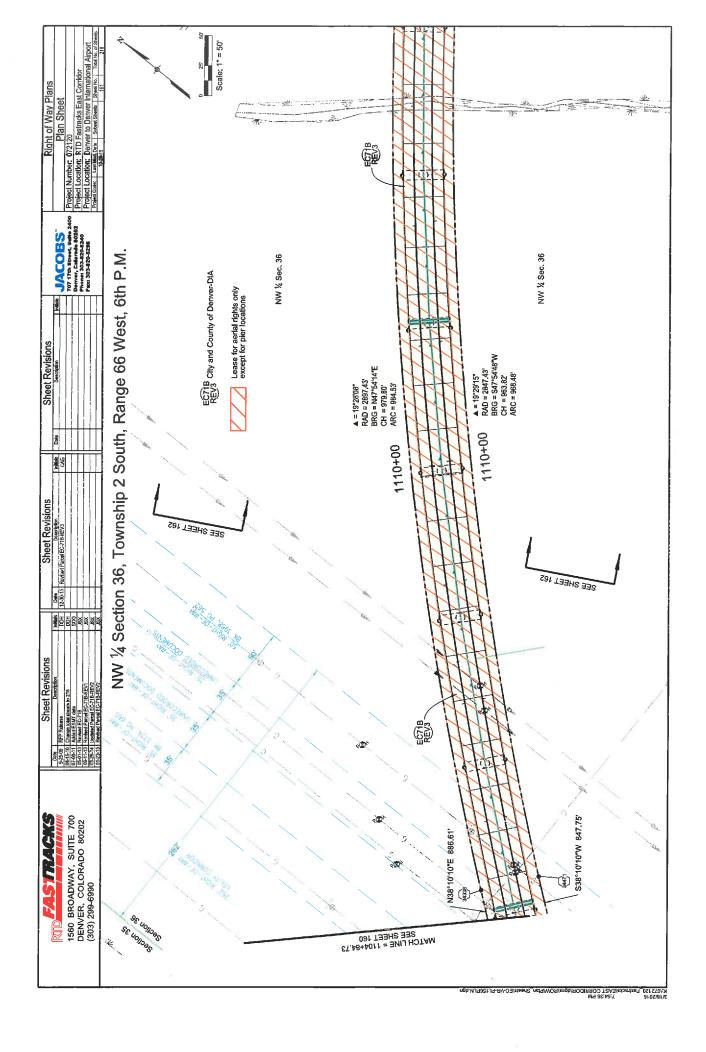


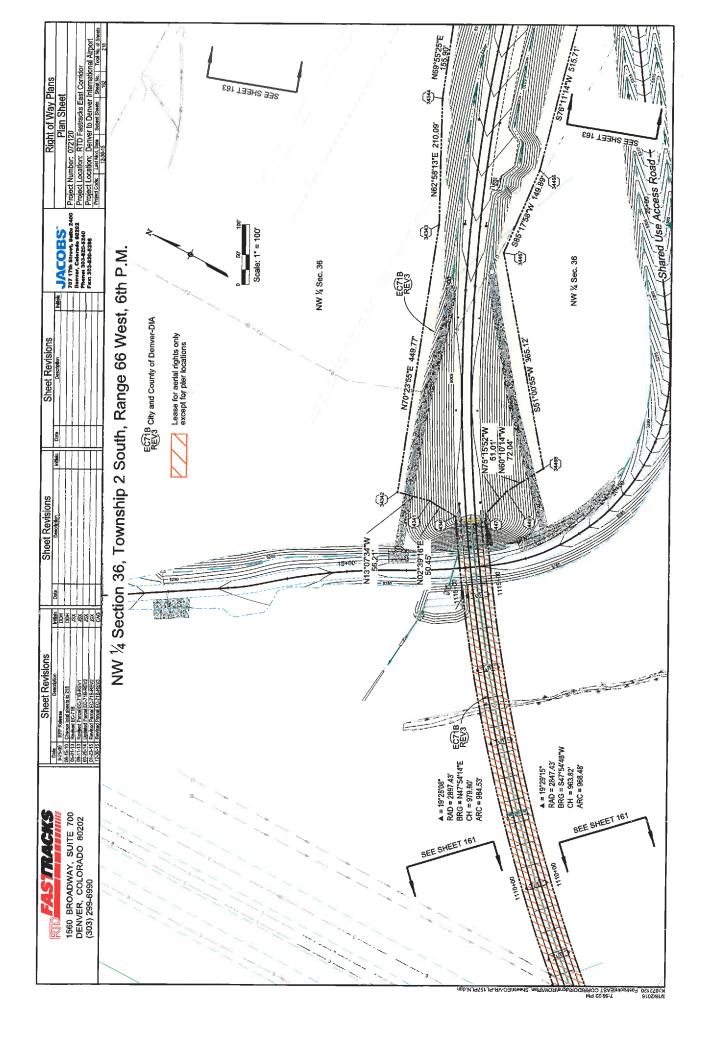


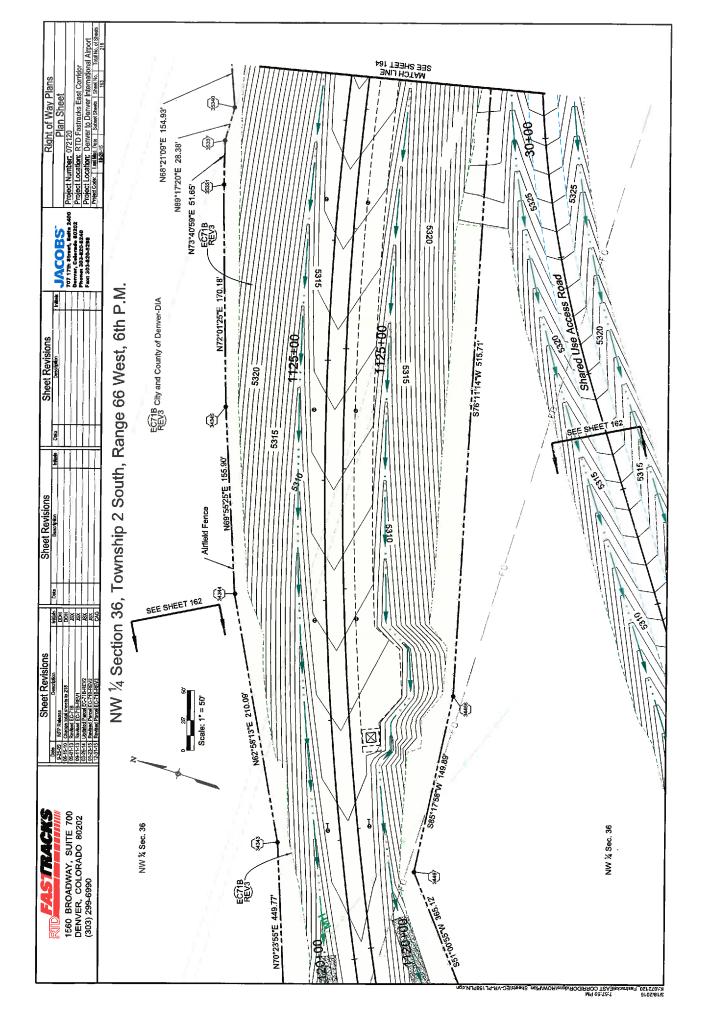


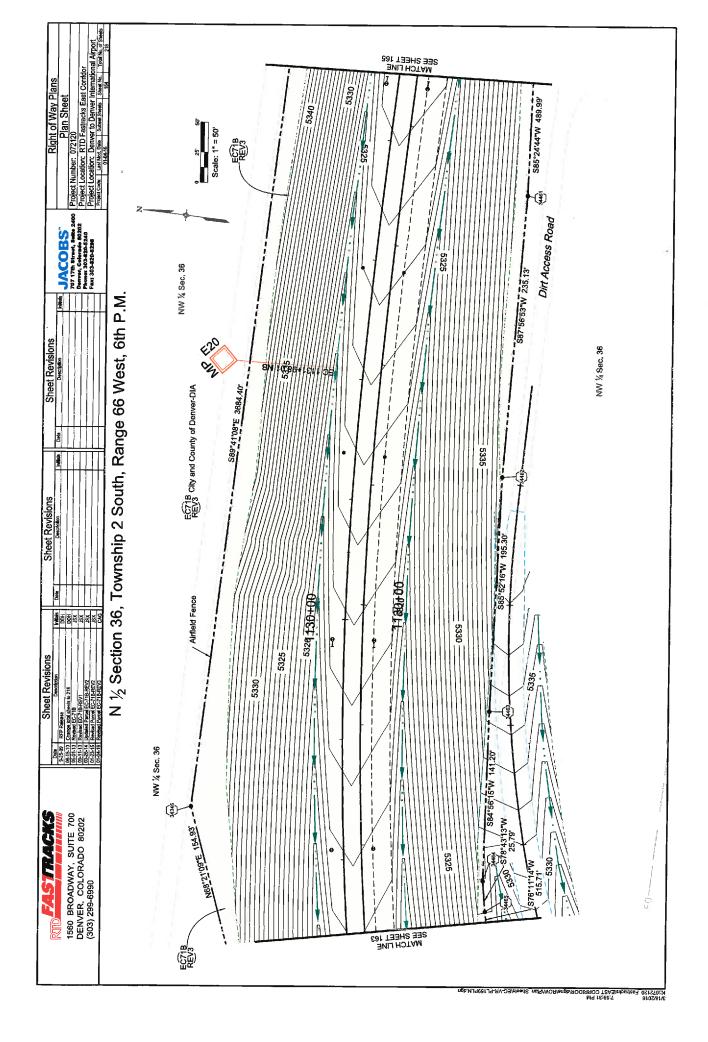


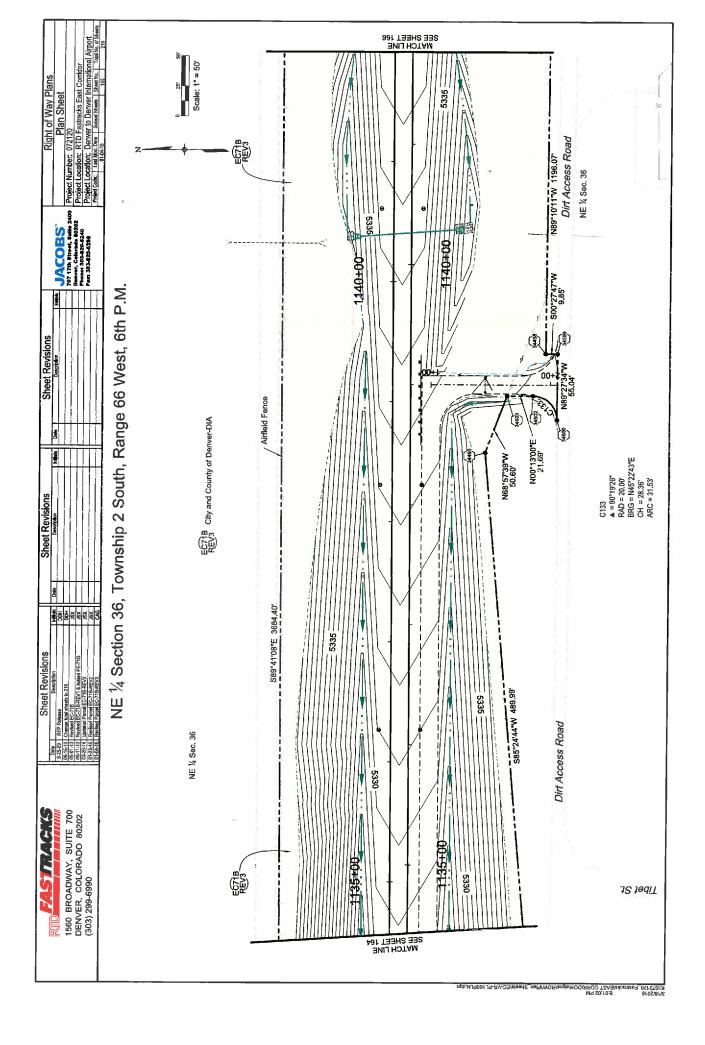


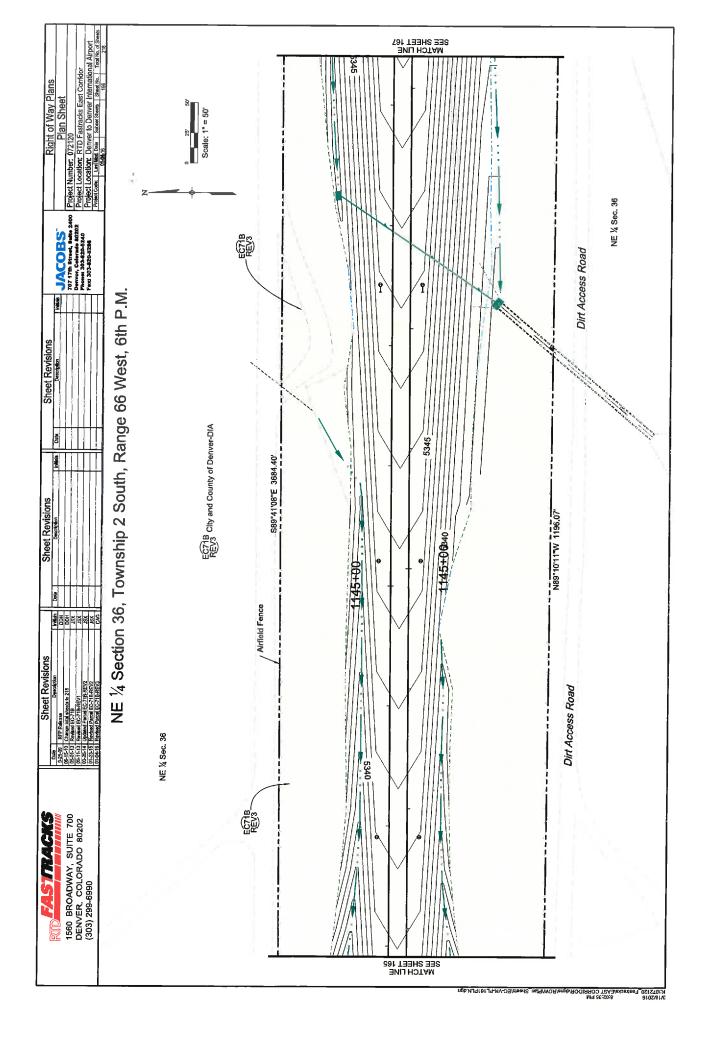


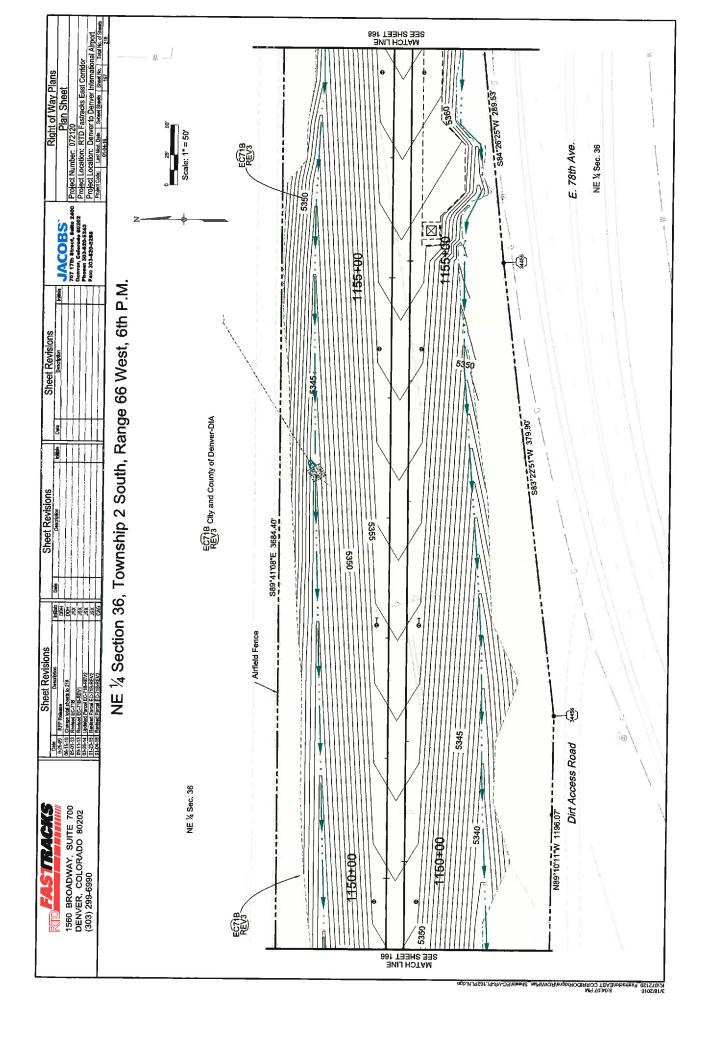


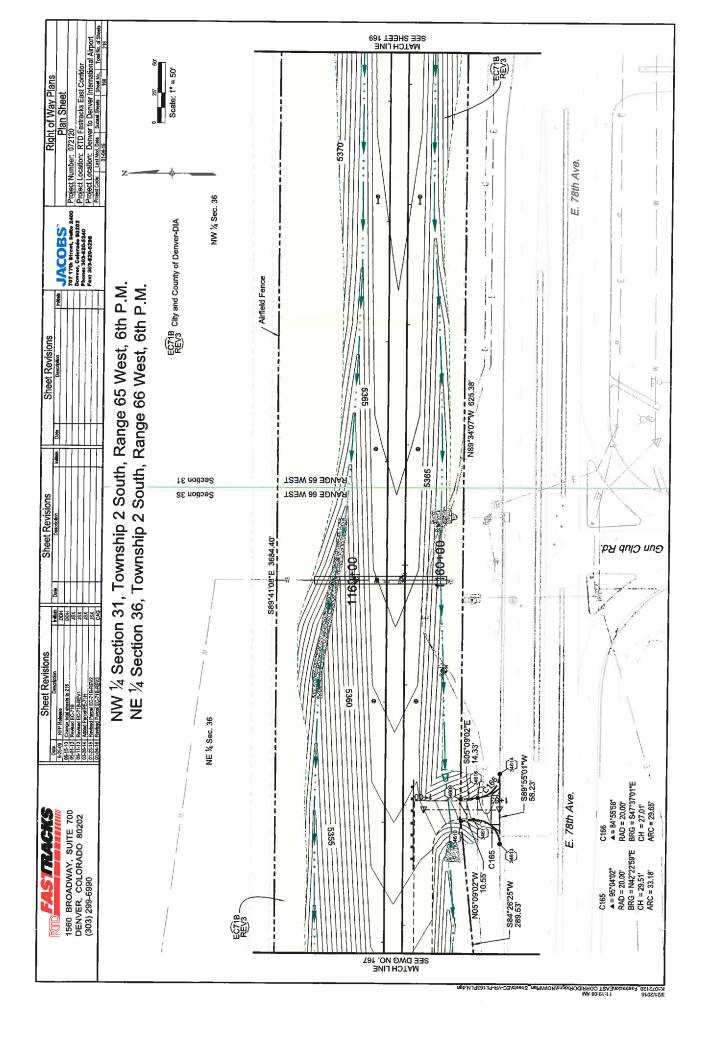


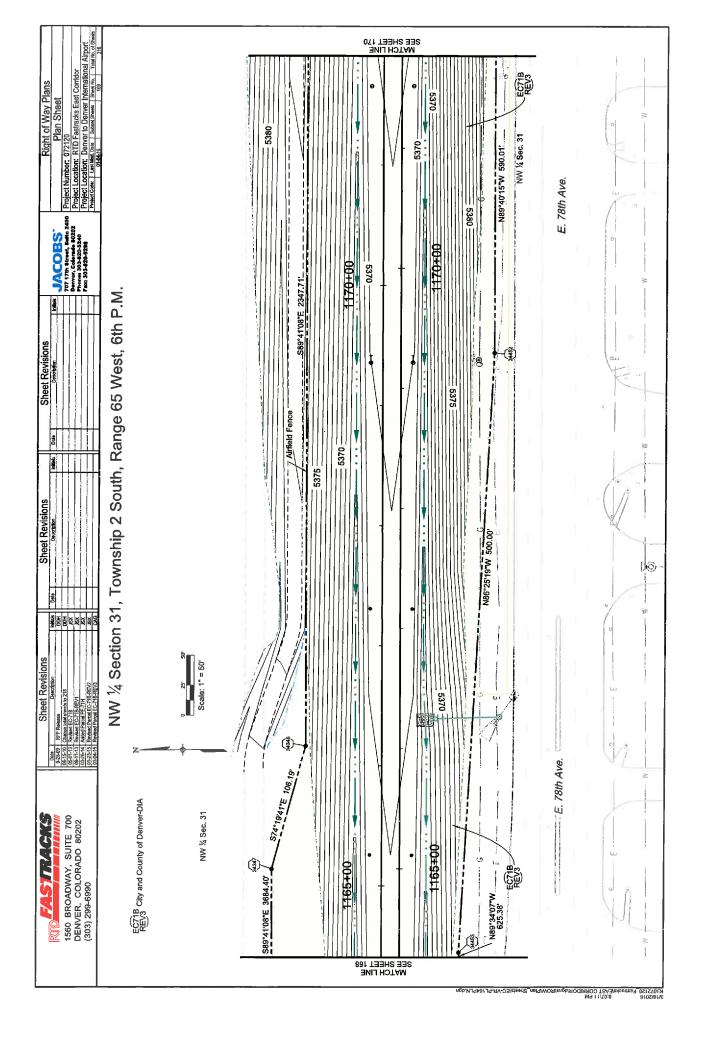


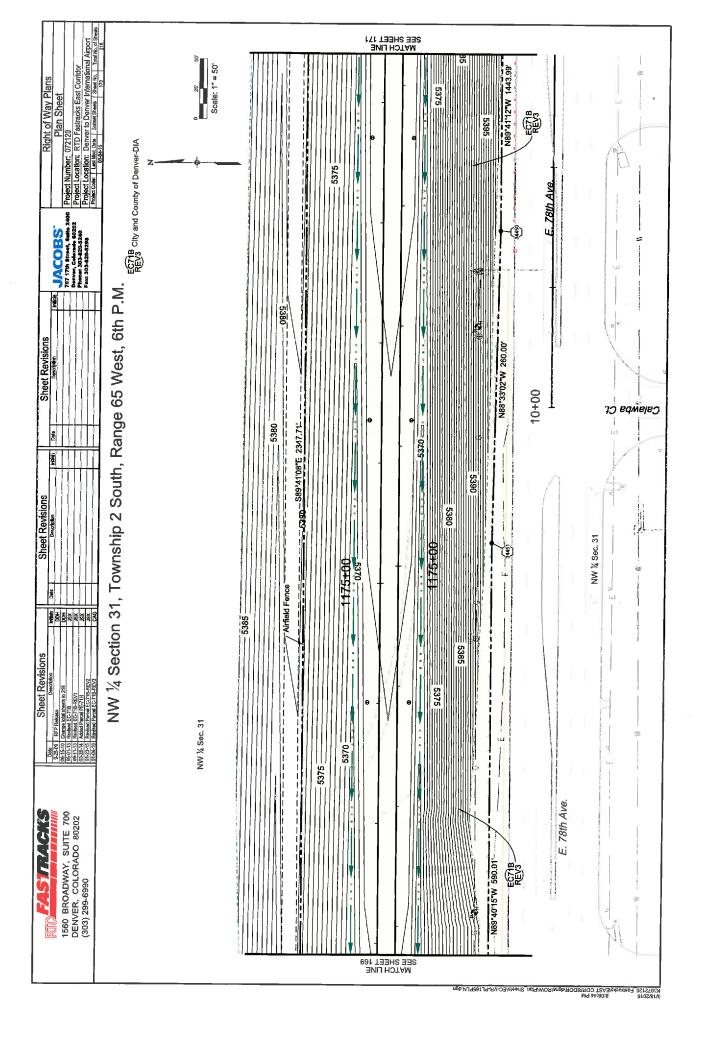


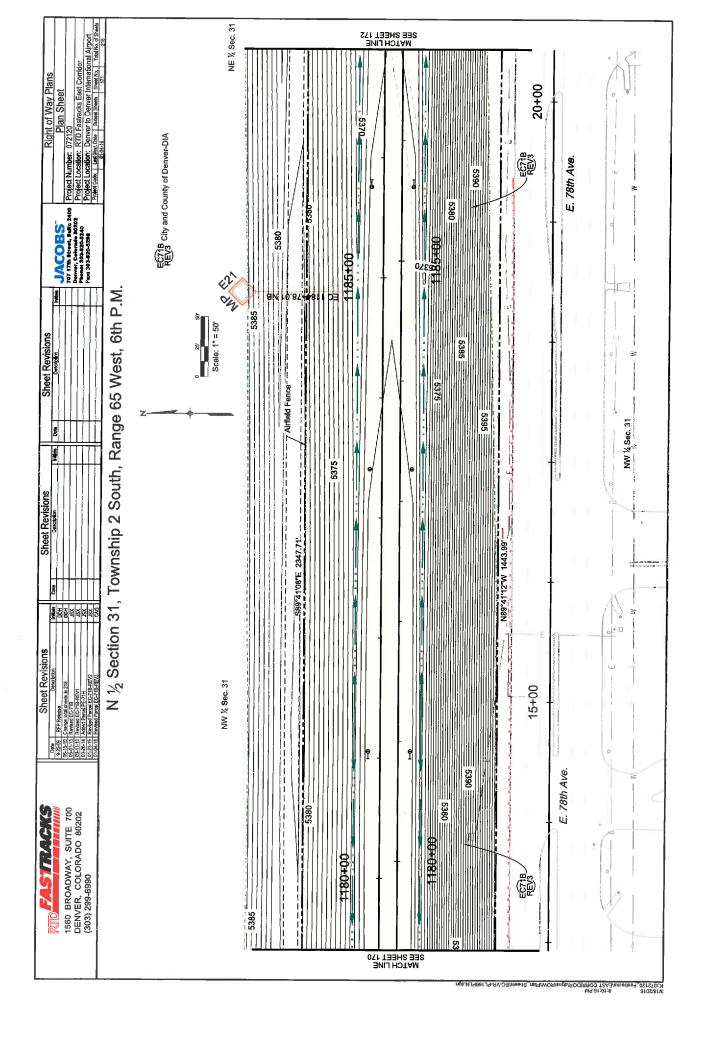


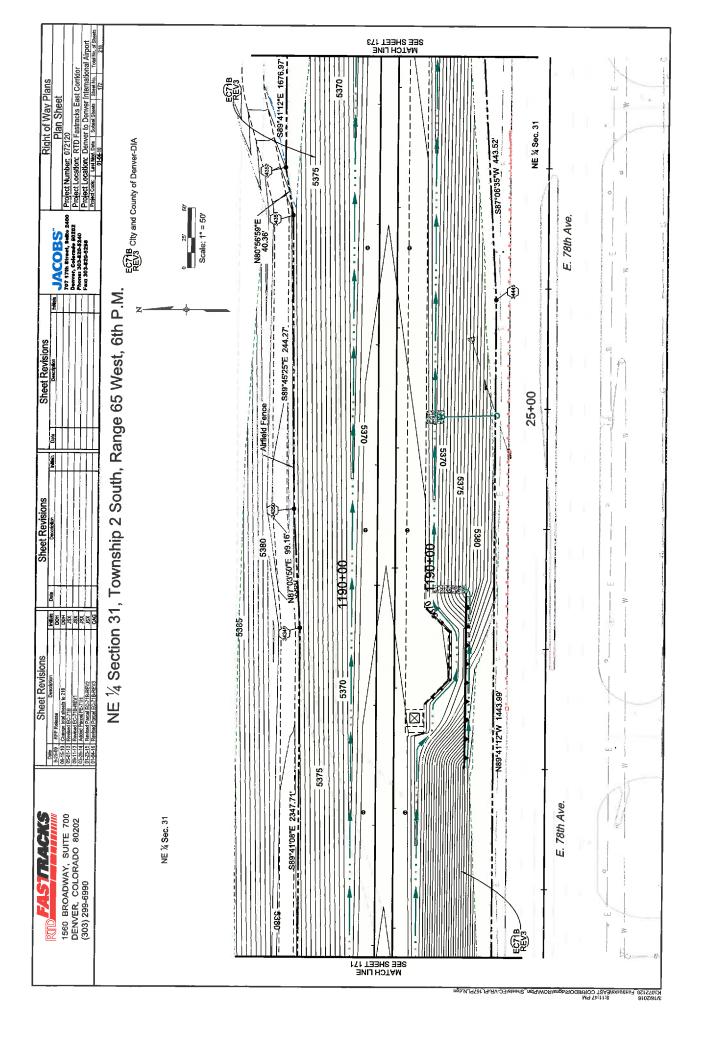


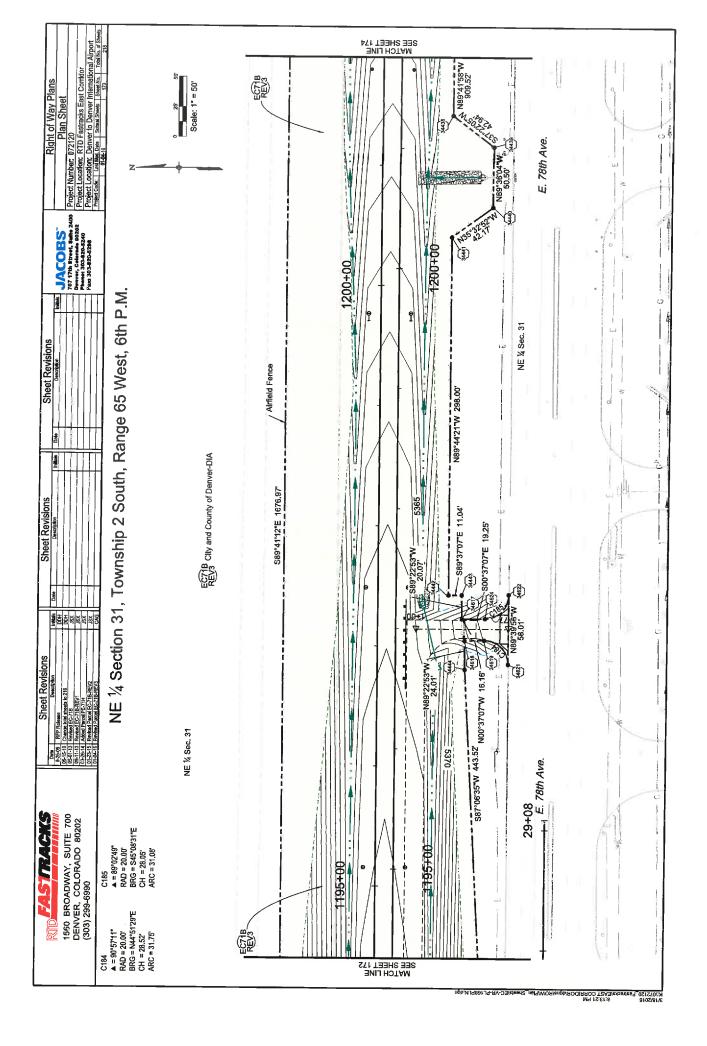


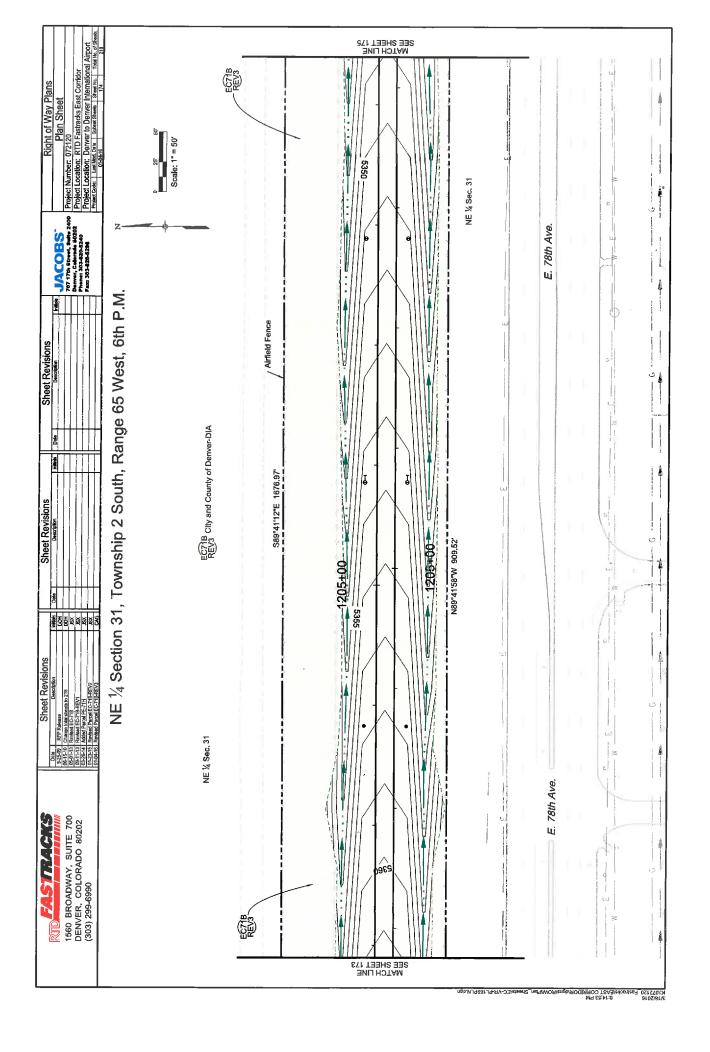


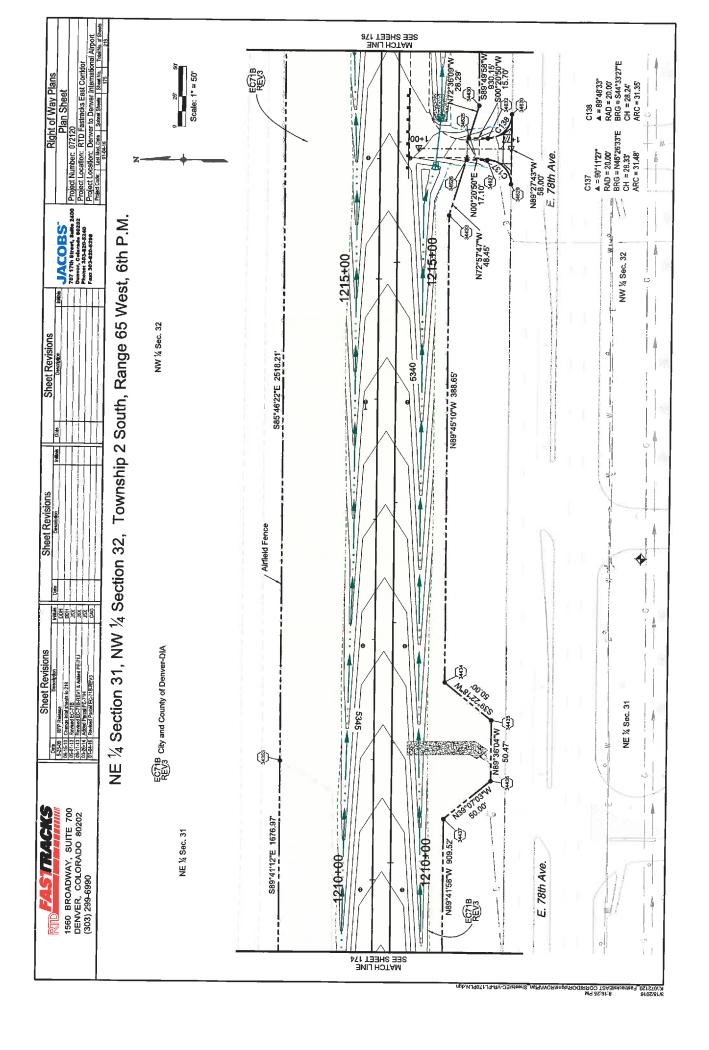


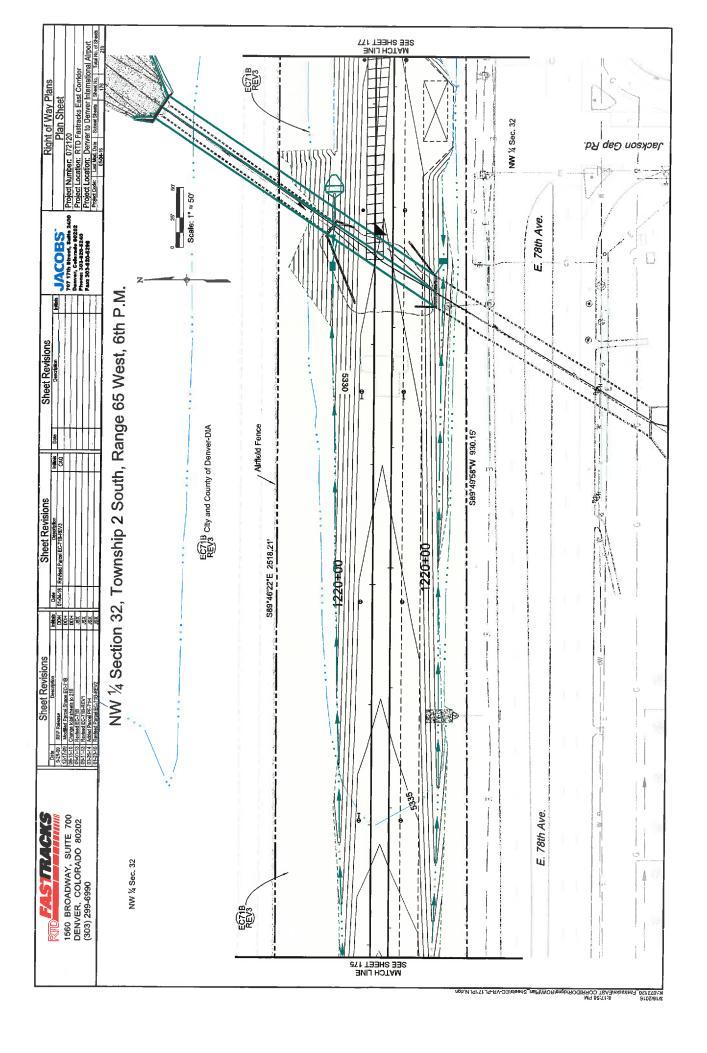


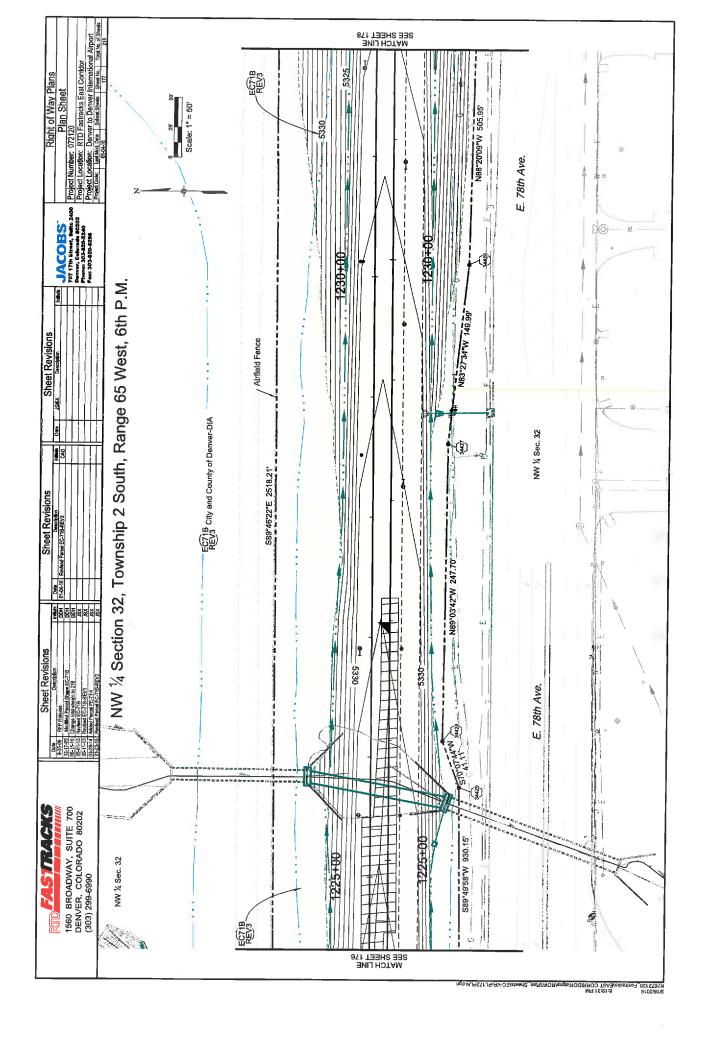


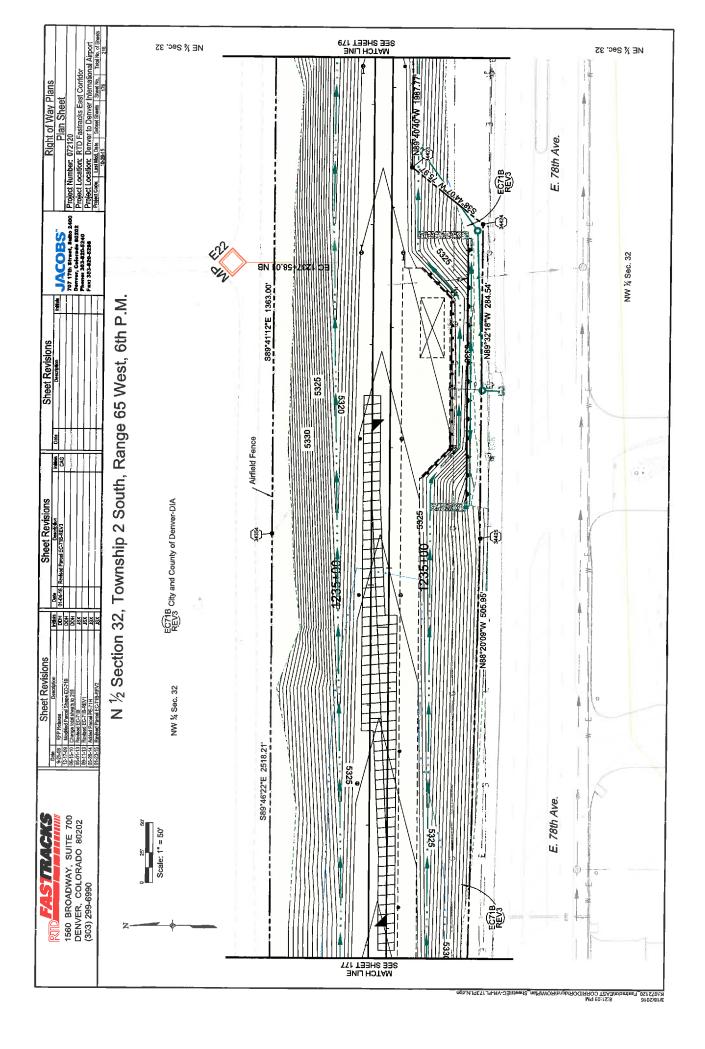


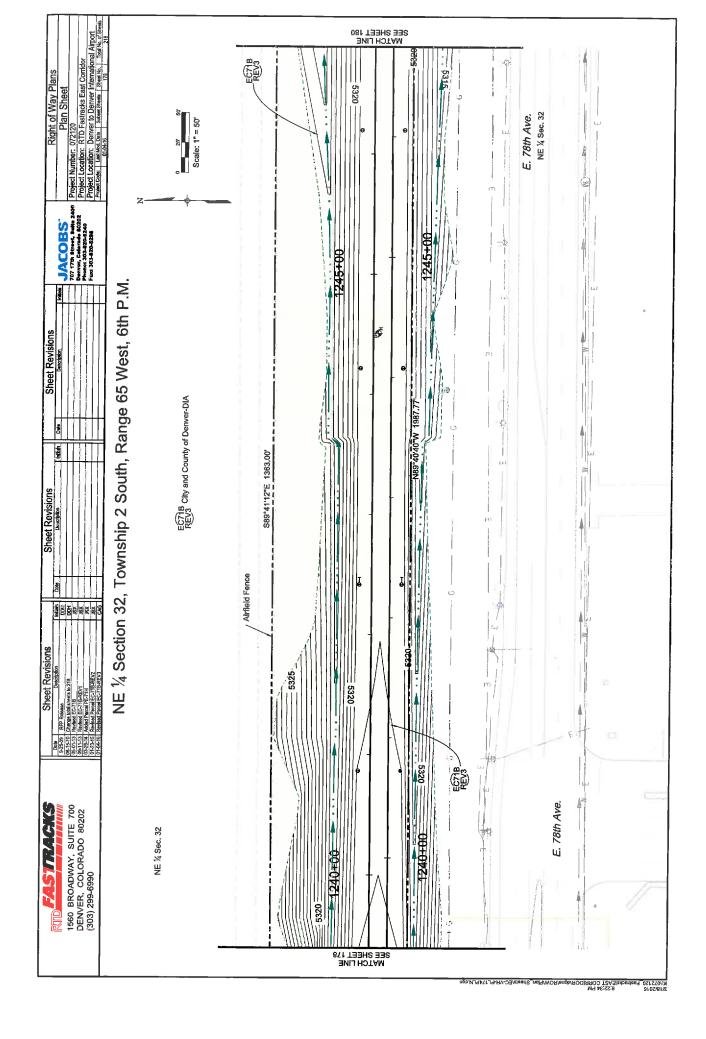


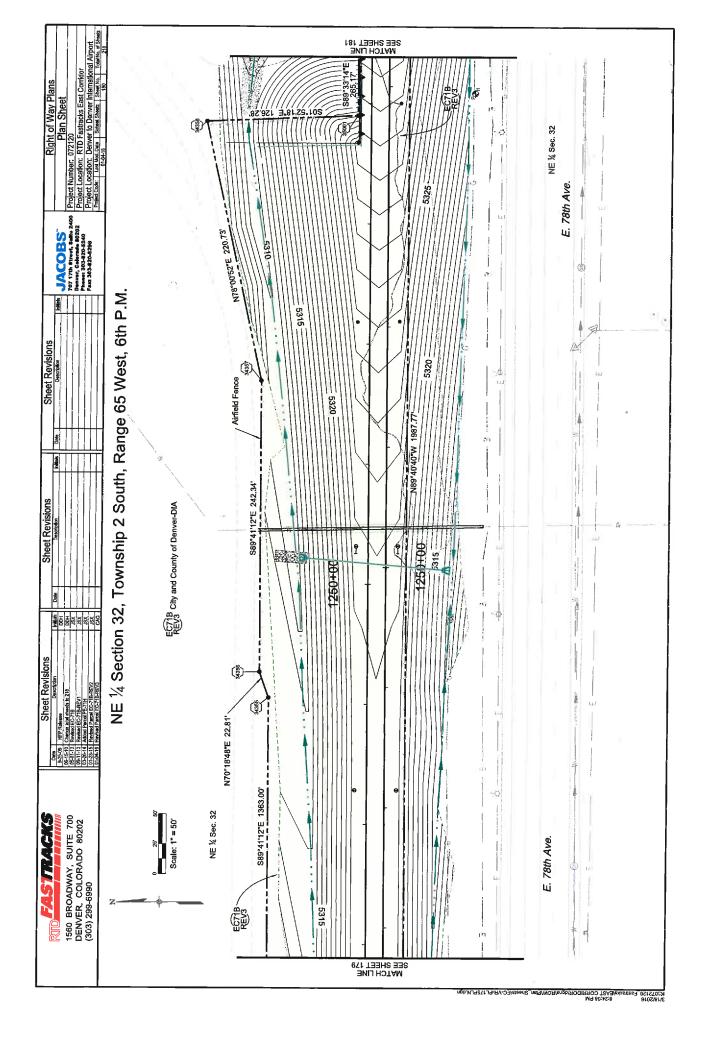


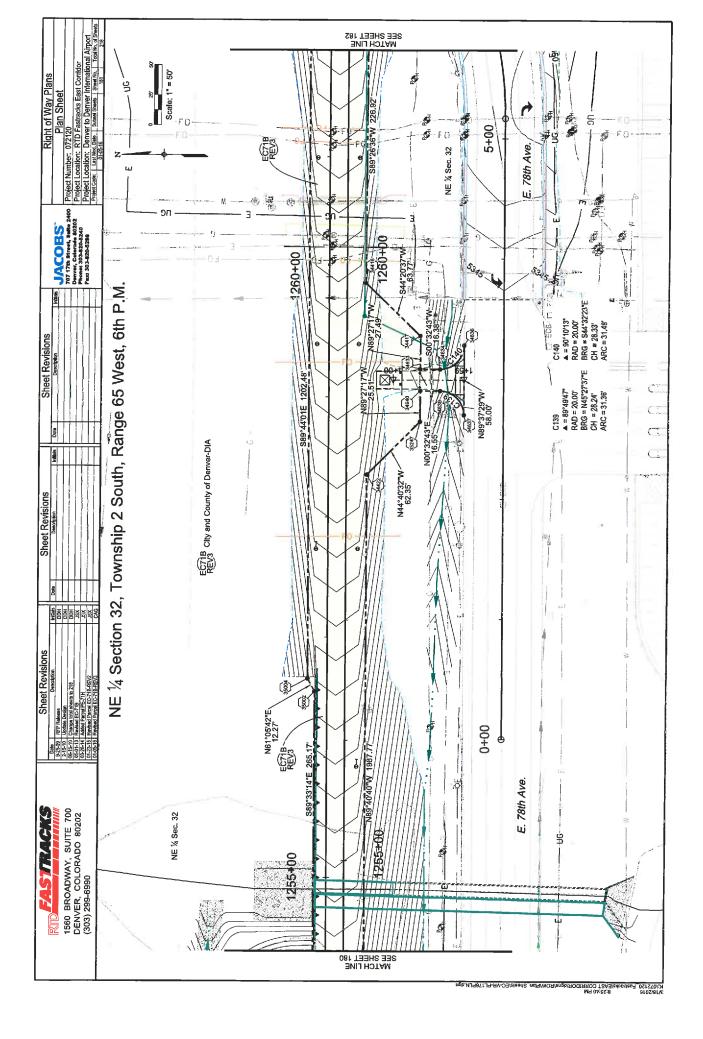


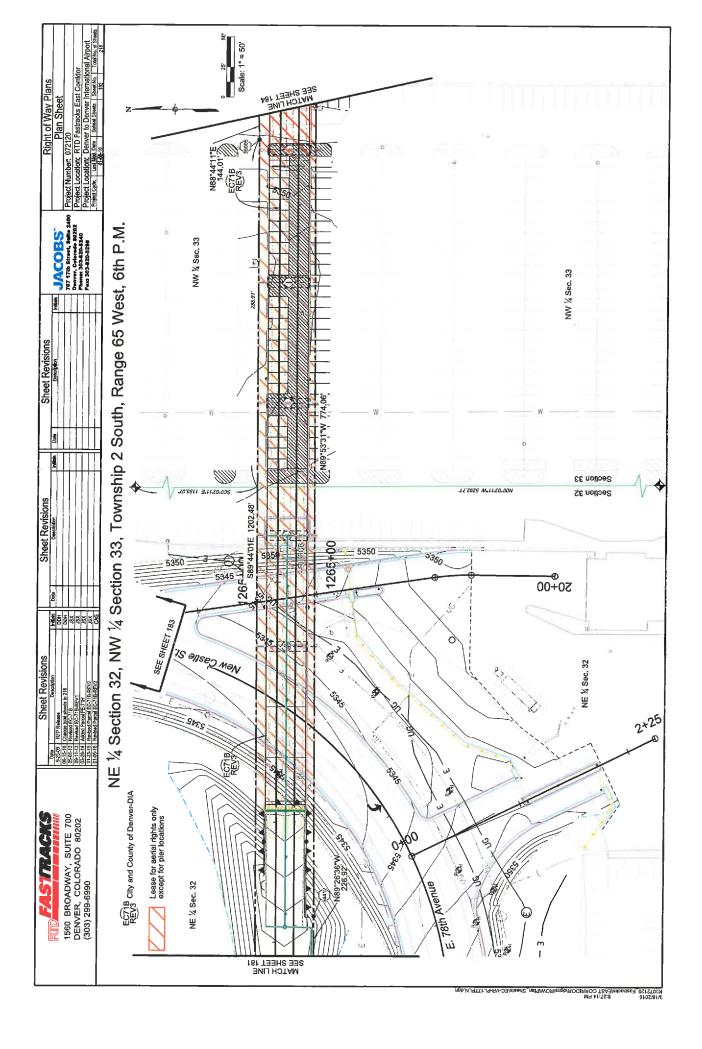


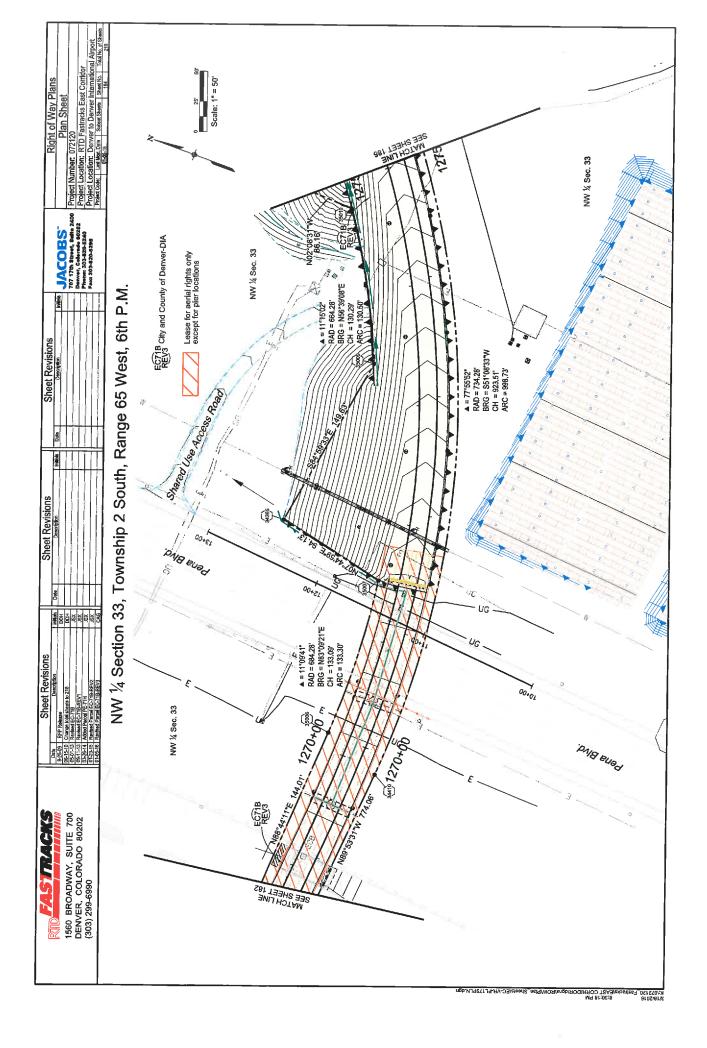


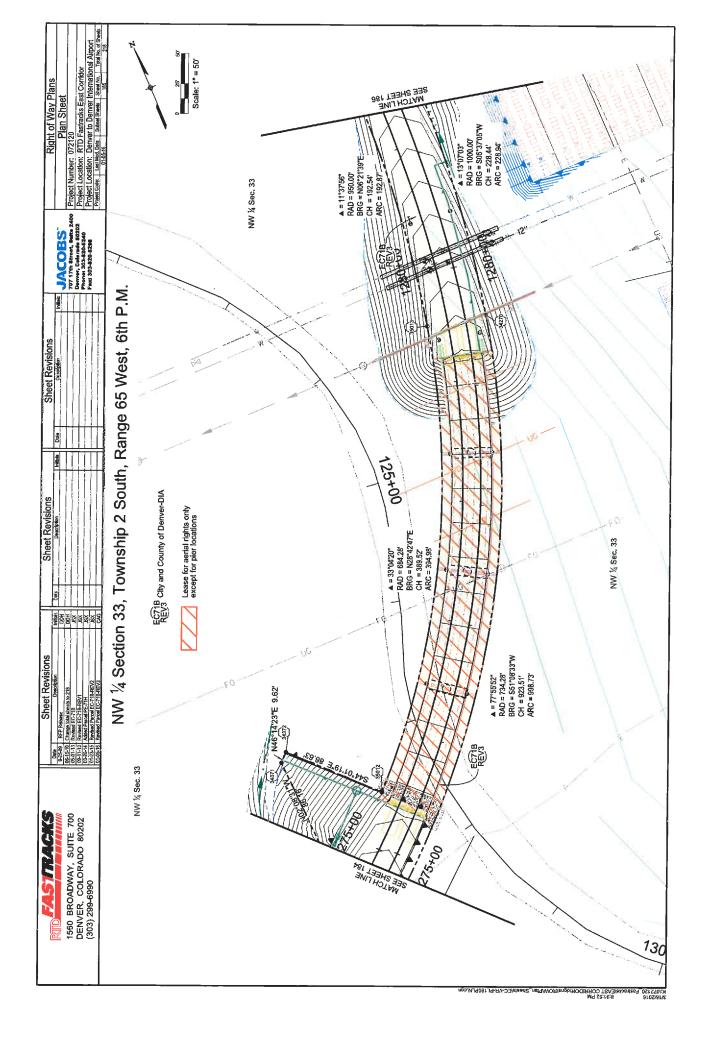


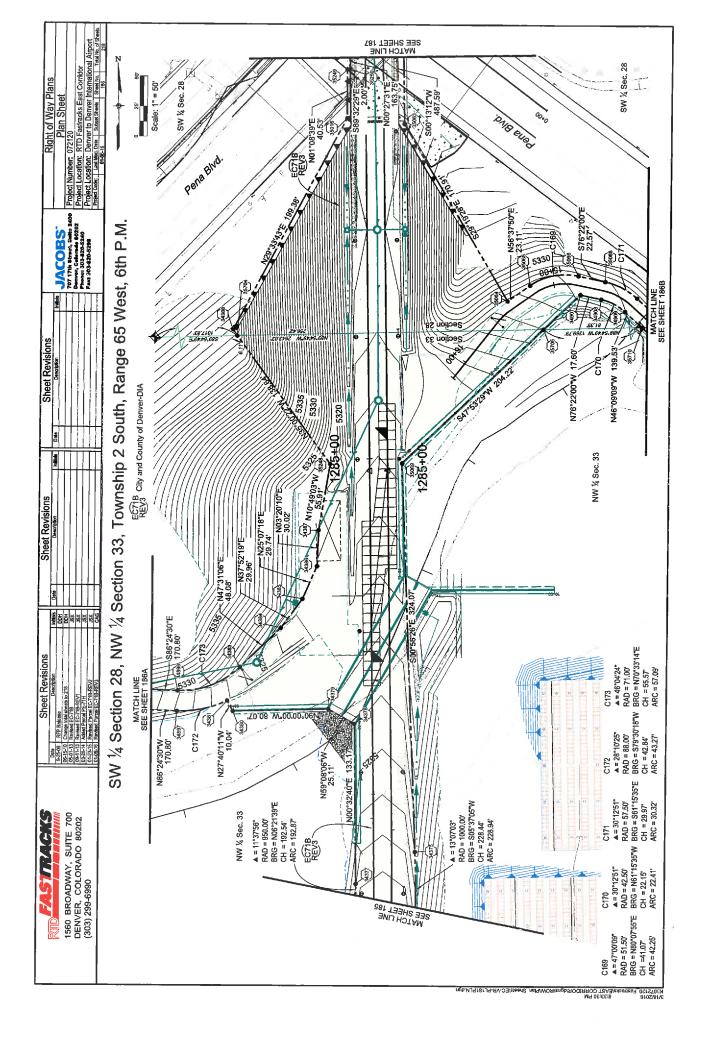


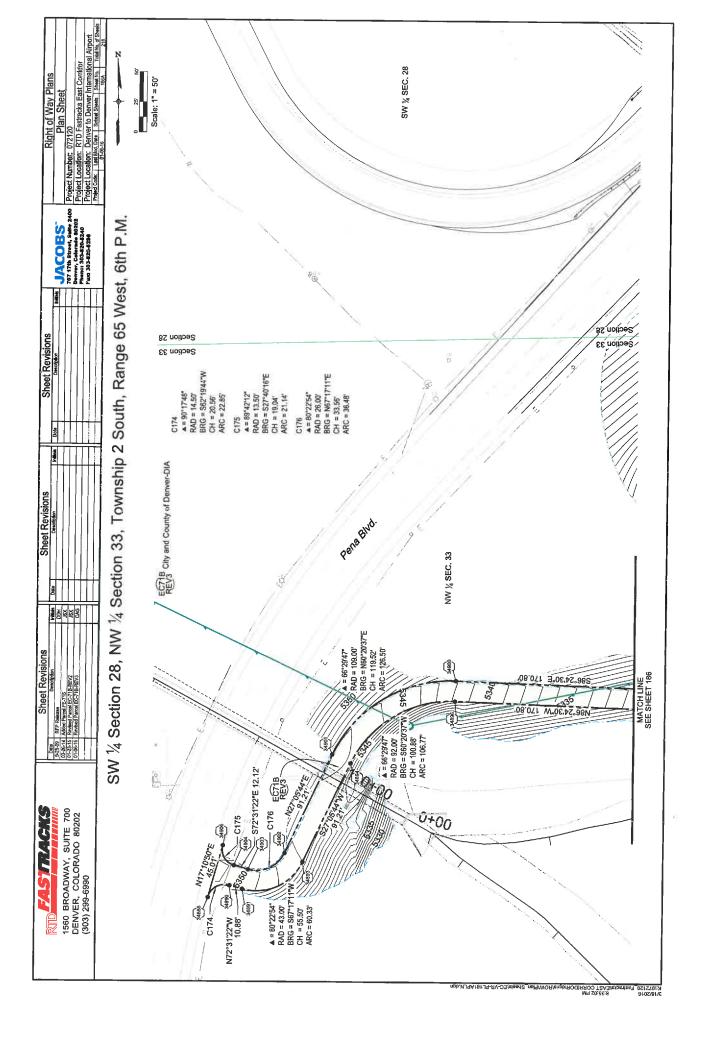


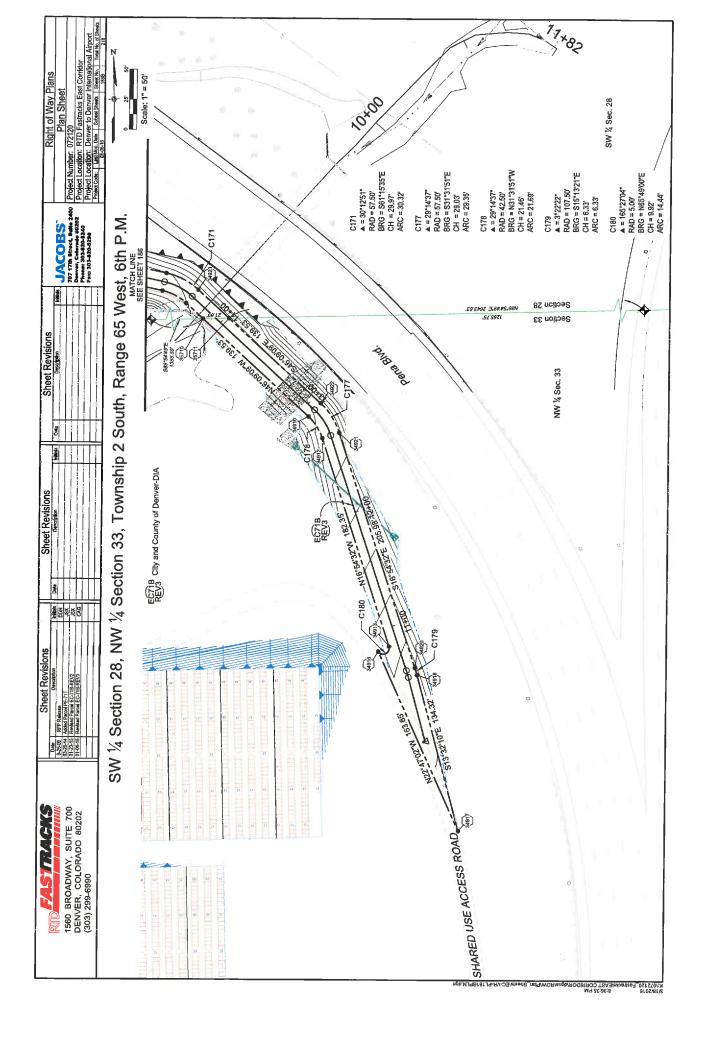


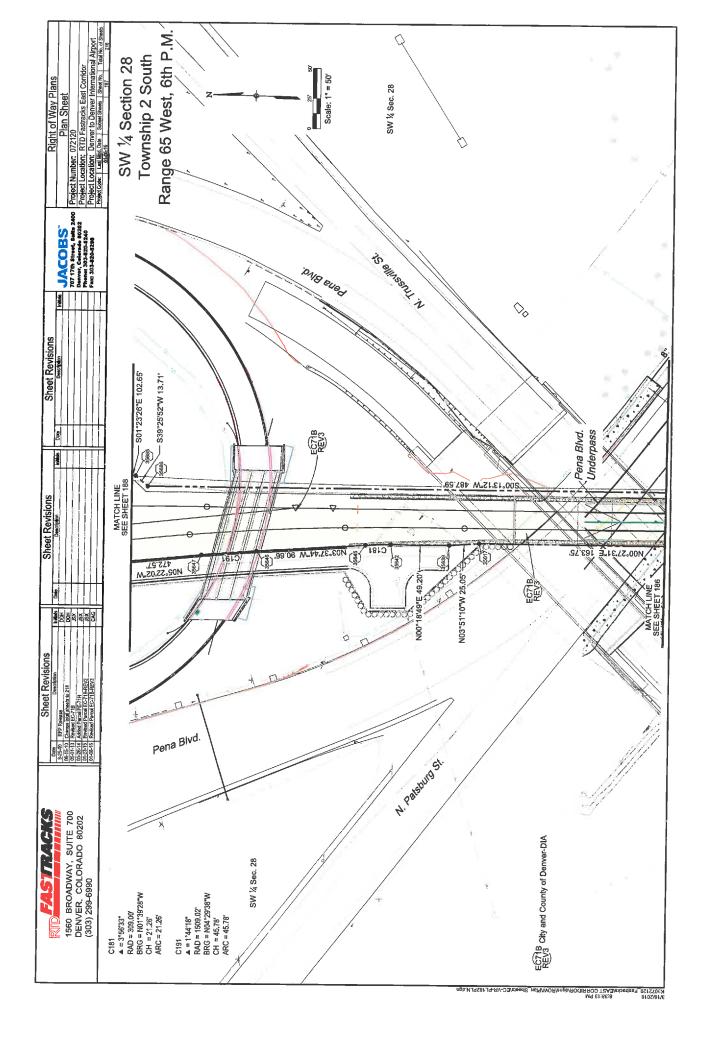


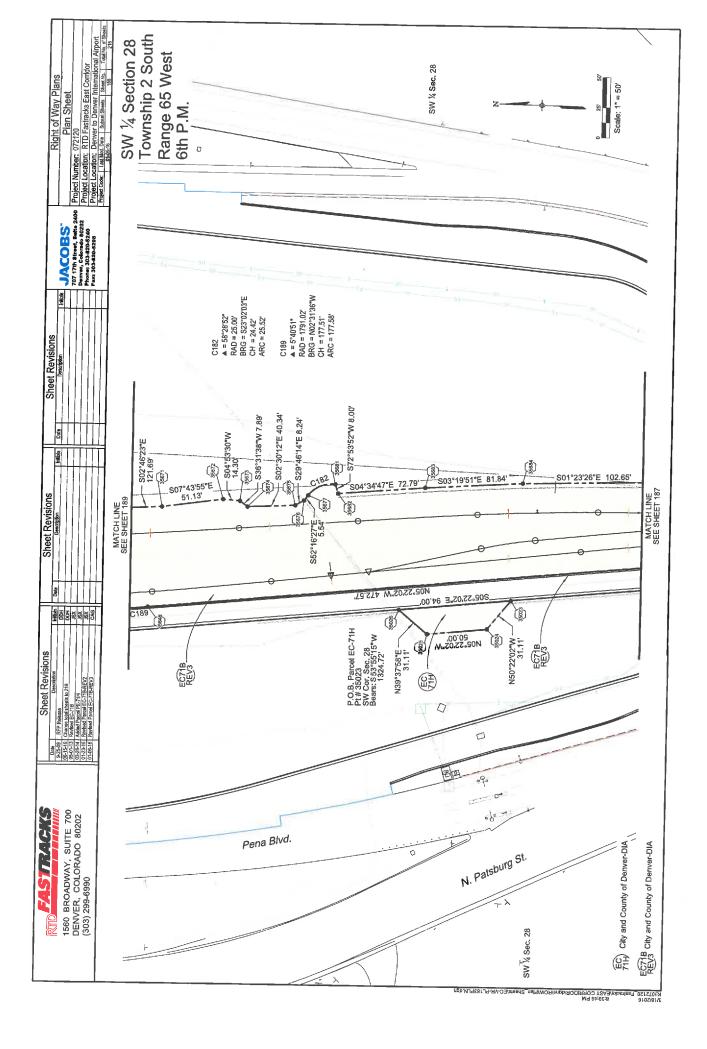


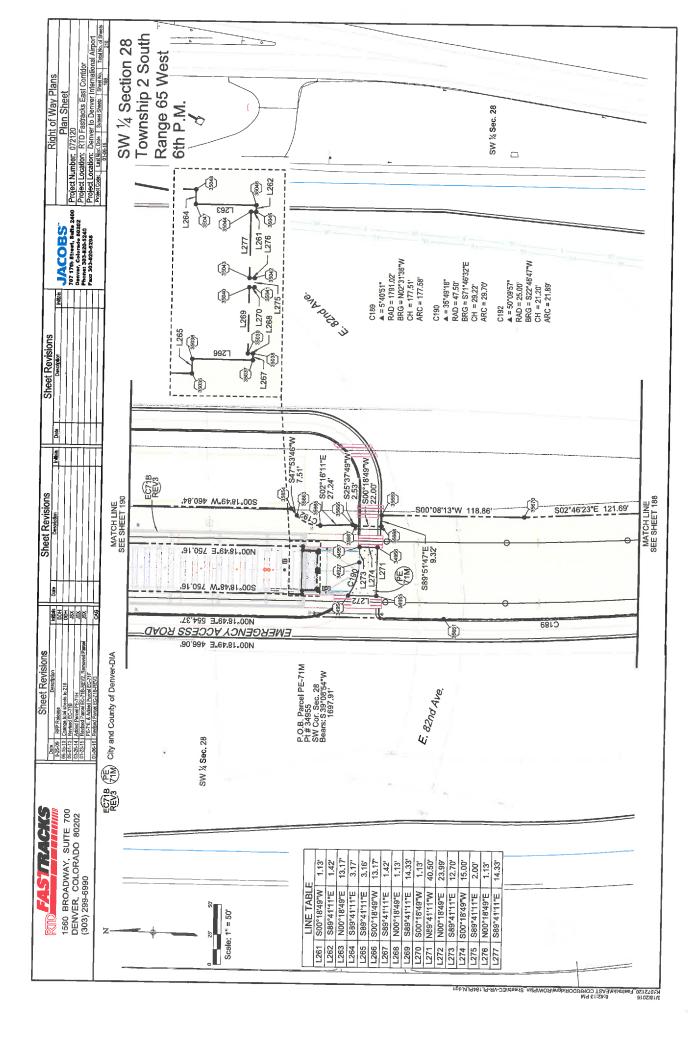


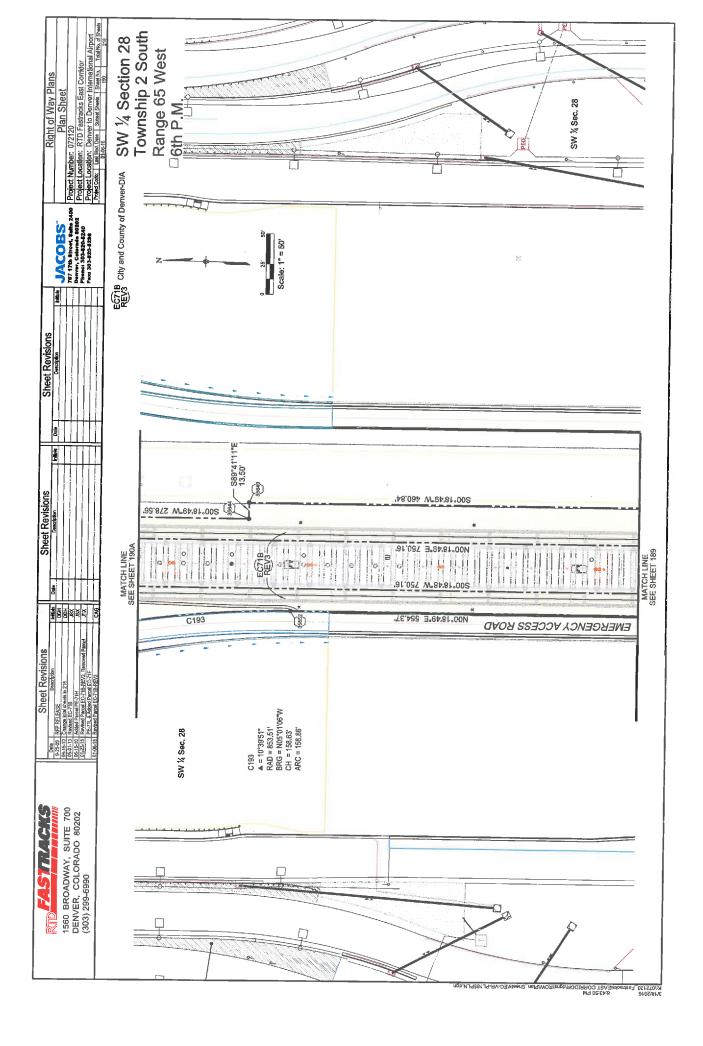


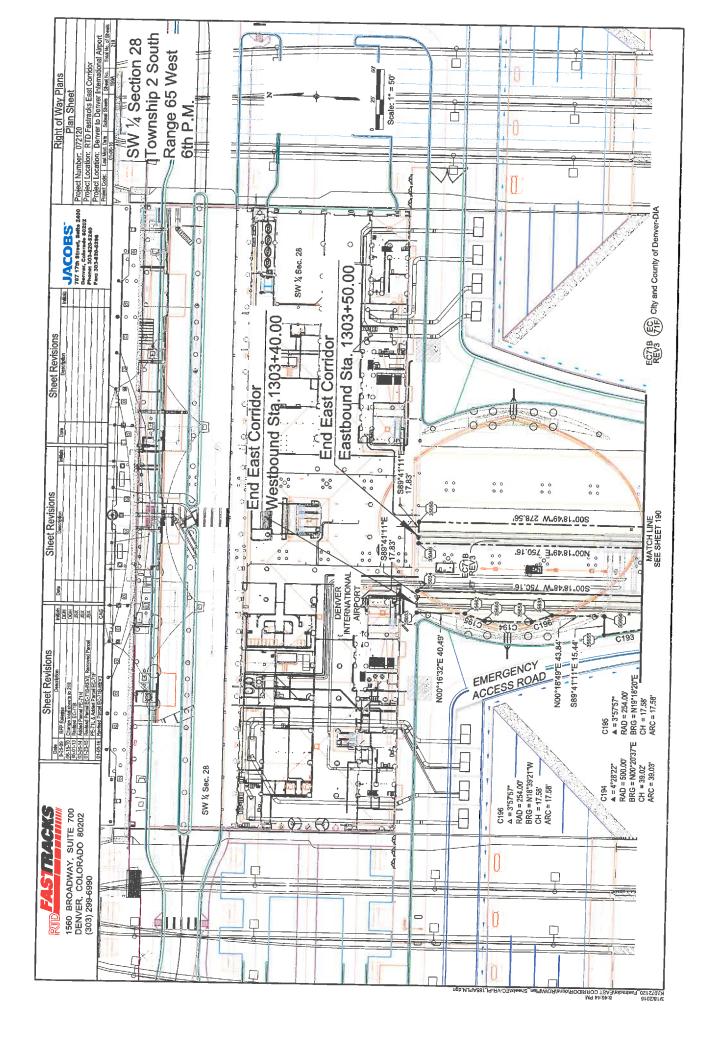


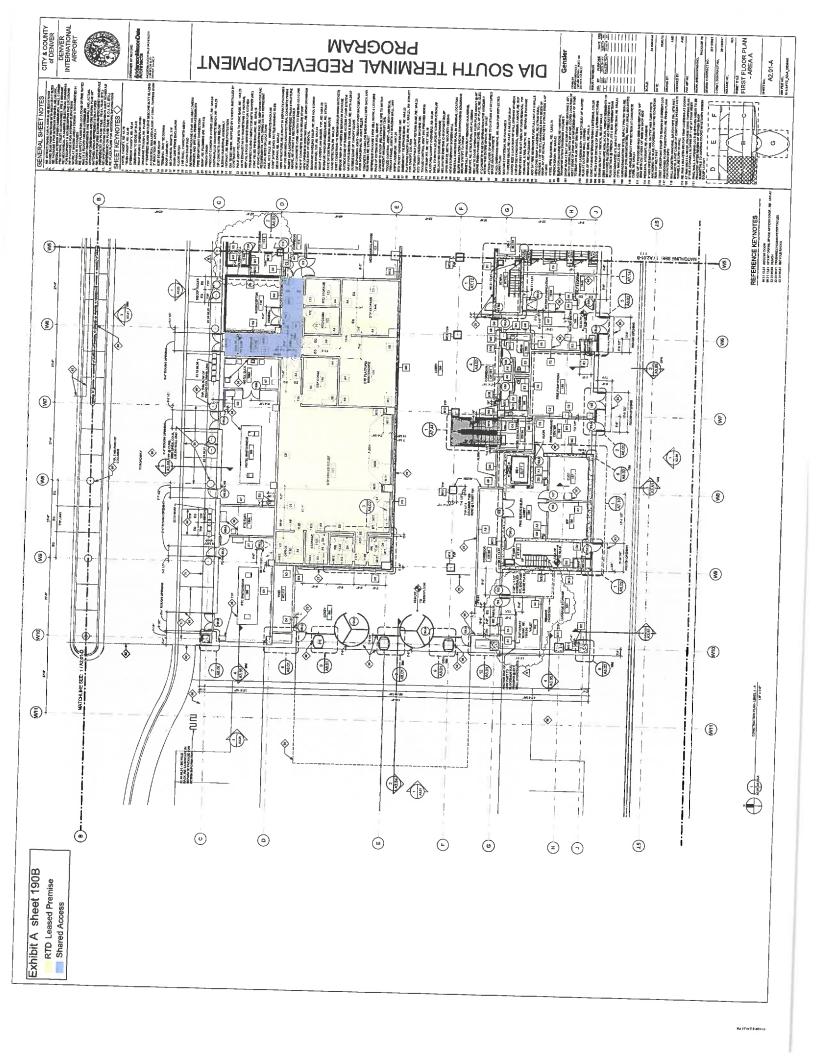


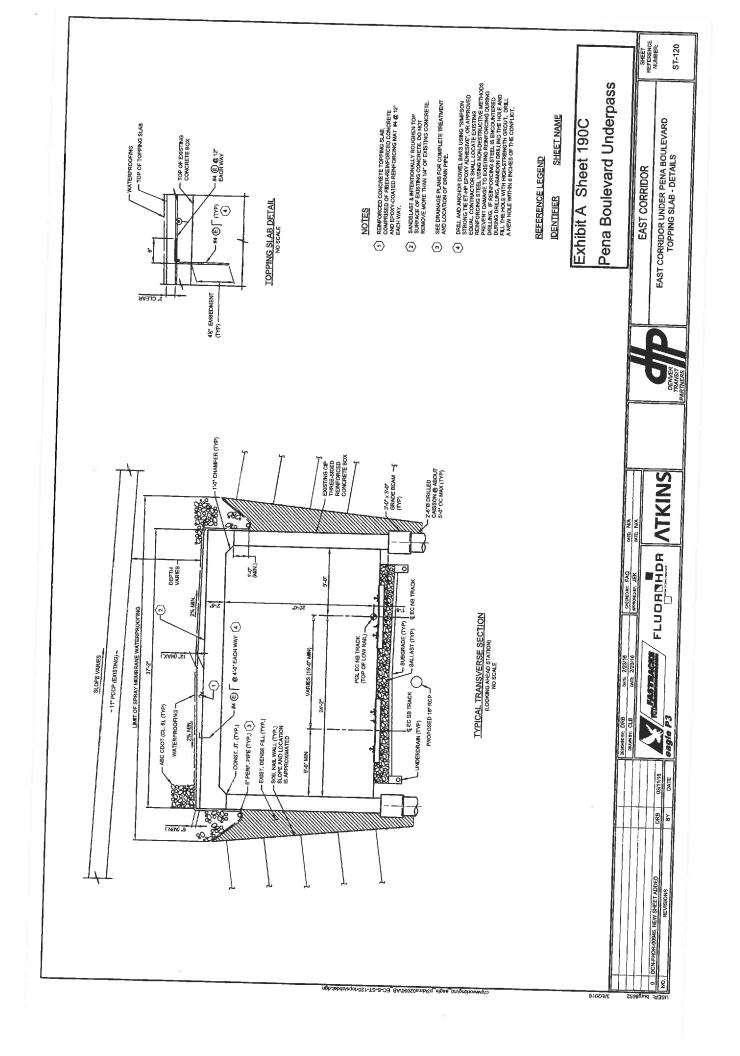














U.S. Department of Transportation Federal Aviation Administration Denver Airports District Office 26805 E. 68<sup>th</sup> Avenue, Room 224 Denver, Colorado 80249 303-342-1250; FAX 303-342-1260

January 20, 2010

Kim Day, Manager of Aviation Denver International Airport 8500 Pena Boulevard, 9<sup>th</sup> Floor Denver, CO 80249-6340

Dear Ms. Day:

This letter is in response to your staff's request that the Federal Aviation Administration (FAA) review and comment on the draft intergovernmental agreement (IGA) between the City and County of Denver, on behalf of its Department of Aviation, and the Regional Transportation District (RTD), a political subdivision of the State of Colorado, for the construction and operation of the FasTracks East Corridor/Denver International Airport (DIA) commuter rail line. The version of the IGA sent for FAA review was dated December 24, 2009.

Based on discussions with your staff and a review of the IGA, FAA understands the FasTracks East Corridor/DIA commuter rail line will be a new commuter rail service connecting DIA to Denver's downtown rail station, Union Station. The East Corridor/DIA line will be constructed partly on off-airport property and partly on property owned by DIA and designated as aeronautical property on the FAA-approved Airport Layout Plan (ALP). The new rail line will run east from downtown Denver, adjacent to Interstate 70 and enter airport property where Interstate 70 and Peña Blvd. intersect. From this point, the line will parallel Peña Blvd. and end at a rail station to be constructed at the southern end of the DIA terminal building.

Federal law requires that sponsors of public airports accepting Federal Airport Improvement Program (AIP) grants agree that all revenue generated by the airport be used for the capital or operating costs of (1) the airport, (2) the local airport system, or (3) facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property (see 49 U.S.C. §47107). Under the AIP, the City and County of Denver has entered into agreements with FAA for the acceptance of Federal funds, totaling over \$677 million, for airport development projects and land acquisition at DIA, per 49 U.S.C. 47101 *et seq.* 

RTD LEASE EXHIBIT B (4 pages)

On February 16, 1999, FAA issued policies and procedures to assure the prompt and effective enforcement of AIP grant assurances regarding an airport's selfsustainability and the use of airport revenue (see FAA Final Policy Regarding the Use of Airport Revenue, 64 FR 7696). In particular, these policies and procedures state airport revenues may be used for airport ground access, as follows:

Airport revenue may be used for the capital and operating costs of those portions of an airport ground access project that can be considered an airport capital project, or of that part of a local facility that is owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property, including use by airport visitors and employees. The FAA has approved the use of airport revenue for the actual costs incurred for structures and equipment associated with an airport terminal station and a rail connector between the airport station and the nearest mass transit rail line, where the structures and equipment were (1) located entirely on airport property, and (2) designed and intended exclusively for the use of airport passengers. (64 FR 7718-7719)

Per these Federal requirements, FAA has reviewed the IGA to determine how airport revenue will be used to construct and support the FasTracks East Corridor/DIA commuter rail line, ownership of rail infrastructure and support facilities located on airport property, and the terms of leases for use of airport property and right-a-ways. FAA did not analyze the use of passenger facility charges (PFCs) for the new rail line as DIA staff was uncertain if PFC funds would be used for this purpose. As there are strict statutory eligibility criteria for funding transit projects with PFC funds, additional FAA review and approval would be required should the City and County of Denver later decides to use PFC funds for the construction or operation of the new rail line to DIA.

FAA supports modifications to the IGA that clarify the City and County of Denver will (1) retain ownership of the DIA terminal rail station; (2) continue to own the land on which this station will be built; and (3) designate this station as an aeronautical use on the FAA-approved ALP.

As with rail stations, other facilities and infrastructure that allow the rail system to link DIA with downtown Denver can be funded with airport revenues only if they are facilities owned or operated by the airport sponsor; located on airport property; and directly and substantially related to the air transportation of passengers or property. Systems and equipment that are associated with the operation of the rail line that would be considered operating and maintenance items, rather than capital projects, generally are not funded with airport revenues as such items are not owned or operated by the airport sponsor. Any additional stations or infrastructure that will be necessary to support the new FasTrack East Corridor rail line will need to be reviewed by the FAA on a case-by-case basis to determine compliance with Federal airport revenue use policies and other grant assurances, including the appropriate lease terms for any support facility that would be located on airport property. At the request of your staff, the Denver ADO researched the legality of using airport revenues for certain flight information and check-in equipment, some of which would be located off airport property. FAA has completed its review of this equipment and found that some of it can be funded with airport revenues, under certain circumstances.

Airport revenue can be used to fund a fiber optic cable to be installed the length of the FasTrack East Corridor to provide data to flight information display signs (FIDS) in stations along this rail line, as well as for the purchase and installation of these signs. While such equipment would not be entirely on airport property, FAA finds it would be acceptable to use airport revenue for such FIDS as they are normally funded by the airport sponsor, directly related to air transportation, and associated costs can be recovered through the existing rates and charges process. In order to remain compliant with Federal grant assurances, such FIDS equipment must be owned and operated by DIA.

However, FAA will not approve the use of airport revenue for off-airport kiosks for passenger check-in. As such kiosks are funded and maintained by each tenant air carriers, associated costs would not be recovered through existing rates and charges and may not be used by all tenant air carriers. Accordingly, the use of airport revenue to fund such equipment would be considered an airline subsidy.

In finalizing the IGA, the City and County of Denver can generally assume that airport revenues can be used to make improvements to the existing airport terminal to accommodate the new rail station and to construct structures designed to connect the airport to the new rail system. Conversely, airport revenues cannot be used to purchase rail cars, construct a rail maintenance facility or make any infrastructure improvements that support rail operations off airport property.

For all uses of Federally-obligated airport property that involve an entity other than the City and County of Denver, the IGA must require a lease agreement that, at a minimum, specifies the use of the land and the compensation the City and County of Denver, as the airport sponsor, will receive in return for use of the land. In most instances, FAA will require the airport sponsor to lease Federallyobligated airport property for fair market value and the use of the land must be for an aeronautical purpose. FAA's Final Policy Regarding the Use of Airport Revenue does make some exceptions that allows Federally-obligated airport property to be made available for a public transit system for less than fair market value if the system is publicly owned and operated and the facilities are directly and substantially related to air transportation of passengers or property, including use by airport visitors and employees. An airport sponsor would not be in violation of Federal grant assurances if airport property is made available at less than fair market rental for public transit terminals, right-of-way and related facilities so long as the airport sponsor enters into a lease with a public entity that will own and operate the transit system for a nominal value (see 64 FR 7718-7719, Paragraph G, Use of Property for Transit Projects).

FAA believes the FasTracks East Corridor/DIA rail line meets the criteria of a public transit system; therefore, the City and County of Denver can enter into an agreement with RTD to lease the new DIA rail terminal and the track right-of-way along Peña Blvd. for a nominal fee. To ensure compliance with the above policy, the lease arrangement between the City and County of Denver and RTD for the operation of the new station and the track right-of-way on airport property should, at a minimum, specify the nominal fee to be charged for the use of airport property. In addition, lease terms must specify that the City and County of Denver will retain ownership of the land on which these facilities will be built and limit the base lease term to no more than fifty (50) years and lease renewal terms to no more than fifteen (15) years each. In compliance with airport revenue use policies, such lease terms shall ensure that DIA retains its rights and powers over airport property, while allowing a reasonable period for RTD to recover its investment in the new rail line.

Please make the revisions as requested in the paragraphs above and coordinate the revised IGA with this office. To avoid any misunderstandings and to ensure compliance with Federal grant assurances, please provide the FAA with the entire IGA, not just portions relevant to the DIA rail terminal. Any future changes to the IGA also will require FAA review.

As a reminder, Federal law prohibits use of airport revenue as matching local share for other Federal grant projects located off airport property. Further, the City and County of Denver is responsible for coordinating any construction on or near an airport with the appropriate Federal offices as required with any other construction project. Further, airlines and other affected airport users must be kept informed of any expenditure on this project that may affect users' rates and charges at the airport.

Thank you for the opportunity to comment on the draft IGA. 1 look forward to working with you and your staff on this important project. If you need further assistance, please contact me at (303) 342-1261 or Ms. Linda Bruce at (303) 342-1264.

Sincerely.

John P. Bauer, Assistant Manager Denver Airports District Office

Rick Busch, DIA CDOT

cc!

## EXHIBIT C to the Aviation / RTD Lease Agreement

## Agreements Affecting RTD Leased Premises as of April 15, 2016

- Cooperative Service Agreement Reimbursable Number 12-7308-5358-RA between City and United Stated Department of Agriculture, Animal and Plant Health Inspection Service Wildlife Services (APHIS) effective January 1, 2012 and the Fourth Amendment thereto dated August 4, 2015.
- Development Agreement between City and Rail Stop, LLC dated May 26, 2015 for the development of the area around 61<sup>st</sup> Avenue and Peña Boulevard.
- Intergovernmental Agreement Regarding Peña Station Area Improvements between City and Aviation Station North Metropolitan District No. 1, CCN PLANE-201521680-00, dated May 21, 2015.
- Additional Project Improvements Reimbursement Agreement CCN: PLANE-201521615-00 between City and Aviation Station North Metropolitan District No. 1 dated May 21, 2015 related to the City's Rail Stop LLC Development Agreement for area abutting 61<sup>st</sup> Ave. Stations.
- Project Improvements Reimbursement Agreement among City and various metropolitan management districts dated May 21, 2015 related to the City's Rail Stop LLC Development Agreement for for area abutting 61<sup>st</sup> Ave. Stations.
- 6) Construction Disbursing Agreement between City and various metropolitan management districts, CCN: PLANE-201522566-00 dated May 29, 2015
- 7) Coordination Agreement dated June 3, 2015 between City and MidFirst Bank regarding the default terms for MidFirst Ioan to Rail Stop LLC.
- 8) Aurora
  - a) Landscaping Licensing Agreement dated June 11, 1998, for landscaping at Buckley Road and I-70.
  - b) Inter-Governmental License Agreement dated November 6, 2007, in which Denver granted to Aurora, on the terms and conditions contained in the Agreement, a License to construct, maintain, service, and repair a water line and appurtenances.
- Colorado Department of Transportation ("CDOT") Intergovernmental Agreement dated January 9, 1992, for the design and construction of the Peña Boulevard and Interstate 70 interchange.

- 10)ConocoPhillips Services, Lease Agreement dated December 6, 1995, as amended May 13, 1997, and June 24, 2003 (assignment to Convenience Retailers LLC consented to January 29, 2009) for public gas station and other services near Peña Blvd. and Gun Club Road and the 4<sup>th</sup> Amendment to the Lease Agreement between City and Convenience Retailers dated June 18, 2012.
- 11)Denver International Business Center Metropolitan District No. 1, License Agreement dated January 7, 2000.
- 12)Denver Water Board Inter-Agency Memorandum of Understanding dated September 7, 2012; Nonpotable Water Lease Agreement dated December 31, 200, and Participation Agreement dated January 24, 1989 affecting water service to Aviation and its tenants.
- 13)Detention Ponds (cross referenced in Section 6.8.3), under the jurisdiction of Urban Drainage and/or Denver Public Works.
- 14)E-470 Public Highway Authority
  - a) Intergovernmental Agreement Regarding the Peña Boulevard/E-470 Interchange, dated August 22, 1996.
  - b) Airspace Easement Agreement, dated August 30, 1996.
  - c) Quitclaim Deed for Right of Way, dated August 30, 1996.
- 15)Natural Fuels Company, LLC, Lease Agreement dated August 28, 1996, as amended.
- 16)Pauls Corporation/Sand Creek Metropolitan District (Near 40<sup>th</sup>) several MOUs
- 17) Public Rights of Way
  - a) 40<sup>th</sup> Ave (Aurora and Denver)
  - b) 48<sup>th</sup> Ave/Green Valle Ranch (Denver)
  - c) 56<sup>th</sup> Ave. (Denver)
  - d) Tower Road (Denver)
- 18) Public Works and Parks MOU for First Creek
- 19)Sand Creek Metropolitan District, Intergovernmental License and Easement Agreement, dated June 7, 2005.

20)Utility Agreements, including for gas, electric, and communication services.

- a) Denver Water
- b) Xcel
- 21)Other agreements of record in the Clerk and Recorder's Office of the City and County of Denver and/or Adams County that may affect the Property.