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EASEMENT AGREEMENT
FOR
WATER PIPELINE

THIS EASEMENT AGREEMENT ("Easement"), made and entered into by and between the UNITED STATES of AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (P.L. 81-152) as amended, and more particularly by Public Law 87-852, approved October 23, 1962, and regulations and orders promulgated thereunder (hereinafter called the "Grantor") (whether grammatically singular or plural) and the Green Mountain Water and Sanitation District, a quasi-municipal corporation and political subdivision of the state of Colorado whose address is 13919 West Utah Avenue, Lakewood, Colorado 80228 (hereinafter called the "Grantee") (whether grammatically singular or plural) (Grantor and Grantee may be referred to herein collectively as "Parties" or individually as a "Party").

WITNESSETH:

For valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee and to its successors and assigns, a non-exclusive easement to operate, maintain, reconstruct, repair, replace, remove, or enlarge, or any combination thereof, a water pipeline and all necessary underground and surface appurtenances thereto, including electric or other related control systems, underground cables, wires and connections, including, but not limited to, mains and conduits, valves, vaults, manholes, cleanouts, force mains, control and systems ("Water Pipeline and Appurtenances"), in, through, over, under, and across a certain area of land situate, lying, and being in the City of Lakewood, County of Jefferson, State of Colorado, as more particularly described in the description and drawing contained in Exhibit A attached hereto and incorporated herein by reference and made a part hereof (the "Easement Area").

IT IS HEREBY MUTUALLY covenanted and agreed by and between the Parties hereto as follows:

1. Subject to the Grantee’s compliance with the provisions of this Easement and all Grantor safety and security requirements for the Denver Federal Center, the Grantee and its agents and employees shall have, and reasonably exercise, in accordance with this Easement, the right of ingress and egress in, through, over, under, and across the Easement Area for any purpose necessary for the enjoyment of the Grantee’s rights in this Easement. Denver Federal Center security personnel may require that the Grantee personnel be escorted by one or more employees or agents of the Grantor or that a reasonable number of supervisory personnel of Grantee undergo and pass background security clearance procedures, and one or more of such persons, once approved by the Denver Federal Center security personnel, shall at all times accompany other Grantee personnel, instead of or in addition to employees or agents of the Grantor, in order for the Grantee to access the Easement Area in accordance with this Easement. Except in the event of an emergency, Grantee shall provide written notice to Grantor at least forty-eight (48) hours prior to entering the Easement Area for the purposes stated in this Easement and shall coordinate with Grantor to obtain access to the Easement Area, provided that Grantor shall not unreasonably withhold, condition, or delay access to the Easement Area. In the event of an emergency, Grantee shall provide to Grantor such prior

R $56.00
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Jefferson County, Colorado

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D $0.00
SDEASE
03/29/2011 02:00:17 PM 10 Page(s)
Jefferson County, Colorado
notice that is reasonable under the circumstances prior to accessing the Easement Area and prompt written notice to the Grantor following the emergency access.

2. Without the written consent of the Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed, in light of the circumstances then existing, including without limitation the need to reasonably protect the Water Pipeline and Appurtenances from any material disturbance or material damage and, including without limitation, the need to allow the Grantee reasonable access to the Water Pipeline and Appurtenances, the Grantor shall not construct or place any structure or building, fence, retaining wall, light or power pole, whether temporary or permanent, tree or landscaping that is deep-rooted or immoderately expensive under the circumstances ("Major Landscaping") on any part of the Easement Area. Any structure or building, fence, retaining wall, light or power pole, tree or landscaping situated on the Easement Area as of the Effective Date of this Easement, may be removed by the Grantee without liability for damages arising therefrom. Grantor may construct or place roads, pavement, curbs gutters, sidewalks, or Minor Landscaping on any part of the Easement Area. Minor Landscaping shall be any landscaping that is not deep-rooted or immoderately expensive under the circumstances.

3. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the full, complete and unmolested enjoyment of the Grantee’s rights pursuant to this Easement. The Grantor shall not significantly impair earth cover over, or the lateral or subjacent support for, any portion of the Water Pipeline and Appurtenances without the prior written consent of the Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed.

4. The Grantor shall not unreasonably interfere with the Grantee’s enjoyment of its rights in this Easement.

5. The Grantor retains the right to use the Easement Area to the extent such use does not unreasonably interfere with any rights of the Grantee contained in this Easement. The Grantee shall not unreasonably interfere with the Grantor’s reserved rights in this Easement.

6. The Grantee agrees that, in the future, other utilities such as other water pipelines, storm sewer, sanitary sewer, gas, or electric lines, or any combination thereof, may be installed in the Easement Area, as long as such utilities do not unreasonably interfere with the Grantee’s rights herein granted. The distance between such other utilities and the Water Pipeline and Appurtenances and the placement of any utility improvements which cross the Water Pipeline and Appurtenances shall be subject to the prior written approval of the Grantee solely to ensure that the placement of the other utilities is consistent with the Grantee’s Rules and Regulations, all as they exist at the time such approval is requested, and with federal, state and local law, all as they exist at the time such approval is requested, and does not interfere with the Grantee’s rights under this Easement to use the Easement Area which prior approval shall not be unreasonably withheld, conditioned, or delayed.

7. When it is necessary to reconstruct, repair, relocate, remove, replace, enlarge, operate, or maintain, or any combination thereof, any portion of its Water Pipeline and Appurtenances in the Easement Area, the Grantee shall backfill, compact, and resurface the area of excavation, to include replacement of roads, asphalt, and/or concrete pavement, curbs, gutters, sidewalks, and Minor Landscaping damaged by the Grantee’s activity, to the grade and condition existing immediately prior to excavation, to the reasonable satisfaction of the Grantor. The Grantee shall exercise all reasonable means to prevent damage to pavement, curbs, and
gutters which are situated within the Easement Area but outside of the immediate area of excavation. In the event said improvements are damaged due to the Grantee's negligence or intentional act, the Grantee shall repair and/or replace said improvements at its expense to the reasonable satisfaction of the Grantor. The Grantee's reconstruction, repair, relocation, removal, replacement, enlargement, operation, and/or maintenance under this Easement shall at all times be performed in a skillful and workmanlike manner and in accordance with the Grantee's applicable Rules and Regulations and the Grantee's applicable Engineering Standards. Upon completing such work, the Grantee shall leave the work area in clean, neat, and orderly condition reasonably satisfactory to the Grantor. Except for roads, asphalt and/or concrete pavement, curb, gutters, sidewalks, and Minor Landscaping, the Grantee shall have no obligation to restore or replace any structure or building, fence, retaining wall, light or power pole, whether temporary or permanent, or tree, or Major Landscaping on any part of the Easement Area.

8. The Grantee shall at all times exercise due care and diligence to avoid damage to property owned by the Grantor and shall pay the Grantor for (or at the written election of the Grantor, promptly repair and/or replace at its expense to the reasonable satisfaction of the Grantor) any and all damage to such property that may arise from or be incident to the Grantee's activities in the Easement Area or in connection with or under this Easement, except that the Grantee has no obligation to pay the Grantor for, or promptly repair and/or replace, any structure or building, fence, retaining wall, light or power pole, whether temporary or permanent, or Major Landscaping, to the extent on the Easement Area and to the extent consent has not been provided by the Grantee under Section 2 of this Easement. The Grantee shall at all times exercise due care and diligence to avoid interference with the activities and actions of the Grantor or Grantor's tenants at the Denver Federal Center. The Grantee shall maintain its Water Pipeline and Appurtenances in accordance with the Grantee's applicable Rules and Regulations, the Grantee's applicable Engineering Standards, and applicable federal, state, and local law.

9. This Easement may be terminated in whole or in part by the Grantor upon written notice of termination given to the Grantee, effective upon the date of said notice, upon occurrence of any of the following circumstances:

(a) a material failure by the Grantee to comply with any term or condition of the Easement which is not cured within thirty (30) days after the Grantee's receipt of notice of default from the Grantor, or, if such failure is not reasonably curable within such time, the failure to commence such cure within such thirty (30) day period or to thereafter diligently complete such cure;

(b) a written notice of abandonment of the Easement Area from the Grantee to the Grantor; or

(c) relocation of the Water Pipeline and Appurtenances under Section 12 of this Easement and the Grantor's conveyance under Section 12 of this Easement of an easement to the Grantee for the areas of such relocation.

10. The Grantor agrees that the United States of America is the owner of the above-described land and that the rights granted to the Grantee herein are subject only to easements of record or in use prior to the granting of this Easement.
11. Except to the extent of the Grantor’s liability, the United States of America shall not be responsible for damages to property, injuries to persons, or any liability whatsoever which may arise from or be incident to this Easement or the Grantee’s activities in the Easement Area, to the exercise by the Grantee of any rights or obligations in connection with or related to this Easement, or to any other act or omission of the Grantee in connection with or related to this Easement or the Easement Area, and the Grantee shall bear full responsibility to the United States of America for any and all such damages, injuries, or liability. To the extent that the Grantee elects, in its sole discretion, to obtain, directly or indirectly, insurance covering, in whole or in part, its obligations under this Section 11, the Grantee shall ensure that such insurance names the United States of America as an additional insured.

12. In the event all or any portion of the Easement Area shall be needed by the United States of America, or in the event the existence of the Water Pipe Line and Appurtenances is detrimental to governmental activities, the Grantee shall, from time to time, at the Grantor’s sole reasonable expense, to the extent permitted by applicable laws and regulations, and upon request from the Grantor to do so, and as often as so requested, remove the Water Pipe Line and Appurtenances, without material interference with the operations of the Water Pipe Line and Appurtenances, other than rerouting of water temporarily during relocation in a safe and effective manner, to such other location or locations as may be designated by the Grantor. In the event that the Water Pipe Line and Appurtenances shall not be removed or relocated within ninety (90) days after any aforesaid request, Grantor may cause the same to be done at the sole reasonable expense of the Grantor. If and when required, Grantor shall convey an easement, similar in form and substance to the Easement, to the Grantee for the area of such relocation.

13. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors, and assigns of the Parties.

14. The rights and responsibilities set forth in this Easement are intended to be covenants on the Easement Area and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth in this Easement or as otherwise permitted under applicable law.

15. This Easement constitutes the whole agreement between the Parties with respect to the subject matter of the Easement and no additional or different oral representation, promise or agreement shall be binding on any of the Parties with respect to the subject matter of this Easement.

16. The Grantee covenants for itself, its successors and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the Grantee and such successors and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age or national origin in the use, occupancy, or conveyance of the Easement Area, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a rental of a room or rooms within family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property interest hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.
17. Notwithstanding anything to the contrary contained in this Easement, in no event may the Grantee transfer any of its rights or obligations under this Easement without the prior written consent of Grantor.

18. The laws of the United States of America and, to the extent that there is no applicable or controlling federal law, the laws of the State of Colorado, shall govern the interpretation, construction, and validity of this Easement, regardless of any principles of choice or conflicts of laws. The Grantee’s exercise of its rights and obligations under this Easement shall be in accordance with applicable federal, state, and local law.

19. This Easement shall be recorded by the Grantee at the Grantee’s expense in the Jefferson County Clerk and Recorder’s Office.

20. If one or more provisions of this Easement shall be held to be invalid, illegal, or unenforceable in any respect or with respect to any Party, such invalidity, illegality, or unenforceability shall not, to the fullest extent permitted by applicable law, invalidate, render illegal, or render unenforceable such provision with respect to the other Party or any other provision of this Easement. If any provision of this Easement is held to be invalid, illegal, or unenforceable and the waiver in the immediately preceding sentence is ineffective to eliminate such invalidity, illegality, or unenforceability, the Parties shall negotiate in good faith to modify this Easement so that the intent and goal of such provision is reflected herein.

21. Nothing in this Easement shall be construed to create any third party beneficiary relationships.

22. All notices or demands pursuant to or in connection with this Easement shall be in writing and shall be deemed given upon actual delivery with a written receipt (or upon refusal of delivery or receipt) at the appropriate address indicated below either: (a) by registered or certified United States Mail, return receipt requested, postage prepaid; or (b) by hand delivery by a reputable delivery service with signature required therefor or refusal noted thereon; (c) for any party whose facsimile number is listed below, by facsimile with hard copy to follow by delivery by method (a), (b), or (e) of this Section; or (d) for any party whose electronic mail address is listed below, by electronic mail with hard copy to follow by method (a), (b), or (e) of this Section or (e) overnight delivery such as Federal Express or other similarly reputable carrier, addressed to as follows:

To the Grantee: Green Mountain Water and Sanitation District
Attn: District Manager
13919 West Utah Avenue
Lakewood, CO 80228
Facsimile: 303-985-0680

with a copy to: Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 225
Denver, CO 80237
Facsimile: 303-292-9100
To GSA:
Regional Administrator
U.S. General Services Administration
Rocky Mountain Region
Denver Federal Center
Building 41, Room 200
P.O. Box 25006
Denver, CO 80225
Facsimile: 303-236-7280

with copies to:
Regional Commissioner, PBS
U.S. General Services Administration
Rocky Mountain Region
Denver Federal Center
Building 41, Room 220
P.O. Box 25546
Denver, CO 80225
Facsimile: 303-236-1133

Office of Regional Counsel (8L)
U.S. General Services Administration
Denver Federal Center
Building 41, Room 218
P.O. Box 25006
Denver CO 80225-0006
Facsimile: 303-236-7175

Notice must be given to all person(s) designated above to receive notice or a copy of such notice in order to for such notice to be properly given. Notice given by counsel to a Party shall be considered notice given by a Party. Any Party of its counsel may designate a different address for itself by notice given in the manner set forth above.

[Remainder of page intentionally left blank.]
EXHIBIT A
DESCRIPTION AND DEPICTION OF EASEMENT AREA

ROUTT STREET EASEMENT 2
Property Description
January 20, 2011

A parcel of land lying in the Northwest Quarter of Section 9, Township 4 South, Range 69 West of the 6th Principal Meridian, Jefferson County, Colorado, being more particularly described as follows;

BEGINNING at a point from which the Northwest Corner of said Section 9 (a found 2 ¼” brass cap in a range box stamped, “SEC. 4 SEC. 5 SEC. 8 SEC. 9 T4S R69W SEC. COR”.) bears N00°00’00”W a distance of 2121.44 feet;
THENCE S09°26’26”W, tangent with the following described curve a distance of 243.35 feet;
THENCE along the arc of a curve to the left, having a central angle of 7°37’06” a radius of 985.00 feet, a chord bearing S05°37’53”W a distance of 130.87 feet, and an arc distance of 130.97 feet to a point on the easterly line of Lot 1, Block 1, Denver Federal Center Subdivision Filing No. 1, recorded at Reception No. 2007108299, on September 20, 2007 at the Jefferson County Clerk & Recorder’s Office;
THENCE N09°26’26”E a distance of 111.31 feet;
THENCE N80°33’34”W a distance of 18.51 feet to a point on the easterly line of said Lot 1;
THENCE N00°00’12”W along the easterly line of said Lot 1 a distance of 30.41 feet;
THENCE S80°33’34”E a distance of 53.50 feet to the POINT OF BEGINNING.

Containing 7,725 square feet, (0.177 Acres), more or less.

Basis Of Bearing: All bearings are based on the northerly line of the Northeast Quarter of Section 8, Township 4 South, Range 69 West of the 6th P.M. as bearing S89°45’58”W a distance of 2619.70 feet between the Northeast Corner of Section 8 (a found 2 ¼” brass cap in a range box stamped, “SEC. 4 SEC. 5 SEC. 8 SEC. 9 T4S R69W SEC. COR”) and the North Quarter corner of Section 8 (a found 3 ¼” brass cap in a range box stamped “CONTRA LTD. S35°57’06”L S 5447”).

Prepared by:
Kenneth W. Carlson PLS 10442
For and on behalf of Jacobs Engineering Group
707 17th Street, Suite 300
Denver, CO 80202
303.820.5240

\[Signature\]
NW 1/4 SECTION 9, TOWNSHIP 4 SOUTH, RANGE 69 WEST, 6th P M
----- CITY OF LAKEWOOD, JEFFERSON COUNTY -----

N 1/4 CORNER SECTION 8
3 1/2" BRASS CAP IN A RANGE BOX
"CONTRA LTD, S5 S8 §
1996 LS 5447"

NE1/4 SEC 8, T4S R69W

Point of Beginning

S 80'33'34" E 53.50'
N 00'00'12" W 30.41'
N 80'33'34" W 18.51'
N 09'26'26" E 111.31'
N 00'00'12" W 235.82'

PROPERTY OF USA

GMWS Easement

R=985.00'
D=07'37'06"
A=130.97'
C=130.87'
CB=05'37'53" W

BASIS OF BEARING:
Bearings are based upon the North line
of the northeast one quarter of
Section 8 between a 2 3/4" brass cap at
the NE corner and a 3 1/2" aluminum cap
at the N 1/4 corner and bearing
S89'45'58"W using NAD 83 State Plane
Coordinates

LEGEND

DOCUMENT DATED
SEC'Y FILE DOC.
RIMS ITEM NO.
CARD NO.
DRN. DGWPM. S.
APPD

SCALE: 1" = 200'

DATE: August 26, 2010

CAD DWG-DFC-Routl3.dwg
IN WITNESS WHEREOF, the Parties hereto have executed this Easement as of the latest date of signature of any of the signatories below ("Effective Date").

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

By: __________________________

Paul F. Prouty
Regional Commissioner
U.S. General Services Administration
Public Buildings Service
Rocky Mountain Region

STATE OF COLORADO) SS.
COUNTY OF Jefferson )

The foregoing instrument was acknowledged before me this 17th day of March, 2011 by Paul F. Prouty, Regional Commissioner, Public Buildings Service, Rocky Mountain Region, U.S. General Services Administration.

Witness my hand and official seal.

My commission expires: Nov. 3, 2013

________________________
Notary Public
GREEN MOUNTAIN WATER AND SANITATION DISTRICT

By: Douglas Neil Beck
President

ATTEST:

Michele L. Wiechman
Assistant Secretary

STATE OF COLORADO )
COUNTY OF Jefferson ) SS.

The foregoing instrument was acknowledged before me by Douglas Neil Beck as President and Michele L. Wiechman as Assistant Secretary of Green Mountain Water and Sanitation District on this 8th day of February, 2010.

Witness my hand and official seal.

My commission expires: 11-15-11

Notary Public
DATE: April 19, 2011

TO: Dave Hartkopf  
Manager  
Green Mountain Water & Sanitation Dist.  
13919 W. Utah Ave.  
Lakewood, CO 80228

FROM: Susan Johnson  
Discipline Manager  
Urban Design/Stations  
10455 W 6th Ave  
Lakewood, CO

cc: WC Document Control with Attachments

SUBJECT: Executed Easement Agreement for Water Pipeline between GSA and GMWSD

PROJECT & FILE CODE: WC-1880  
TRANSMITTAL #: WC-T-1131

Reason for Transmittal:
- [ ] Requires approval  
- [X] For your records  
- [ ] For your files  
- [ ] Ref. Previous Submittal Numbers:  
- [ ] Other: As requested

Method of Transmittal:
- [ ] RTD Interoffice  
- [X] Fed Ex 797005435168  
- [ ] Courier  
- [ ] U.S. Postal Service

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<th>Reference</th>
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<td>1</td>
<td>Executed Easement Agreement for Water Pipeline</td>
<td>Attached</td>
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As proof of receipt of this submittal, please sign and return via fax or mail to the following:

RTD-FasTracks Document Control  
West Corridor Field Office  
10455 W. 6th Ave  
Lakewood, CO 80215  
Fax: 303.299.2872  
wcdc@rtd-fastracks.com

(x) Acknowledge receipt by signing below and returning to originator.

(Name)  
(Date)

Rev 1 07/09/07
EASEMENT AGREEMENT
FOR
WATER PIPELINE

THIS EASEMENT AGREEMENT ("Easement"), made and entered into by and between the UNITED STATES of AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (P.L. 81-152) as amended, and more particularly by Public Law 87-852, approved October 23, 1962, and regulations and orders promulgated thereunder (hereinafter called the "Grantor") (whether grammatically singular or plural) and the Green Mountain Water and Sanitation District, a quasi-municipal corporation and political subdivision of the state of Colorado whose address is 13919 West Utah Avenue, Lakewood, Colorado 80228 (hereinafter called the "Grantee") (whether grammatically singular or plural) (Grantor and Grantee may be referred to herein collectively as "Parties" or individually as a "Party").

WITNESSETH:

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notice that is reasonable under the circumstances prior to accessing the Easement Area and prompt written notice to the Grantor following the emergency access.

2. Without the written consent of the Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed, in light of the circumstances then existing, including without limitation the need to reasonably protect the Water Pipeline and Appurtenances from any material disturbance or material damage and, including without limitation, the need to allow the Grantee reasonable access to the Water Pipeline and Appurtenances, the Grantor shall not construct or place any structure or building, fence, retaining wall, light or power pole, whether temporary or permanent, tree or landscaping that is deep-rooted or immoderately expensive under the circumstances ("Major Landscaping") on any part of the Easement Area. Any structure or building, fence, retaining wall, light or power pole, tree or landscaping situated on the Easement Area as of the Effective Date of this Easement, may be removed by the Grantee without liability for damages arising therefrom. Grantor may construct or place roads, pavement, curbs gutters, sidewalks, or Minor Landscaping on any part of the Easement Area. Minor Landscaping shall be any landscaping that is not deep-rooted or immoderately expensive under the circumstances.

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5. The Grantor retains the right to use the Easement Area to the extent such use does not unreasonably interfere with any rights of the Grantee contained in this Easement. The Grantee shall not unreasonably interfere with the Grantor's reserved rights in this Easement.

6. The Grantee agrees that, in the future, other utilities such as other water pipelines, storm sewer, sanitary sewer, gas, or electric lines, or any combination thereof, may be installed in the Easement Area, as long as such utilities do not unreasonably interfere with the Grantee's rights herein granted. The distance between such other utilities and the Water Pipeline and Appurtenances and the placement of any utility improvements which cross the Water Pipeline and Appurtenances shall be subject to the prior written approval of the Grantee solely to ensure that the placement of the other utilities is consistent with the Grantee's Rules and Regulations, all as they exist at the time such approval is requested, and with federal, state and local law, all as they exist at the time such approval is requested, and does not interfere with the Grantee's rights under this Easement to use the Easement Area which prior approval shall not be unreasonably withheld, conditioned, or delayed.

7. When it is necessary to reconstruct, repair, relocate, remove, replace, enlarge, operate, or maintain, or any combination thereof, any portion of its Water Pipeline and Appurtenances in the Easement Area, the Grantee shall backfill, compact, and resurface the area of excavation, to include replacement of roads, asphalt, and/or concrete pavement, curbs, gutters, sidewalks, and Minor Landscaping damaged by the Grantee's activity, to the grade and condition existing immediately prior to excavation, to the reasonable satisfaction of the Grantor. The Grantee shall exercise all reasonable means to prevent damage to pavement, curbs, and
gutters which are situated within the Easement Area but outside of the immediate area of excavation. In the event said improvements are damaged due to the Grantee's negligence or intentional act, the Grantee shall repair and/or replace said improvements at its expense to the reasonable satisfaction of the Grantor. The Grantee's reconstruction, repair, relocation, removal, replacement, enlargement, operation, and/or maintenance under this Easement shall at all times be performed in a skillful and workmanlike manner and in accordance with the Grantee's applicable Rules and Regulations and the Grantee's applicable Engineering Standards. Upon completing such work, the Grantee shall leave the work area in clean, neat, and orderly condition reasonably satisfactory to the Grantor. Except for roads, asphalt and/or concrete pavement, curb, gutters, sidewalks, and Minor Landscaping, the Grantee shall have no obligation to restore or replace any structure or building, fence, retaining wall, light or power pole, whether temporary or permanent, or tree, or Major Landscaping on any part of the Easement Area.

8. The Grantee shall at all times exercise due care and diligence to avoid damage to property owned by the Grantor and shall pay the Grantor for (or at the written election of the Grantor, promptly repair and/or replace at its expense to the reasonable satisfaction of the Grantor) any and all damage to such property that may arise from or be incident to the Grantee's activities in the Easement Area or in connection with or under this Easement, except that the Grantee has no obligation to pay the Grantor for, or promptly repair and/or replace, any structure or building, fence, retaining wall, light or power pole, whether temporary or permanent, or Major Landscaping, to the extent on the Easement Area and to the extent consent has not been provided by the Grantee under Section 2 of this Easement. The Grantee shall at all times exercise due care and diligence to avoid interference with the activities and actions of the Grantor or Grantor's tenants at the Denver Federal Center. The Grantee shall maintain its Water Pipeline and Appurtenances in accordance with the Grantee's applicable Rules and Regulations, the Grantee's applicable Engineering Standards, and applicable federal, state, and local law.

9. This Easement may be terminated in whole or in part by the Grantor upon written notice of termination given to the Grantee, effective upon the date of said notice, upon occurrence of any of the following circumstances:

(a) a material failure by the Grantee to comply with any term or condition of the Easement which is not cured within thirty (30) days after the Grantee's receipt of notice of default from the Grantor, or, if such failure is not reasonably curable within such time, the failure to commence such cure within such thirty (30) day period or to thereafter diligently complete such cure;

(b) a written notice of abandonment of the Easement Area from the Grantee to the Grantor; or

(c) relocation of the Water Pipeline and Appurtenances under Section 12 of this Easement and the Grantor's conveyance under Section 12 of this Easement of an easement to the Grantee for the areas of such relocation.

10. The Grantor agrees that the United States of America is the owner of the above-described land and that the rights granted to the Grantee herein are subject only to easements of record or in use prior to the granting of this Easement.
11. Except to the extent of the Grantor's liability, the United States of America shall not be responsible for damages to property, injuries to persons, or any liability whatsoever which may arise from or be incident to this Easement or the Grantee's activities in the Easement Area, to the exercise by the Grantee of any rights or obligations in connection with or related to this Easement, or to any other act or omission of the Grantee in connection with or related to this Easement or the Easement Area, and the Grantee shall bear full responsibility to the United States of America for any and all such damages, injuries, or liability. To the extent that the Grantee elects, in its sole discretion, to obtain, directly or indirectly, insurance covering, in whole or in part, its obligations under this Section 11, the Grantee shall ensure that such insurance names the United States of America as an additional insured.

12. In the event all or any portion of the Easement Area shall be needed by the United States of America, or in the event the existence of the Water Pipeline and Appurtenances is detrimental to governmental activities, the Grantee shall, from time to time, at the Grantor's sole reasonable expense, to the extent permitted by applicable laws and regulations, and upon request from the Grantor to do so, and as often as so requested, remove the Water Pipeline and Appurtenances, without material interference with the operations of the Water Pipeline and Appurtenances, other than rerouting of water temporarily during relocation in a safe and effective manner, to such other location or locations as may be designated by the Grantor. In the event that the Water Pipeline and Appurtenances shall not be removed or relocated within ninety (90) days after any aforesaid request, Grantor may cause the same to be done at the sole reasonable expense of the Grantor. If and when required, Grantor shall convey an easement, similar in form and substance to the Easement, to the Grantee for the area of such relocation.

13. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors, and assigns of the Parties.

14. The rights and responsibilities set forth in this Easement are intended to be covenants on the Easement Area and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth in this Easement or as otherwise permitted under applicable law.

15. This Easement constitutes the whole agreement between the Parties with respect to the subject matter of the Easement and no additional or different oral representation, promise or agreement shall be binding on any of the Parties with respect to the subject matter of this Easement.

16. The Grantee covenants for itself, its successors and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the Grantee and such successors and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age or national origin in the use, occupancy, or conveyance of the Easement Area, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a rental of a room or rooms within family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property interest hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.
17. Notwithstanding anything to the contrary contained in this Easement, in no event may the Grantee transfer any of its rights or obligations under this Easement without the prior written consent of Grantor.

18. The laws of the United States of America and, to the extent that there is no applicable or controlling federal law, the laws of the State of Colorado, shall govern the interpretation, construction, and validity of this Easement, regardless of any principles of choice or conflicts of laws. The Grantee’s exercise of its rights and obligations under this Easement shall be in accordance with applicable federal, state, and local law.

19. This Easement shall be recorded by the Grantee at the Grantee’s expense in the Jefferson County Clerk and Recorder’s Office.

20. If one or more provisions of this Easement shall be held to be invalid, illegal, or unenforceable in any respect or with respect to any Party, such invalidity, illegality, or unenforceability shall not, to the fullest extent permitted by applicable law, invalidate, render illegal, or render unenforceable such provision with respect to the other Party or any other provision of this Easement. If any provision of this Easement is held to be invalid, illegal, or unenforceable and the waiver in the immediately preceding sentence is ineffective to eliminate such invalidity, illegality, or unenforceability, the Parties shall negotiate in good faith to modify this Easement so that the intent and goal of such provision is reflected herein.

21. Nothing in this Easement shall be construed to create any third party beneficiary relationships.

22. All notices or demands pursuant to or in connection with this Easement shall be in writing and shall be deemed given upon actual delivery with a written receipt (or upon refusal of delivery or receipt) at the appropriate address indicated below either: (a) by registered or certified United States Mail, return receipt requested, postage prepaid; or (b) by hand delivery by a reputable delivery service with signature required therefor or refusal noted thereon; (c) for any party whose facsimile number is listed below, by facsimile with hard copy to follow by delivery by method (a), (b), or (e) of this Section; or (d) for any party whose electronic mail address is listed below, by electronic mail with hard copy to follow by method (a), (b), or (e) of this Section or (e) overnight delivery such as Federal Express or other similarly reputable carrier, addressed to as follows:

To the Grantee: Green Mountain Water and Sanitation District
Attn: District Manager
13919 West Utah Avenue
Lakewood, CO 80228
Facsimile: 303-985-0680

with a copy to: Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 225
Denver, CO 80237
Facsimile: 303-292-9100
To GSA:
Regional Administrator
U.S. General Services Administration
Rocky Mountain Region
Denver Federal Center
Building 41, Room 200
P.O. Box 25006
Denver, CO 80225
Facsimile: 303-236-7280

with copies to:
Regional Commissioner, PBS
U.S. General Services Administration
Rocky Mountain Region
Denver Federal Center
Building 41, Room 220
P.O. Box 25546
Denver, CO 80225
Facsimile: 303-236-1133

Office of Regional Counsel (8L)
U.S. General Services Administration
Denver Federal Center
Building 41, Room 218
P.O. Box 25006
Denver CO 80225-0006
Facsimile: 303-236-7175

Notice must be given to all person(s) designated above to receive notice or a copy of such notice in order to for such notice to be properly given. Notice given by counsel to a Party shall be considered notice given by a Party. Any Party of its counsel may designate a different address for itself by notice given in the manner set forth above.

[Remainder of page intentionally left blank.]
ROUTT STREET EASEMENT 3
Property Description
January 20, 2011

A portion of Lot 1, Block 1, Denver Federal Center Subdivision Filing No. 1, recorded at Reception No. 2007108299 on September 20, 2007 at the Jefferson County Clerk & Recorder’s Office lying in the Northwest Quarter of Section 9, Township 4 South, Range 69 West of the 6th Principal Meridian, Jefferson County, Colorado, being more particularly described as follows;

BEGINNING at a point from which the Northwest Corner of said Section 9 (a found 2 ¼” brass cap in a range box stamped, “SEC. 4 SEC. 5 SEC. 8 SEC. 9 T4S R69W SEC. COR”). bears N05°25’15”W a distance of 2566.68 feet;
THENCE N89°59’43”E a distance of 8.00 feet to a point on the westerly right-of-way line of Routt Street;
THENCE S00°00’17”W a distance of 10.00 feet;
THENCE N89°59’43”W a distance of 8.00 feet;
THENCE N00°00’17”W a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 80 square feet, (0.002 Acres), more or less.

Basis Of Bearing: All bearings are based on the northerly line of the Northeast Quarter of Section 8, Township 4 South, Range 69 West of the 6th P.M. as bearing S89°45’58”W a distance of 2619.70 feet between the Northeast Corner of Section 8 (a found 2 ¾” brass cap in a range box stamped, “SEC. 4 SEC. 5 SEC. 8 SEC. 9 T4S R69W SEC. COR”) and the North Quarter corner of Section 8 (a found 3 ¼” brass cap in a range box stamped “CONTRA LTD. S5 S8 ¾ 1996 LS 5447”).

Prepared by:
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group
707 17th Street, #2300
Denver, CO 80202
303.820.5240

EXHIBIT A
DESCRIPTION AND DEPICTION OF EASEMENT AREA
BASIS OF BEARING:
Bearings are based upon the North line of the northeast one quarter of
Section 8 between a 2½ brass cap at
the NE corner and a 3½ aluminum cap
at the N 1/4 corner and bearing
S89°45'58"W using NAD 83 State Plane
Coordinates

Second Place

SE1/4 NE1/4
SEC 8

100'
S 89°45'58" W
8.00'

PARCEL CONTAINS 80 SQUARE FEET ±
IN WITNESS WHEREOF, the Parties hereto have executed this Easement as of the latest date of signature of any of the signatories below ("Effective Date").

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

By:

Paul F. Prouty
Regional Commissioner
U.S. General Services Administration
Public Buildings Service
Rocky Mountain Region

STATE OF COLORADO )
COUNTY OF Jefferson ) SS.

The foregoing instrument was acknowledged before me this 17 day of March, 2011 by Paul F. Prouty, Regional Commissioner, Public Buildings Service, Rocky Mountain Region, U.S. General Services Administration.

Witness my hand and official seal.

My commission expires: Nov. 3, 2013

Notary Public
GREEN MOUNTAIN WATER AND SANITATION DISTRICT

By: Douglas Neil Beck
President

ATTEST:

Michele L. Wiechman
Assistant Secretary

STATE OF COLORADO  
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by Douglas Neil Beck as President and Michele L. Wiechman as Assistant Secretary of Green Mountain Water and Sanitation District on this 5th day of February, 2010.

Witness my hand and official seal.

My commission expires: 4-15-11

Notary Public
PROJECT AGREEMENT BETWEEN THE GENERAL SERVICES ADMINISTRATION
AND THE REGIONAL TRANSPORTATION DISTRICT
FOR CONSTRUCTION OF A PORTION OF A RAIL LINE AT
THE DENVER FEDERAL CENTER IN JEFFERSON COUNTY, COLORADO

This Project Agreement dated this 4th day of February, 2010 (this Agreement), is by
and between the General Services Administration (GSA) an agency of the United States
of America and the Regional Transportation District (RTD), a political subdivision of the
State of Colorado for the purposes of outlining the terms for grants of easements for
construction, operation and maintenance of a light rail line on a portion of the Denver
Federal Center in the City of Lakewood (the City), Jefferson County, Colorado (the
Federal Center). GSA and RTD may also be referred to herein as a "Party" or
collectively as the "Parties."

RECITALS

A. RTD intends to construct a light rail project from downtown Denver, Colorado, to
Jefferson County, Colorado, as substantially described by a Final Environmental Impact
Statement issued in August of 2003, and adopted by a Record of Decision issued by the
Federal Transit Administration on April 19, 2004 (the West Corridor). A Revised
Environmental Assessment was approved on November 16, 2007 along with a Finding
of No Significant Impact (FONSI) also on November 16, 2007. One station and a portion
of the light rail line will be on property owned by GSA. Related parking and a bus
transfer facility will be located on property sold by GSA to the City and transferred to
RTD pursuant to a Purchase and Sale Agreement dated June 18, 2007, between the
City and RTD. The sale and transfer occurred on September 19, 2007.

Property previously acquired from GSA and transferred to RTD is described in the Offer
to Purchase (OTP) from GSA to the City executed on June 4, 2007, and incorporated
herein by this reference. All terms and definitions used in the OTP shall have the same
meaning in this Agreement as contained therein.

B. The area transferred to RTD does not include property necessary to build and
operate a light rail line and station to serve the Federal Center and local vicinity, to place
abutments for a bridge spanning Sixth Avenue connecting to the transit facilities, and to
stage construction for the foregoing and for other related West Corridor construction.

C. GSA has agreed to provide easements to RTD for the construction, maintenance
and operation of the light rail and related improvements in consideration for certain
improvements.

D. RTD has agreed to operate the light rail on GSA property if certain requirements
necessary for public enjoyment of the rail line can be met. NOW THEREFORE, IN
CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

1. Recitals Incorporated

The recitals set forth above are incorporated herein by reference and made a
part of this Agreement.
2. **Permanent Easement for Operation and Maintenance**

   GSA will grant RTD a permanent operating and maintenance easement for its rail line and related subsurface utilities in the form shown on **Exhibit A** (the Permanent Easement) attached hereto and incorporated by this reference, as legally described on **Exhibit A-1** and depicted on **Exhibit A-2** (the Permanent Easement Area).

3. **Construction Easement**

   GSA will grant RTD a construction easement in the form shown on **Exhibit B** (the Construction Easement) attached hereto and incorporated by this reference, as, legally described on **Exhibit B-1** and **Exhibit B-2** and as depicted on **Exhibit B-3** (the Construction Easement Area). The Permanent Easement and the Construction Easement are collectively referred to herein as the “Easements.” The Permanent Easement Area and the Construction Easement Area are collectively referred to herein as the “Easement Areas.”

4. **Improvements**

   In consideration of the foregoing, RTD will construct project improvements that will benefit the Federal Center as described on **Exhibit C** (the Improvements). The Parties agree that the estimated value of the Improvements is a fair and adequate representation of the work to be accomplished and that the Improvements together with the benefit that the rail line will provide to the Federal Center is fair, adequate and sufficient consideration for the granting of the Easements to RTD. No additional compensation will be required for the Easements so long as RTD substantially completes the Improvements, and relocates the Federal Center Guard Shack for Gate 4 (Guard Shack) to a location to be selected by GSA in conjunction with the installation of the new fence (Fence) and electric gates. In the event that the relocated gate is not functional as installed by RTD, and such failure of functionality is not covered by warranty, RTD shall provide a replacement gate to GSA of comparable quality and size. RTD shall not be required to install utilities for or maintain the Guard Shack, fence or gates following relocation.

   RTD will complete all items other than the Fence and relocation of the Guard Shack in accordance with RTD project construction standards applicable to the West Corridor, and standards of state or local government entities with jurisdiction over the work, including but not limited to: (1) street and road construction, including intersection improvements, will meet the requirements of the City and/or the Colorado Department of Transportation, as applicable; and (2) asbestos removal and all materials management, removal and disposal of any hazardous substances, pollutants or contaminants in the Permanent Easement Area shall be undertaken pursuant to a materials management plan to be approved by the Colorado Department of Public Health and Environment (CDPHE) as specified in Section 6 of this Agreement.

5. **Design and Construction**

   GSA has been consulted on each of the Improvements described in Exhibit C. Prior to construction of each of the Improvements on the Federal Center property, RTD will provide the GSA representative designated herein with final design plans and specifications for the Improvements. GSA shall have fifteen (15) business days from
receipt to review and comment on such plans and specifications for purposes of maintaining GSA security, access and Federal Center operations. GSA shall be entitled to review plans for the Improvements, installation of the Fence and gates, relocation of the Guard Shack, and associated work for compliance with any GSA construction standards. If no comments are provided by GSA within fifteen (15) business days of receipt of the plans and specifications for the Improvements, the Fence, gates, and the Guard Shack, such plans and specifications shall be deemed approved; unless the Parties mutually agree in writing to extend review times. To the extent GSA requires modifications of any construction element, GSA will provide RTD with information required to address the specific issues raised. RTD will have fifteen (15) business days from receipt of a written request for such modifications in which to respond with revised plans. If the Parties are unable to agree on satisfactory solution to issues, dispute resolution will process as shown in Section 11 below. GSA will not have the opportunity to require modifications based on aesthetic or additional capacity requirements beyond what has been approved in RTD’s project design and budget for the West Corridor. Landscaping requirements in the Permanent Easement Area following construction will conform to the City’s requirements.

GSA personnel shall have the right to inspect the Easement Areas and related construction at such times as will not materially interfere with project construction, provided that any GSA personnel in the Easement Areas shall conform to all RTD and contractor imposed safety requirements.

6. Hazardous Substances

RTD has been informed that the Easement Areas may have Asbestos Containing Material and Hazardous Substances. RTD has also been informed by GSA that there is no present violation of CERCLA in the Easement Areas, nor are there any clean-up orders, or consent decrees mandating specified clean-up activities in the Easement Areas expect for the Denver Federal Center Sitewide Consent Order dated July 18, 1997, which is hereby incorporated by reference. RTD will obtain from CDPHE approval for a materials management plan for the Permanent Easement Area. RTD will ensure that all soil screening, removal and disposal conforms to an approved materials management plan. Copies of the plan will be provided to GSA for review prior to RTD start of work. GSA will not require any additional environmental screening or clean up beyond that required by CDPHE. RTD agrees that it will be responsible for signing of manifests for disposal of any soil it excavates (other than hazardous waste profiles and manifests which must be signed by a designated GSA representative), for ensuring compliance with its materials management plan or a corrective measures work plan, if required and as approved by CDPHE, and for ensuring that it does not exacerbate any existing contamination or cause a new release of any existing contamination on GSA Property. Costs directly related to such soil disposal, and any fees charged by CDPHE for review, shall be borne by RTD.

7. Liability and Indemnification

RTD will provide liability and worker’s compensation insurance to its contractors on the West Corridor project through a Rolling Owner Controlled Insurance Program (ROCIP). RTD will ensure that GSA is an additional insured under the ROCIP for all work taking place in the Easement Areas and that it is insured and indemnified by RTD contractors in the same amounts and for all claims for which RTD is or may be insured.
8. Retrocession

GSA will seek a retrocession agreement with the State of Colorado whereby law enforcement and public safety enforcement in the Easement Areas outside of the new Federal Center perimeter fence line shall be classified as proprietal interest only. Accordingly, the Department of Homeland Security (DHS), Federal Protective Service (FPS) or security and other public safety forces of the State of Colorado or its political subdivisions shall administer laws in accordance with that legislative jurisdiction. The Fence will be relocated as shown in Exhibit D. RTD transit patrons shall not be subject to demands for identification, search or other security measures by DHS officials in the area outside of the Federal Center perimeter Fence line except in the event of an emergency, where DHS officials have probable cause to believe a transit patron is responsible for a particular law enforcement violation(s), or specific threats reasonably addressed by DHS officials.

All RTD contractors working on GSA property inside the Federal Center perimeter Fence line will conform to DHS security authorization requirements which will be provided upon request. RTD will include these requirements in its contract for construction of the light rail in the Permanent Easement Area, the Improvements and for all contractors who will have access to the Construction Easement Area.

9. Detention Pond

GSA may allow RTD to construct and maintain, at its cost, a regional detention pond of approximately three (3) acres (the Detention Pond), on GSA property, in the approximate location depicted on the attached Exhibit E-1 and as legally described on Exhibit E-2. The Parties agree that Exhibit E-1 and Exhibit E-2 are preliminary and the exact location, size and configuration of the Detention Pond may change. If GSA agrees to allow the Detention Pond on its property, it will grant a permanent easement to RTD for the Detention Pond, and the Parties will negotiate in good faith to execute such easement.

10. Funding

All work contemplated herein is subject to RTD’s receipt of a Federal Full Funding Grant Agreement (FFGA) for the West Corridor Light Rail Project. RTD received a FFGA on January 16, 2009 and intends to budget, appropriate and authorize all funds required for implementation of the Improvements. Nothing herein, however, shall be construed as a multiple fiscal year obligation of RTD in violation of Article X section 20 of the Colorado Constitution.

11. Dispute Resolution

The Parties shall resolve disputes regarding all items in this Agreement at the lowest staff level possible. Disputes subject to this Section include, but are not limited to physical site impacts, safety and security, and design review and approval. In the event the parties are unable to resolve disputes at the staff level, the RTD Project Manager and the GSA Director, Denver Federal Center Service Center, shall meet and confer. In the event the Parties cannot resolve disputes at this level, the matter shall be referred to the GSA Regional Commissioner for the Public Buildings Service and the General
Manager of RTD for resolution. In the event the Parties are unable to resolve disputes and any litigation arises out this Agreement or granting of the Easements, Federal law shall govern.

12. **No Third Party Beneficiaries**

   It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the United States of America and RTD; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that any person or entity other than the Parties performing work or receiving benefits pursuant to this Agreement shall be deemed to be an incidental beneficiary only.

13. **Recording of Easements**

   The Easements shall be recorded in the offices of the Clerk and Recorder of Jefferson County, Colorado upon execution of this Agreement.

14. **Officials Not to Benefit**

   No member of or delegate to the United States Congress, or officers or employees of the United States Government, shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom; but this provision shall not be construed to extend to any person who may be a shareholder (other than a controlling shareholder) of any publicly-held corporation for its general benefit.

15. **Entire Agreement, Assignment**

   This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the parties, except as stated herein. This Agreement, or any interest herein, may not be transferred or assigned by RTD without the express written consent of GSA and any assignment transaction without such written consent shall be void *abi initio*.

16. **Communications**

   All notices and communications required or contemplated by this Agreement shall be provided to the following:

   **FOR GSA:**
   
   U.S. General Services Administration  
   Public Buildings Service  
   Rocky Mountain Region  
   Attn: Lisa Wild, Senior Project Manager  
   Denver Federal Center Service Center  
   DFC, Bldg. 41, Rm. 230  
   Denver, CO 80225

   **FOR RTD:**
   
   Jim Starling  
   West Corridor Project Manager  
   Regional Transportation District  
   10455 West 6th Avenue  
   Lakewood, CO 80215
17. **Waiver**

The failure of any Party to exercise any right hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver of either Party's right to demand strict compliance with the terms and conditions of this Agreement.

18. **Severability**

To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

19. **Section Headings and Captions**

The section headings and captions are inserted for convenient reference only and shall not limit or construe the sections to which they apply or otherwise affect the interpretation thereof.

20. **Legal Authority**

The Parties each represent that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

21. **Counterparts of Agreement**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement, and all of which, taken together, shall constitute one and the same document.

Made and entered as of the date set forth above.

The United States of America, acting by and through the Regional Commissioner, Public Buildings Services, Rocky Mountain Region, of the General Services Administration and authorized representatives, hereby executes this Project Agreement this 28 day of January, 2010.
By: Paul F. Prouty  
Regional Commissioner, Public Buildings Service, Rocky Mountain Region, U.S. General Services Administration

Approved as to Legal Sufficiency for the General Services Administration

By: Leigh Ann Bunetta  1/25/10  
Leigh Ann Bunetta, Regional Counsel

Concurrence: Arnold Jackson, Acting Regional Director, Rocky Mountain Region, Federal Protective Service, Department of Homeland Security  1/28/10

Regional Transportation District

By: Phillip A. Washington  
General Manager

Approved as to Legal Form for the Regional Transportation District

By: Lori L. Graham, Associate General Counsel
EXHIBIT A
TO PROJECT AGREEMENT

EASEMENT DEED

STATE OF COLORADO  )
) 2001011802
COUNTY OF JEFFERSON ) 02/08/2010 01:51:07 PM 6 Page(s)
Jefferson County, Colorado

THIS INDENTURE, made this the 20th day of January, 2010, by and between the UNITED STATES of AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (P.P. 81-152) and as amended (40 U.S.C. 484), and more particularly by Public Law 87-852 approved October 23, 1962, and regulations and orders promulgated thereunder, Grantor, and the Regional Transportation District, Denver, Colorado, Denver County, Grantee.

WITNESSETH:

That the said Grantor, for and in consideration of the foregoing and the sum of $10 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey and forever quitclaim to said Grantee, its successors and assigns the following:

An exclusive easement and right of way for the installation, construction, maintenance, repair, replacement, or removal of a fixed rail line, all necessary and appurtenant utilities for the operation of said line including but not limited to underground and overhead electric and fiber optic lines, passenger access facilities including walkways, platforms, and canopies, security and fencing, said easement being described as follows, to-wit:

See Exhibit A-1 and A-2 attached.

RESERVING unto the Grantor and its assigns the right and privilege of using said easement for other purposes which shall not interfere with the rights of Grantee as described herein.

By the acceptance of this Easement Deed, said Grantee agrees for itself, its successors and assigns as follows:

1. This Easement Deed may be terminated in whole or in part by said Grantor upon written notice of such termination given to said Grantee, its successors or assigns,
effective upon the date of said notice, upon occurrence of any of the following circumstances:

a. a failure to comply with any term or condition of the grant, or

b. a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or

c. an abandonment of the easement.

Upon any termination of the Easement Deed, the easement shall be cleared of all improvements (unless otherwise agreed by the Parties), shall be reseeded with native seed and returned to Grantor.

2. The United States of America and its assigns shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance and repair of improvements on the easement or the use and occupation of the easement and easement areas hereinafore described nor for damages to the property of said Grantee nor for damages to the property or injuries to the person of the officers, agents, servants or employees of said Grantee or others who may be at or on the easement areas at their invitation or the invitation of any one of them arising from or incident to activities of the United States of America, and said Grantee, its successors and assigns shall to the extent permitted by law and without waiving any provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., hold the United States of America harmless from any and all such claims.

3. The Grantee covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such successors and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

TO HAVE AND TO HOLD the hereinabove described Easement unto said Grantee, its successors and assigns, for the purpose hereby conveyed and under and subject to the conditions herein expressed and set out.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf the day and the year above written.
UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF THE GENERAL SERVICES

By

Paul F. Prouty
Regional Commissioner, Public Buildings Service, Rocky
Mountain Region
U. S. General Services Administration

STATE OF COLORADO
ss.
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 28 day of January, 2010, by Paul F. Prouty, Regional Commissioner, Public Buildings Service, Rocky Mountain Region, U. S. General Services Administration.

Witness my hand and official seal
My commission expires 11/03/2013

Notary Public
EXHIBIT A-1

Parcel Description
Permanent Guideway Easement

A parcel of land located in the Northwest Quarter of Section 9 and the Northeast Quarter of Section 8, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, and more particularly described as follows:

COMMENCING at the Northeast corner of said Section 8;
Thence South 76°21'16" East, a distance of 770.88 feet to a point on the southerly right-of-way line of West 6th Avenue and the POINT OF BEGINNING;
THENCE the following two (2) courses along said southerly line;
1. N81°06'29"E a distance of 152.16 feet;
2. THENCE N89°08'24"E a distance of 52.44 feet;
THENCE S16°23'58"W tangent with the following described curve a distance of 189.48 feet;
THENCE along the arc of a curve to the right, having a central angle of 16°51'24", a radius of 1390.00 feet, a chord bearing S24°49'40"W a distance of 407.47 feet, and an arc distance of 408.94 feet;
THENCE S33°15'22"W tangent with the last described curve a distance of 208.45 feet;
THENCE S89°13'38"W a distance of 87.60 feet;
THENCE S33°15'22"W tangent with the following described curve a distance of 177.44 feet;
THENCE along the arc of a curve to the left, having a central angle of 33°15'00", a radius of 654.00 feet, a chord bearing S16°37'52"W a distance of 374.23 feet, and an arc distance of 379.53 feet;
THENCE S00°00'21"W a distance of 206.28 feet;
THENCE S90°00'00"E a distance of 35.44 feet;
THENCE S06°21'26"E a distance of 102.91 feet;
THENCE S08°10'03"W a distance of 329.98 feet;
THENCE S89°59'52"W a distance of 975.61 feet;
THENCE N00°00'26"W a distance of 1492.76 feet;
THENCE along the arc of a curve to the right, having a central angle of 30°40'55", a radius of 624.00 feet, a chord bearing S15°20'27"E a distance of 330.17 feet, and an arc distance of 334.15 feet;
THENCE S00°00'00"W tangent with the last and following described curves a distance of 970.90 feet;
THENCE along the arc of a curve to the left, having a central angle of 90°00'00", a radius of 140.00 feet, a chord bearing S45°00'00"E a distance of 197.99 feet, and an arc distance of 219.91 feet;
THENCE S90°00'00"E tangent with the last described and following described curves a distance of 558.26 feet;
THENCE along the arc of a curve to the left, having a central angle of 87°07'47", a radius of 140.00 feet, a chord bearing N46°26'06"E a distance of 192.97 feet, and an arc distance of 212.90 feet;
THENCE N02°52'13"E tangent with the last described and following described curves a distance of 287.98 feet;
THENCE N00°00'21"E tangent with the following described curve a distance of 150.88 feet;
THENCE along the arc of a curve to the right, having a central angle of 33°15'00"", a radius of 691.00 feet, a chord bearing N16°37'52"E a distance of 395.40 feet, and an arc distance of 401.00 feet;
THENCE N33°15'22"E tangent with the last described curve a distance of 152.84 feet;
THENCE S89°13'38"W a distance of 25.82 feet;
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THENCE N15°04'23"E a distance of 451.52 feet to the POINT OF BEGINNING.

Containing 366,455 square feet, (8.413 Acres), more or less.

**Basis Of Bearing:** All bearings are based on the line connecting "Hard" to "Alameda" being a grid bearing of S87°54'44"E as obtained from a Global Positioning System (GPS) Survey based on the Colorado High Accuracy Reference Network (CHARN). Said grid bearing is NAD '83 (1992) Colorado State Plane (Central Zone). "Hard" (PID DE7958) is a Cooperative Base Network Control Station "A" Order Horizontal Mark monumented with a steel rod in access cover. "Alameda" (PID KK1393) is a National Geodetic Survey (NGS) First Order Horizontal Mark monumented with a 3.5" diameter brass cap set flush in concrete, cap stamped in part "Alameda 1977".

[Signature]

Prepared by:
Kenneth McCarison PLS 24942
For and on behalf of Jacobs Engineering Group, Inc.
707 17th Street #3000
Denver, CO 80202
303.820.5240
PROJECT AGREEMENT BETWEEN THE GENERAL SERVICES ADMINISTRATION
AND THE REGIONAL TRANSPORTATION DISTRICT
FOR CONSTRUCTION OF A PORTION OF A RAIL LINE AT
THE DENVER FEDERAL CENTER IN JEFFERSON COUNTY, COLORADO

This Project Agreement dated this 4th day of February, 2010 (this Agreement), is by
and between the General Services Administration (GSA) an agency of the United States
of America and the Regional Transportation District (RTD), a political subdivision of the
State of Colorado for the purposes of outlining the terms for grants of easements for
construction, operation and maintenance of a light rail line on a portion of the Denver
Federal Center in the City of Lakewood (the City), Jefferson County, Colorado (the
Federal Center). GSA and RTD may also be referred to herein as a "Party" or
collectively as the "Parties."

RECITALS

A. RTD intends to construct a light rail project from downtown Denver, Colorado, to
Jefferson County, Colorado, as substantially described by a Final Environmental Impact
Statement issued in August of 2003, and adopted by a Record of Decision issued by the
Federal Transit Administration on April 19, 2004 (the West Corridor). A Revised
Environmental Assessment was approved on November 16, 2007 along with a Finding
of No Significant Impact (FONSI) also on November 16, 2007. One station and a portion
of the light rail line will be on property owned by GSA. Related parking and a bus
transfer facility will be located on property sold by GSA to the City and transferred to
RTD pursuant to a Purchase and Sale Agreement dated June 18, 2007, between the
City and RTD. The sale and transfer occurred on September 19, 2007.

Property previously acquired from GSA and transferred to RTD is described in the Offer
to Purchase (OTP) from GSA to the City executed on June 4, 2007, and incorporated
herein by this reference. All terms and definitions used in the OTP shall have the same
meaning in this Agreement as contained therein.

B. The area transferred to RTD does not include property necessary to build and
operate a light rail line and station to serve the Federal Center and local vicinity, to place
abutments for a bridge spanning Sixth Avenue connecting to the transit facilities, and to
stage construction for the foregoing and for other related West Corridor construction.

C. GSA has agreed to provide easements to RTD for the construction, maintenance
and operation of the light rail and related improvements in consideration for certain
improvements.

D. RTD has agreed to operate the light rail on GSA property if certain requirements
necessary for public enjoyment of the rail line can be met. NOW THEREFORE, IN
CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Incorporated**

   The recitals set forth above are incorporated herein by reference and made a
   part of this Agreement.
2. **Permanent Easement for Operation and Maintenance**

GSA will grant RTD a permanent operating and maintenance easement for its rail line and related subsurface utilities in the form shown on Exhibit A (the Permanent Easement) attached hereto and incorporated by this reference, as legally described on Exhibit A-1 and depicted on Exhibit A-2 (the Permanent Easement Area).

3. **Construction Easement**

GSA will grant RTD a construction easement in the form shown on Exhibit B (the Construction Easement) attached hereto and incorporated by this reference, as legally described on Exhibit B-1 and Exhibit B-2 and as depicted on Exhibit B-3 (the Construction Easement Area). The Permanent Easement and the Construction Easement are collectively referred to herein as the “Easements.” The Permanent Easement Area and the Construction Easement Area are collectively referred to herein as the “Easement Areas.”

4. **Improvements**

In consideration of the foregoing, RTD will construct project improvements that will benefit the Federal Center as described on Exhibit C (the Improvements). The Parties agree that the estimated value of the Improvements is a fair and adequate representation of the work to be accomplished and that the Improvements together with the benefit that the rail line will provide to the Federal Center is fair, adequate and sufficient consideration for the granting of the Easements to RTD. No additional compensation will be required for the Easements so long as RTD substantially completes the Improvements, and relocates the Federal Center Guard Shack for Gate 4 (Guard Shack) to a location to be selected by GSA in conjunction with the installation of the new fence (Fence) and electric gates. In the event that the relocated gate is not functional as installed by RTD, and such failure of functionality is not covered by warranty, RTD shall provide a replacement gate to GSA of comparable quality and size. RTD shall not be required to install utilities for or maintain the Guard Shack, fence or gates following relocation.

RTD will complete all items other than the Fence and relocation of the Guard Shack in accordance with RTD project construction standards applicable to the West Corridor, and standards of state or local government entities with jurisdiction over the work, including but not limited to: (1) street and road construction, including intersection improvements, will meet the requirements of the City and/or the Colorado Department of Transportation, as applicable; and (2) asbestos removal and all materials management, removal and disposal of any hazardous substances, pollutants or contaminants in the Permanent Easement Area shall be undertaken pursuant to a materials management plan to be approved by the Colorado Department of Public Health and Environment (CDPHE) as specified in Section 6 of this Agreement.

5. **Design and Construction**

GSA has been consulted on each of the Improvements described in Exhibit C. Prior to construction of each of the Improvements on the Federal Center property, RTD will provide the GSA representative designated herein with final design plans and specifications for the Improvements. GSA shall have fifteen (15) business days from
receipt to review and comment on such plans and specifications for purposes of maintaining GSA security, access and Federal Center operations. GSA shall be entitled to review plans for the Improvements, installation of the Fence and gates, relocation of the Guard Shack, and associated work for compliance with any GSA construction standards. If no comments are provided by GSA within fifteen (15) business days of receipt of the plans and specifications for the Improvements, the Fence, gates, and the Guard Shack, such plans and specifications shall be deemed approved; unless the Parties mutually agree in writing to extend review times. To the extent GSA requires modifications of any construction element, GSA will provide RTD with information required to address the specific issues raised. RTD will have fifteen (15) business days from receipt of a written request for such modifications in which to respond with revised plans. If the Parties are unable to agree on satisfactory solution to issues, dispute resolution will process as shown in Section 11 below. GSA will not have the opportunity to require modifications based on aesthetic or additional capacity requirements beyond what has been approved in RTD’s project design and budget for the West Corridor. Landscaping requirements in the Permanent Easement Area following construction will conform to the City’s requirements.

GSA personnel shall have the right to inspect the Easement Areas and related construction at such times as will not materially interfere with project construction, provided that any GSA personnel in the Easement Areas shall conform to all RTD and contractor imposed safety requirements.

6. **Hazardous Substances**

RTD has been informed that the Easement Areas may have Asbestos Containing Material and Hazardous Substances. RTD has also been informed by GSA that there is no present violation of CERCLA in the Easement Areas, nor are there any clean-up orders, or consent decrees mandating specified clean-up activities in the Easement Areas expect for the Denver Federal Center Sitewide Consent Order dated July 18, 1997, which is hereby incorporated by reference. RTD will obtain from CDPHE approval for a materials management plan for the Permanent Easement Area. RTD will ensure that all soil screening, removal and disposal conforms to an approved materials management plan. Copies of the plan will be provided to GSA for review prior to RTD start of work. GSA will not require any additional environmental screening or clean up beyond that required by CDPHE. RTD agrees that it will be responsible for signing of manifests for disposal of any soil it excavates (other than hazardous waste profiles and manifests which must be signed by a designated GSA representative), for ensuring compliance with its materials management plan or a corrective measures work plan, if required and as approved by CDPHE, and for ensuring that it does not exacerbate any existing contamination or cause a new release of any existing contamination on GSA Property. Costs directly related to such soil disposal, and any fees charged by CDPHE for review, shall be borne by RTD.

7. **Liability and Indemnification**

RTD will provide liability and worker’s compensation insurance to its contractors on the West Corridor project through a Rolling Owner Controlled Insurance Program (ROCIP). RTD will ensure that GSA is an additional insured under the ROCIP for all work taking place in the Easement Areas and that it is insured and indemnified by RTD contractors in the same amounts and for all claims for which RTD is or may be insured.
8. **Retrocession**

GSA will seek a retrocession agreement with the State of Colorado whereby law enforcement and public safety enforcement in the Easement Areas outside of the new Federal Center perimeter fence line shall be classified as proprietary interest only. Accordingly, the Department of Homeland Security (DHS), Federal Protective Service (FPS) or security and other public safety forces of the State of Colorado or its political subdivisions shall administer laws in accordance with that legislative jurisdiction. The Fence will be relocated as shown in Exhibit D. RTD transit patrons shall not be subject to demands for identification, search or other security measures by DHS officials in the area outside of the Federal Center perimeter Fence line except in the event of an emergency, where DHS officials have probable cause to believe a transit patron is responsible for a particular law enforcement violation(s), or specific threats reasonably addressed by DHS officials.

All RTD contractors working on GSA property inside the Federal Center perimeter Fence line will conform to DHS security authorization requirements which will be provided upon request. RTD will include these requirements in its contract for construction of the light rail in the Permanent Easement Area, the Improvements and for all contractors who will have access to the Construction Easement Area.

9. **Detention Pond**

GSA may allow RTD to construct and maintain, at its cost, a regional detention pond of approximately three (3) acres (the Detention Pond), on GSA property, in the approximate location depicted on the attached Exhibit E-1 and as legally described on Exhibit E-2. The Parties agree that Exhibit E-1 and Exhibit E-2 are preliminary and the exact location, size and configuration of the Detention Pond may change. If GSA agrees to allow the Detention Pond on its property, it will grant a permanent easement to RTD for the Detention Pond, and the Parties will negotiate in good faith to execute such easement.

10. **Funding**

All work contemplated herein is subject to RTD’s receipt of a Federal Full Funding Grant Agreement (FFGA) for the West Corridor Light Rail Project. RTD received a FFGA on January 16, 2009 and intends to budget, appropriate and authorize all funds required for implementation of the Improvements. Nothing herein, however, shall be construed as a multiple fiscal year obligation of RTD in violation of Article X section 20 of the Colorado Constitution.

11. **Dispute Resolution**

The Parties shall resolve disputes regarding all items in this Agreement at the lowest staff level possible. Disputes subject to this Section include, but are not limited to physical site impacts, safety and security, and design review and approval. In the event the parties are unable to resolve disputes at the staff level, the RTD Project Manager and the GSA Director, Denver Federal Center Service Center, shall meet and confer. In the event the Parties cannot resolve disputes at this level, the matter shall be referred to the GSA Regional Commissioner for the Public Buildings Service and the General
Manager of RTD for resolution. In the event the Parties are unable to resolve disputes and any litigation arises out this Agreement or granting of the Easements, Federal law shall govern.

12. **No Third Party Beneficiaries**

   It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the United States of America and RTD; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that any person or entity other than the Parties performing work or receiving benefits pursuant to this Agreement shall be deemed to be an incidental beneficiary only.

13. **Recording of Easements**

   The Easements shall be recorded in the offices of the Clerk and Recorder of Jefferson County, Colorado upon execution of this Agreement.

14. **Officials Not to Benefit**

   No member of or delegate to the United States Congress, or officers or employees of the United States Government, shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom; but this provision shall not be construed to extend to any person who may be a shareholder (other than a controlling shareholder) of any publicly-held corporation for its general benefit.

15. **Entire Agreement, Assignment**

   This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the parties, except as stated herein. This Agreement, or any Interest herein, may not be transferred or assigned by RTD without the express written consent of GSA and any assignment transaction without such written consent shall be void *ab initio*.

16. **Communications**

   All notices and communications required or contemplated by this Agreement shall be provided to the following:

**FOR GSA:**

U.S. General Services Administration  
Public Buildings Service  
Rocky Mountain Region  
Attn: Lisa Wild, Senior Project Manager  
Denver Federal Center Service Center  
DFC, Bldg. 41, Rm. 230  
Denver, CO 80225

**FOR RTD:**

Jim Starling  
West Corridor Project Manager  
Regional Transportation District  
10455 West 6th Avenue  
Lakewood, CO 80215
17. **Waiver**

The failure of any Party to exercise any right hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver of either Party's right to demand strict compliance with the terms and conditions of this Agreement.

18. **Severability**

To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

19. **Section Headings and Captions**

The section headings and captions are inserted for convenient reference only and shall not limit or construe the sections to which they apply or otherwise affect the interpretation thereof.

20. **Legal Authority**

The Parties each represent that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

21. **Counterparts of Agreement**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement, and all of which, taken together, shall constitute one and the same document.

Made and entered as of the date set forth above.

The United States of America, acting by and through the Regional Commissioner, Public Buildings Services, Rocky Mountain Region, of the General Services Administration and authorized representatives, hereby executes this Project Agreement this 28th day of January, 2010.
By: __________________________
Paul F. Prouty
Regional Commissioner, Public Buildings Service, Rocky Mountain Region, U.S. General Services Administration

Approved as to Legal Sufficiency for the General Services Administration

By: __________________________
Leigh Ann Bunetta, Regional Counsel

Concurrence: __________________________
Arnold Jackson, Acting Regional Director, Rocky Mountain Region, Federal Protective Service, Department of Homeland Security

Regional Transportation District

By: __________________________
Phillip A. Washington
General Manager

Approved as to Legal Form for the Regional Transportation District

By: __________________________
Lori L. Graham, Associate General Counsel
EXHIBIT A
TO PROJECT AGREEMENT

EASEMENT DEED

STATE OF COLORADO )
COUNTY OF JEFFERSON )

THIS INDENTURE, made this the 20 day of January, 2012, by and between the UNITED STATES of AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (P.P. 81-152) and as amended (40 U.S.C. 484), and more particularly by Public Law 87-852 approved October 23, 1962, and regulations and orders promulgated thereunder, Grantor, and the Regional Transportation District, Denver, Colorado, Denver County, Grantee.

WITNESSETH:

That the said Grantor, for and in consideration of the foregoing and the sum of $10 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey and forever quitclaim to said Grantee, its successors and assigns the following:

An exclusive easement and right of way for the installation, construction, maintenance, repair, replacement, or removal of a fixed rail line, all necessary and appurtenant utilities for the operation of said line including but not limited to underground and overhead electric and fiber optic lines, passenger access facilities including walkways, platforms, and canopies, security and fencing, said easement being described as follows, to-wit:

See Exhibit A-1 and A-2 attached.

RESERVING unto the Grantor and its assigns the right and privilege of using said easement for other purposes which shall not interfere with the rights of Grantee as described herein.

By the acceptance of this Easement Deed, said Grantee agrees for itself, its successors and assigns as follows:

1. This Easement Deed may be terminated in whole or in part by said Grantor upon written notice of such termination given to said Grantee, its successors or assigns,
effective upon the date of said notice, upon occurrence of any of the following circumstances:

a. a failure to comply with any term or condition of the grant, or

b. a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or

c. an abandonment of the easement.

Upon any termination of the Easement Deed, the easement shall be cleared of all improvements (unless otherwise agreed by the Parties), shall be reseeded with native seed and returned to Grantor.

2. The United States of America and its assigns shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance and repair of improvements on the easement or the use and occupation of the easement and easement areas hereinabove described nor for damages to the property of said Grantee nor for damages to the property or injuries to the person of the officers, agents, servants or employees of said Grantee or others who may be at or on the easement areas at their invitation or the invitation of any one of them arising from or incident to activities of the United States of America, and said Grantee, its successors and assigns shall to the extent permitted by law and without waiving any provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., hold the United States of America harmless from any and all such claims.

3. The Grantee covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such successors and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

TO HAVE AND TO HOLD the hereinabove described Easement unto said Grantee, its successors and assigns, for the purpose hereby conveyed and under and subject to the conditions herein expressed and set out.

IN WITNESSSS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf the day and the year above written.
UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF THE GENERAL SERVICES

By

Paul F. Prouty
Regional Commissioner, Public Buildings Service, Rocky
Mountain Region
U. S. General Services Administration

STATE OF COLORADO ss.
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 28 day of JANUARY, 2010, by Paul F. Prouty, Regional Commissioner, Public Buildings Service, Rocky Mountain Region, U. S. General Services Administration.

Witness my hand and official seal
My commission expires 11/03/2013

[Signature]
Notary Public
EXHIBIT A-1

Parcel Description
Permanent Guideway Basement

A parcel of land located in the Northwest Quarter of Section 9 and the Northeast Quarter of Section 8, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, and more particularly described as follows:

COMMENCING at the Northeast corner of said Section 8;
Thence South 76°21'16" East, a distance of 770.88 feet to a point on the southerly right-of-way line of West 6th Avenue and the POINT OF BEGINNING;
THENCE the following two (2) courses along said southerly line;
  1. N81°06'29"E a distance of 152.16 feet;
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(NGS) First Order Horizontal Mark monumented with a 3.5" diameter brass cap set flush
in concrete, cap stamped in part "Alameda 1977".

Prepared by:
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group, Inc.
707 17th Street, Suite 1000
Denver, CO 80202
303.820.5240
EXHIBIT B
TO PROJECT AGREEMENT

EASEMENT DEED

STATE OF COLORADO )
COUNTY OF JEFFERSON )

THIS INDENTURE, made this the 20th day of January, 2010, by and between the UNITED STATES of AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (P.P. 81-152), as amended (40 U.S.C. 484), and more particularly by Public Law 87-852 approved October 23, 1962, and regulations and orders promulgated thereunder, Grantor and the Regional Transportation District, Denver, Colorado, Denver County, Grantee.

WITNESSETH:

That the said Grantor, for and in consideration of the foregoing and the sum of $10 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey for the following term, specifically January 1, 2008, to December 31, 2012, to said Grantee, its successors and assigns the following:

An easement and right of way to use as a construction staging area, including the storage of equipment, fueling facilities and materials for the installation, construction, maintenance, repair, replacement, or removal of a fixed rail line and all appurtenances including parking areas, utilities, roadway and pedestrian connections, bridges and underpasses for Grantee, its contractors, agents, and employees, said easement being described as follows, to-wit:

See Exhibits B-1, B-2 and B-3 attached.

RESERVING unto the Grantor and its assigns the right and privilege of using said easement for other purposes which shall not interfere with the rights of Grantee as described herein.

Upon the expiration of the Easement term the Easement shall be cleaned of construction debris, shall be reseeded with native seed and returned to Grantor whereupon the Easement shall be extinguished and Grantee shall have no further right or interest in the property described above.
By the acceptance of this Easement Deed, said Grantee agrees for itself, its successors and assigns as follows:

1. This Easement Deed may be terminated in whole or in part by said Grantor upon written notice of such termination given to said Grantee, its successors or assigns, effective upon the date of said notice, upon occurrence of any of the following circumstances:

   a. a failure to comply with any term or condition of the grant, or
   b. a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or
   c. an abandonment of the easement.

2. The United States of America and its assigns shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance and repair of improvements on the easement or the use and occupation of the easement and easement areas hereinabove described nor for damages to the property of said Grantee nor for damages to the property or injuries to the person of the officers, agents, servants or employees of said Grantee or others who may be at or on the easement areas at their invitation or the invitation of any one of them arising from or incident to activities of the United States of America, and said Grantee to the extent permitted by law and without waiving any provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., and Grantees contractors, and agents shall hold the United States of America harmless from any and all such claims.

3. The Grantee covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such successors and assigns shall not discriminate up the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

TO HAVE AND TO HOLD the hereinabove described Easement unto said Grantee, its successors and assigns, for the purpose hereby conveyed and under and subject to the conditions herein expressed and set out.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf the day and the year above written.
UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF THE GENERAL SERVICES

By

Paul F. Prouty
Regional Commissioner, Public Buildings Service, Rocky
Mountain Region
U. S. General Services Administration

STATE OF COLORADO

ss.

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 28 day of January 2010, by Paul F. Prouty, Regional Commissioner, Public Buildings Service, Rocky Mountain Region, U. S. General Services Administration.

Witness my hand and official seal.

My commission expires 11/03/2013

Notary Public
EXHIBIT B-1

REGIONAL TRANSPORTATION DISTRICT
TEMPORARY CONSTRUCTION EASEMENT
TO BE ACQUIRED
FROM

TCE No. 117
STA. 1212+ TO STA. 1253+

General Services Administration
United States of America

FOR

WEST CORRIDOR LIGHT RAIL PROJECT
Parcel GSA-TCE
A Temporary Construction Easement, No. 117 of the RTD West Corridor LRT Project containing 866,304 square feet located in the Northeast Quarter of Section 8 and in the West Half of Section 9, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado.

Commencing at the Northeast corner of said Section 8, said corner being a 2 3/4" Brass cap in a monument box along the north shoulder of westbound US Hwy 6; Thence South 00° 05’ 33” East, along the easterly line of said Section 8, a distance of 2,026.78 feet; Thence South 89° 59’ 48” West a distance of 657.97 feet to the Point of Beginning of this description;

Thence North 00° 00’ 26" West, along the westerly boundary of the Denver Federal Center, a distance of 1,519.99 feet to a point on a curve not tangent to this course;

Thence along the arc of said curve to the right having a radius of 640.00 feet, an arc length of 365.12 feet, a central angle of 32° 41’ 13", and a chord which bears South 16° 20’ 37” East, a chord distance of 360.19 feet;

Thence South 00° 00’ 00” West a distance of 46.72 feet;

Thence North 89° 13’ 38” East a distance of 1,009.77 feet;

Thence North 33° 15’ 22” East a distance of 320.14 feet;

Thence North 15° 04’ 23” East a distance of 451.52 feet to the southerly right-of-way of US Hwy 6;

Thence North 81° 06’ 29” East, along said southerly right-of-way, a distance of 152.16 feet;

Thence North 89° 08’ 24” East, continued along said southerly right-of-way, a distance of 52.44 feet;

Thence South 16° 23’ 58” West a distance of 184.08 feet;

Thence North 85° 44’ 25” East a distance of 19.58 feet;

Thence South 04° 16’ 47” East a distance of 24.48 feet;

Thence South 85° 41’ 30” West a distance of 28.99 feet to a point on a curve not tangent to this course;

Thence along the arc of said curve to the right having a radius of 1,390.00 feet, an arc length of 377.55 feet, a central angle of 15° 33’ 45”, and a chord which bears South 25° 02’ 23” West, a chord distance of 376.39 feet;
Thence South 01° 43' 07" West a distance of 163.99 feet;
Thence South 24° 48' 55" East a distance of 115.64 feet;
Thence South 50° 52' 21" West a distance of 84.13 feet;
Thence North 89° 58' 24" West a distance of 37.04 feet;
Thence South 01° 43' 07" West a distance of 44.64 feet;
Thence North 83° 48' 50" East a distance of 55.47 feet;
Thence South 06° 11' 10" East a distance of 20.00 feet;
Thence South 83° 48' 50" West a distance of 58.25 feet;
Thence South 01° 43' 07" West a distance of 68.99 feet to a point of curvature;
Thence along the arc of said curve to the right having a radius of 521.00 feet, an arc length of 212.95 feet, a central angle of 23° 25' 07", a chord which bears South 13° 25' 41" West, a chord distance of 211.47 feet;
Thence South 25° 08' 15" West a distance of 266.61 feet to a point of curvature;
Thence along the arc of said curve to the left having a radius of 439.00 feet, an arc length of 68.49 feet, a central angle of 08° 56' 22", a chord which bears South 20° 40' 05" West, a chord distance of 68.42 feet;
Thence South 16° 11' 54" West a distance of 306.17 feet;
Thence South 07° 48' 15" West a distance of 104.25 feet;
Thence South 09° 26' 26" West a distance of 352.45 feet;
Thence South 00° 00' 12" East a distance of 239.44 feet;
Thence South 47° 58' 41" East a distance of 26.92 feet;
Thence South 00° 00' 12" East a distance of 48.74 feet;
Thence South 89° 06' 26" West a distance of 37.00 feet;
Thence North 00° 00' 12" West a distance of 692.07 feet;
Thence South 89° 59' 48" West a distance of 964.14 feet to the Point of Beginning.
Containing a gross area of 36.28 acres (1,580,147 square feet), more or less.

Excepting therefrom the following described parcel of land:

Commencing at the Northeast corner of said Section 8, said corner being a 2 3/4” Brass cap in a monument box along the north shoulder of westbound US Hwy 6; Thence South 00° 05’ 33” East, along the easterly line of said Section 8, a distance of 2,026.78 feet; Thence South 89° 59’ 48” West a distance of 657.97 feet to the westerly boundary of the Denver Federal Center; Thence North 00° 00’ 26” West, along said westerly boundary, a distance of 992.61 feet; Thence at right angles to the previous course North 89° 59’ 34” East a distance of 101.29 feet to the Point of Beginning of this excepted parcel of land;

Thence North 89° 13’ 38” East a distance of 721.38 feet;

Thence South 00° 46’ 22” East a distance of 88.16 feet;

Thence South 71° 05’ 42” East a distance of 144.48 feet to a point on a curve not tangent to this course;

Thence along the arc of a curve to the left having a radius of 780.00 feet, an arc length of 132.98 feet, a central angle of 09° 46’ 07”, and a chord which bears South 14° 01’ 14” West, a chord distance of 132.82 feet;

Thence South 09° 08’ 11” West a distance of 282.85 feet;

Thence South 23° 22’ 55” East a distance of 62.98 feet;

Thence South 00° 00’ 21” West a distance of 192.60 feet to a point of curvature;

Thence along the arc of a curve to the right having a radius of 129.00 feet, an arc length of 202.62 feet, a central angle of 89° 59’ 39”, and a chord which bears South 45° 00’ 11” West, a chord distance of 182.42 feet;

Thence North 90° 00’ 00” West a distance of 478.07 feet;

Thence North 81° 26’ 57” West a distance of 59.48 feet;

Thence North 49° 36’ 40” East a distance of 63.66 feet;

Thence South 77° 22’ 35” East a distance of 31.61 feet;

Thence North 57° 05’ 06” East a distance of 50.47 feet;

Thence North 40° 44’ 20” West a distance of 63.57 feet;
Thence South 64° 03' 45" West a distance of 50.24 feet;

Thence South 22° 35' 25" East a distance of 25.51 feet;

Thence South 49° 36' 40" West a distance of 77.78 feet;

Thence North 49° 34' 14" West a distance of 141.33 feet;

Thence North 03° 37' 28" West a distance of 303.71 feet;

Thence North 00° 00' 00" West a distance of 495.16 feet to the Point of Beginning of the excepted parcel.

Containing a gross area of 16.39 acres (713,843 square feet), more or less.

This yields a total net area of 19.89 acres (866,304 square feet), more or less, for the Temporary Construction Easement No. 117.

Bearings shown in this description are based on the south line of the Southwest Quarter of Section 9, Township 4 South, Range 69 West of the Sixth Principal Meridian as being South 89° 23' 43" West, a distance of 2650.76 feet. The South Quarter Corner of Section 9 is a 3 ¾ inch aluminum cap stamped LS 17669, dated 1997. The Southwest corner of Section 9 is a 3 inch aluminum cap stamped Engineering Surveys, Inc, LS 17669, dated 1997.

Gary D. Gable, PLS 24662
For and on the behalf of
David Evans and Associates, Inc.
1331 17th Street, Suite 900
Denver, Colorado 80202
EXHIBIT B-2

TEMPORARY CONSTRUCTION EASEMENT NO. TE-117 A

Date: January 5, 2010

DESCRIPTION

A Temporary Construction Easement, No. 117 A of the RTD West Corridor LRT Project containing 756,223 square feet located in the Northwest Quarter of Section 9 and the Northeast Quarter of Section 8, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, and more particularly described as follows:

Commencing at the northeast corner of said Section 8; Thence South 76°20'34" East, a distance of 770.94 feet to a point on the southerly right-of-way line of West 6th Avenue and the Point of Beginning;
Thence South 15°04'23" West, a distance of 451.52 feet;
Thence South 33°15'22" West, a distance of 320.14 feet;
Thence South 89°13'38" West, a distance of 1009.77 feet;
Thence North 00°00'00" West, a distance of 46.72 feet to a point of tangent curvature;
Thence 366.12 feet along the arc of a curve to the left, with a central angle of 32°41'13", a radius of 640.00 feet, and whose chord bears North 16°20'37" West, a distance of 360.19 feet to a point on the westerly line of the East Half of the East Half of the Northeast Quarter of said Section 8;
Thence North 00°00'26" West along said westerly line, non-tangent with the previous course, a distance of 143.67 feet to a point on said southerly right-of-way line;
Thence along said southerly right-of-way line the following four (4) courses:
1. South 72°56'01" East, a distance of 60.36 feet;
2. North 68°48'14" East, a distance of 238.60 feet;
3. North 89°31'30" East, a distance of 425.83 feet;
4. North 81°06'29" East, a distance of 706.54 feet to the Point of Beginning;

Said Temporary Construction Easement TE-117 A containing 756,223 square feet or 17.360 acres, more or less.

Basis of Bearings: The south line of the Southwest Quarter of Section 9, Township 4 South, Range 69 West of the Sixth Principal Meridian, bearing South 89°23'51" West, a distance of 2650.89 feet between a 3-1/4" Brass Cap at the South Quarter Corner of said Section 9, and a 3-1/4" aluminum cap stamped "PLS 17669, 1997" at the Southwest Corner of said Section 9.

Gary Leak, PLS 26600
For and on behalf of David Evans & Associates, Inc.
1331 17th Avenue, Suite 900
Denver, Colorado 80202
EXHIBIT C
TO PROJECT AGREEMENT

<table>
<thead>
<tr>
<th>Project improvements to be constructed by RTD</th>
<th>RTD estimated cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Construction of Routt Street from north of RTD property to North Ave and North Ave Improvements</td>
<td>$500,000</td>
</tr>
<tr>
<td>2. Asbestos removal and/or containment</td>
<td>$530,000</td>
</tr>
<tr>
<td>3. Fence relocation from 2nd Place/Center Ave to 6th Avenue Federal Center Boundary and Gate #4 relocation</td>
<td>$660,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$1,690,000</strong></td>
</tr>
</tbody>
</table>
EXHIBIT E-2

July 20, 2009

Property Description

A parcel of land lying in the Northwest Quarter of Section 9, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, Jefferson County, Colorado and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 9 (a found 2 ½” brass cap in a range box stamped “SEC4 SEC5 SEC8 SEC9 T4S R69W SEC COR”);
WHENCE the North Quarter corner of said Section 9 (3 ½” aluminum cap in a range box stamped “CITY OF LAKEWOOD 2000 S4 S9 T4S R69W LS 19591”) bears N89°14’37”E a distance of 2636.75 feet;

THENCE S25°28’56”E a distance of 1081.49 feet to the POINT OF BEGINNING;

THENCE N39°16’00”E a distance of 124.71 feet;
THENCE S00°44’00”E a distance of 11.00 feet;
THENCE along the arc of a curve to the right, having a central angle of 92°27’07”a, a radius of 18.50 feet, a chord bearing of S44°30’26”E a distance of 26.72 feet, and an arc distance of 29.85 feet;
THENCE S01°43’07”W tangent with the last and following described curves a distance of 112.65 feet;
THENCE along the arc of a curve to the right, having a central angle of 29°14’08”a, a radius of 455.00 feet, a chord bearing S16°20’11”W a distance of 229.66 feet, and an arc distance of 232.17 feet;
THENCE S30°57’14”W tangent with the last and following described curves a distance of 199.97 feet;
THENCE along the arc of a curve to the left, having a central angle of 21°30’48”a, a radius of 545.00 feet, a chord bearing S20°11’51”W a distance of 203.44 feet, and an arc distance of 204.64 feet;
THENCE S09°26’26”W tangent with the last described curve a distance of 331.10 feet;
THENCE S89°59’48”W a distance of 105.37 feet;
THENCE along the arc of a curve to the left, having a central angle of 61°05’28”a, a radius of 162.25 feet, a chord bearing of N41°12’08”E a distance of 164.92 feet, and an arc distance of 173.00 feet;
THENCE N12°07’28”E non-tangent with the last described curve a distance of 19.91 feet;
THENCE N00°00’21”E tangent with the following described curve a distance of 491.64 feet;
THENCE along the arc of a curve to the right, having a central angle of 33°15’00”a, a radius of 654.00 feet, a chord bearing N16°37’52”E a distance of 374.23 feet, and an arc distance of 379.53 feet;
THENCE N33°15’22”E tangent with the last described curve a distance of 67.84 feet to the POINT OF BEGINNING.

Containing 133,090 square feet, (3.055 Acres), more or less.
Basis Of Bearing: All bearings are based on the line connecting "Hard" to "Alamed"a" being a grid bearing of S87°54'44"E as obtained from a Global Positioning System (GPS) Survey based on the Colorado High Accuracy Reference Network (CHARN). Said grid bearing is NAD 83 (1992) Colorado State Plane (Central Zone). "Hard" (PID DB7958) is a Cooperative Base Network Control Station "A" Order Horizontal Mark monumented with a steel rod in access cover. "Alamed"a" (PID KK1393) is a National Geodetic Survey (NGS) First Order Horizontal Mark monumented with a 3.5" diameter brass cap set flush in concrete, cap stamped in part "Alamed"a 1977".

Prepared by:
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group, Inc.
707 17th Street #2300
Denver, CO 80202
303.820.5240
PROJECT AGREEMENT BETWEEN THE GENERAL SERVICES ADMINISTRATION AND THE REGIONAL TRANSPORTATION DISTRICT FOR CONSTRUCTION OF A PORTION OF A RAIL LINE AT THE DENVER FEDERAL CENTER IN JEFFERSON COUNTY, COLORADO

This Project Agreement dated this 4th day of February, 2010 (this Agreement), is by and between the General Services Administration (GSA) an agency of the United States of America and the Regional Transportation District (RTD), a political subdivision of the State of Colorado for the purposes of outlining the terms for grants of easements for construction, operation and maintenance of a light rail line on a portion of the Denver Federal Center in the City of Lakewood (the City), Jefferson County, Colorado (the Federal Center). GSA and RTD may also be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

A. RTD intends to construct a light rail project from downtown Denver, Colorado, to Jefferson County, Colorado, as substantially described by a Final Environmental Impact Statement issued in August of 2003, and adopted by a Record of Decision issued by the Federal Transit Administration on April 19, 2004 (the West Corridor). A Revised Environmental Assessment was approved on November 16, 2007 along with a Finding of No Significant Impact (FONSI) also on November 16, 2007. One station and a portion of the light rail line will be on property owned by GSA. Related parking and a bus transfer facility will be located on property sold by GSA to the City and transferred to RTD pursuant to a Purchase and Sale Agreement dated June 18, 2007, between the City and RTD. The sale and transfer occurred on September 19, 2007.

Property previously acquired from GSA and transferred to RTD is described in the Offer to Purchase (OTP) from GSA to the City executed on June 4, 2007, and incorporated herein by this reference. All terms and definitions used in the OTP shall have the same meaning in this Agreement as contained therein.

B. The area transferred to RTD does not include property necessary to build and operate a light rail line and station to serve the Federal Center and local vicinity, to place abutments for a bridge spanning Sixth Avenue connecting to the transit facilities, and to stage construction for the foregoing and for other related West Corridor construction.

C. GSA has agreed to provide easements to RTD for the construction, maintenance and operation of the light rail and related improvements in consideration for certain improvements.

D. RTD has agreed to operate the light rail on GSA property if certain requirements necessary for public enjoyment of the rail line can be met. NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

1. Recitals Incorporated

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. Permanent Easement for Operation and Maintenance

GSA will grant RTD a permanent operating and maintenance easement for its rail line and related subsurface utilities in the form shown on Exhibit A (the Permanent Easement) attached hereto and incorporated by this reference, as legally described on Exhibit A-1 and depicted on Exhibit A-2 (the Permanent Easement Area).

3. Construction Easement

GSA will grant RTD a construction easement in the form shown on Exhibit B (the Construction Easement) attached hereto and incorporated by this reference, as, legally described on Exhibit B-1 and Exhibit B-2 and as depicted on Exhibit B-3 (the Construction Easement Area). The Permanent Easement and the Construction Easement are collectively referred to herein as the "Easements." The Permanent Easement Area and the Construction Easement Area are collectively referred to herein as the "Easement Areas."

4. Improvements

In consideration of the foregoing, RTD will construct project improvements that will benefit the Federal Center as described on Exhibit C (the Improvements). The Parties agree that the estimated value of the Improvements is a fair and adequate representation of the work to be accomplished and that the Improvements together with the benefit that the rail line will provide to the Federal Center is fair, adequate and sufficient consideration for the granting of the Easements to RTD. No additional compensation will be required for the Easements so long as RTD substantially completes the Improvements, and relocates the Federal Center Guard Shack for Gate 4 (Guard Shack) to a location to be selected by GSA in conjunction with the installation of the new fence (Fence) and electric gates. In the event that the relocated gate is not functional as installed by RTD, and such failure of functionality is not covered by warranty, RTD shall provide a replacement gate to GSA of comparable quality and size. RTD shall not be required to install utilities for or maintain the Guard Shack, fence or gates following relocation.

RTD will complete all items other than the Fence and relocation of the Guard Shack in accordance with RTD project construction standards applicable to the West Corridor, and standards of state or local government entities with jurisdiction over the work, including but not limited to: (1) street and road construction, including intersection improvements, will meet the requirements of the City and/or the Colorado Department of Transportation, as applicable; and (2) asbestos removal and all materials management, removal and disposal of any hazardous substances, pollutants or contaminants in the Permanent Easement Area shall be undertaken pursuant to a materials management plan to be approved by the Colorado Department of Public Health and Environment (CDPHE) as specified in Section 6 of this Agreement.

5. Design and Construction

GSA has been consulted on each of the Improvements described in Exhibit C. Prior to construction of each of the Improvements on the Federal Center property, RTD will provide the GSA representative designated herein with final design plans and specifications for the Improvements. GSA shall have fifteen (15) business days from
receipt to review and comment on such plans and specifications for purposes of maintaining GSA security, access and Federal Center operations. GSA shall be entitled to review plans for the Improvements, installation of the Fence and gates, relocation of the Guard Shack, and associated work for compliance with any GSA construction standards. If no comments are provided by GSA within fifteen (15) business days of receipt of the plans and specifications for the Improvements, the Fence, gates, and the Guard Shack, such plans and specifications shall be deemed approved; unless the Parties mutually agree in writing to extend review times. To the extent GSA requires modifications of any construction element, GSA will provide RTD with information required to address the specific issues raised. RTD will have fifteen (15) business days from receipt of a written request for such modifications in which to respond with revised plans. If the Parties are unable to agree on satisfactory solution to issues, dispute resolution will process as shown in Section 11 below. GSA will not have the opportunity to require modifications based on aesthetic or additional capacity requirements beyond what has been approved in RTD's project design and budget for the West Corridor.

Landscaping requirements in the Permanent Easement Area following construction will conform to the City's requirements.

GSA personnel shall have the right to inspect the Easement Areas and related construction at such times as will not materially interfere with project construction, provided that any GSA personnel in the Easement Areas shall conform to all RTD and contractor imposed safety requirements.

6. Hazardous Substances

RTD has been informed that the Easement Areas may have Asbestos Containing Material and Hazardous Substances. RTD has also been informed by GSA that there is no present violation of CERCLA in the Easement Areas, nor are there any clean-up orders, or consent decrees mandating specified clean-up activities in the Easement Areas except for the Denver Federal Center Sitewide Consent Order dated July 18, 1997, which is hereby incorporated by reference. RTD will obtain from CDPHE approval for a materials management plan for the Permanent Easement Area. RTD will ensure that all soil screening, removal and disposal conforms to an approved materials management plan. Copies of the plan will be provided to GSA for review prior to RTD start of work. GSA will not require any additional environmental screening or clean up beyond that required by CDPHE. RTD agrees that it will be responsible for signing of manifests for disposal of any soil it excavates (other than hazardous waste profiles and manifests which must be signed by a designated GSA representative), for ensuring compliance with its materials management plan or a corrective measures work plan, if required and as approved by CDPHE, and for ensuring that it does not exacerbate any existing contamination or cause a new release of any existing contamination on GSA Property. Costs directly related to such soil disposal, and any fees charged by CDPHE for review, shall be borne by RTD.

7. Liability and Indemnification

RTD will provide liability and worker's compensation insurance to its contractors on the West Corridor project through a Rolling Owner Controlled Insurance Program (ROCIP). RTD will ensure that GSA is an additional insured under the ROCIP for all work taking place in the Easement Areas and that it is insured and indemnified by RTD contractors in the same amounts and for all claims for which RTD is or may be insured.
8. **Retrocession**

GSA will seek a retrocession agreement with the State of Colorado whereby law enforcement and public safety enforcement in the Easement Areas outside of the new Federal Center perimeter fence line shall be classified as proprietal interest only. Accordingly, the Department of Homeland Security (DHS), Federal Protective Service (FPS) or security and other public safety forces of the State of Colorado or its political subdivisions shall administer laws in accordance with that legislative jurisdiction. The Fence will be relocated as shown in Exhibit D. RTD transit patrons shall not be subject to demands for identification, search or other security measures by DHS officials in the area outside of the Federal Center perimeter Fence line except in the event of an emergency, where DHS officials have probable cause to believe a transit patron is responsible for a particular law enforcement violation(s), or specific threats reasonably addressed by DHS officials.

All RTD contractors working on GSA property inside the Federal Center perimeter Fence line will conform to DHS security authorization requirements which will be provided upon request. RTD will include these requirements in its contract for construction of the light rail in the Permanent Easement Area, the Improvements and for all contractors who will have access to the Construction Easement Area.

9. **Detention Pond**

GSA may allow RTD to construct and maintain, at its cost, a regional detention pond of approximately three (3) acres (the Detention Pond), on GSA property, in the approximate location depicted on the attached Exhibit E-1 and as legally described on Exhibit E-2. The Parties agree that Exhibit E-1 and Exhibit E-2 are preliminary and the exact location, size and configuration of the Detention Pond may change. If GSA agrees to allow the Detention Pond on its property, it will grant a permanent easement to RTD for the Detention Pond, and the Parties will negotiate in good faith to execute such easement.

10. **Funding**

All work contemplated herein is subject to RTD’s receipt of a Federal Full Funding Grant Agreement (FFGA) for the West Corridor Light Rail Project. RTD received a FFGA on January 16, 2009 and intends to budget, appropriate and authorize all funds required for implementation of the Improvements. Nothing herein, however, shall be construed as a multiple fiscal year obligation of RTD in violation of Article X section 20 of the Colorado Constitution.

11. **Dispute Resolution**

The Parties shall resolve disputes regarding all items in this Agreement at the lowest staff level possible. Disputes subject to this Section include, but are not limited to physical site impacts, safety and security, and design review and approval. In the event the parties are unable to resolve disputes at the staff level, the RTD Project Manager and the GSA Director, Denver Federal Center Service Center, shall meet and confer. In the event the Parties cannot resolve disputes at this level, the matter shall be referred to the GSA Regional Commissioner for the Public Buildings Service and the General
Manager of RTD for resolution. In the event the Parties are unable to resolve disputes and any litigation arises out this Agreement or granting of the Easements, Federal law shall govern.

12. No Third Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the United States of America and RTD; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that any person or entity other than the Parties performing work or receiving benefits pursuant to this Agreement shall be deemed to be an incidental beneficiary only.

13. Recording of Easements

The Easements shall be recorded in the offices of the Clerk and Recorder of Jefferson County, Colorado upon execution of this Agreement.

14. Officials Not to Benefit

No member of or delegate to the United States Congress, or officers or employees of the United States Government, shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom; but this provision shall not be construed to extend to any person who may be a shareholder (other than a controlling shareholder) of any publicly-held corporation for its general benefit.

15. Entire Agreement, Assignment

This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the parties, except as stated herein. This Agreement, or any interest herein, may not be transferred or assigned by RTD without the express written consent of GSA and any assignment transaction without such written consent shall be void ab initio.

16. Communications

All notices and communications required or contemplated by this Agreement shall be provided to the following:

FOR GSA:
U.S. General Services Administration
Public Buildings Service
Rocky Mountain Region
Attn: Lisa Wild, Senior Project Manager
Denver Federal Center Service Center
DFC, Bldg. 41, Rm. 230
Denver, CO 80225

FOR RTD:
Jim Starling
West Corridor Project Manager
Regional Transportation District
10455 West 6th Avenue
Lakewood, CO 80215
17. **Waiver**

The failure of any Party to exercise any right hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver of either Party's right to demand strict compliance with the terms and conditions of this Agreement.

18. **Severability**

To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

19. **Section Headings and Captions**

The section headings and captions are inserted for convenient reference only and shall not limit or construe the sections to which they apply or otherwise affect the interpretation thereof.

20. **Legal Authority**

The Parties each represent that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

21. **Counterparts of Agreement**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement, and all of which, taken together, shall constitute one and the same document.

Made and entered as of the date set forth above.

The United States of America, acting by and through the Regional Commissioner, Public Buildings Services, Rocky Mountain Region, of the General Services Administration and authorized representatives, hereby executes this Project Agreement this \( 28 \) day of \( \text{January} \), 2010.
By:

Paul F. Prouty
Regional Commissioner, Public Buildings Service, Rocky
Mountain Region, U.S. General Services Administration

Approved as to Legal Sufficiency for the General Services Administration

By:

Leigh Ann Bunetta 1/25/10
Leigh Ann Bunetta, Regional Counsel

Concurrence:

Arnold Jackson, Acting Regional Director, Rocky Mountain Region,
Federal Protective Service, Department of Homeland Security

Regional Transportation District

By:

Phillip A. Washington
General Manager

Approved as to Legal Form for the Regional Transportation District

By:

Lori L. Graham, Associate General Counsel
EXHIBIT A
TO PROJECT AGREEMENT

EASEMENT DEED

STATE OF COLORADO )
COUNTY OF JEFFERSON )
2010011802
02/08/2010 01:51:07 PM 6 Page(s)
Jefferson County, Colorado

THIS INDENTURE, made this the 20th day of January, 2010, by and between the UNITED STATES of AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (P.P. 81-152) and as amended (40 U.S.C. 484), and more particularly by Public Law 87-852 approved October 23, 1962, and regulations and orders promulgated thereunder, Grantor, and the Regional Transportation District, Denver, Colorado, Denver County, Grantee.

WITNESSETH:

That the said Grantor, for and in consideration of the foregoing and the sum of $10 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey and forever quitclaim to said Grantee, its successors and assigns the following:

An exclusive easement and right of way for the installation, construction, maintenance, repair, replacement, or removal of a fixed rail line, all necessary and appurtenant utilities for the operation of said line including but not limited to underground and overhead electric and fiber optic lines, passenger access facilities including walkways, platforms, and canopies, security and fencing, said easement being described as follows, to-wit:

See Exhibit A-1 and A-2 attached.

RESERVING unto the Grantor and its assigns the right and privilege of using said easement for other purposes which shall not interfere with the rights of Grantee as described herein.

By the acceptance of this Easement Deed, said Grantee agrees for itself, its successors and assigns as follows:

1. This Easement Deed may be terminated in whole or in part by said Grantor upon written notice of such termination given to said Grantee, its successors or assigns,
effective upon the date of said notice, upon occurrence of any of the following circumstances:

a. a failure to comply with any term or condition of the grant, or

b. a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or

c. an abandonment of the easement.

Upon any termination of the Easement Deed, the easement shall be cleared of all improvements (unless otherwise agreed by the Parties), shall be reseeded with native seed and returned to Grantor.

2. The United States of America and its assigns shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance and repair of improvements on the easement or the use and occupation of the easement and easement areas hereinabove described nor for damages to the property of said Grantee nor for damages to the property or injuries to the person of the officers, agents, servants or employees of said Grantee or others who may be at or on the easement areas at their invitation or the invitation of any one of them arising from or incident to activities of the United States of America, and said Grantee, its successors and assigns shall to the extent permitted by law and without waiving any provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., hold the United States of America harmless from any and all such claims.

3. The Grantee covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such successors and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

TO HAVE AND TO HOLD the hereinabove described Easement unto said Grantee, its successors and assigns, for the purpose hereby conveyed and under and subject to the conditions herein expressed and set out.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf the day and the year above written.
UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF THE GENERAL SERVICES

By

Paul F. Prouty
Regional Commissioner, Public Buildings Service, Rocky
Mountain Region
U. S. General Services Administration

STATE OF COLORADO
ss.
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 28th day of January, 2010, by Paul F. Prouty, Regional Commissioner, Public Buildings Service, Rocky Mountain Region, U. S. General Services Administration.

Witness my hand and official seal
My commission expires 11/03/2013

[Notary Public Seal]

Wanda C. Smith
Notary Public

10
EXHIBIT A-1

Parcel Description
Permanent Guideway Easement

A parcel of land located in the Northwest Quarter of Section 9 and the Northeast Quarter of Section 8, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, and more particularly described as follows:

**COMMENCING** at the Northeast corner of said Section 8;
Thence South 76°21'16" East, a distance of 770.88 feet to a point on the southerly right-of-way line of West 6th Avenue and the **POINT OF BEGINNING**;
THENCE the following two (2) courses along said southerly line;
   1. N81°06'29"E a distance of 152.16 feet;
   2. THENCE N89°08'24"E a distance of 52.44 feet;
THENCE S16°23'58"W tangent with the following described curve a distance of 189.48 feet;
THENCE along the arc of a curve to the right, having a central angle of 16°51'24", a radius of 1390.00 feet, a chord bearing S24°49'40"W a distance of 407.47 feet, and an arc distance of 408.94 feet;
THENCE S33°15'22"W tangent with the last described curve a distance of 208.45 feet;
THENCE S89°13'38"W a distance of 87.60 feet;
THENCE S33°15'22"W tangent with the following described curve a distance of 177.44 feet;
THENCE along the arc of a curve to the left, having a central angle of 33°15'00", a radius of 654.00 feet, a chord bearing S16°37'52"W a distance of 374.23 feet, and an arc distance of 379.53 feet;
THENCE S00°00'21"W a distance of 206.28 feet;
THENCE S90°00'00"E a distance of 35.44 feet;
THENCE S06°21'26"E a distance of 102.91 feet;
THENCE S08°10'03"W a distance of 329.98 feet;
THENCE S89°59'52"W a distance of 975.61 feet;
THENCE N00°00'26"W a distance of 1492.76 feet;
THENCE along the arc of a curve to the right, having a central angle of 30°40'55", a radius of 624.00 feet, a chord bearing S15°20'27"E a distance of 330.17 feet, and an arc distance of 334.15 feet;
THENCE S00°00'00"W tangent with the last and following described curves a distance of 970.90 feet;
THENCE along the arc of a curve to the left, having a central angle of 90°00'00", a radius of 140.00 feet, a chord bearing S45°00'00"E a distance of 197.99 feet, and an arc distance of 219.91 feet;
THENCE S90°00'00"E tangent with the last described and following described curves a distance of 558.26 feet;
THENCE along the arc of a curve to the left, having a central angle of 87°07'47", a radius of 140.00 feet, a chord bearing N46°26'06"E a distance of 192.97 feet, and an arc distance of 212.90 feet;
THENCE N02°52'13"E tangent with the last described and following described curves a distance of 287.98 feet;
THENCE N00°00'21"E tangent with the following described curve a distance of 150.88 feet;
THENCE along the arc of a curve to the right, having a central angle of 33°15'00"., a radius of 691.00 feet, a chord bearing N16°37'52"E a distance of 395.40 feet, and an arc distance of 401.00 feet;
THENCE N33°15'22"E tangent with the last described curve a distance of 152.84 feet;
THENCE S89°13'38"W a distance of 25.82 feet;
THENCE N33°15'22"E a distance of 320.14 feet;
THENCE N15°04'23"E a distance of 451.52 feet to the POINT OF BEGINNING.

Containing 366,455 square feet, (8.413 Acres), more or less.

**Basis Of Bearing:** All bearings are based on the line connecting "Hard" to "Alameda" being a grid bearing of S87°54'44"E as obtained from a Global Positioning System (GPS) Survey based on the Colorado High Accuracy Reference Network (CHARN). Said grid bearing is NAD 83 (1992) Colorado State Plane (Central Zone). "Hard" (PID DE7958) is a Cooperative Base Network Control Station "A" Order Horizontal Mark monumented with a steel rod in access cover. "Alameda" (PID KK1393) is a National Geodetic Survey (NGS) First Order Horizontal Mark monumented with a 3.5" diameter brass cap set flush in concrete, cap stamped in part "Alameda 1977".

[Signature]

Prepared by
Kenneth Morrison PLS 24942
For and on behalf of Jacobs Engineering Group, Inc.
707 17th Street, 3300
Denver, CO 80202
303.820.5240
PERMANENT GUIDEWAY EASEMENT

EXHIBIT A-2

<table>
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<tr>
<th>CURVE</th>
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<th>DELTA</th>
<th>RADIUS</th>
<th>CH BEARING</th>
<th>CHORD</th>
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<td>407.47'</td>
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<tr>
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<td>33'15&quot;00&quot;</td>
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<tr>
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<td>691.00'</td>
<td>N16°37'52&quot;E</td>
<td>395.40'</td>
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</tbody>
</table>

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS ONLY INTENDED TO GRAPHICALLY DEPICT THE ACCOMPANYING PROPERTY DESCRIPTION.

DRAWN BY  DGW
FILE  FedCenterGuideway
DATE  11-03-09
SCALE  1"=400'
CHECKED BY  MMM
DESIGNED BY

EXHIBIT
NORTHEAST 1/4 SECTION 8,
NORTHWEST 1/4 SECTION 9,
T4S, R69W, 6th PM
JEFFERSON COUNTY, COLORADO

JACOBS

( IN FEET )
1 inch = 400 ft.
AGREEMENT BETWEEN THE GENERAL SERVICES ADMINISTRATION AND THE REGIONAL TRANSPORTATION DISTRICT
FOR DESIGN, CONSTRUCTION AND MAINTENANCE OF A DETENTION POND AT THE DENVER FEDERAL CENTER IN JEFFERSON COUNTY, COLORADO

This Detention Pond Agreement dated this 19th day of October, 2010 (this Agreement), is by and between the General Services Administration (GSA) an agency of the United States of America and the Regional Transportation District (RTD), a political subdivision of the State of Colorado for the purposes of outlining the terms for grant of a permanent easement for operation and maintenance of a detention pond on a portion of the Denver Federal Center in the City of Lakewood (the City), Jefferson County, Colorado (the Federal Center). GSA and RTD may also be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

A. RTD is constructing a light rail project from downtown Denver, Colorado, to Jefferson County, Colorado, as substantially described by a Final Environmental Impact Statement issued in August of 2003, and adopted by a Record of Decision issued by the Federal Transit Administration on April 19, 2004 (the West Corridor). A Revised Environmental Assessment was approved on November 16, 2007 along with a Finding of No Significant Impact (FONSI) also on November 16, 2007. One station and a portion of the light rail line will be on property owned by GSA. Related parking and a bus transfer facility will be located on property sold by GSA to the City and transferred to RTD (the RTD Property) pursuant to a Purchase and Sale Agreement dated June 18, 2007, between the City and RTD. The sale and transfer occurred on September 19, 2007.

Property previously acquired from GSA and transferred to RTD is described in the Offer to Purchase (OTP) from GSA to the City executed on June 4, 2007, and incorporated herein by this reference. All terms and definitions used in the OTP shall have the same meaning in this Agreement as contained therein.

B. The RTD Property does not include property sufficient to build and operate a detention pond to serve the RTD Property, portions of the Federal Center and local vicinity.

C. The Parties entered into a Project Agreement for construction of a portion of the West Corridor and other improvements at the Federal Center on February 4, 2010 (the Project Agreement). Section 9 of the Project Agreement provided that GSA may allow RTD to build a regional detention pond on GSA property (the Detention Pond).

D. GSA has agreed to allow RTD to construct the Detention Pond as part of the West Corridor on GSA property as depicted on Exhibit A (the Detention Pond Permanent Easement), and to provide a permanent easement to RTD for the
maintenance and operation of the Detention Pond in consideration for certain drainage benefits the Detention Pond will provide to the Denver Federal Center.

E. GSA granted RTD a temporary construction easement pursuant to the Project Agreement, which includes the Detention Pond Permanent Easement and, therefore, a temporary construction easement will not be executed for construction of the Detention Pond.

F. It is in the best interest of the Parties that the Detention Pond be maintained and remain in good condition on the Detention Pond Permanent Easement, which is governed by the Conditions and Restrictions for federally owned and operated property.

G. It is in the best interest of the Parties that RTD maintain the Detention Pond because of the: (i) proximity of the Detention Pond to RTD facilities; (ii) availability of RTD’s current maintenance activities within and along the West Corridor guideway and park-n-Ride facility; and (iii) cost effectiveness for RTD to perform the work (i.e., reduced travel time and mobilization) (iv) the ability of RTD to provide detention for its property in an offsite configuration relieving the impact to the RTD property.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

1. Recitals and Exhibits Incorporated

The recitals set forth above and exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

2. Detention Pond Permanent Easement for Operation and Maintenance

GSA will grant RTD a permanent operating and maintenance easement for the Detention Pond in the form shown on Exhibit B (the Detention Pond Permanent Easement), as legally described on Exhibit B-1 and depicted on Exhibit B-2 (the Permanent Easement area).

3. Detention Pond

In consideration of the foregoing, RTD will construct and maintain the Detention Pond. The Parties agree that the construction and maintenance of the Detention Pond and the benefit it provides to the Federal Center is fair, adequate and sufficient consideration for the granting of the Detention Pond Permanent Easement to RTD. No additional compensation will be required for the Detention Pond Permanent Easement so long as RTD or its designee completes and maintains the Detention Pond In accordance with the final plans as approved by GSA and in accordance with the terms of this agreement.
RTD will complete the Detention Pond in accordance with RTD project construction standards applicable to the West Corridor, and standards of state or local government entities with jurisdiction over the work, including but not limited to: (1) street and road construction, including intersection improvements, will meet the requirements of the City and/or the Colorado Department of Transportation, as applicable; and (2) asbestos removal and all materials management, removal and disposal of any hazardous substances, pollutants or contaminants in the Permanent Easement Area shall be undertaken pursuant to a materials management plan to be approved by the Colorado Department of Public Health and Environment (CDPHE) as specified in Section 5 of this Agreement.

4. Design and Construction

GSA has been consulted on the Detention Pond design. Prior to construction of the Detention Pond, RTD will provide the GSA representative designated herein with final design plans and specifications for the Detention Pond. GSA shall have fifteen (15) business days from receipt to review and comment on such plans and specifications for purposes of maintaining GSA security, access and Federal Center operations. GSA shall be entitled to review plans for the Detention Pond for compliance with any GSA construction standards. If no comments are provided by GSA within fifteen (15) business days of receipt of the plans and specifications for the Detention Pond, such plans and specifications shall be deemed approved, unless the Parties mutually agree in writing to extend review times. To the extent GSA requires modifications of any construction element, GSA will provide RTD with information required to address the specific issues raised. RTD will have fifteen (15) business days from receipt of a written request for such modifications in which to respond with revised plans. If the Parties are unable to agree on satisfactory solution to issues, dispute resolution will progress as shown in Section 11 below. GSA will not have the opportunity to require modifications based on aesthetic or additional capacity requirements beyond what has been approved in RTD’s project design and budget for the West Corridor. Landscaping requirements in the Easement Area following construction will conform to the City’s requirements.

GSA personnel shall have the right to inspect the Detention Pond Permanent Easement and related construction at such times as will not materially interfere with project construction, provided that any GSA personnel in the Detention Pond Permanent Easement area shall conform to all RTD and contractor imposed safety requirements.

5. Hazardous Substances

RTD has been informed that the Detention Pond Permanent Easement Area may have Asbestos Containing Material and Hazardous Substances. RTD has also been informed by GSA that there is no present violation of CERCLA in the Easement Area, nor are there any clean-up orders, or consent decrees mandating specified clean-up activities in the Easement Area expect for the Denver Federal
Center Sitewide Consent Order dated July 18, 1997, which is hereby incorporated by reference. RTD will obtain from CDPHE approval for a materials management plan for the Easement Area. RTD will ensure that all soil screening, removal and disposal conforms to an approved materials management plan. Copies of the plan will be provided to GSA for review prior to RTD start of work. GSA will not require any additional environmental screening or clean up beyond that required by CDPHE. RTD agrees that it will be responsible for signing of manifests for disposal of any soil it excavates (other than hazardous waste manifests which must be signed by a designated GSA representative), for ensuring compliance with its materials management plan or a corrective measures work plan, if required and as approved by CDPHE, and for ensuring that it does not exacerbate any existing contamination or cause a new release of any existing contamination on GSA Property. Costs directly related to such soil disposal, and any fees charged by CDPHE for review, shall be borne by RTD.

6. Maintenance

RTD shall provide routine, regularly scheduled detention pond maintenance activities ("Routine Maintenance"), and detention pond maintenance necessary to keep the Detention Pond functioning as the design intended, which may be necessary following major storm events or periodically as the need arises ("Non-Routine Maintenance") (collectively "Maintenance"), as indicated on the attached Exhibit C. Except for the maintenance activities set forth in Exhibit C, RTD Routine Maintenance does not include maintenance of Routt Street but does include maintenance for the adjacent sidewalk surface areas. Maintenance of the sidewalk surface shall continue until such time as the sidewalk may be dedicated to the City of Lakewood under ownership by others of the Detention Pond Permanent Easement area. Maintenance shall commence as of the completion of construction and acceptance date of the Detention Pond. Maintenance that requires the use of irrigation water will be subject to availability of such water and any watering restrictions that may be imposed by the water provider. RTD shall not be responsible nor liable for any deleterious effects, including but not limited to any loss of landscape, caused by lack of irrigation water due to water restriction imposed by the water provider, which lack of irrigation water is beyond RTD’s control.

7. Site Development

RTD reserves the right to require storm water participation fees from other parties that choose to utilize the detention pond within the drainage area depicted on Exhibit D (the Drainage Area). RTD shall establish such participation fees by prorating the proportionate share of expenses in the Maintenance based on the percentage of given property contributing drainage to the Detention Pond.
8. **Liability and Indemnification**

RTD will provide liability and worker’s compensation insurance to its contractors on the West Corridor project through a Rolling Owner Controlled Insurance Program (ROCIP). RTD will ensure that GSA is an additional insured under the ROCIP for all work taking place in the Easement Area and that it is insured and indemnified by RTD contractors in the same amounts and for all claims for which RTD is or may be insured.

9. **Federal Center Security**

All RTD contractors working on GSA property inside the Federal Center perimeter fence line will conform to DHS security authorization requirements which will be provided upon request. RTD will include these requirements in its contract for construction of the Detention Pond in the Easement Area.

10. **Funding**

All work contemplated herein is subject to RTD’s receipt of a Federal Full Funding Grant Agreement (FFGA) for the West Corridor Light Rail Project. RTD received a FFGA on January 16, 2009 and intends to budget, appropriate and authorize all funds required for implementation of the Detention Pond. Nothing herein, however, shall be construed as a multiple fiscal year obligation of RTD in violation of Article X Section 20 of the Colorado Constitution.

11. **Dispute Resolution**

The Parties shall resolve disputes regarding all items in this Agreement at the lowest staff level possible. Disputes subject to this Section include, but are not limited to physical site impacts, safety and security, and design review and approval. In the event the parties are unable to resolve disputes at the staff level, the RTD Project Manager and the GSA Director, Denver Federal Center Service Center, shall meet and confer. In the event the Parties cannot resolve disputes at this level, the matter shall be referred to the GSA Regional Commissioner and the General Manager of RTD for resolution. In the event the Parties are unable to resolve disputes and any litigation arises out this Agreement or granting of the Easements, Federal law shall govern.

12. **No Third Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the United States of America and RTD; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that any person or entity other than the Parties performing work or receiving
benefits pursuant to this Agreement shall be deemed to be an incidental beneficiary only.

13. Recording of Easements

The Permanent Easement shall be recorded in the offices of the Clerk and Recorder of Jefferson County, Colorado upon execution of this Agreement.

14. Officials Not to Benefit

No member of or delegate to the United States Congress, or officers or employees of the United States Government, shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom; but this provision shall not be construed to extend to any person who may be a shareholder (other than a controlling shareholder) of any publicly-held corporation for its general benefit.

15. Entire Agreement, Assignment

This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the parties, except as stated herein. This Agreement, or any interest herein, may not be transferred or assigned by RTD without the express written consent of GSA and any assignment transaction without such written consent shall be void ab initio. In the event GSA gives said consent, any successor will be bound by the terms of this agreement.

16. Communications

All notices and communications required or contemplated by this Agreement shall be provided to the following:

FOR GSA:

U.S. General Services Administration
Public Buildings Service
Rocky Mountain Region
Attn: Lisa Wild
Denver Federal Center Service Center
DFC, Bldg. 41, Rm. 230
Denver, CO 80225

U.S. General Services Administration
Office of Regional Counsel
Rocky Mountain Region
DFC, Bldg. 41, Rm. 218
P.O. Box 25006
Denver, CO 80225-0006

FOR RTD:

Jim Starling
West Corridor Project Manager
Regional Transportation District
10455 West 6th Avenue
Lakewood, CO 80215

Manager of Real Property
1560 Broadway, Suite 650
Denver, CO 80202

General Counsel
1600 Blake Street
Denver, CO 80202
17. Waiver

The failure of any Party to exercise any right hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver of either Party’s right to demand strict compliance with the terms and conditions of this Agreement.

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Made and entered as of the date set forth above.

The United States of America, acting by and through the Regional Administrator of the General Services and authorized representatives, hereby executes this Project Agreement this 19 day of October, 2010.

By:  
Paul F. Prouty  
Regional Commissioner, Public Buildings Service  
Rocky Mountain Region  
U.S. General Services Administration  
Denver Federal Center  
Denver CO 80225

Approved as to Legal Sufficiency for the General Services Administration

By:  
Leigh Ann Bunetta  
Regional Counsel

Concurrence:  
Arnold Jackson, Regional Director, Rocky Mountain Region, Federal Protective Service, Department of Homeland Security

Regional Transportation District

By:  
Philip A. Washington  
Acting GM  
General Manager

Approved as to Legal Form for the Regional Transportation District

By:  
Lori L. Graham, Associate General Counsel
EXHIBIT A, DETENTION POND
PERMANENT EASEMENT
AT THE FEDERAL CENTER
PREPARED ON 8/31/10
EXHIBIT B
TO DETENTION POND DESIGN, CONSTRUCTION AND MAINTENANCE AGREEMENT

EASEMENT DEED

STATE OF COLORADO  )
                     )
COUNTY OF JEFFERSON )

THIS INDENTURE, made this the 19th day of October, 2010, by and between the UNITED STATES of AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (P.P. 81-152) and as amended (40 U.S.C. 484), and more particularly by Public Law 87-852 approved October 23, 1962, and regulations and orders promulgated thereunder, Grantor, and the Regional Transportation District, Denver, Colorado, Denver County, Grantee.

WITNESSETH:

That the said Grantor, for and in consideration of the foregoing and the sum of $10 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey and forever quitclaim to said Grantee, its successors and assigns the following:

A non-exclusive easement for the installation, construction, maintenance, repair, or replacement of a regional detention pond, all necessary and appurtenant utilities necessary for the operation of said pond; said easement being described as follows, to-wit:

See Exhibit B-1 and B-2 attached.

RESERVING unto the Grantor and its assigns the right and privilege of using said easement for other purposes which shall not interfere with the rights of Grantee as described herein.

By the acceptance of this Easement Deed, said Grantee agrees for itself, its successors and assigns as follows:

1. This Easement Deed may be terminated in whole or in part by said Grantor upon written notice of such termination given to said Grantee, its successors or assigns, effective upon the date of said notice, upon occurrence of any of the following circumstances:
a. a failure to comply with any term or condition of the grant, or

b. a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or

c. an abandonment of the easement.

Upon any termination of the Easement Deed, the easement shall be cleared of all improvements (unless otherwise agreed by the Parties), shall be reseeded with native seed and returned to Grantor.

2. The United States of America and its assigns shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and repair of improvements on the easement or the use and occupation of the easement and easement areas hereinabove described nor for damages to the property of said Grantee nor for damages to the property or injuries to the person of the officers, agents, servants or employees of said Grantee or others who may be at or on the easement areas at their invitation or the invitation of any one of them arising from or incident to activities of the United States of America, and said Grantee, its successors and assigns shall to the extent permitted by law and without waiving any provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., hold the United States of America harmless from any and all such claims.

3. The Grantee covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such successors and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

TO HAVE AND TO HOLD the hereinabove described Easement unto said Grantee, its successors and assigns, for the purpose hereby conveyed and under and subject to the conditions herein expressed and set out.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf the day and the year above written.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF THE GENERAL SERVICES

By

Paul F. Prouty
Regional Commissioner, Public Buildings Service, Rocky Mountain Region
U. S. General Services Administration

STATE OF COLORADO ss.
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 19 day of October, 2010, by Paul F. Prouty, Regional Commissioner, Public Buildings Service, Rocky Mountain Region, U. S. General Services Administration.

Witness my hand and official seal
My commission expires December 3, 2013

Notary Public
EXHIBIT B-1

July 20, 2009

Property Description

A parcel of land lying in the Northwest Quarter of Section 9, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, Jefferson County, Colorado and being more particularly described as follows:

COMMENCEING at the Northwest Corner of said Section 9 (a found 2 3/4" brass cap in a range box stamped “SEC4 SEC5 SEC8 SEC9 T4S R69W SEC COR”);
WHENCE the North Quarter corner of said Section 9 (3 1/2” aluminum cap in a range box stamped “CITY OF LAKewood 2000 S4 S9 T4S R69W LS 19591”) bears N89°14'37"E a distance of 2636.75 feet;

THENCE S25°28'56"E a distance of 1081.49 feet to the POINT OF BEGINNING;

THENCE N89°16'00"E a distance of 124.71 feet;
THENCE S00°44'00"E a distance of 11.00 feet;
THENCE along the arc of a curve to the right, having a central angle of 92°27'07", a radius of 18.50 feet, a chord bearing of S44°30'26"E a distance of 26.72 feet, and an arc distance of 29.85 feet;
THENCE S01°43'07"W tangent with the last and following described curves a distance of 112.65 feet;
THENCE along the arc of a curve to the right, having a central angle of 29°14'08", a radius of 455.00 feet, a chord bearing S16°20'11"W a distance of 229.66 feet, and an arc distance of 232.17 feet;
THENCE S30°57'14"W tangent with the last and following described curves a distance of 199.97 feet;
THENCE along the arc of a curve to the left, having a central angle of 21°30'48", a radius of 545.00 feet, a chord bearing S20°11'51"W a distance of 203.44 feet, and an arc distance of 204.64 feet;
THENCE S09°26'26"W tangent with the last described curve a distance of 331.10 feet;
THENCE S89°59'48"W a distance of 105.37 feet;
THENCE along the arc of a curve to the left, having a central angle of 61°05'28", a radius of 162.25 feet, a chord bearing of N41°12'08"E a distance of 164.92 feet, and an arc distance of 173.00 feet;
THENCE N12°07'28"E non-tangent with the last described curve a distance of 19.91 feet;
THENCE N00°00'21"E tangent with the following described curve a distance of 491.64 feet;
THENCE along the arc of a curve to the right, having a central angle of 33°15'00", a radius of 654.00 feet, a chord bearing N16°37'52"E a distance of 374.23 feet, and an arc distance of 379.53 feet;
THENCE N33°15'22"E tangent with the last described curve a distance of 67.84 feet to the POINT OF BEGINNING.

Containing 133,090 square feet, (3.055 Acres), more or less.
Basis Of Bearing: All bearings are based on the line connecting "Hard" to "Alamedan" being a grid bearing of S87°54'44"E as obtained from a Global Positioning System (GPS) Survey based on the Colorado High Accuracy Reference Network (CHARN). Said grid bearing is NAD '83 (1992) Colorado State Plane (Central Zone). "Hard" (PID DE7958) is a Cooperative Base Network Control Station "A" Order Horizontal Mark monumented with a steel rod in access cover. "Alamedan" (PID KK1393) is a National Geodetic Survey (NGS) First Order Horizontal Mark monumented with a 3.5" diameter brass cap set flush in concrete, cap stamped in part "Alamedan 1977".

Prepared by:
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group, Inc.
707 17th Street #2300
Denver, CO 80202
303.820.5240
<table>
<thead>
<tr>
<th>Action</th>
<th>Objective</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grass mowing and care</td>
<td>Occasional mowing to limit unwanted vegetation.</td>
<td>Routine - Depending on annual rainfall</td>
</tr>
<tr>
<td></td>
<td>Maintain native turf at 4-6 inches</td>
<td>Routine - Before storm season and following significant rainfall events</td>
</tr>
<tr>
<td>Debris and litter removal</td>
<td>Remove debris and litter from the entire pond to minimize outlet clogging and improve aesthetics</td>
<td></td>
</tr>
<tr>
<td>Sediment removal from forebay and micro-pool</td>
<td>Remove accumulated sediment from the forebay and micro-pool. Dewatering of the micro-pool by pumping onto the EDB’s bottom grasses and temporary diversion of all base flows will be needed to remove accumulated sediment.</td>
<td>Routine – The forebay and the micro-pool will be cleaned every one to three years</td>
</tr>
<tr>
<td>Nuisance control</td>
<td>Address odor, insects and overgrowth issues associated with stagnant or standing water in the bottom zone. Add larvicide dunks if required to control mosquitos and West Nile Virus.</td>
<td>Non-routine - Handle as necessary per inspection or notification</td>
</tr>
<tr>
<td>Erosion and sediment control</td>
<td>Repair and revegetate eroded areas in the basin and channels</td>
<td>Non-routine - Periodic and repair as necessary based on inspection</td>
</tr>
<tr>
<td>Structural</td>
<td>Repair pond inlets, outlets, forebays, low flow channel liners, and energy dissipaters whenever damage is discovered</td>
<td>Non-routine – Repair as needed based on inspections</td>
</tr>
<tr>
<td>Inspections</td>
<td>Inspect basins to insure that the basin continues to function as initially intended. Examine the outlet for clogging erosion, slumping, excessive sedimentation levels, overgrowth, embankment and spillway integrity and damage to any structural element</td>
<td>Routine – Annual inspection of hydraulic facilities</td>
</tr>
<tr>
<td>Sediment removal</td>
<td>Remove accumulated sediment from the bottom of the basin</td>
<td>Routine – Performed when sediment accumulation occupies 20 percent of the WQCV; perform every 15-25 years as necessary per inspection; more often if construction activity occurs within the basin</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Weed Control</td>
<td>Weed control shall be performed by either hand-pulling or string trimming in areas that are not accessible by mowing. Weed shall be removed when they appear and shall not exceed 8” in height during growing season.</td>
<td>Routine monthly</td>
</tr>
</tbody>
</table>

- Scattered trash will be removed from all landscaped areas. All trash will be disposed of at a designated landfill. If notified that excessive trash has accumulated on the site due to wind or other factors, additional trash pickup will be performed as needed.
- Mowing of the detention pond and surrounding area will occur on a regular basis during the growing season approximately on a monthly basis depending on the annual rainfall.
- Storm Sewer inspections shall occur once per month and immediately after major storms and shall include a visual inspection of all inlets and outfall structures. Minor debris shall be removed from the inlets and outlets monthly. Cleaning of the storm sewer will occur as determined necessary following inspections.
AGREEMENT BETWEEN THE GENERAL SERVICES ADMINISTRATION AND THE
REGIONAL TRANSPORTATION DISTRICT
FOR DESIGN, CONSTRUCTION AND MAINTENANCE OF A DETENTION POND AT
THE DENVER FEDERAL CENTER IN JEFFERSON COUNTY, COLORADO

This Detention Pond Agreement dated this 19 day of October, 2010 (this Agreement), is by and between the General Services Administration (GSA) an agency of the United States of America and the Regional Transportation District (RTD), a political subdivision of the State of Colorado for the purposes of outlining the terms for grant of a permanent easement for operation and maintenance of a detention pond on a portion of the Denver Federal Center in the City of Lakewood (the City), Jefferson County, Colorado (the Federal Center). GSA and RTD may also be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

A. RTD is constructing a light rail project from downtown Denver, Colorado, to Jefferson County, Colorado, as substantially described by a Final Environmental Impact Statement issued in August of 2003, and adopted by a Record of Decision issued by the Federal Transit Administration on April 19, 2004 (the West Corridor). A Revised Environmental Assessment was approved on November 16, 2007 along with a Finding of No Significant Impact (FONSI) also on November 16, 2007. One station and a portion of the light rail line will be on property owned by GSA. Related parking and a bus transfer facility will be located on property sold by GSA to the City and transferred to RTD (the RTD Property) pursuant to a Purchase and Sale Agreement dated June 18, 2007, between the City and RTD. The sale and transfer occurred on September 19, 2007.

Property previously acquired from GSA and transferred to RTD is described in the Offer to Purchase (OTP) from GSA to the City executed on June 4, 2007, and incorporated herein by this reference. All terms and definitions used in the OTP shall have the same meaning in this Agreement as contained therein.

B. The RTD Property does not include property sufficient to build and operate a detention pond to serve the RTD Property, portions of the Federal Center and local vicinity.

C. The Parties entered into a Project Agreement for construction of a portion of the West Corridor and other improvements at the Federal Center on February 4, 2010 (the Project Agreement). Section 9 of the Project Agreement provided that GSA may allow RTD to build a regional detention pond on GSA property (the Detention Pond).

D. GSA has agreed to allow RTD to construct the Detention Pond as part of the West Corridor on GSA property as depicted on Exhibit A (the Detention Pond Permanent Easement), and to provide a permanent easement to RTD for the
maintenance and operation of the Detention Pond in consideration for certain drainage benefits the Detention Pond will provide to the Denver Federal Center.

E. GSA granted RTD a temporary construction easement pursuant to the Project Agreement, which includes the Detention Pond Permanent Easement and, therefore, a temporary construction easement will not be executed for construction of the Detention Pond.

F. It is in the best interest of the Parties that the Detention Pond be maintained and remain in good condition on the Detention Pond Permanent Easement, which is governed by the Conditions and Restrictions for federally owned and operated property.

G. It is in the best interest of the Parties that RTD maintain the Detention Pond because of the: (i) proximity of the Detention Pond to RTD facilities; (ii) availability of RTD’s current maintenance activities within and along the West Corridor guideway and park-n-Ride facility; and (iii) cost effectiveness for RTD to perform the work (i.e., reduced travel time and mobilization) (iv) the ability of RTD to provide detention for its property in an offsite configuration relieving the impact to the RTD property.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

1. Recitals and Exhibits Incorporated

The recitals set forth above and exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

2. Detention Pond Permanent Easement for Operation and Maintenance

GSA will grant RTD a permanent operating and maintenance easement for the Detention Pond in the form shown on Exhibit B (the Detention Pond Permanent Easement), as legally described on Exhibit B-1 and depicted on Exhibit B-2 (the Permanent Easement area).

3. Detention Pond

In consideration of the foregoing, RTD will construct and maintain the Detention Pond. The Parties agree that the construction and maintenance of the Detention Pond and the benefit it provides to the Federal Center is fair, adequate and sufficient consideration for the granting of the Detention Pond Permanent Easement to RTD. No additional compensation will be required for the Detention Pond Permanent Easement so long as RTD or its designee completes and maintains the Detention Pond in accordance with the final plans as approved by GSA and in accordance with the terms of this agreement.
RTD will complete the Detention Pond in accordance with RTD project construction standards applicable to the West Corridor, and standards of state or local government entities with jurisdiction over the work, including but not limited to: (1) street and road construction, including intersection improvements, will meet the requirements of the City and/or the Colorado Department of Transportation, as applicable; and (2) asbestos removal and all materials management, removal and disposal of any hazardous substances, pollutants or contaminants in the Permanent Easement Area shall be undertaken pursuant to a materials management plan to be approved by the Colorado Department of Public Health and Environment (CDPHE) as specified in Section 5 of this Agreement.

4. Design and Construction

GSA has been consulted on the Detention Pond design. Prior to construction of the Detention Pond, RTD will provide the GSA representative designated herein with final design plans and specifications for the Detention Pond. GSA shall have fifteen (15) business days from receipt to review and comment on such plans and specifications for purposes of maintaining GSA security, access and Federal Center operations. GSA shall be entitled to review plans for the Detention Pond for compliance with any GSA construction standards. If no comments are provided by GSA within fifteen (15) business days of receipt of the plans and specifications for the Detention Pond, such plans and specifications shall be deemed approved, unless the Parties mutually agree in writing to extend review times. To the extent GSA requires modifications of any construction element, GSA will provide RTD with information required to address the specific issues raised. RTD will have fifteen (15) business days from receipt of a written request for such modifications in which to respond with revised plans. If the Parties are unable to agree on satisfactory solution to issues, dispute resolution will progress as shown in Section 11 below. GSA will not have the opportunity to require modifications based on aesthetic or additional capacity requirements beyond what has been approved in RTD’s project design and budget for the West Corridor. Landscaping requirements in the Easement Area following construction will conform to the City’s requirements.

GSA personnel shall have the right to inspect the Detention Pond Permanent Easement and related construction at such times as will not materially interfere with project construction, provided that any GSA personnel in the Detention Pond Permanent Easement area shall conform to all RTD and contractor imposed safety requirements.

5. Hazardous Substances

RTD has been informed that the Detention Pond Permanent Easement Area may have Asbestos Containing Material and Hazardous Substances. RTD has also been informed by GSA that there is no present violation of CERCLA in the Easement Area, nor are there any clean-up orders, or consent decrees mandating specified clean-up activities in the Easement Area expect for the Denver Federal
Center Sitewide Consent Order dated July 18, 1997, which is hereby incorporated by reference. RTD will obtain from CDPHE approval for a materials management plan for the Easement Area. RTD will ensure that all soil screening, removal and disposal conforms to an approved materials management plan. Copies of the plan will be provided to GSA for review prior to RTD start of work. GSA will not require any additional environmental screening or clean up beyond that required by CDPHE. RTD agrees that it will be responsible for signing of manifests for disposal of any soil it excavates (other than hazardous waste manifests which must be signed by a designated GSA representative), for ensuring compliance with its materials management plan or a corrective measures work plan, if required and as approved by CDPHE, and for ensuring that it does not exacerbate any existing contamination or cause a new release of any existing contamination on GSA Property. Costs directly related to such soil disposal, and any fees charged by CDPHE for review, shall be borne by RTD.

6. Maintenance

RTD shall provide routine, regularly scheduled detention pond maintenance activities ("Routine Maintenance"), and detention pond maintenance necessary to keep the Detention Pond functioning as the design intended, which may be necessary following major storm events or periodically as the need arises ("Non-Routine Maintenance") (collectively "Maintenance"), as indicated on the attached Exhibit C. Except for the maintenance activities set forth in Exhibit C, RTD Routine Maintenance does not include maintenance of Routt Street but does include maintenance for the adjacent sidewalk surface areas. Maintenance of the sidewalk surface shall continue until such time as the sidewalk may be dedicated to the City of Lakewood under ownership by others of the Detention Pond Permanent Easement area. Maintenance shall commence as of the completion of construction and acceptance date of the Detention Pond. Maintenance that requires the use of irrigation water will be subject to availability of such water and any watering restrictions that may be imposed by the water provider. RTD shall not be responsible nor liable for any deleterious effects, including but not limited to any loss of landscape, caused by lack of irrigation water due to water restriction imposed by the water provider, which lack of irrigation water is beyond RTD’s control.

7. Site Development

RTD reserves the right to require storm water participation fees from other parties that choose to utilize the detention pond within the drainage area depicted on Exhibit D (the Drainage Area). RTD shall establish such participation fees by prorating the proportionate share of expenses in the Maintenance based on the percentage of given property contributing drainage to the Detention Pond.
8. Liability and Indemnification

RTD will provide liability and worker’s compensation insurance to its contractors on the West Corridor project through a Rolling Owner Controlled Insurance Program (ROCIP). RTD will ensure that GSA is an additional insured under the ROCIP for all work taking place in the Easement Area and that it is insured and indemnified by RTD contractors in the same amounts and for all claims for which RTD is or may be insured.

9. Federal Center Security

All RTD contractors working on GSA property inside the Federal Center perimeter fence line will conform to DHS security authorization requirements which will be provided upon request. RTD will include these requirements in its contract for construction of the Detention Pond in the Easement Area.

10. Funding

All work contemplated herein is subject to RTD’s receipt of a Federal Full Funding Grant Agreement (FFGA) for the West Corridor Light Rail Project. RTD received a FFGA on January 16, 2009 and intends to budget, appropriate and authorize all funds required for implementation of the Detention Pond. Nothing herein, however, shall be construed as a multiple fiscal year obligation of RTD in violation of Article X Section 20 of the Colorado Constitution.

11. Dispute Resolution

The Parties shall resolve disputes regarding all items in this Agreement at the lowest staff level possible. Disputes subject to this Section include, but are not limited to physical site impacts, safety and security, and design review and approval. In the event the parties are unable to resolve disputes at the staff level, the RTD Project Manager and the GSA Director, Denver Federal Center Service Center, shall meet and confer. In the event the Parties cannot resolve disputes at this level, the matter shall be referred to the GSA Regional Commissioner and the General Manager of RTD for resolution. In the event the Parties are unable to resolve disputes and any litigation arises out this Agreement or granting of the Easements, Federal law shall govern.

12. No Third Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the United States of America and RTD; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that any person or entity other than the Parties performing work or receiving
benefits pursuant to this Agreement shall be deemed to be an incidental beneficiary only.

13. **Recording of Easements**

The Permanent Easement shall be recorded in the offices of the Clerk and Recorder of Jefferson County, Colorado upon execution of this Agreement.

14. **Officials Not to Benefit**

No member of or delegate to the United States Congress, or officers or employees of the United States Government, shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom; but this provision shall not be construed to extend to any person who may be a shareholder (other than a controlling shareholder) of any publicly-held corporation for its general benefit.

15. **Entire Agreement, Assignment**

This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the parties, except as stated herein. This Agreement, or any interest herein, may not be transferred or assigned by RTD without the express written consent of GSA and any assignment transaction without such written consent shall be void *ab initio*. In the event GSA gives said consent, any successor will be bound by the terms of this agreement.

16. **Communications**

All notices and communications required or contemplated by this Agreement shall be provided to the following:

**FOR GSA:**

U.S. General Services Administration  
Public Buildings Service  
Rocky Mountain Region  
Attn: Lisa Wild  
Denver Federal Center Service Center  
DFC, Bldg. 41, Rm. 230  
Denver, CO 80225

U.S. General Services Administration  
Office of Regional Counsel  
Rocky Mountain Region  
DFC, Bldg. 41, Rm. 218  
P.O. Box 25006  
Denver, CO 80225-0006

**FOR RTD:**

Jim Starling  
West Corridor Project Manager  
Regional Transportation District  
10455 West 6th Avenue  
Lakewood, CO 80215

Manager of Real Property  
1560 Broadway, Suite 650  
Denver, CO 80202

General Counsel  
1600 Blake Street  
Denver, CO 80202
17. **Waiver**

The failure of any Party to exercise any right hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver of either Party’s right to demand strict compliance with the terms and conditions of this Agreement.

18. **Severability**

To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

19. **Section Headings and Captions**

The section headings and captions are inserted for convenient reference only and shall not limit or construe the sections to which they apply or otherwise affect the interpretation thereof.

20. **Legal Authority**

The Parties each represent that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

21. **Counterparts of Agreement**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement, and all of which, taken together, shall constitute one and the same document.
Made and entered as of the date set forth above.

The United States of America, acting by and through the Regional Administrator of the General Services and authorized representatives, hereby executes this Project Agreement this 19 day of October, 2010.

By:  
Paul F. Prouty  
Regional Commissioner, Public Buildings Service  
Rocky Mountain Region  
U.S. General Services Administration  
Denver Federal Center  
Denver CO 80225

Approved as to Legal Sufficiency for the General Services Administration

By:  
Leigh Ann Bunetta  
Regional Counsel

Concurrence:  
Arnold Jackson, Regional Director, Rocky Mountain Region, Federal Protective Service, Department of Homeland Security

Regional Transportation District

By:  
Phillip A. Washington  
General Manager

Approved as to Legal Form for the Regional Transportation District

By:  
Lori L. Graham, Associate General Counsel
EXHIBIT B
TO DETENTION POND DESIGN, CONSTRUCTION AND MAINTENANCE AGREEMENT

EASEMENT DEED

STATE OF COLORADO )
COUNTY OF JEFFERSON )

THIS INDENTURE, made this the 19th day of October, 2010, by and between the UNITED STATES of AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (P.P. 81-152) and as amended (40 U.S.C. 484), and more particularly by Public Law 87-852 approved October 23, 1962, and regulations and orders promulgated thereunder, Grantor, and the Regional Transportation District, Denver, Colorado, Denver County, Grantee.

WITNESSETH:

That the said Grantor, for and in consideration of the foregoing and the sum of $10 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey and forever quitclaim to said Grantee, its successors and assigns the following:

A non-exclusive easement for the installation, construction, maintenance, repair, or replacement of a regional detention pond, all necessary and appurtenant utilities necessary for the operation of said pond; said easement being described as follows, to-wit:

See Exhibit B-1 and B-2 attached.

RESERVING unto the Grantor and its assigns the right and privilege of using said easement for other purposes which shall not interfere with the rights of Grantee as described herein.

By the acceptance of this Easement Deed, said Grantee agrees for itself, its successors and assigns as follows:

1. This Easement Deed may be terminated in whole or in part by said Grantor upon written notice of such termination given to said Grantee, its successors or assigns, effective upon the date of said notice, upon occurrence of any of the following circumstances:
a. a failure to comply with any term or condition of the grant, or

b. a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or

c. an abandonment of the easement.

Upon any termination of the Easement Deed, the easement shall be cleared of all improvements (unless otherwise agreed by the Parties), shall be reseeded with native seed and returned to Grantor.

2. The United States of America and its assigns shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance and repair of improvements on the easement or the use and occupation of the easement and easement areas hereinabove described nor for damages to the property of said Grantee nor for damages to the property or injuries to the person of the officers, agents, servants or employees of said Grantee or others who may be at or on the easement areas at their invitation or the invitation of any one of them arising from or incident to activities of the United States of America, and said Grantee, its successors and assigns shall to the extent permitted by law and without waiving any provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., hold the United States of America harmless from any and all such claims.

3. The Grantee covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such successors and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

TO HAVE AND TO HOLD the hereinabove described Easement unto said Grantee, its successors and assigns, for the purpose hereby conveyed and under and subject to the conditions herein expressed and set out.

IN WITNESSS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf the day and the year above written.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF THE GENERAL SERVICES

By

Paul F. Prouty  
Regional Commissioner, Public Buildings Service, Rocky Mountain Region  
U. S. General Services Administration

STATE OF COLORADO ss.
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 19 day of October, 2018, by Paul F. Prouty, Regional Commissioner, Public Buildings Service, Rocky Mountain Region, U. S. General Services Administration.

Witness my hand and official seal  
My commission expires December 3, 2013

Notary Public
EXHIBIT B-1

July 20, 2009

Property Description

A parcel of land lying in the Northwest Quarter of Section 9, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, Jefferson County, Colorado and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 9 (a found 2 ¾” brass cap in a range box stamped “SEC4 SEC5 SEC8 SEC9 T4S R69W SEC COR”);
WHENCE the North Quarter corner of said Section 9 (3 ¾” aluminum cap in a range box stamped “CITY OF LAKewood 2000 S4 S9 T4S R69W LS 19591”) bears N89°14’37”E a distance of 2636.75 feet;

THENCE S25°28’56”E a distance of 1081.49 feet to the POINT OF BEGINNING;

THENCE N89°16’00”E a distance of 124.71 feet;
THENCE S00°44’00”E a distance of 11.00 feet;
THENCE along the arc of a curve to the right, having a central angle of 92°27’07”, a radius of 18.50 feet, a chord bearing of S44°30’26”E a distance of 26.72 feet, and an arc distance of 29.85 feet;
THENCE S01°43’07”W tangent with the last and following described curves a distance of 112.65 feet;
THENCE along the arc of a curve to the right, having a central angle of 29°14’08”, a radius of 455.00 feet, a chord bearing S16°20’11”W a distance of 229.66 feet, and an arc distance of 232.17 feet;
THENCE S30°57’14”W tangent with the last and following described curves a distance of 199.97 feet;
THENCE along the arc of a curve to the left, having a central angle of 21°30’48”, a radius of 545.00 feet, a chord bearing S20°11’51”W a distance of 203.44 feet, and an arc distance of 204.64 feet;
THENCE S09°26’26”W tangent with the last described curve a distance of 331.10 feet;
THENCE S89°59’48”W a distance of 105.37 feet;
THENCE along the arc of a curve to the left, having a central angle of 61°05’28”, a radius of 162.25 feet, a chord bearing of N41°12’08”E a distance of 164.92 feet, and an arc distance of 173.00 feet;
THENCE N12°07’28”E non-tangent with the last described curve a distance of 19.91 feet;
THENCE N00°00’21”E tangent with the following described curve a distance of 491.64 feet;
THENCE along the arc of a curve to the right, having a central angle of 33°15’00”, a radius of 654.00 feet, a chord bearing N16°37’52”E a distance of 374.23 feet, and an arc distance of 379.53 feet;
THENCE N33°15’22”E tangent with the last described curve a distance of 67.84 feet to the POINT OF BEGINNING.

Containing 133,090 square feet, (3.055 Acres), more or less.
Basis Of Bearing: All bearings are based on the line connecting "Hard" to "Alameda" being a grid bearing of S87°54'44"E as obtained from a Global Positioning System (GPS) Survey based on the Colorado High Accuracy Reference Network (CHARN). Said grid bearing is NAD 83 (1992) Colorado State Plane (Central Zone). "Hard" (PID DE7958) is a Cooperative Base Network Control Station "A" Order Horizontal Mark monumented with a steel rod in access cover. "Alameda" (PID KK1393) is a National Geodetic Survey (NGS) First Order Horizontal Mark monumented with a 3.5" diameter brass cap set flush in concrete, cap stamped in part "Alameda 1977".

Prepared by:
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group, Inc.
707 17th Street #2300
Denver, CO 80202
303.820.5240
### EXHIBIT C

**To**

RTD/GSA Maintenance Agreement for Regional Detention Pond on GSA Property

**Routine and Non-Routine Maintenance Activities**

<table>
<thead>
<tr>
<th>Action</th>
<th>Objective</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grass mowing and care</td>
<td>Occasional mowing to limit unwanted vegetation. Maintain native turf at 4-6 inches</td>
<td>Routine- Depending on annual rainfall</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Routine- Before storm season and following significant rainfall events</td>
</tr>
<tr>
<td>Debris and litter removal</td>
<td>Remove debris and litter from the entire pond to minimize outlet clogging and improve aesthetics</td>
<td></td>
</tr>
<tr>
<td>Sediment removal from forebay and micro-pool</td>
<td>Remove accumulated sediment from the forebay and micro-pool. Dewatering of the micro-pool by pumping onto the EDB’s bottom grasses and temporary diversion of all base flows will be needed to remove accumulated sediment.</td>
<td>Routine – The forebay and the micro-pool will be cleaned every one to three years</td>
</tr>
<tr>
<td>Nuisance control</td>
<td>Address odor, insects and overgrowth issues associated with stagnant or standing water in the bottom zone. Add larvicide dunks if required to control mosquitos and West Nile Virus.</td>
<td>Non-routine - Handle as necessary per inspection or notification</td>
</tr>
<tr>
<td>Erosion and sediment control</td>
<td>Repair and revegetate eroded areas in the basin and channels</td>
<td>Non-routine - Periodic and repair as necessary based on inspection</td>
</tr>
<tr>
<td>Structural</td>
<td>Repair pond inlets, outlets, forebays, low flow channel liners, and energy dissipaters whenever damage is discovered</td>
<td>Non-routine – Repair as needed based on inspections</td>
</tr>
<tr>
<td>Inspections</td>
<td>Inspect basins to insure that the basin continues to function as initially intended. Examine the outlet for clogging erosion, slumping, excessive sedimentation levels, overgrowth, embankment and spillway integrity and damage to any structural element</td>
<td>Routine – Annual inspection of hydraulic facilities</td>
</tr>
</tbody>
</table>
Sediment removal

Remove accumulated sediment from the bottom of the basin

Routine – Performed when sediment accumulation occupies 20 percent of the WQCV; perform every 15-25 years as necessary per inspection; more often if construction activity occurs within the basin

Weed Control

Weed control shall be performed by either hand-pulling or string trimming in areas that are not accessible by mowing. Weed shall be removed when they appear and shall not exceed 8” in height during growing season.

Routine monthly

- Scattered trash will be removed from all landscaped areas. All trash will be disposed of at a designated landfill. If notified that excessive trash has accumulated on the site due to wind or other factors, additional trash pickup will be performed as needed.
- Mowing of the detention pond and surrounding area will occur on a regular basis during the growing season approximately on a monthly basis depending on the annual rainfall.
- Storm Sewer inspections shall occur once per month and immediately after major storms and shall include a visual inspection of all inlets and outfall structures. Minor debris shall be removed from the inlets and outlets monthly. Cleaning of the storm sewer will occur as determined necessary following inspections.
75-93

A RESOLUTION

AUTHORIZING AN AGREEMENT BY AND BETWEEN THE UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, REGION VIII, THE NATIONAL WESTERN DEVELOPMENT CORP. AND THE CITY OF LAKEWOOD.

WHEREAS, a dispute and controversy has developed between the United States of America, acting by and through its General Services Administration, in its capacity as owner/operator of the Denver Federal Center at Lakewood, Colorado, the National Western Development Corp. and the City of Lakewood, Colorado, regarding surface water drainage patterns emanating from the development of properties adjacent to the northwest corner of the Denver Federal Center at Gate No. 4, i.e., the Union Square Development; and

WHEREAS, the said parties through mutual effort and negotiation have reached a proposed settlement of all matters in controversy; and

WHEREAS, as a part of said settlement the United States of America, through its General Services Administration, will award a construction contract or contracts under its project Number R-CO-75-059 for the construction of a system of surface water holding ponds, and concomitant drainage system, to be located within the northwest corner of the Denver Federal Center; and in consideration of the construction of said project by the General Services Administration and the payment of $30,000.00 each to apply on the costs thereof (anticipated to cost approximately $90,000.00) by the City of Lakewood, the private developers, and the United States, the parties have agreed to compromise and settle the aforesaid controversy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakewood, Colorado:

SECTION 1. That the Mayor is authorized to execute on behalf of the City, and the City Clerk to attest, a compromise and settlement agreement between the aforesaid parties, in form approved by the City Administrator and City Attorney, relating to the surface water drainage controversy aforesaid, providing for the award of said contract or contracts for construction of a system of surface water holding ponds and associated drainage facilities, and the construction thereof, by the General Services Administration, to be located within the northwest corner of the Denver Federal Center; and providing further for the payment by the National Western Development Corp. of the sum of $30,000.00 and likewise providing for the payment by the City of Lakewood to the United States of America, General Services Administration Region VIII of the sum of $30,000.00 upon the completion of said construction project to the satisfaction of the City Engineer of the City of Lakewood.

SECTION 2. Following execution and delivery of the aforesaid compromise and settlement agreement in form as approved by the City Administrator and City Attorney, and upon certification of satisfactory completion of the
aforesaid project by the City Engineer of the City of Lakewood, the Director of Administration and Treasurer of the City of Lakewood are hereby authorized and directed to make payment of the aforesaid sum of $30,000.00 to the United States of America pursuant to the terms of the said agreement and of this resolution.

INTRODUCED, READ AND ADOPTED by a vote of 10 for and 0 against at a regular meeting of the City Council on April 28, 1975, at 7 o'clock p.m. at Lakewood City Hall, 1580 Yarrow Street, Lakewood, Colorado.

James J. Richey, Mayor

ATTEST:

Jean L. Rogers, City Clerk
AGREEMENT

The parties hereto are:

United States General Services Administration, in its capacity as owner/operator of the Denver Federal Center.

The City of Lakewood, Colorado, in its surface water drainage regulatory capacity.

National Western Development Corp., in its capacity as developer of lands adjacent to the northwest corner of the Denver Federal Center.

Inasmuch as a controversy does exist in relation to the incumbent rights, duties and obligations of the above parties as to and concerning existing and potential surface water drainage patterns emanating from the development of properties adjacent to the northwest corner of the Denver Federal Center at gate numbered 4, shown on Exhibit "A", attached hereto and incorporated herein by reference, the parties hereto, through mutual effort and negotiation and in consideration of the mutual obligations set forth herein, have reached an amicable settlement of all matters in controversy, as follows:

1. It is understood that the "existing and potential surface water drainage" referred to in the preamble hereof refers to present surface water drainage and future surface water drainage under fully developed conditions from the basin delineated in Exhibit "A".

2. The General Services Administration will proceed forthwith to award Project PR-CO-75-059, as shown on Exhibit "B", attached hereto and incorporated herein by reference, for construction of a system of surface water holding ponds to be located within the northwest corner of the Denver Federal Center. The General Services Administration agrees, further, to undertake payment for the above referenced project, subject to reimbursement by the City of Lakewood and by National Western Development Corp., as outlined below.

3. By Resolution No. 75-93 adopted by the City Council of the City of Lakewood, April 28, 1975, the City has authorized its Mayor to execute and its City Clerk to attest this Agreement, as approved by its City Administrator and City Attorney, and has authorized the payment of the sum of Thirty Thousand ($30,000.00) Dollars by the City as its share of participation in the aforesaid project, pursuant to the terms thereof, upon completion of construction to the
4. Following the completion of said project and certification thereof by the City Engineer of the City of Lakewood as aforesaid, National Western Development Corp. will participate in the above referenced Project #R-CO-75-059 by contribution in the amount of Thirty Thousand and No/100 ($30,000.00) Dollars, said amount to be transferred to the General Services Administration no later than six months after the execution of this Agreement.

It is understood by and among the parties hereto that construction of Project #R-CO-75-059 by the General Services Administration, and duly acknowledged receipt by General Services Administration of the above stated respective sums of contribution by the City of Lakewood and National Western Development Corp. shall constitute full performance, release, and settlement of all matters in controversy.

The persons signing on behalf of the parties hereto hereby expressly warrant that they are authorized to sign this Agreement by and on behalf of the parties they represent, and that the parties hereto are familiar with the terms hereof and agree to be bound by said terms.

The effective date of this instrument shall be that of execution by the latest signatory hereto.

UNITED STATES OF AMERICA

By

JACK L. MCKEON
Regional Commissioner, PBS, Region 8
General Services Administration
Denver Federal Center
Denver, Colorado 80225

CITY OF LAKewood

By

James J. Fitzhugh, Mayor
1500 Yarrow Street
Lakewood, Colorado 80215

ATTEST:

Jean L. Rogers, City Clerk
City of Lakewood, Colorado

APPROVED AS TO FORM:

Raymond C. Johnson, City Attorney
APPROVED:

Ray S. Wells, City Administrator
City of Lakewood, Colorado

RECOMMENDED AND APPROVED:

Raymond A. Bullock
Director of Community Services
City of Lakewood, Colorado

NATIONAL WESTERN DEVELOPMENT CORP.

By Earell Kissinger
Secretary/Treasurer
230 South Holland
Suite 201
Lakewood, Colorado 80226

ATTEST:

Asst. Secretary