## Table of Contents

<table>
<thead>
<tr>
<th>Title Summary</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007 Sale Documents Parcels A and B</td>
<td>7</td>
</tr>
<tr>
<td>1  List of Closing Documents</td>
<td>8</td>
</tr>
<tr>
<td>2 1. Annexation Ordinance - Ordinance O-2007-23 recorded at Reception No. 2007108292</td>
<td>10</td>
</tr>
<tr>
<td>3 2. Annexation Map recorded at Reception No. 2007108293</td>
<td>20</td>
</tr>
<tr>
<td>4 3. Annexation Agreement recorded at Reception No. 2007108294</td>
<td>24</td>
</tr>
<tr>
<td>5 4. Zoning Ordinance - Ordinance O-2007-24 recorded at Reception No. 2007108295</td>
<td>45</td>
</tr>
<tr>
<td>6 5. Official Development Plan recorded at Reception No. 2007108296</td>
<td>51</td>
</tr>
<tr>
<td>7 6. Vesting Ordinance - Ordinance O-2007-25 recorded at Reception No. 2007108297</td>
<td>63</td>
</tr>
<tr>
<td>8 7. Development Agreement recorded at Reception No. 2007108298</td>
<td>75</td>
</tr>
<tr>
<td>9 8. Subdivision Plat recorded at Reception No. 2007108299</td>
<td>83</td>
</tr>
<tr>
<td>10 9. CERCLA Covenant Deed from the U.S.A. to Lakewood for Lot 1, Block 1, and Tract A, and Lot 1, Block 2, and Tract B recorded at Reception No. 2007108300 and rerecorded at Reception No. 2007133213</td>
<td>87</td>
</tr>
<tr>
<td>11 10. Quitclaim Deed from Lakewood to RTD for Lot 1, Block 1, and Tract A recorded at Reception No. 2007108301</td>
<td>108</td>
</tr>
<tr>
<td>12 11. Quitclaim Deed from Lakewood to CHI for Lot 1, Block 2, and Tract B recorded at Reception No. 2007108302</td>
<td>114</td>
</tr>
<tr>
<td>13 12. Public Improvements Agreement recorded at Reception No. 2007108303</td>
<td>120</td>
</tr>
</tbody>
</table>
SECTION 8


EXHIBIT 8-2 THERE IS NOT A RECORDED DEED FOR THIS EXHIBIT. THE PROPERTY WAS TRANSFERRED TO GSA FROM FARM CREDIT ADMINISTRATION WITHOUT REIMBURSEMENT AND IDENTIFIES THE EASTERLY 660 FEET OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 60 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, EXCEPTING A PORTION IN THE SOUTHEAST CORNER FOR ROAD PURPOSES. THE DEED RECORDED MARCH 4, 1941, IN BOOK 434 AT PAGE 539 IDENTIFIES ALL OF SECTION 8 AS BEING TRANSFERRED TO THE UNITED STATES OF AMERICA. (AS WELL AS SECTIONS 7, 9 AND THE W1/2 OF THE W1/2 OF SECTION 10) THE PROPERTY WAS THEN TRANSFERRED TO GSA FOR THE DENVER FEDERAL CENTER OR SOLD OR QUITCLAIMED TO OTHER ENTITIES.

EXHIBIT 8-3 THE DEED RECORDED MAY 14, 1965, IN BOOK 1795 AT PAGE 116, TRANSFERS TITLE FROM ST. CLAIRE OKIE HAYDEN AND JOHN O. HAYDEN TO THE STATE OF COLORADO, DEPARTMENT OF HIGHWAYS FOR RIGHT-OF-WAY PURPOSES, ALONG WITH CERTAIN RESERVATION FOR COAL, OIL, GAS AND OTHER HYDROCARBONS AND ALL CLAY AND OTHER VALUABLE MINERALS IN AND UNDER SAID PREMISES.

EXHIBIT 8-4 THE WARRANTY DEED RECORDED MARCH 28, 1977, IN BOOK 2980 AT PAGE 60 TRANSFERS TITLE FROM ST. CLAIRE OKIE HAYDEN AND JOHN O. HAYDEN AND MARY LOUISE HAYDEN TO THE REGIONAL TRANSPORTATION DISTRICT. (THE PARK AND RIDE PARCEL) AND ACCESS ACROSS PROPERTY ADJACENT TO THE FEDERAL CENTER PROPERTY. THE ACCESS PARCELS ARE NOW CURRENTLY WEST FOURTH AVENUE. (PARCELS 11A AND 11B FROM COLORADO STATE HIGHWAY PROJECT NO. F012-2(10)) (SEE EXHIBIT 6TH-5) IT APPEARS THAT AT LEAST A PORTION OF THE PARK AND RIDE IS NOT ON FEDERAL CENTER PROPERTY.
In the name of the President of the United States of America in the cause of the rights of the American Nation in the matter of valuable real estate located in the State of Colorado, County of Denver, and subject to the exceptions and reservations herein-after set out, the following described property situate in the County of Jefferson, State of Colorado, to wit:

West Half of the West Half of Section 2, Township 4 South, Range 67 East of the 6th P.M.

with all its appurtenances, subject to the reservations and exceptions herein made, being a part of the same property acquired by the United States of America under Judgment on a Decree of Taking dated February 14, 1941, entered in Case No. 11,285 in the District Court of the United States for the District of Colorado.

Excepting and reserving for the United States of America, the irrigation ditch located across, over and under the land and all rights incident to the use and maintenance thereof.

Excepting and reserving under the United States of America, its assigns, or either of them, the eight-foot grade elevation, which surrounds the former powder storage area on this property, together with the right of ingress and egress for a period of six months from March 10, 1950, for the purpose of maintaining and removing said fence.

Subject to all existing rights of way, leases, reservations, easements, encumbrances, and servitudes, if any.

All uranium, thorium, and all other materials contained in or consisting of uranium and thorium materials, in whatever concentration, in the lands covered by this instrument, are hereby reserved for the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same; making this reservation for any damage or injury occasioned thereby. However, such land may not be used, and any rights otherwise acquired by the disposition may be increased, as if no reservation of such materials under this document, with the understanding that if the United States, through its authorized agents, shall require the property of the United States Atomic Energy Commission, said reservation may be transferred or delivered under the Atomic Energy Act of 1946, and it may exist or may hereafter be transferred or delivered under any law of the United States Atomic Energy Commission.

The United States Atomic Energy Commission may require delivery of such materials to it by any person, after such material has been segregated from such materials, and the United States Atomic Energy Commission may require delivery of such materials to it by any person, after such material has been segregated from such materials.

In Witness Whereof, the United States of America has caused these presents to be subscribed at the place and date first above written.

[Signatures]

UNITED STATES OF AMERICA
By and through
Federal Farm Mortgage Corporation

[Signatures]

Assistant Secretary
Vice President
This cause coming on to be heard on this, the 26th day of 
A. D. 1941, the petitioner, the United States of 
America, appearing by Thomas J. Heinrissay, United States Attorney for 
the District of Colorado, upon the Petition in Condemnation filed herein 
and the Declaration of Taking filed therewith, praying that a decree be 
further entered herein adjudicating that the title to the lands hereinafter described and the subject matter of this action be vested in 
the United States of America, and that said lands be deemed to be con-
demned and taken for the use of the United States of America.

And it appearing to the Court and the Court so finding:

I. 

That the petitioner, the United States of America, has filed its 
Petition in Condemnation praying that certain lands hereinafter de-
scribed, situate in the County of Jefferson, State of Colorado, be 
condemned for its use.

II. 

That the petitioner has filed with its Petition in Condemnation, 
a Declaration of Taking signed by Henry L. Selman, Secretary of War 
of the United States of America, who is the authority empowered by law 
to acquire the lands described in the said Petition in Condemnation and
the said Declaration of Taking, declaring that said lands are taken for
the use of the United States of America.

III.

That said Declaration of Taking contains:

1. A statement by Henry L. Stimson, Secretary of War of the United
   States of America, that the authority under which the said lands are
   taken is under and by virtue of the provisions of the following Acts of
   Congress, to wit: The Act of August 1, 1866, (25 Stat. 327); the Act
   of February 26, 1912, (37 Stat. 1421); the Act of August 18, 1920, (26
   Stat. 716); the Act of June 26, 1940, (Public No. 662 - 76th Congress);
   and that the public use for which said lands are taken is the purpose
   described in said Act of June 26, 1940.

2. A description of the lands taken sufficient for the identification
   thereof.

3. A statement that the whole and interest in said lands taken
   for said public use is the full fee simple absolute title thereof.

4. A plan showing the lands taken.

5. A statement by the said Henry L. Stimson, Secretary of War of
   the United States of America, stating in said capacity, that he had
   estimated the amount of just compensation for the taking of said lands,
   which amount is set forth in Schedule "A", which schedule is attached to
   and made a part of the said Declaration of Taking, and that the said
   amount is the sum of $121,077.00.

IV.

That the said sum of $121,077.00 has been deposited with the Clerk
of this Court for the use of the persons entitled thereto.

WHEREFORE, IT IS hereby ORDERED, ADJUDGED AND DECREE:

1.

That by the filing of the Petition in Consequence, the Declaration
of Taking, and deposit in this Court to the use of the persons entitled

-3-
Declaration of Taking, title to the following described lands, in fee simple absolute, to wit:

Descriptive Fee - All of Section 7, Township 6 South, Range 69 West of the 6th Principal Meridian, containing 640 acres, more or less, County of Jefferson, State of Arkansas.

Descriptive Fee - All of section 6, all of Section 7, excepting therefrom 10 acres in the Northeast quarter of the Northeast quarter of said Section, and the West half of the East half of Section 10, all in Township 6 South, Range 69 West of the 6th Principal Meridian, containing 640 acres, more or less.

Descriptive Fee - Ten acres of land in the Northeast quarter of the Northeast quarter of Section 7, Township 6 South, Range 69 West of the 6th Principal Meridian, containing 10 acres, more or less.

Became and thereby were condemned and taken for the use of the United States of America, and that the title thereto in said lands in fee simple absolute became and thereby was vested in the United States of America.

II.

That the right of just compensation for the taking of said lands became and thereby was vested in the persons entitled thereto and that the Court expressly reserves jurisdiction of this cause, to issue process, and enter all necessary orders to bring all of the owners of said persons interested in said lands before the Court, and to appoint Commissioners to appraise and fix the value of said lands and the amount of compensation which the owners and persons interested therein are entitled to for said appropriation.

Done in open Court on the day and year first above written.

A TRUE COPY

J. Foster Symes
DISTRICT JUDGE

GEORGE A. J. FRASER
CLERK

DEPUTY CLERK
Denver Federal Center
Sale No. 7-6-CO-0441-6

Transcript of
Recorded Documents

Annexation and Zoning of Denver Federal Center
Conveyance of Parcels A and B
From GSA to Lakewood to RTD and CHI

September 19, 2007
DENVER FEDERAL CENTER

CLOSING OF SALE OF PARCEL A AND PARCEL B

Closing Date: September 19, 2007
Recording Date: September 20, 2007

LIST OF CLOSING DOCUMENTS

1. Annexation Ordinance – Ordinance O-2007-23 recorded at Reception No. 2007108292.
2. Annexation Map recorded at Reception No. 2007108293.
3. Annexation Agreement recorded at Reception No. 2007108294.
5. Official Development Plan recorded at Reception No. 2007108296.
7. Development Agreement recorded at Reception No. 2007108298.
8. Subdivision Plat recorded at Reception No. 2007108299.
9. CERCLA Covenant Deed from the U.S.A. to Lakewood for Lot 1, Block 1, and Tract A, and Lot 1, Block 2, and Tract B recorded at Reception No. 2007108300 and re-recorded at Reception No. 2007133213.
10. Quitclaim Deed from Lakewood to RTD for Lot 1, Block 1, and Tract A recorded at Reception No. 2007108301.
11. Quitclaim Deed from Lakewood to CHI for Lot 1, Block 2, and Tract B recorded at Reception No. 2007108302.
12. Public Improvements Agreement recorded at Reception No. 2007108303.
STATE OF COLORADO  
COUNTY OF JEFFERSON  
CITY OF LAKEWOOD  

I, Margy Greer, City Clerk of the City of Lakewood, Colorado, do hereby certify that the attached is a true and correct copy of Ordinance 0-2007-23, ANNEXING CERTAIN UNINCORPORATED LANDS KNOWN AS THE DENVER FEDERAL CENTER LOCATED IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, SECTION 9, AND THE WEST ONE-HALF OF THE WEST ONE-HALF OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO as the same remains on file in the Office of the City Clerks Office.

WITNESS my hand and seal of said City of Lakewood, Colorado, this 11th day of September, 2007.

Margy Greer, City Clerk  
City of Lakewood, Colorado  

(SEAL)  
CITY OF LAKEWOOD  
COLORADO
O-2007-23

AN ORDINANCE


WHEREAS, Resolution 2007-32, stating the intent of the City of Lakewood (the “City”) to annex certain property known as the Denver Federal Center and initiating annexation proceedings, has heretofore been adopted; and

WHEREAS, the City Council of the City hereby finds that the area proposed to be annexed has been entirely contained within the boundaries of the City for a period of not less than three (3) years prior to this date; and

WHEREAS, after notice pursuant to section 31-12-108(2), Colorado Revised Statutes, the City Council has held a public hearing on the proposed annexation; and

WHEREAS, the City Council further finds and determines that an election pursuant to Sections 31-12-107(2) or 31-12-112(1), Colorado Revised Statutes, is not required; and

WHEREAS, the only additional terms and conditions that are to be imposed upon the area proposed to be annexed are set forth in an Annexation Agreement between the City and the United States of America, acting by and through the Administrator of the General Services and authorized representatives (the “Annexation Agreement”); and

WHEREAS, the City Council of the City hereby finds and determines that it is in the best interests of the City to annex said area to the City.

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

Section 1. The annexation of the territory located in the County of Jefferson, State of Colorado, to the City of Lakewood, Colorado, described in Exhibit “A”, attached hereto and incorporated herein by reference, be and the same is hereby ordained and approved and said territory is hereby incorporated in and made a part of the City of Lakewood, Colorado.
Section 2. The annexation of such territory to the City of Lakewood, Colorado, shall be complete and effective on the effective date of this Ordinance, and compliance with the filing requirements of Section 31-12-113; provided, however, that the City shall only file this Ordinance and the map of the area annexed concurrently with the closing of the sale of a portion of the Denver Federal Center, including some portion of the property described in Exhibit B, to the City or its designee. For the purpose of General Property Taxes, the annexation shall be effective as to General Property Taxes on and after the First day of January, 2008.

Section 3. This Ordinance annexing said territory is expressly made subject to and conditioned upon zoning the property as a Planned Development Zone District in accordance with the Denver Federal Center Official Development Plan.

Section 4. The City Council approves the Annexation Agreement and the Mayor is hereby authorized to execute, and the City Clerk to attest, in form approved by the City Attorney, the Annexation Agreement pertaining to the property annexed.

Section 5. The City Clerk is hereby authorized and directed to perform all statutory duties required to complete said annexation.

Section 6. This Ordinance shall take effect thirty (30) days after publication.
I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a regular meeting of the Lakewood City Council on the 25th day of June, 2007; published by title in the Rocky Mountain News and in full on the City of Lakewood's website, www.lakewood.org, on the 28th day of June, 2007; set for public hearing on the 9th day of July, 2007, read, finally passed and adopted by the City Council on the 9th day of July, 2007, and, signed and approved by the Mayor on the 10th day of July, 2007.

Stephen A. Burkholder, Mayor

Margy Greer, City Clerk

APPROVED AS TO FORM:

Paul Kennebeck, Acting City Attorney
Exhibit A

Denver Federal Center Annexation Legal Description:

A parcel of land lying in the East One-Half of the East One-Half of the East One-Half (E½ E½ E½) of Section 8, Section 9, and the West One-Half of the West One-Half (W½ W½) of Section 10, Township 4 South, Range 69 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9; thence S 76°38'34" W (assuming the East line of the NE¼ of said Section 9 bears S 00°23'16" E, all other bearings herein related thereto), a distance of 779.20 feet to a point lying on the southerly right-of-way line of West 6th Avenue as described in those instruments recorded in Book 486, at Page 221 and Book 504, at Page 226, of the records of the Jefferson County Clerk and Recorder, said point also being the Point of Beginning; thence N 89°14'40" E along said southerly right-of-way line and along the northerly line of those parcels shown on the Colorado State Highway Department (CDOT) project maps FAP 67-A(3) and 66-A(1), a distance of 759.33 feet, more or less, to the East line of said Section 9; thence continuing along the northerly, easterly and southerly lines of said CDOT project 66-A(1) said easterly line is also coincident with the easterly right-of-way line of Kipling Street the following six (6) courses:

1. N 89°23'14" E, a distance of 316.78 feet;
2. thence S 44°35'21" W, a distance of 306.70 feet;
3. thence S 00°23'16" E, a distance of 2,255.08 feet, more or less, to the East-West centerline of said Section 10;
4. thence S 00°23'04" E, a distance of 2,338.83 feet;
5. thence S 45°24'07" E, a distance of 352.74 feet, more or less, to the northerly right-of-way line of West Alameda Avenue as described in Book 394, at Pages 460 and 461, of said records;
6. thence S 89°09'14" W along said northerly right-of-way line, a distance of 349.51 feet, more or less, to the East line of said Section 9; thence continuing along said northerly right-of-way line of West Alameda Avenue the following four (4) courses:

1. S 89°23'50" W, a distance of 2,650.03 feet, more or less, to the North-South centerline of Section 9;
2. thence S 89°24'08" W, a distance of 2,650.48 feet, more or less, to the West line of said Section 9;
3. thence S 00°05'14" E along said West line, a distance of 2.47 feet to a point on a non-tangent curve;
4. thence southwesterly along said non-tangent curve to the left, having a radius of 2,342.00 feet, a central angle of 09°03'22" (the long chord of which bears S 82°14'26" W, a chord length of 369.79 feet), an arc distance of 370.18 feet, more or less, to the South line of said Section 8; thence S 89°37'30" W, along said South line, a distance of 296.29 feet, more or less, to the Southwest corner of said E½ E½; thence along the West line of said E½ E½ the following two (2) courses:

1. N 00°00'10" W, a distance of 2,634.40 feet, more or less, to the East-West centerline of said Section 8;
2. thence N 00°00'33" W, a distance of 2,277.91 feet, more or less, to the southerly right-of-way line of West 6th Avenue, as described in Book 2407, at Page 776 of said records; thence along said southerly right-of-way line the following seven (7) courses:
1. S 72°50'30" E along the southerly line of that tract of land described in Book 2407, at Page 776, of said records, a distance of 60.00 feet;
2. thence N 68°53'45" E along said southerly line, a distance of 238.60 feet to a point lying on the southerly line of that tract of land described in Book 1518, at Page 245, of said records;
3. thence N 89°44'33" E along said southerly line, a distance of 375.33 feet to a point on the West line of said Section 9;
4. thence N 89°44'33" E continuing along said southerly line, a distance of 50.00 feet;
5. thence N 81°11'33" E, a distance of 856.70 feet, more or less, to the southerly line of that tract of land described in Book 486, at Page 221, and Book 504, at Page 226, of said records;
6. thence N 89°14'41" E along said southerly line, being 170.00 feet South of and parallel with the North line of the NW¼ of said Section 9, a distance of 1,741.83 feet, more or less, to the North-South centerline of said Section 9;
7. thence N 89°14'40" E continuing along said southerly line being 170.00 feet South of and parallel with the North line of the NE¼ of said Section 9, a distance of 1,876.55 feet, more or less, to the Point of Beginning, said parcel containing an area of 699.87 acres, more or less.
Exhibit B

PARCEL DESCRIPTIONS – PARCEL A, PARCEL B AND PARCEL C:

Three parcels of land, located in the West One-Half of Section 9 and in the East One-Half (E½) of the East One-Half (E½) of the East One-Half (E½) of Section 8, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson. State of Colorado, described as follows:

Basis of Bearing: For the purpose of this description the bearings are based on the South line of the Southwest One-Quarter of said Section 9 assumed to bear S 89°23'51" W, a distance of 2650.93 feet and monumented by a found 3-1/4" aluminum cap in monument box, PLS 17669 with witness corners on the East end and by a found 3-1/4" aluminum cap in monument box, marked "Engineering Surveys, Inc. PLS "17669" on the West end.

PARCEL A (RTD PARCEL):

Commencing at the Southeast corner of said Section 8;

Thence S 89°37'48" W along the South line of the Southeast One-Quarter of said Section 8, 662.79 feet to the Southwest corner of said E½ E½ E½;

Thence N 00°00'22" W along the West line of said E½ E½ E½, 2537.86 feet to a point that is 96.67 feet South along said West line from the South line of the Northeast One-Quarter (NE¼) of said Section 8, and the Point of Beginning;

Thence continuing N 00°00'22" W along said West line, 96.67 feet to the South line said NE¼;

Thence N 00°00'26" W along the West line of the E½ E½ E½ of said NE¼, 610.37 feet;

Thence N 89°59'48" E, 964.14 feet;

Thence S 00°00'12" E, 692.07;

Thence S 89°06'26" W, 964.21 feet, to the Point of Beginning.

The above Parcel A contains an area of 15.4833 acres, more or less.
PARCEL B (HOSPITAL PARCEL 1):

Commencing at the Southwest corner of said Section 9:

Thence S 89°37'48" W along the South line of said E½ E½ E½ of said Section 8, 662.79 feet to the Southwest corner of said E½ E½ E½;

Thence N 00°00'22" W along the West line of said E½ E½ E½, 1316.84 feet to the Point of Beginning;

Thence continuing N 00°00'22" W along said West line, 1221.02 feet, to a point that is 96.67 feet southerly along said West line from the North line of the Southeast One-Quarter of said Section 8;

Thence N 89°06'26" E, 964.21 feet;

Thence S 00°00'12" E, 842.68 feet to a point of curvature;

Thence along the arc of a curve to the right having a radius of 587.25 feet, a central angle of 32°02'16" (the long chord of which bears S 16°00'56" W, a chord length of 324.11 feet), 328.37 feet to a point of tangency;

Thence S 32°02'04" W along said tangent, 96.49 feet;

Thence S 89°59'49" W, 823.41 feet, more or less, to the Point of Beginning.

The above described Parcel B contains an area of 26.7670 acres, more or less.
PARCEL C (HOSPITAL PARCEL 2):

Commencing at the Southwest corner of said Section 9:

Thence S 89°37'48" W along the South line of said E½ E½ E½ of said Section 8, 662.79 feet to the Southwest corner of said E½ E½ E½, and Point of Beginning;

Thence N 00°00'22" W along the West line of said E½ E½ E½, 1316.84 feet;

Thence N 89°59'49" E, 823.41 feet;

Thence S 32°02'04" W, 67.89 feet to a point of curvature;

Thence along the arc of a curve to the left having a radius of 475.00 feet, a central angle of 31°06'50" (the long chord of which bears S 16°28'39" W, a chord length of 254.79 feet), 257.94 feet to a point of tangency;

Thence S 00°55'14" W along said tangent, 214.37 feet to a point of curvature;

Thence along the arc of a curve to the left having a radius of 495.00 feet, a central angle of 22°14'18" (the long chord of which bears of S 10°11'55" E, a chord length of 190.92 feet), 192.13 feet to a point of tangency;

Thence S 21°19'04" E along said tangent, 214.86 feet to a point of curvature;

Thence along the arc of a curve to the right having a radius of 565.00 feet, a central angle of 20°15'45" (the long chord of which bears S 11°11'11" E, a chord length of 198.77 feet), 199.81 feet to a point of tangency;

Thence S 01°03'19" E along said tangent, 161.23 feet, to the northerly right-of-way line of West Alameda Avenue as described in Book 374, at Page 460, in the records of the Jefferson County Clerk and Recorder;

Thence along said northerly right-of-way line the following three (3) courses;

1. S 89°23'51" W, 202.31 feet, to the West line of said Section 9;
2. S 00°05'30" E along said West line, 2.33 feet to a point on a non-tangent curve;
3. Thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 2391.83 feet, a central angle of 9°01'30" (the long chord of which bears S 82°21'13" W, a chord length of 376.36 feet), 376.75 feet, to the South line of said E½ E½ E½;

Thence S 89°37'48" W along said South line, 289.69 feet to the Point of Beginning.

The above described Parcel C contains an area of 23.0183 acres, more or less.
ANNEXATION MAP
TO THE CITY OF LAKewood, STATE OF COLORADO
A PORTION OF SECTIONS 8, 9 AND 10, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 1 OF 3

ANNEXATION DESCRIPTION:
A.  PORTION OF LAND Lying IN THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE FIRST SECTION (E1/2 W1/2 SE1/2) IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, JEFFERSON COUNTY, STATE OF COLORADO, CONTAINING THE FOLLOWING Described Real Property:

1.  NE1/4 SE1/4, a Distance of 3,180.00 Feet, More or Less, to the East-west Centerline of Said Section 8.

2.  NE1/4 SE1/4, a Distance of 3,180.00 Feet, More or Less, to the West Centerline of Said Section 8.

3.  NE1/4 SE1/4, a Distance of 2,900.00 Feet, More or Less, to the Centerline of the Northeast Quadrant line of Said Section 8.

4.  NE1/4 SE1/4, a Distance of 2,900.00 Feet, More or Less, to the Centerline of the Southeast Quadrant line of Said Section 8.

5.  NE1/4 SE1/4, a Distance of 2,900.00 Feet, More or Less, to the Centerline of the Southwest Quadrant line of Said Section 8.

6.  NE1/4 SE1/4, a Distance of 2,900.00 Feet, More or Less, to the Centerline of the Northwest Quadrant line of Said Section 8.

B.  TOTAL BOUNDARY = 22,760 FEET

C.  CONTIGUOUS BOUNDARY = 22,760 FEET

VIGNETTE MAP
(Scale: 1"=100')

NOTE:
1.  THIS MAP IS NOT FOR SALE OR COMMERCIAL USE.
2.  THIS MAP WAS PREPARED DURING JANUARY, 2007.
3.  THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO SURVEY LAW (S.C.S.A. 38-1-101 ET SEQ.)
4.  THIS SURVEY WAS PREPARED UNDER THE DIRECTION OF L. MARTIN BROWN.
5.  THIS SURVEY WAS SUBMITTED TO THE CITY OF LAKEWOOD, STATE OF COLORADO.

SURVEYOR'S CERTIFICATION:

CITY CLERK'S CERTIFICATION:
L. MARTIN BROWN, CITY CLERK OF THE CITY OF LAKEWOOD, COLORADO, HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ANNEXATION MAP AND THAT THE same IS A TRUE COPY OF THE ORIGINAL ANNEXATION MAP FILED WITH THE CITY OF LAKEWOOD, COLORADO, AS OF THE DATE OF ITS PREPARATION.

RECORDS CLERK'S CERTIFICATION:
L. MARTIN BROWN, CITY CLERK, CITY OF LAKEWOOD, COLORADO, HEREBY CERTIFY THAT THE ANNEXATION MAP WAS FILED WITH THE CITY OF LAKEWOOD, COLORADO, ON THE DATE INDICATED.

SHEET 1 OF 3
X1-47-1501, ORD. 8-2007-33
DENVER FEDERAL CENTER ANNEXATION
ANNEXATION MAP
TO THE CITY OF LAKEWOOD, STATE OF COLORADO
A PORTION OF SECTIONS 8, 9 AND 10, TOWNSHIP 4, SOUTH RANGE 69, WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 3 OF 3

LEGEND

- SECTION CORNER
- MINER COCORNER
- END CHORD
- CHORD LENGTH
- ANNEXATION AREA 694.87 ACRES

ORIGINAL SCALE: 1"=200'

DENVER FEDERAL CENTER ANNEXATION

FOR A.R.E. DESIGN OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
KELLY SURVEYING AND DESIGN GROUP, LTD.
DENVER, COLORADO 80217

DATE: 2007/08/29
ANNEXATION AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH
THE ADMINISTRATOR OF GENERAL SERVICES

AND

THE CITY OF LAKEWOOD, COLORADO

Dated: September 19, 2007
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement") is made and entered into this 19th day of September, 2007, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives (hereinafter referred to as "GSA" or "Federal Government"), and the CITY OF LAKEWOOD, COLORADO, a municipal corporation and home rule city of the State of Colorado (hereinafter referred to as the "City"), collectively referred to herein as the "Parties" and each individually as a "Party."

RECITALS

A. The City is a municipal corporation existing under its home rule charter and the laws of the State of Colorado.

B. The United States of America is the owner of the approximately 640-acre federal enclave located in unincorporated Jefferson County, Colorado known as the Denver Federal Center ("DFC"). GSA is the federal agency with jurisdiction, custody and control over the DFC.

C. The DFC is generally located west of Kipling Street, east of Union Boulevard, south of Sixth Avenue, and north of West Alameda Parkway.

D. GSA agrees that the DFC be annexed to the City, upon and subject to the terms and conditions of this Agreement.

E. The DFC is an enclave that has been completely surrounded by the City for a period of not less than three years. Without objection from GSA, the City, pursuant to Colorado Revised Statutes, Section 31-12-106, intends to pursue annexation to the City of the unincorporated lands located within the DFC in the County of Jefferson in the State of Colorado as more particularly described in City Ordinance No. O-2007-23 (the "Annexation Ordinance").

F. The City agrees to annex the DFC, upon and subject to the terms and conditions of this Agreement.

G. Provided that the City adopts the Denver Federal Center Official Development Plan (the "ODP") in the form attached hereto as Exhibit A and incorporated herein by reference, GSA has no objection to zoning the DFC as a Planned Development Zone District in accordance with the ODP. The City has agreed to consider the ODP for approval.

H. Following annexation of the DFC by the City, the Parties contemplate that a portion of the DFC (the "Development Area") will be conveyed to the City, or a designee acceptable to GSA, and the City intends to sell the Development Area to others for development and use as intermodal transit facilities with associated transit-oriented development and a hospital and related health care facilities.
ARTICLE 1
AGREEMENT

In consideration of the foregoing premises, and the covenants, promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1.1. Annexation. The DFC shall be annexed to the City of Lakewood pursuant to the laws of the State of Colorado, the City's Charter, the terms of this Agreement (including each provision of the foregoing Recitals, which are an integral part of this Agreement and incorporated as a part of this Agreement as though fully set forth below), and in accordance with the Annexation Ordinance as adopted by the City Council of the City.

Section 1.2. Application of City Ordinances, Regulations and Services. All City ordinances, regulations, codes, policies, and procedures now in existence, including the ODP, as the same may be adopted or changed from time to time, shall be applicable to the use and development of the DFC to the extent provided in this Agreement; provided that City ordinances, regulations, codes, policies, and procedures, including the ODP, shall not apply to real property, whether or not improved, owned by the Federal Government at the DFC.

ARTICLE 2
DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meaning set forth in this Section 2.

Section 2.1. "Agreement" shall mean this Annexation Agreement.

Section 2.2. "Annexation Ordinance" shall mean City Ordinance No. 0-2007-23 as described in Recital E.

Section 2.3. "Development Agreement" shall mean a development agreement pursuant to Article 18 of the Lakewood Zoning Ordinance relating to the vesting of property rights.

Section 2.4. "Development Area" shall mean the area generally depicted on the ODP as Planning Area I.

Section 2.5. "DFC" shall mean the approximately 640 acres of real property located within the Denver Federal Center in the County of Jefferson, State of Colorado, as more particularly described in the ODP.

Section 2.6. "Final Court Action" shall mean a final order or opinion issued by a court of competent jurisdiction by which the City or GSA is bound, and wherein no appeal can be taken or the time for filing an appeal has expired.

Section 2.7. "New Zoning" shall mean the zoning classification for the Property and all other terms and conditions contained in the ODP.
Section 2.8. "ODP" shall mean the Denver Federal Center Official Development Plan, as more particularly identified on Exhibit A, as the same may be amended or replaced from time to time.

Section 2.9. "Planning Area I" shall mean the area designated as Planning Area I on the ODP.

Section 2.10. "Planning Area II" shall mean the area designated as Planning Area II on the ODP.

Section 2.11. "Offer to Purchase" shall mean the Offer to Purchase Real Property and Acceptance relating to the Development Area between the City of Lakewood, Colorado (or its designee) and the United States of America acting by and through the Administrator of General Services and authorized representatives.

Section 2.12. "Permitted Uses" shall mean those uses specified in and permitted by the ODP, as amended or replaced from time to time.

Section 2.13. "Proposed Hospital" shall mean a hospital and related health care support facilities, and associated easements or rights-of-way necessary to support the hospital and related health care support facilities, located within the Development Area as represented on the conceptual site plan for such development existing as of the date of this Agreement, to be further completed in accordance with the City’s applicable rules and regulations.

Section 2.14. "Proposed Transit Center" shall mean the intermodal transit facilities and related transit-oriented development and parking structure, and associated easements or rights-of-way necessary to support the intermodal transit facilities, located within the Development Area as represented on the conceptual site plan for such development existing as of the date of this Agreement, to be further completed in accordance with the City’s applicable rules and regulations.

Section 2.15. "Remaining DFC" shall mean, as of any time of determination, that portion of the DFC that is owned by the Federal Government.

ARTICLE 3
CONDITIONS PRECEDENT TO ANNEXATION

Section 3.1. Annexation of DFC. The City will process the annexation of the DFC pursuant to Colorado Revised Statutes, Section 31-12-106. The City has waived all annexation and zoning application fees for the annexation of the DFC and the initial zoning of the DFC. This Agreement and the annexation of the DFC shall only become effective pursuant to Colorado Revised Statutes Section 31-12-113 upon recording of the annexation map, Annexation Ordinance, and this Agreement with the Clerk and Recorder of Jefferson County, Colorado. The City will only record such documents concurrently with the closing of the sale of all or part of the Development Area from GSA to the City or its designee. In the event that title to at least some portion of the Development Area does not pass to the City or its designee for any reason whatsoever by December 31, 2007, the City shall take all action within the power of the City necessary to effect a disconnection of the DFC from the City. In the event that a portion of the
Development Area does not pass to the City or its designee, that portion of the Development Area shall be deemed to be part of the Remaining DFC so long as it is owned by the Federal Government.

ARTICLE 4
JURISDICTION

Section 4.1. Federal Jurisdiction. The Parties agree that so long as property within the DFC is owned by the Federal Government, it is subject to the exclusive jurisdiction of the Federal Government, unless jurisdiction has been retroceded in accordance with applicable law. The City acknowledges that property owned by the Federal Government within the DFC is not subject to any regulatory reviews or approvals by the City or other local governmental entities without the express written approval of the Federal Government and that the State of Colorado may not interfere with the exercise of jurisdiction on land owned by the Federal Government. The Parties specifically understand and agree that the execution of this Agreement by GSA shall not be deemed or construed to mean that the Federal Government has consented or agreed to be subject to any regulatory reviews or approvals by the City, other local government entities, or the State of Colorado for property owned by the Federal Government within the DFC. GSA agrees, however, to cooperate with the City to annex the DFC to the City pursuant to the terms and conditions of this Agreement.

Section 4.2. City Jurisdiction. The Parties agree that, upon transfer of title to the City or its designee in accordance with the Offer to Purchase, the Development Area will not be owned by the Federal Government and will be subject to the jurisdiction of the City. The application of City regulatory authority and the provision of City services to the Development Area and any other portion of the DFC subject to the City’s jurisdiction shall be comparable to other similar real property within the City. GSA agrees that any light rail stations and walkways connecting such stations to other mass transit facilities are subject to the City’s jurisdiction, unless such light rail stations and walkways are within the Remaining DFC and jurisdiction has not been retroceded.

Section 4.3. Jurisdictional Change. Real property at the DFC shall become subject to the City’s jurisdiction only when fee title to real property is no longer owned by the Federal Government.

Section 4.4. Referral for Review and Comment. Any proposal for zoning, subdivision, or other land use approval within 100 feet of Planning Area I1 will be referred by the City to GSA for review and comment. The purpose of such review, in addition to any other rights of a referral party, will be to identify and resolve any impacts of such proposed development that are contrary to the primary mission of GSA, its federal or non-federal tenants, or that would be incompatible with the adjacent uses on Planning Area I1. At the request of GSA, the City shall provide additional information, including coordinating meetings among the City, GSA, and any other involved parties. The City shall also notify GSA of public meetings, neighborhood meetings, and public hearings related to any such projects. The requirements of this Section 4.4 do not affect jurisdictional responsibilities or authority. In addition, GSA shall be provided with such additional notices as are provided to landowners or referral agencies pursuant to the Lakewood Municipal Code.
ARTICLE 5
ZONING

Section 5.1. Planned Development Zoning. GSA hereby consents to the New Zoning as set forth in the ODP. The New Zoning provides that the DFC shall be zoned as a Planned Development Zone District pursuant to Section 17-5-22 of the Lakewood Municipal Code. The Permitted Uses shall be as shown on the ODP. Pursuant to the ODP, the Proposed Hospital and Proposed Transit Center shall be permitted in the Development Area and are expected to be the principal uses in the Development Area. No medical hospital shall be constructed or operated in Planning Area II, except that this exclusion of medical hospitals does not apply to hospital facilities owned, operated or constructed to meet the requirements of any Federal agency whose mission is to deliver medical or medically-related services. For example, the Veterans Administration, Federal Occupational Health, Health and Human Services, Centers for Disease Control or any Federal agency currently existing or formed in the future with a mission to provide medical or medically-related services.

Section 5.2. Vested Rights. The City shall follow the necessary procedures such that if the ODP is approved, it shall be deemed a site-specific development plan pursuant to Article 18 of the Lakewood Zoning Ordinance. The Parties intend to enter into a Development Agreement pursuant to Article 18 of the Lakewood Zoning Ordinance, substantially in the form attached hereto as Exhibit B, and incorporated herein by reference. Such Development Agreement will provide that the property rights granted by the ODP shall be vested for a period of twenty-five (25) years from the date of the Development Agreement.

Section 5.3. Referendum. In the event the ordinances adopted by the City Council relative to the annexation of the DFC, the New Zoning or this Agreement become the subject of a duly authorized referendum, the ordinances subject to such referendum shall be suspended pursuant to the City's home rule charter pending the outcome thereof. If the result of such referendum election is to reject such annexation, the New Zoning or this Agreement, the City shall take all action within the power of the City necessary to effect a disconnection of the DFC from the City.

Section 5.4. Defense and Cure of Agreement. In the event of any legal challenge by a third-party to the validity of the annexation or New Zoning of the DFC or the validity or enforceability of any provision of this Agreement, the Parties agree to cooperate in the defense of such challenge and to bear their own costs and attorneys’ fees. During the pendency of any such legal challenge, through and including a Final Court Action, the Parties agree to abide by and carry out all of the terms of this Agreement.

In the event of a Final Court Action resulting from such third-party legal challenge, the City and GSA agree to cooperate reasonably with the other Party in an attempt to cure any legal defects cited by the court. Notwithstanding the foregoing, in no event shall either Party’s duty to cooperate pursuant to this Section oblige such Party to incur additional out-of-pocket costs and expenses other than its own attorneys’ fees and costs. Immediately upon such cure, the City shall take such action as may be necessary to render the annexation, the New Zoning and the terms of this Agreement effective and enforceable.
ARTICLE 6
DEFAULT; DISPUTE RESOLUTION

Section 6.1. Default, Notice, Right to Cure.

a. It shall be an event of default if either Party shall fail to observe or perform any covenant, condition or agreement on its part to be observed or performed under this Agreement. Such default may be cured within forty-five (45) days after written notice, specifying such default and requesting that it be cured, has been given by one Party to the other, unless the Party giving such notice agrees in writing to an extension of such time prior to its expiration; provided, however, that if the default stated in the notice cannot be corrected within the applicable period, consent to an extension will not be withheld if corrective action has been initiated within the applicable period and diligently pursued until the default is corrected.

b. An event of default that has not been cured pursuant to Subsection 6.1(a), above, shall constitute a continuing event of default and be subject to dispute resolution as provided for in Section 6.2.

Section 6.2. Dispute Resolution. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the Parties shall first try in good faith to settle the dispute by mediation or some other mutually-agreed upon form of alternative dispute resolution before resorting to litigation.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1. Recordation of Agreement. In accordance with the conditions of Section 3.1 of this Agreement, this Agreement shall be recorded by the City Clerk with the Clerk and Recorder of Jefferson County, Colorado, and the provisions hereof shall run with the land and shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

Section 7.2. Notices. Any notice, request, assignment, payment, consent, approval, demand or other communication required or permitted hereby shall be in writing and shall be deemed to have been given when personally delivered, delivered by overnight delivery services, or when deposited in the United States Postal Service, certified, return receipt requested, postage prepaid, properly addressed to the persons to whom such notice is intended to be given at their respective addresses as follows:

If to the City: City of Lakewood
480 South Allison Parkway
Lakewood, Colorado 80226-3105
Attention: City Manager

with a copy to: City of Lakewood
480 South Allison Parkway
Lakewood, Colorado 80226-3105
Attention: City Attorney
Section 7.3. Governing Law. This Agreement shall be governed by the laws of the United States of America and, if there is no controlling federal law, then by the laws of the State of Colorado.

Section 7.4. Severability. Except as expressly provided for elsewhere in this Agreement, should any provision of this Agreement be held in a Final Court Action to be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Agreement. Furthermore, if a material provision of this Agreement is held invalid, illegal or unenforceable, the Parties hereto agree to renegotiate that provision to be a valid, legal and enforceable provision that reflects as closely as possible the original intent of the Parties hereto as expressed herein with respect to the subject matter of that provision.

Section 7.5. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the Parties on the subject of the annexation of the DFC. There are no promises, terms, conditions or obligations other than those contained herein relating to the annexation of the DFC, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, among the Parties hereto relating to the annexation of the DFC. The Parties, or their designees, have also entered into the Offer to Purchase relative to the purchase and sale of the Development Area. This Agreement may be amended only by written agreement by GSA and the City. Such amendments shall be recorded in the records in the office of the Clerk and Recorder of Jefferson County, Colorado and shall be binding upon all persons or entities having an interest in the DFC unless otherwise specified in the amendments.
Exhibit A to this Agreement, the form of the ODP, and Exhibit B, the form of the Development Agreement, are incorporated herein by reference, as fully as if included in the body hereof.
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Annexation Agreement as of the day and year first above-stated.

Approved for Legal Sufficiency:

By: Leigh Ann Bunetta
    Regional Counsel
    General Services Administration
    Rocky Mountain Region

Attest:

By: Margy Greer
    City Clerk

Approval:

By: Rebecca P. Clark
    Director of Community Planning and Development

By: Lawrence R. Dorr
    Director of Finance

Approved as to Form:

By: City Attorney's Office

UNITED STATES OF AMERICA,
acting by and through the Administrator of General Services and authorized representatives

By: Leslie Plomondon
    Regional Administrator
    General Services Administration
    Rocky Mountain Region

CITY OF LAKEWOOD, COLORADO

By: Michael J. Rock
    City Manager
STATE OF COLORADO  
COUNTY OF JEFFERSON  

Acknowledged before me this 17th day of September, 2007 by Leslie Plomondon, Regional Administrator, General Services Administration, Rocky Mountain Region, on behalf of the United States of America.

Witness my hand and official seal.

[SEAL]

Notary Public

My Commission Expires: 10/31/09

STATE OF COLORADO  
COUNTY OF COLOrado  

Acknowledged before me this 19th day of September, 2007 by Michael J. Rock, City Manager of the City of Lakewood, Colorado.

Witness my hand and official seal.

[SEAL]

Notary Public

My Commission Expires: 12/31/2010
DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF LAKEWOOD, COLORADO,

THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH
THE ADMINISTRATOR OF GENERAL SERVICES,

CATHOLIC HEALTH INITIATIVES COLORADO,

AND

REGIONAL TRANSPORTATION DISTRICT

Dated: September 19, 2007
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this 19th day of September, 2007, by and between the CITY OF LAKEWOOD, COLORADO, a municipal corporation and home rule city of the State of Colorado (hereinafter referred to as the "City"), the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives (hereinafter referred to as "GSA" or "Federal Government"), CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado non-profit corporation (hereinafter referred to as "St. Anthony Hospitals"), and the REGIONAL TRANSPORTATION DISTRICT, a special district within the State of Colorado (hereinafter referred to as "RTD"), collectively referred to herein as the "Parties" and each individually as a "Party."

RECITALS

A. The City is a municipal corporation existing under its home rule charter and the laws of the State of Colorado.

B. Pursuant to Article 18 of the Lakewood Zoning Ordinance, the City Council has approved the Official Development Plan for the Denver Federal Center as a Site Specific Development Plan.

C. Pursuant to Section 17-18-7 of the Lakewood Zoning Ordinance, and based on the findings contained in this Agreement, in conjunction with the approval of such Site Specific Development Plan, GSA, St. Anthony Hospitals and RTD desire to enter into this Agreement to implement the provisions of Article 68 of Title 24, Colorado Revised Statutes, as amended, so that such Site Specific Development Plan shall be vested for a period of twenty-five (25) years.

D. The Parties to this Agreement agree with the findings, terms, and conditions contained in this Agreement.

ARTICLE 1
FINDINGS

Section 1.1. The City Council hereby finds that:

a. The proposed development of the Denver Federal Center as more specifically described in the Denver Federal Center Official Development Plan will be phased over a number of years, and the timing of such development is dependent upon economic conditions, market conditions, and the ability of the Federal Government to complete the master planning and development processes in accordance with the mission of the Federal Government; and

b. The development of a transit-oriented development project in conjunction with the development of intermodal transit facilities by the RTD and the development of a new
medical hospital and related health care facilities by St. Anthony Hospitals will be of sufficient scope and size that phasing of such development will occur over a number of years.

Section 1.2. Therefore, the City Council finds that vesting of the Denver Federal Center Official Development Plan for a period of twenty-five (25) years from the date of this Agreement is warranted in light of such circumstances.

ARTICLE 2
AGREEMENT

In consideration of the foregoing premises, the findings and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 2.1. The City Council of the City of Lakewood has approved a Site Specific Development Plan for property known as the Denver Federal Center. The Site Specific Development Plan is the Denver Federal Center Official Development Plan approved by the City Council pursuant to Ordinance No. O-2007-24.

Section 2.2. Pursuant to Ordinance No. O-2007-25 and this Agreement, for a period of twenty-five (25) years from the date of this Agreement, there is established a vested property right to develop the property described in the Denver Federal Center Official Development Plan in the manner set forth therein.

Section 2.3. This Agreement is entered into in accordance with the provisions of Article 18 of the Lakewood Zoning Ordinance and Colorado Revised Statutes Article 68, Title 24, as amended.

[Signature Page Follows on Next Page]
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the day and year first above-stated.

Approved for Legal Sufficiency:

By:________________________________________
   Leigh Ann Bunetta
   Regional Counsel
   General Services Administration
   Rocky Mountain Region

Attest:

By:________________________________________
   Margy Greer
   City Clerk

Approval:

By:________________________________________
   Rebecca P. Clark
   Director of Community Planning
   and Development

By:________________________________________
   Lawrence R. Dorr
   Director of Finance

Approved as to Form:

By:________________________________________
   City Attorney’s Office

UNITED STATES OF AMERICA, acting by and through the Administrator of General Services

By:________________________________________
   Leslie Plomondon
   Regional Administrator
   General Services Administration
   Rocky Mountain Region

CITY OF LAKEWOOD, COLORADO

By:________________________________________
   Michael J. Rock
   City Manager
ST. ANTHONY HOSPITALS:
CATHOLIC HEALTH INITIATIVES
COLORADO

By: __________________________
Name: _______________________
Title: ________________________

RTD:
REGIONAL TRANSPORTATION
DISTRICT

By: __________________________
Name: _______________________
Title: ________________________
STATE OF COLORADO  
COUNTY OF JEFFERSON  

Acknowledged before me this ___ day of __________, 2007 by Leslie Plomondon, Regional Administrator, General Services Administration, Rocky Mountain Region, on behalf of the United States of America.

Witness my hand and official seal.

[SEAL]

Notary Public

My Commission Expires:______________

STATE OF COLORADO  
COUNTY OF __________  

Acknowledged before me this ___ day of __________, 2007 by Michael J. Rock, City Manager of the City of Lakewood, Colorado.

Witness my hand and official seal.

[SEAL]

Notary Public

My Commission Expires:______________

STATE OF __________  
COUNTY OF __________  

Acknowledged before me this ___ day of __________, 2007 by ____________________________ of Catholic Health Initiatives Colorado, a Colorado non-profit corporation.

Witness my hand and official seal.

[SEAL]

Notary Public

My Commission Expires:______________
STATE OF _____________  )
COUNTY OF _____________  ) ss.

Acknowledged before me this ___ day of _____________, 2007 by 20 as
__________________________ of the Regional Transportation
District, a special district within the State of Colorado.

Witness my hand and official seal.

[SEAL]  

__________________________  
Notary Public

My Commission Expires:______________
CERTIFICATION

STATE OF COLORADO
COUNTY OF JEFFERSON
CITY OF LAKEWOOD

I, Margy Greer, City Clerk of the City of Lakewood, Colorado, do hereby certify that the attached is a true and correct copy of Ordinance O-2007-24, TO ZONE LAND KNOWN AS THE DENVER FEDERAL CENTER, LOCATED IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, SECTION 9, AND THE WEST ONE-HALF OF THE WEST ONE-HALF OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO as the same remains on file in the Office of the City Clerks Office.

WITNESS my hand and seal of said City of Lakewood, Colorado, this 11th day of September, 2007.

Margy Greer
City Clerk
City of Lakewood, Colorado
O-2007-24

AN ORDINANCE

TO ZONE LAND KNOWN AS THE DENVER FEDERAL CENTER, LOCATED IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, SECTION 9, AND THE WEST ONE-HALF OF THE WEST ONE-HALF OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO.

BE IT ORDAINED by the City Council of the City of Lakewood, Colorado, that:

SECTION 1. Upon application of the City Manager in Lakewood Zoning Case No. RZ-07-001, and upon a recommendation of approval from the Lakewood Planning Commission, Lakewood Zoning Maps are hereby amended to include in the Planned Development Zone District (PD) the property described in Exhibit A attached hereto and made a part hereof.

SECTION 2. The Denver Federal Center Official Development Plan for the above-referenced land which has been recommended for APPROVAL by the City Planning Commission on June 6, 2007, is approved and accepted subject to minor revisions that may be required to conform to current City regulations.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to certify the within and foregoing approval and acceptance upon signing the Denver Federal Center Official Development Plan. The City Clerk is hereby authorized and directed to file such Denver Federal Center Official Development Plan with the Clerk and Recorder of Jefferson County, together with a certified copy of this ordinance attached thereto, pursuant to the effective date thereof, and upon satisfaction of the conditions for recording set forth in the Annexation Agreement relating to the property described in Exhibit A.

SECTION 4. This ordinance shall take effect forty-five (45) days after final publication.
I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a regular meeting of the Lakewood City Council on the 25th day of June, 2007; published by title in the Rocky Mountain News and in full on the City of Lakewood's website, www.lakewood.org, on the 28th day of June, 2007; set for public hearing on the 9th day of July, 2007, read, finally passed and adopted by the City Council on the 9th day of July, 2007, and, signed and approved by the Mayor on the 10th day of July, 2007.

[Signature]
Stephen A. Burkholder, Mayor

Margy Greer, City Clerk

APPROVED AS TO FORM:

[Signature]
Paul Kennebeck, Acting City Attorney
Exhibit A

Denver Federal Center Legal Description:

A parcel of land lying in the East One-Half of the East One-Half of the East One-Half (E½ E½ E½) of Section 8, Section 9, and the West One-Half of the West One-Half (W½ W½) of Section 10, Township 4 South, Range 69 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9; thence S 76°38'34" W (assuming the East line of the NE¼ of said Section 9 bears S 00°23'16" E, all other bearings herein related thereto), a distance of 779.20 feet to a point lying on the southerly right-of-way line of West 6th Avenue as described in those instruments recorded in Book 486, at Page 221 and Book 504, at Page 226, of the records of the Jefferson County Clerk and Recorder, said point also being the Point of Beginning; thence N 89°14'40" E along said southerly right-of-way line and along the northerly line of those parcels shown on the Colorado State Highway Department (CDOT) project maps FAP 67-A(3) and 66-A(1), a distance of 759.33 feet, more or less, to the East line of said Section 9; thence continuing along the northerly, easterly and southerly lines of said CDOT project 66-A(1) said easterly line is also coincident with the easterly right-of-way line of Kipling Street the following six (6) courses:

1. N 89°23'14" E, a distance of 316.78 feet;
2. thence S 44°35'21" W, a distance of 306.70 feet;
3. thence S 00°23'16" E, a distance of 2,255.08 feet, more or less, to the East-West centerline of said Section 10;
4. thence S 00°23'04" E, a distance of 2,338.83 feet;
5. thence S 45°24'07" E, a distance of 352.74 feet, more or less, to the northerly right-of-way line of West Alameda Avenue as described in Book 394, at Pages 460 and 461, of said records;
6. thence S 89°09'14" W along said northerly right-of-way line, a distance of 349.51 feet, more or less, to the East line of said Section 9; thence continuing along said northerly right-of-way line of West Alameda Avenue the following four (4) courses:

1. S 89°23'50" W, a distance of 2,650.03 feet, more or less, to the North-South centerline of Section 9;
2. thence S 89°24'08" W, a distance of 2,650.48 feet, more or less, to the West line of said Section 9;
3. thence S 00°05'14" E along said West line, a distance of 2.47 feet to a point on a non-tangent curve;
4. thence southwesterly along said non-tangent curve to the left, having a radius of 2,342.00 feet, a central angle of 09°03'22" (the long chord of which bears S 82°14'26" W, a chord length of 369.79 feet), an arc distance of 370.18 feet, more or less, to the South line of said Section 8; thence S 89°37'30" W, along said South line, a distance of 296.29 feet, more or less, to the Southwest corner of said E½ E½ E½; thence along the West line of said E½ E½ E½ the following two (2) courses:

1. N 00°00'10" W, a distance of 2,634.40 feet, more or less, to the East-West centerline of said Section 8;
2. thence N 00°00'33" W, a distance of 2,277.91 feet, more or less, to the southerly right-of-way line of West 6th Avenue, as described in Book 2407, at Page 776 of said records; thence along said southerly right-of-way line the following seven (7) courses:
1. S 72°50'30" E along the southerly line of that tract of land described in Book 2407, at Page 776, of said records, a distance of 60.00 feet;
2. thence N 68°53'45" E along said southerly line, a distance of 238.60 feet to a point lying on the southerly line of that tract of land described in Book 1518, at Page 245, of said records;
3. thence N 89°44'33" E along said southerly line, a distance of 375.33 feet to a point on the West line of said Section 9;
4. thence N 89°44'33" E continuing along said southerly line, a distance of 50.00 feet;
5. thence N 81°11'33" E, a distance of 856.70 feet, more or less, to the southerly line of that tract of land described in Book 486, at Page 221, and Book 504, at Page 226, of said records;
6. thence N 89°14'41" E along said southerly line, being 170.00 feet South of and parallel with the North line of the NW¼ of said Section 9, a distance of 1,741.83 feet, more or less, to the North-South centerline of said Section 9;
7. thence N 89°14'40" E continuing along said southerly line being 170.00 feet South of and parallel with the North line of the NE¼ of said Section 9, a distance of 1,876.55 feet, more or less, to the Point of Beginning, said parcel containing an area of 699.87 acres, more or less.
DENVER FEDERAL CENTER
OFFICIAL DEVELOPMENT PLAN

SECTION I. GENERAL PROVISIONS

A. INTENT

The Denver Federal Center Development Plan (DFDP) describes the land use, development, and transportation policies for the design and development of property at the Denver Federal Center (DFC). The plan provides for the realization of the national and local goals for the Denver Federal Center and represents the specific policies and strategies for the future development of the Denver Federal Center.

B. APPLICATION

This DFDP shall not affect property owned in the Federal Government. Accordingly, the provisions of this DFDP shall not affect the Denver Federal Center real property when the use of the property is not owned by the United States.

C. VISION FOR THE FEDERAL CENTER

The purpose of this section is to outline the overall goals and objectives for Planning Area II as follows:

1. Land Use
2. Development and Land Use Compatibility
3. Environment and Development
4. Infrastructure
5. Management
6. Capital

D. GENERAL GOALS

The overall goals and objectives for Planning Area II are as follows:

1. Land Use
2. Development and Land Use Compatibility
3. Environment and Development
4. Infrastructure
5. Management
6. Capital

C. GENERAL OBJECTIVES

The overall objectives for Planning Area II is the completion of a comprehensive plan, as outlined in Section I of the Development Plan for the Denver Federal Center. The plan shall be consistent with the vision of the Federal Center and the goals and objectives of the Federal Center.

1. A Framework for Development/Creating Place

The Federal Center shall become a demonstration site for a self-sustained development with natural environments and a vibrant urban center. The plan and policies developed in this plan shall provide a basis for the future development of the Federal Center.

2. Land Use

a. Comprehensive Plan: Planning Area II, the federal campus portion of the Denver Federal Center, shall be developed as an expanded, urban, and walkable area that meets the needs of the Federal Center.

b. Development and Land Use Compatibility: Development within the Federal Center shall be compatible with adjacent commercial and residential districts.

c. Environment and Development: Where feasible, high density, multi-use buildings shall be encouraged to locate in the Federal Center.

d. Infrastructure: All infrastructure, including transportation, water, sewer, and electric systems, shall be compatible with the Federal Center.

3. Management

a. Community Design and Character

b. Brownfield Redevelopment: Federal Center development within Planning Area II should incorporate new commercial and industrial use and revive the vacant or derelict Federal Center.

4. Infrastructure

a. Parks and open spaces: Including parks and open spaces, transportation, and federal system.

b. Water: Water strategies shall be developed for the Federal Center.

C. PLANNING LAND USES WITHIN THIS PLANNED DEVELOPMENT ZONE

A. PLANNING AREA I: The permitted uses in Planning Area I are as follows:

1. Commercial: Including retail, warehousing, business support and services, personal services, and manufacturing.

2. Government: Including public and private professional, medical and legal services.

3. Institutional: Including research, development and scientific laboratories, community centers, community services, recreation, and public transportation facilities.


5. Recreational: Park and recreational facilities.

6. Transportation: Including transportation, railroads, roads, highways, and intermodal facilities.

7. Open Space: Including parks, community and recreation facilities, trails, open space, and green space.
DENVER FEDERAL CENTER
OFFICIAL DEVELOPMENT PLAN

DENVER FEDERAL CENTER
OFFICIAL DEVELOPMENT PLAN

SECTION VI. AMENDMENT OF THE OFFICIAL DEVELOPMENT PLAN
A. SUBSTANTIAL AMENDMENTS

B. MINOR AMENDMENTS

C. FORMAL DEVELOPMENT SUBMITTAL

1. Submittal

2. Preliminary Meeting

3. Site Plan Submittal

4. Building Submittal

C. RELATIONSHIP TO OTHER REGULATION

D. E. F.

SECTION V. DEVELOPMENT REVIEW SUBMITTAL REQUIREMENTS

A. PRE-PLANNING MEETING

Prior to a development application submission, each applicant shall provide the City with a 30-day notification, in writing, of their intent to submit an application. The notification shall include a detailed description of the project and a schedule of key milestones and deadlines.

1. Project Schedule

2. Any other information or requirements may be established by the City or the Planning Commission, in accordance with the City's development review policies and procedures.

C. SUBSTANTIAL AMENDMENTS

1. Substantially defined as an amendment to the Official Development Plan (ODP) that results in a change of more than 50% of the area under development or a change in the type of use, density, or zoning that requires a comprehensive review of the project.

2. Minor amendments defined as amendments to the ODP that do not result in a change of more than 50% of the area under development or a change in the type of use, density, or zoning.

3. The Planning Commission is responsible for reviewing and approving all amendments to the ODP.

A. SUBSTANTIAL AMENDMENTS

1. Substantially defined as an amendment to the Official Development Plan (ODP) that results in a change of more than 50% of the area under development or a change in the type of use, density, or zoning that requires a comprehensive review of the project.

2. Minor amendments defined as amendments to the ODP that do not result in a change of more than 50% of the area under development or a change in the type of use, density, or zoning.

3. The Planning Commission is responsible for reviewing and approving all amendments to the ODP.

C. RELATIONSHIP TO OTHER REGULATION

1. Local land use regulations, including zoning and subdivision standards, should be consistent with the ODP.

2. Any other information or requirements may be established by the City or the Planning Commission, in accordance with the City's development review policies and procedures.

D. E. F.
DENVER FEDERAL CENTER
OFFICIAL DEVELOPMENT PLAN

CONCEPTUAL SITE PLAN

SCALE: 1" = 100' - 0"

DENVER FEDERAL CENTER OFFICIAL DEVELOPMENT PLAN
RC-07-001 ORD. 3007 SHEET 5 OF 11
DENVER FEDERAL CENTER
OFFICIAL DEVELOPMENT PLAN

St. Anthony
Central Hospital
Centura Health.

MASSING STUDY
DENVER FEDERAL CENTER OFFICIAL DEVELOPMENT PLAN

1. DECIDUOUS TREE PLANTING

- DO NOT CUT SINGLE LEADER.
- PRUNE DAMAGED OR DEAD WOOD AND CODOMINANT LEADERS AT LANDSCAPE ARCHITECT'S DIRECTION ONLY.
- IF NYLON TREE STRAP ON GUY WIRE AND AROUND TREE TRUNK.
- 14 GAUGE GALVANIZED WIRE.
- 2 STEEL IN SPACERS IF GUY WIRE AND PERFORMANCE SPEC.
- SET SPACERS TO SUITE, IF NOT CORRECT.
- NYLON TREE STRAP ON GUY WIRE AND AROUND TREE TRUNK.
- 14 GAUGE GALVANIZED WIRE, DOUBLE STRAND TWISTED.
- SET TREE PLUMB. STAKE W/ STEEL T-POSTS.
- 8 STEEL T-POSTS EXPOSED AND SET STAKES.
- CONSIDERABLE HORIZONTAL AND VERTICAL TENSION.
- SET ROOT COLLAR 3' HIGHER THAN SURROUNDING GRADE.
- 3' MULCH LAYER.
- FORM SAUCER AROUND EDGE OF TREE RT.
- RIVER COBBLE 2' DEPTH TYP. RE. SPEC.
- AMENDED PLANTING MIX.
- REMOVE ALL WIRE POT.
- SET SHRUB ROOTBALL 3' HIGHER THAN SURROUNDING GRADE.
- 3' MULCH LAYER.
- FINISH GRADE.
- FLOWPORT HOE TO SOIL.
- AMENDED PLANTING MIX.
- REMOVE ALL WIRE POT.
- SET SHRUB ROOTBALL 3' HIGHER THAN SURROUNDING GRADE.
- 3' MULCH LAYER.

2. EVERGREEN TREE PLANTING

- DO NOT PRUNE OR Remove LEADER.
- PRUNE DAMAGED OR DEAD WOOD.
- 1' MULCH TREE STRAP ON GUY WIRE AND AROUND TREE TRUNK.
- 14 GAUGE GALVANIZED WIRE, DOUBLE STRAND TWISTED.
- SET TREE PLUMB. STAKE W/ STEEL T-POSTS.
- 8 STEEL T-POSTS EXPOSED.
- CONSIDERABLE HORIZONTAL AND VERTICAL TENSION.
- SET ROOT COLLAR 3' HIGHER THAN SURROUNDING GRADE.
- 3' MULCH LAYER.
- FORM SAUCER AROUND EDGE OF TREE RT.
- RIVER COBBLE 2' DEPTH TYP. RE. SPEC.
- AMENDED PLANTING MIX.
- REMOVE ALL WIRE POT.
- SET SHRUB ROOTBALL 3' HIGHER THAN SURROUNDING GRADE.
- 3' MULCH LAYER.
- FINISH GRADE.
- FLOWPORT HOE TO SOIL.
- AMENDED PLANTING MIX.
- REMOVE ALL WIRE POT.
- SET SHRUB ROOTBALL 3' HIGHER THAN SURROUNDING GRADE.
- 3' MULCH LAYER.

3. SHRUB PLANTING

- RE. PLANT LIST FOR STAKES AND RIB.
- MULCH AT PLANTING BEDS.
- AMENDED PLANTING MIX.
- ROUGHEN SUBGRADE.
- EXISTING SUBGRADE.

4. PERENNIAL PLANTING

- DO NOT PRUNE OR Remove LEADER.
- PRUNE DAMAGED OR DEAD WOOD.
- 1' MULCH TREE STRAP ON GUY WIRE AND AROUND TREE TRUNK.
- 14 GAUGE GALVANIZED WIRE, DOUBLE STRAND TWISTED.
- SET TREE PLUMB. STAKE W/ STEEL T-POSTS.
- 8 STEEL T-POSTS EXPOSED.
- CONSIDERABLE HORIZONTAL AND VERTICAL TENSION.
- SET ROOT COLLAR 3' HIGHER THAN SURROUNDING GRADE.
- 3' MULCH LAYER.
- FORM SAUCER AROUND EDGE OF TREE RT.
- RIVER COBBLE 2' DEPTH TYP. RE. SPEC.
- AMENDED PLANTING MIX.
- REMOVE ALL WIRE POT.
- SET SHRUB ROOTBALL 3' HIGHER THAN SURROUNDING GRADE.
- 3' MULCH LAYER.
- FINISH GRADE.
- FLOWPORT HOE TO SOIL.
- AMENDED PLANTING MIX.
- REMOVE ALL WIRE POT.
- SET SHRUB ROOTBALL 3' HIGHER THAN SURROUNDING GRADE.
- 3' MULCH LAYER.

5. COBBLE MULCH

- SHREDDED CEDAR MULCH.
- 3' MULCH LAYER.
- FINISH GRADE.
- AMENDED PLANTING MIX.
- MULCH AT PLANTING BEDS.
- 3' MULCH LAYER.

6. WOOD MULCH

- SHREDDED CEDAR MULCH.
- 3' MULCH LAYER.
- FINISH GRADE.
- AMENDED PLANTING MIX.
- MULCH AT PLANTING BEDS.
- 3' MULCH LAYER.

7. STEEL EDGER

- SHREDDED CEDAR MULCH.
- 3' MULCH LAYER.
- FINISH GRADE.
- AMENDED PLANTING MIX.
- MULCH AT PLANTING BEDS.
- 3' MULCH LAYER.

LANDSCAPE DETAILS
STATE OF COLORADO  )
COUNTY OF JEFFERSON  )
CITY OF LAKEWOOD  )

I, Margy Greer, City Clerk of the City of Lakewood, Colorado, do hereby certify that the attached is a true and correct copy of Ordinance O-2007-25, ESTABLISHING VESTED PROPERTY RIGHTS PURSUANT TO ARTICLE 18 OF THE LAKEWOOD ZONING ORDINANCE FOR THE PROPERTY KNOWN AS THE DENVER FEDERAL CENTER, LOCATED IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, SECTION 9, AND THE WEST ONE-HALF OF THE WEST ONE-HALF OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO as the same remains on file in the Office of the City Clerks Office.

WITNESS my hand and seal of said City of Lakewood, Colorado, this 11th day of September, 2007.

Margy Greer, City Clerk
City of Lakewood, Colorado
AN ORDINANCE


WHEREAS, pursuant to Ordinance O-2007-23, the City Council of the City of Lakewood (the “City”) has annexed certain property known as the Denver Federal Center; and,

WHEREAS, pursuant to Ordinance O-2007-24, the City Council of the City has zoned the Denver Federal Center property as a Planned Development Zone District by approving the Denver Federal Center Official Development Plan; and,

WHEREAS, the Denver Federal Center Official Development Plan describes the land uses, development standards, and the design and development regulations relating to the development and use of the Denver Federal Center; and,

WHEREAS, the Denver Federal Center Official Development Plan is a Site Specific Development Plan for the purpose of establishing vested property rights pursuant to Article 18 of the Lakewood Zoning Code and C.R.S. 24-68-101 et seq.; and,

WHEREAS, the United States of America, acting by and through the Administrator of General Services, Catholic Health Initiatives Colorado, and the Regional Transportation District desire to enter into a Development Agreement with the City, substantially in the form attached hereto as Exhibit A, for the establishment of vested property rights; and,

WHEREAS, the notice and public hearing provisions necessary to consider the establishment of vested property rights as set forth in Article 18 of the Lakewood Zoning Ordinance have been fully satisfied.

NOW, THEREFORE, BE IT ORDAINED By The City Council Of The City Of Lakewood, Colorado, that:

SECTION 1. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

SECTION 2. The City Council further makes the findings set forth in the Development Agreement with the United States of America, acting by and through the
Administrator of General Services, Catholic Health Initiatives Colorado, and the Regional Transportation District and approves the execution and delivery of the Development Agreement to provide for the establishment of vested property rights for the property described in the Denver Federal Center Official Development Plan.

SECTION 3. City Council finds that the development of the Denver Federal Center as set forth in the Denver Federal Center Official Development Plan, which is a Site Specific Development Plan, is entitled to vested property rights for a period of twenty-five years from the effective date of the Development Agreement. Said vested property rights are appropriate in light of all relevant circumstances, including, but not limited to, the size and phasing of the development, economic factors, and market conditions.

SECTION 4. This ordinance shall take effect thirty (30) days after final publication.

I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a regular meeting of the Lakewood City Council on the 25th day of June, 2007; published by title in the Rocky Mountain News and in full on the City of Lakewood's website, www.lakewood.org, on the 28th day of June, 2007; set for public hearing on the 9th day of July, 2007, read, finally passed and adopted by the City Council on the 9th day of July, 2007, and, signed and approved by the Mayor on the 10th day of July, 2007.

ATTEST:

Stephen A. Burkholder, Mayor

Margy Green, City Clerk

APPROVED AS TO FORM:

Paul Kennebeck, Acting City Attorney
EXHIBIT A
DEVELOPMENT AGREEMENT
DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF LAKEWOOD, COLORADO,

THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH
THE ADMINISTRATOR OF GENERAL SERVICES,

CATHOLIC HEALTH INITIATIVES COLORADO,

AND

REGIONAL TRANSPORTATION DISTRICT

Dated: _____________, 2007
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of _________, 2007, by and between the CITY OF LAKEWOOD, COLORADO, a municipal corporation and home rule city of the State of Colorado (hereinafter referred to as the “City”), the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives (hereinafter referred to as “GSA” or “Federal Government”), CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado non-profit corporation (hereinafter referred to as “St. Anthony Hospitals”), and the REGIONAL TRANSPORTATION DISTRICT, a special district within the State of Colorado (hereinafter referred to as “RTD”), collectively referred to herein as the “Parties” and each individually as a “Party.”

RECITALS

A. The City is a municipal corporation existing under its home rule charter and the laws of the State of Colorado.

B. Pursuant to Article 18 of the Lakewood Zoning Ordinance, the City Council has approved the Official Development Plan for the Denver Federal Center as a Site Specific Development Plan.

C. Pursuant to Section 17-18-7 of the Lakewood Zoning Ordinance, and based on the findings contained in this Agreement, in conjunction with the approval of such Site Specific Development Plan, GSA, St. Anthony Hospitals and RTD desire to enter into this Agreement to implement the provisions of Article 68 of Title 24, Colorado Revised Statutes, as amended, so that such Site Specific Development Plan shall be vested for a period of twenty-five (25) years.

D. The Parties to this Agreement agree with the findings, terms, and conditions contained in this Agreement.

ARTICLE 1

FINDINGS

1.1. The City Council hereby finds that:

a. The proposed development of the Denver Federal Center as more specifically described in the Denver Federal Center Official Development Plan will be phased over a number of years, and the timing of such development is dependent upon economic conditions, market conditions, and the ability of the Federal Government to complete the master planning and development processes in accordance with the mission of the Federal Government; and

b. The development of a transit-oriented development project in conjunction with the development of intermodal transit facilities by the RTD and the development of a new
medical hospital and related health care facilities by St. Anthony Hospitals will be of sufficient scope and size that phasing of such development will occur over a number of years.

1.2. Therefore, the City Council finds that vesting of the Denver Federal Center Official Development Plan for a period of twenty-five (25) years from the date of this Agreement is warranted in light of such circumstances.

ARTICLE 2
AGREEMENT

In consideration of the foregoing premises, the findings and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2.1. The City Council of the City of Lakewood has approved a Site Specific Development Plan for property known as the Denver Federal Center. The Site Specific Development Plan is the Denver Federal Center Official Development Plan approved by the City Council pursuant to Ordinance No. 0-2007-25.

2.2. Pursuant to Ordinance No. 0-2007-25 and this Agreement, for a period of twenty-five (25) years from the date of this Agreement, there is established a vested property right to develop the property described in the Denver Federal Center Official Development Plan in the manner set forth therein.

2.3. This Agreement is entered into in accordance with the provisions of Article 18 of the Lakewood Zoning Ordinance and Colorado Revised Statutes Article 68, Title 24, as amended.

[Signature Page Follows on Next Page]
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the day and year first above-stated.

Approved for Legal Sufficiency:
By: ____________________________
Leigh Ann Bunetta
Regional Counsel
General Services Administration
Rocky Mountain Region

Attest:
By: ____________________________
Margy Greer
City Clerk

Approval:
By: ____________________________
Rebecca P. Clark
Director of Community Planning and Development

By: ____________________________
Lawrence R. Dorr
Director of Finance

Approved as to Form:
By: ____________________________
Paul F. Kennebeck
Interim City Attorney
ST. ANTHONY HOSPITALS:  
CATHOLIC HEALTH INITIATIVES  
COLORADO  

By: ____________________________  
Name: ____________________________  
Title: ____________________________

RTD:  
REGIONAL TRANSPORTATION  
DISTRICT  

By: ____________________________  
Name: ____________________________  
Title: ____________________________
STATE OF TEXAS

COUNTY OF TARRANT

Acknowledged before me this ___ day of ____________, 2007 by Scott Armey, Acting Regional Administrator, General Services Administration, Rocky Mountain Region, on behalf of the United States of America.

Witness my hand and official seal.

[SEAL]

Notary Public

My Commission Expires:

STATE OF COLORADO

COUNTY OF JEFFERSON

Acknowledged before me this ___ day of ____________, 2007 by Michael J. Rock, City Manager of the City of Lakewood, Colorado.

Witness my hand and official seal.

[SEAL]

Notary Public

My Commission Expires:

STATE OF ____________

COUNTY OF ____________

Acknowledged before me this ___ day of ____________, 2007 by _______________________________ as __________________________ of Catholic Health Initiatives Colorado, a Colorado non-profit corporation.

Witness my hand and official seal.

[SEAL]

Notary Public

My Commission Expires:
STATE OF _____________ )
COUNTY OF _____________ ) ss.

Acknowledged before me this ___ day of _____________, 2007 by _____
as ___________________________ of the Regional Transportation
District, a special district within the State of Colorado.

Witness my hand and official seal.

[SEAL] __________________________
Notary Public

My Commission Expires: _____________
DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF LAKEWOOD, COLORADO,

THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH
THE ADMINISTRATOR OF GENERAL SERVICES,

CATHOLIC HEALTH INITIATIVES COLORADO,

AND

REGIONAL TRANSPORTATION DISTRICT

Dated: September 19, 2007
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into this 19th day of September, 2007, by and between the CITY OF LAKEWOOD, COLORADO, a municipal corporation and home rule city of the State of Colorado (hereinafter referred to as the “City”), the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives (hereinafter referred to as “GSA” or “Federal Government”), CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado non-profit corporation (hereinafter referred to as “St. Anthony Hospitals”), and the REGIONAL TRANSPORTATION DISTRICT, a special district within the State of Colorado (hereinafter referred to as “RTD”), collectively referred to herein as the “Parties” and each individually as a “Party.”

RECITALS

A. The City is a municipal corporation existing under its home rule charter and the laws of the State of Colorado.

B. Pursuant to Article 18 of the Lakewood Zoning Ordinance, the City Council has approved the Official Development Plan for the Denver Federal Center as a Site Specific Development Plan.

C. Pursuant to Section 17-18-7 of the Lakewood Zoning Ordinance, and based on the findings contained in this Agreement, in conjunction with the approval of such Site Specific Development Plan, GSA, St. Anthony Hospitals and RTD desire to enter into this Agreement to implement the provisions of Article 68 of Title 24, Colorado Revised Statutes, as amended, so that such Site Specific Development Plan shall be vested for a period of twenty-five (25) years.

D. The Parties to this Agreement agree with the findings, terms, and conditions contained in this Agreement.

ARTICLE 1
FINDINGS

Section 1.1. The City Council hereby finds that:

a. The proposed development of the Denver Federal Center as more specifically described in the Denver Federal Center Official Development Plan will be phased over a number of years, and the timing of such development is dependent upon economic conditions, market conditions, and the ability of the Federal Government to complete the master planning and development processes in accordance with the mission of the Federal Government; and

b. The development of a transit-oriented development project in conjunction with the development of intermodal transit facilities by the RTD and the development of a new
medical hospital and related health care facilities by St. Anthony Hospitals will be of sufficient scope and size that phasing of such development will occur over a number of years.

Section 1.2. Therefore, the City Council finds that vesting of the Denver Federal Center Official Development Plan for a period of twenty-five (25) years from the date of this Agreement is warranted in light of such circumstances.

ARTICLE 2
AGREEMENT

In consideration of the foregoing premises, the findings and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 2.1. The City Council of the City of Lakewood has approved a Site Specific Development Plan for property known as the Denver Federal Center. The Site Specific Development Plan is the Denver Federal Center Official Development Plan approved by the City Council pursuant to Ordinance No. O-2007-24.

Section 2.2. Pursuant to Ordinance No. O-2007-25 and this Agreement, for a period of twenty-five (25) years from the date of this Agreement, there is established a vested property right to develop the property described in the Denver Federal Center Official Development Plan in the manner set forth therein.

Section 2.3. This Agreement is entered into in accordance with the provisions of Article 18 of the Lakewood Zoning Ordinance and Colorado Revised Statutes Article 68, Title 24, as amended.

[Signature Page Follows on Next Page]
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the day and year first above-stated.

Approved for Legal Sufficiency:
By: Leigh Ann Bunetta
Leigh Ann Bunetta
Regional Counsel
General Services Administration
Rocky Mountain Region

By: Leslie Plomondon
Leslie Plomondon
Regional Administrator
General Services Administration
Rocky Mountain Region

UNITED STATES OF AMERICA,
acting by and through the Administrator of
General Services

By: Rebecca P. Clark
Rebecca P. Clark
Director of Community Planning and Development

CITY OF LAKEWOOD, COLORADO

By: Margy Greer
Margy Greer
City Clerk

By: Lawrence R. Dorr
Lawrence R. Dorr
Director of Finance

Attest:

By: Michael J. Rock
City Manager

Approval:

By: City Attorney’s Office
ST. ANTHONY HOSPITALS:
CATHOLIC HEALTH INITIATIVES
COLORADO

By: Gregory BurFitt
Name: Gregory BurFitt
Title: President

RTD:
REGIONAL TRANSPORTATION DISTRICT

By: Cecilia Marsella
Name: Cecilia Marsella
Title: RTD GM/CEO
STATE OF COLORADO  )
COUNTY OF JEFFERSON  ) ss.

Acknowledged before me this 17 day of September, 2007 by Leslie Plomondon, Regional Administrator, General Services Administration, Rocky Mountain Region, on behalf of the United States of America.

Witness my hand and official seal.

[SEAL]  
My Commission Expires: 10/31/09

STATE OF COLORADO  )
COUNTY OF JEFFERSON  ) ss.

Acknowledged before me this 19th day of September, 2007 by Michael J. Rock, City Manager of the City of Lakewood, Colorado.

Witness my hand and official seal.

[SEAL]
My Commission Expires: 12/3/2010

STATE OF Colorado  )
City and  ) ss.
COUNTY OF Denver  )

Acknowledged before me this 19th day of Sept., 2007 by Gregory Burfitt as President of Catholic Health Initiatives Colorado, a Colorado non-profit corporation.

Witness my hand and official seal.

[SEAL]  

ROBIN D. HEDGEPETH  
Notary Public, STATE OF COLORADO

STATE OF Colorado )
City of ) ss.
COUNTY OF Denver )

Acknowledged before me this 19th day of Sept., 2007 by Clarence W. Marsella as GNTCEO of the Regional Transportation District, a special district within the State of Colorado.

Witness my hand and official seal:

[SEAL]

Robin D. Hedgpeth
Notary Public

DENVER FEDERAL CENTER SUBDIVISION FILING NO. 1

SITUATED IN THE EAST ONE-HALF OF SECTION 8 AND THE WEST ONE-HALF OF SECTION 9,
TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN.
CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO

FINAL PLAT
SHEET 3 OF 3

SOUTH QUARTER CORNER, SECTION 9

FOUR MONUMENTS ARE SET SOUTH A 0.12 WEST OF PROPERTY CORNER

UNPLATTED (BK. 437, PG. 537)

A=2415'45" FWND MONUMENT IS

FOUND UNPLATTED 0.02' NORTH & 0.10' EAST OF PROPERTY CORNER

CHB-S11114" PROPERTY CORNER SHEET 3 OF 3

CONTAINS 1.002,677 SQUARE FEET OF 23.018 ACRES. MORE OR LESS

THE PROPERTY IS LOCATED AS SHOWN ON SHEET 3 OF 3, REC. NO. 9113991

RECESSION NO. 2007/08299
QUITCLAIM DEED

THIS DEED IS BEING RE-RECORDED
BECAUSE THE NOTARY DID NOT SIGN
THE ACKNOWLEDGMENT PRIOR TO THE
INITIAL RECORDING OF THE DEED.

KNOW ALL BY THESE PRESENTS:

STATE OF COLORADO
COUNTY OF JEFFERSON

THIS QUITCLAIM DEED is made as of this 19th day of September, 2007, by and between the
UNITED STATES OF AMERICA (hereinafter sometimes referred to as “Grantor,” “Government” or
"United States"), acting by and through the Administrator of General Services and its authorized
representatives (“GSA”), under and pursuant to authority of 40 U.S.C. § 545(b)(8), and rules, orders and
regulations issued pursuant thereto, and the CITY OF LAKEWOOD, COLORADO, a home rule Municipal
Corporation organized under its home rule charter and the Constitution of the State of Colorado, with
principal offices at 480 South Allison Parkway, Lakewood, Colorado (hereinafter referred to as “Grantee”
or "City"). The terms used to designate any of the parties herein shall include their respective
representatives, successors and assigns of said parties.

I. FEE ESTATE

Grantor, for and in consideration of: (1) Ten and no/100 Dollars ($10.00) and other good and valuable
consideration, the receipt of which is hereby acknowledged by Grantor; and (2) the specific agreements
hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all
reservations, restrictions, covenants, exceptions, notifications, terms, conditions, and agreements
hereinafter set forth in this Quitclaim Deed, does hereby remise, release, sell, and forever quitclaim to
Grantee, its successors and assigns, subject and pursuant to the reservations, restrictions, covenants,
exceptions, notifications, terms, conditions, and agreements hereinafter set forth, all right, title, interest,
claim, and demand Grantor has in fee simple, in and to the following real estate located in the City of
Lakewood, Jefferson County, Colorado (hereinafter collectively referred to as the “Property” or “Parcel A”
or “Parcel B” or both), and described in detail as follows:

Legal Description – Parcel A

Lot 1, Block 1, and Tract A,
DENVER FEDERAL CENTER SUBDIVISION FILING NO. 1
City of Lakewood
County of Jefferson
State of Colorado

Formerly known as:

A parcel of land, located in the West One-Half of Section 9 and in the East One-Half (E%) of the East
One-Half (E%) of the East One-Half (E%) of Section 8, Township 4 South, Range 69 West of the Sixth
Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, described as follows:

Basis of Bearing: For the purpose of this description the bearings are based on the South line of the
Southwest One-Quarter of said Section 9 assumed to bear S 89°23'51" W, a distance of 2650.93 feet and
monumented by a found 3-1/4” aluminum cap in monument box, PLS.17669 with witness corners on the
East end and by a found 3-1/4” aluminum cap in monument box, marked "Engineering Surveys, Inc. PLS
"17669" on the West end.
Commencing at the Southeast corner of said Section 8;

Thence S 89°37'48" W along the South line of the Southeast One-Quarter of said Section 8, 662.79 feet to the Southwest corner of said E% E% E%;

Thence N 00°00'22" W along the West line of said E% E% E%, 2537.86 feet to a point that is 96.67 feet South along said West line from the South line of the Northeast One-Quarter (NE%) of said Section 8, and the Point of Beginning;

Thence continuing N 00°00'22" W along said West line, 96.67 feet to the South line said NE%;

Thence N 00°00'26" W along the West line of the E% E% E% of said NE%, 610.37 feet;

Thence N 89°59'48" E, 964.14 feet;

Thence S 00°00'12" E, 692.07 feet;

Thence S 89°06'26" W, 964.21 feet, to the Point of Beginning.

The above Parcel contains an area of 15.4833 acres, more or less.

**Legal Description – Parcel B**

Lot 1, Block 2, and Tract B,
DENVER FEDERAL CENTER SUBDIVISION FILING NO. 1
City of Lakewood
County of Jefferson
State of Colorado

Formerly known as:

A parcel of land, located in the West One-Half of Section 9 and in the East One-Half (E%) of the East One-Half (E%) of the East One-Half (E%) of Section 8, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, described as follows:

Basis of Bearing: For the purpose of this description the bearings are based on the South line of the Southwest One-Quarter of said Section 9 assumed to bear S 89°23'51" W, a distance of 2650.93 feet and monumented by a found 3-1/4" aluminum cap in monument box, PLS 17669 with witness corners on the East end and by a found 3-1/4" aluminum cap in monument box, marked "Engineering Surveys, Inc. PLS 17669" on the West end.

Commencing at the Southwest corner of said Section 9:

Thence S 89°37'48" W along the South line of said E% E% E% of said Section 8, 662.79 feet to the Southwest corner of said E% E% E%;

Thence N 00°00'22" W along the West line of said E% E% E%, 1316.84 feet to the Point of Beginning;

Thence continuing N 00°00'22" W along said West line, 1221.02 feet, to a point that is 96.67 feet southerly along said West line from the North line of the Southeast One-Quarter of said Section 8;

Thence N 89°06'26" E, 964.21 feet;
Thence S 00°00'12" E, 842.68 feet to a point of curvature;

Thence along the arc of a curve to the right having a radius of 587.25 feet, a central angle of 32°02'16" (the long chord of which bears S 16°00'56" W, a chord length of 324.11 feet), 328.37 feet to a point of tangency;

Thence S 32°02'04" W along said tangent, 96.49 feet;

Thence S 89°59'49" W, 823.41 feet, more or less, to the Point of Beginning.

The above described Parcel contains an area of 26.7670 acres, more or less.

TO HAVE AND TO HOLD the Property, together with all improvements, hereditaments, appurtenances therein, and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject to all reservations, restrictions, covenants, exceptions, notifications, terms, conditions, and agreements hereinafter set forth, either in law or in equity, for the use, benefit and on behalf of Grantee, its successors and assigns, forever.

II. SPECIFIC RESERVATIONS IN FAVOR OF GRANTOR

This Quitclaim Deed conveying the Property is expressly made subject to the following specific reservations of easements in favor of Grantor and its assigns:

A. SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, a non-exclusive permanent right-of-way easement (the "Center Avenue Easement") affecting those portions of the Property described in Exhibit A, which is hereby incorporated and made a part hereof.

1. Purpose – Vehicular and Pedestrian Access: The purpose of the Center Avenue Easement is to provide vehicular and pedestrian access, ingress, and egress in, over and through West 2nd Place to the Property and the Denver Federal Center (the "DFC"). A true and correct copy of the legal description of the Center Avenue Easement is attached hereto as Exhibit A, which is hereby incorporated and made a part hereof.

2. Improvements – Construction by City: The City, or other utility providers or designees of the City with the prior consent of the City, shall have the right to construct, install, maintain, and replace an all-weather-surface road within the Center Avenue Easement and to construct culverts, bridges, drainage ditches, water lines and sewer facilities, electrical, telecommunications and cable lines, and similar or related utilities and facilities under or across any portion of the Center Avenue Easement (collectively, the "Center Avenue Easement Facilities"). All matters concerning the design, construction, installation, maintenance, replacement, and removal of the Center Avenue Easement Facilities shall be performed in accordance with all applicable requirements of the City. Any improvement of any nature on the Center Avenue Easement or for the benefit of the underlying fee owner will be at no additional cost to the Government. Any permanent change in the design of the Center Avenue Easement Facilities that materially adversely affects the Government's access to the DFC through the Center Avenue Easement shall require prior written approval of GSA, which approval may be granted or denied in GSA's sole discretion.

3. Maintenance – City's Duties and Government's Rights: The City shall be responsible for the costs to maintain, operate and repair the Center Avenue
Easement Facilities in accordance with all applicable ordinances, rules, and regulations of the City. The Government shall only be responsible for damage or destruction to the Center Avenue Easement Facilities caused by the Government, its agents, contractors, or employees, to the extent allowed by Federal law. In the event immediate maintenance or repairs are required for the Center Avenue Easement Facilities to prevent a hazardous situation and the City has failed to respond in a timely manner following notice from GSA, the Government may cause the required emergency maintenance or repairs to be performed and completed by the Government, and the City, subject to an appropriation, shall reimburse the Government for all contracting costs incurred by the Government in performing such maintenance or repairs.

4. **Improvements – No Government Responsibility:** The City shall construct and maintain the Center Avenue Easement Facilities in accordance with the minimum standards of the City. Nothing contained herein shall ever be construed to place upon the Government any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct, or negligence of the City in connection with or arising out of the construction, maintenance or use of the Center Avenue Easement Facilities.

B. **SAVE AND EXCEPT,** and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, a non-exclusive permanent right-of-way easement (the “Routt Street Easement”) affecting those portions of the Property described in Exhibit A, which is hereby incorporated and made a part hereof.

1. **Purpose – Vehicular and Pedestrian Access:** The purpose of the Routt Street Easement is to provide vehicular and pedestrian access, ingress, and egress over and through West Alameda Avenue to the Property and the DFC. A true and correct copy of the description of the Routt Street Easement is attached hereto as Exhibit A, which is hereby incorporated and made a part hereof.

2. **Improvements – Construction by City:** The City, or other utility providers or designees of the City with the prior consent of the City, shall have the right to construct, install, maintain, and replace an all-weather-surface road within the Routt Street Easement and to construct culverts, bridges, drainage ditches, water lines and sewer facilities, electrical, telecommunications and cable lines, and similar or related utilities and facilities under or across any portion of the Routt Street Easement (collectively, the “Routt Street Easement Facilities”). All matters concerning the design, construction, installation, maintenance, replacement, and removal of the Routt Street Easement Facilities shall be performed in accordance with all applicable requirements of the City. Any improvement of any nature on the Routt Street Easement or for the benefit of the underlying fee owner will be at no additional cost to the Government. Any permanent change in the design of the Routt Street Easement Facilities that materially adversely affects the Government’s access to the DFC through the Routt Street Easement shall require prior written approval of GSA, which approval may be granted or denied in GSA’s sole discretion.

3. **Maintenance – City’s Duties and Government’s Rights:** The City shall be responsible for the costs to maintain, operate and repair the Routt Street Easement Facilities in accordance with all applicable ordinances, rules, and regulations of the City. The Government shall only be responsible for damage or destruction to the Routt Street Easement Facilities caused by the Government, its agents, contractors, or employees, to the extent allowed by Federal law. In the event immediate maintenance or repairs are required for the Routt Street Easement Facilities to prevent a hazardous situation and the City has failed to
respond in a timely manner following notice from GSA, the Government may cause the required emergency maintenance or repairs to be performed and completed by the Government, and the City, subject to an appropriation, shall reimburse the Government for all contracting costs incurred by the Government in performing such maintenance or repairs.

4. **Improvements -- No Government Responsibility:** The City shall construct and maintain the Routt Street Easement Facilities in accordance with the minimum standards of the City. Nothing contained herein shall ever be construed to place upon the Government any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct or negligence of the City in connection with or arising out of the construction, maintenance or use of the Routt Street Easement Facilities.

5. **Government Constructed Improvements:** In addition, at the sole option and discretion of the Government, the City agrees to permit the Government, at the Government's sole cost, to construct, maintain, operate and repair access cuts onto Routt Street from the adjoining Government lands east of Routt Street and north of Alameda Avenue in accordance with the minimum standards of the City existing as of the date of such construction, maintenance, operation, or repair of the access.

III. CERCLA NOTICES, AGREEMENTS, COVENANTS, AND RESERVATIONS

A. **Notice Regarding Hazardous Substance Activity.** Pursuant to 40 C.F.R. § 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9620(h)(3)(A)(i), and based upon a complete search of agency files, the Government gives notice that Exhibit B, attached hereto and incorporated-herein by reference, contains a true and correct list of all Hazardous Substances that have been Released, disposed of or stored for one year or more on the Property. The term "Hazardous Substance" has the same meaning as is defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14). The term "Release" shall have the same meaning as set forth in Section 101(22) of CERCLA (42 U.S.C. § 9601(22)).

B. **Covenants.**

1. **CERCLA Covenant.** Pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii), the Government hereby covenants and warrants that all remedial action necessary to protect human health and the environment has been taken before the date of the conveyance of the Property. The Government covenants that it shall take any additional remedial action found to be necessary after the date of the conveyance regarding any Hazardous Substance located on the Property on the date of the conveyance. This covenant shall not apply:

   a) in any case in which Grantee, its successors or assigns, or any successor-in-interest to all or any portion of the Property is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this Quitclaim Deed; OR

   b) to the extent that such additional action or part thereof found to be necessary is the result of an act, or failure to act where there is an affirmative duty to act, of Grantee, its successors or assigns, or any party-in-possession after the date of this Quitclaim Deed that either:
(1) results in a Release or threatened Release of a Hazardous Substance that was not located on the Property on the date of this Quitclaim Deed; OR

(2) causes or exacerbates the Release or threatened Release of a Hazardous Substance the existence and location of which was known and identified to Grantee as of the date of this Quitclaim Deed; OR

(3) in the case of a Hazardous Substance previously unknown by Grantor and Grantee as of the date of this Quitclaim Deed but that is thereafter discovered by Grantee, its successors or assigns, or any party-in-possession and where, after such discovery, Grantee, its successors or assigns, or any party-in-possession thereafter causes or exacerbates a Release or threatened Release of such Hazardous Substance.

2. **Petroleum Covenant.** The Government will take any necessary Response, as defined in Section III.C, below, to the discovery of a Release or threat of Release of Petroleum to the extent such Release or threat of Release is on or from the Property, and is attributable to the ownership or operation of the Property by the Government, or its officers, employees, agents, representatives, or contractors, but only to the extent required by law. The term "Petroleum" shall mean petroleum, including crude oil or any fraction thereof that is not otherwise listed or designated as a Hazardous Substance, petroleum products, by-products and wastes, and by-products associated with the extraction, refining, or use of petroleum or petroleum products.

C. **Notice of Claim.** In the event Grantee, its successors or assigns, or any successor-in-interest to all or any portion of the Property, as applicable, seeks to have the Government conduct any additional Response pursuant to the CERCLA covenant or the Petroleum covenant (as provided above in Sections III.B.1 and III.B.2, respectively, of this Quitclaim Deed), Grantee, its successors or assigns, or any successor-in-interest to all or any portion of the Property, as applicable, shall provide the Government written notice within forty-five (45) calendar days of when such event becomes known to the party-in-possession of all or any portion of the Property, as applicable. Such notice shall include, to the extent known, a description of the type, amount, location and cause of the alleged Release or threat of Release of the Hazardous Substance or Petroleum involved, and the Response, if any, undertaken by Grantee, its successors or assigns, or any successor-in-interest to all or any portion of the Property, as applicable. The term "Response" shall have the same meaning as set forth in Section 101(25) of CERCLA (42 U.S.C. § 9601(25)); provided, however, that any Response shall be consistent with a permanent remedy.

D. **Access.** Pursuant to 42 U.S.C. § 9620(h)(3)(A)(iii), the Government reserves for itself, and its officers, agents, employees, and contractors, a grant of access to and entry upon all portions of the Property for environmental investigation, remedial, or other corrective action. This reservation includes, at no cost to the Government, the grant of access to the Property, and use of available utilities at reasonable cost to the Government. These rights shall be exercisable in any case in which a remedial or other corrective action by the Government is found to be necessary after the date of the conveyance, or in which access is necessary to carry out remedial or other corrective action on adjoining property as a result of a Release or threat of Release on the Property or adjoining property. Pursuant to this reservation, the Government, and its officers, agents, employees, and contractors, shall have the right (upon reasonable advance written notice to the record...
title owner) to enter upon the Property and conduct investigations and surveys, which may include drilling, test-pitting, borings, data and records compilation, and other activities related to environmental investigation, as needed, and to carry out remedial or other corrective action as required or necessary, including, but not limited to, the installation and operation of monitoring wells, pumping wells and treatment facilities. Any such entry, and associated activities, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants of the Property and minimizes intrusion and damage to the Property and any improvements thereon. The Government agrees to complete any necessary remedial or other corrective action affecting the Property only to the extent required by and in accordance with applicable Environmental Laws, subject to available funding. For purposes of this Quitclaim Deed, the term "Environmental Laws" shall mean any and all federal, state or local laws, statutes, rules, regulations, ordinances, codes, judicial and administrative orders, consents, decrees, writs, injunctions, and judgments concerning or relating to, pollution, the use, generation, manufacture, storage, Release, discharge, or disposal of Hazardous Substances or the protection of the environment, public health, welfare and safety (including occupational safety and health). Notwithstanding the foregoing, nothing contained in this grant of access shall be construed to limit or prohibit Grantee, its successors and assigns, or any successor-in-interest to all or any portion of the Property, as applicable, from seeking appropriate legal recourse from the Government, in the event that any remedial or other corrective action results in a Government taking of any portion of or injury to the Property arising under federal or applicable state law. The Government also reserves for itself, and its officers, agents, employees, and contractors, the same grant of access to and entry upon all portions of the Property for purposes of conducting any necessary Response pursuant to the Petroleum covenant described in Section 111.8.2, above, of this Quitclaim Deed.

E. **Non-Interference.** Grantee covenants and agrees for itself, its successors and assigns, and every successor-in-interest to all or any portion of the Property, that any party occupying any portion of the Property shall not interfere, hinder or prevent the Government, and its officers, agents, employees, and contractors, in conducting any necessary environmental investigations, Response, other corrective action, monitoring, or oversight activity undertaken on the Property or adjoining property in accordance with Section III.D, above, of this Quitclaim Deed. Grantee, its successors and assigns, and every successor-in-interest to all or any portion of the Property, shall be responsible for such compliance only during the time of their respective ownership or possession of the Property and shall not be liable for non-compliance by any other party at any other time.

IV. **ADDITIONAL ENVIRONMENTAL NOTICES AND COVENANTS**

A. **Notice of Pesticides Application.**

Grantee is hereby notified as follows:

1. pesticides applied in the management of the Property may be found on the Property;

2. the Government knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq. ("FIFRA"), its implementing regulations, and according to the labeling provided with such substances; and

3. the Government believes that, in accordance with the applicable provisions of CERCLA, such application of pesticides is not a Release, but instead is a consumer product in consumer use (42 U.S.C. § 9601(9)), and is application of a
pesticide product registered under FIFRA for which recovery of Response costs is not allowed (42 U.S.C. § 9607(i)).

B. Notice that Portions of the Property Contain Certain Structures that May Contain Asbestos – WARNING!

1. Grantee is hereby informed and does hereby acknowledge that certain structures, whether located on or below the surface, covering portions of the Property may contain asbestos containing materials ("ACM"). Those structures are the foundations of buildings previously located on the Property, remnants of such foundations, and underground utility structures (for example, water, gas and steam pipes). Those foundations, remnants of foundations, and utility structures are collectively referred to in this Quitclaim Deed as “ACM Structures.” The term ACM Structures does not include soil or other environmental media contaminated with asbestos or ACM as a result of a Release of asbestos (including, without limitation, asbestos or ACM debris resulting from the installation, remodeling, renovation, restoration, removal, or demolition of buildings or other structures), which contamination was attributable to the conduct of the Government, or its officers, employees, agents, representatives, or contractors, and was present on the Property as of the date of this Quitclaim Deed.

2. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration ("OSHA") and the U.S. Environmental Protection Agency ("EPA") regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined such exposure increases the risk of asbestos-related diseases, which include certain cancers that can result in disability or death.

3. Grantee, on behalf of itself and its successors and assigns, to the extent allowable by law, releases, discharges, and covenants not to sue the Government, its officers and employees (in both their official and individual capacities), from and for any and all claims or causes of action Grantee may have as of the date of this Quitclaim Deed for the Property, or in the future, for costs incurred or to be incurred as part of the remediation, removal, or abatement of such ACM Structures by Grantee, or its successors and assigns. Grantee further agrees to include the following covenant in any subsequent lease, deed or other instrument of conveyance from the City of or for all or any portion of the Property:

Grantee further covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property hereby conveyed, or any part thereof, to the extent allowable by law, to release, discharge and covenant not to sue the Government, its officers and employees (in both their official and individual capacities), from and for any and all claims or causes of action arising from or in any way related to the remediation, removal, or abatement of the ACM Structures, which covenant shall run with the land and be included in any and all future leases, deeds or other instruments of conveyance of or for all or any portion of the Property.

4. Grantee was invited, urged and cautioned by Grantor to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. Grantee acknowledges that it was given a reasonable opportunity to inspect the Property to verify the presence of and
assess the risk, if any, from ACM. The Government represents that it has provided to the City all of the reports, data, assessments, evaluations or other documents or materials that GSA has in its possession or control regarding the presence or possible presence of asbestos or ACM on the Property (including, without limitation, those materials concerning ACM).

5. The description of the Property, and any other information provided with respect to the Property, is based on the best information available to GSA, which it believes to be correct, but any error or omission, including, but not limited to, the omission of any information available to the agency having custody of the Property or any other Federal agency, shall not constitute grounds or reasons for any claim by Grantee, on behalf of itself or its successors and assigns, to the extent allowable by law, against the Government for any allowance, refund, adjustment, or reduction from the purchase price.

6. Except for the express representations and warranties contained in this Quitclaim Deed, no representations or warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. Grantee, for itself and its successors and assigns, and every successor-in-interest to all or any portion of the Property, acknowledges that the Government has made no other representations or warranties concerning the condition and state of repair of the Property.

7. The Government asserts that it assumes no liability for damages for personal injury, illness, disability, or death to any employee, agent, contractor, or subcontractor of Grantee, or to Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's or its successors' or assigns' or any party-in-possession's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, by Grantee, its successors or assigns, or by any employee, agent, invitee, contractor, or subcontractor of Grantee, or any other person subject to Grantee's or its successors' or assigns' or any party-in-possession's control or direction, whether Grantee, its successors or assigns, or any party-in-possession has or have warned properly or failed to warn properly the individual(s) injured. Grantee covenants and agrees to include the following provision in any subsequent lease, deed or other instrument of conveyance from the City of or for all or any portion of the Property:

The Government asserts that it assumes no liability for damages for personal injury, illness, disability, or death to any employee, agent, contractor, or subcontractor of Grantee, or to Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's, or its successors' or assigns', or any party-in-possession's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property by Grantee, its successors or assigns, or by any employee, agent, invitee, contractor, or subcontractor of Grantee, or any other person subject to Grantee's or its successors' or assigns' or any party-in-possession's control or direction, whether Grantee, its successors or assigns, or any party-in-possession has or have warned properly or failed to warn properly the individual(s) injured. This provision shall be included in any and all future leases,
deeds or other instruments of conveyance of or for all or any portion of the Property.

8. Grantee, its successors or assigns, or any party-in-possession that develops all or any portion of the Property, shall be responsible for complying with all Environmental Laws applicable to the disturbance, removal or disposal of ACM Structures. Grantee, its successors and assigns, and any party-in-possession, shall be responsible for such compliance only during the time of their respective ownership or possession of the Property and shall not be liable for the non-compliance by any other party at any other time.

C. **Indemnity.** The City agrees to include the following covenant in any lease, deed or other instrument of conveyance from the City of or for all or any portion of the Property:

[Grantee] further covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property hereby conveyed, or any part thereof, to the extent allowable by law, to indemnify, protect, defend, and hold harmless, the United States of America, and its employees, officers, representatives, attorneys, contractors, subcontractors, and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs, and expenses (including, without limitation, attorney fees and expenses and court costs) in any way relating to, connected with, or arising out of the Release, remedial investigations, Response, remedial actions, corrective actions, or oversight activities concerning any Hazardous Substance(s) or Petroleum product(s) or their derivatives, at, on, or from the Property after the date of the conveyance in which: (1) [Grantee], its successors or assigns or any party-in-possession of all or any part of the Property is a potentially responsible party as described in CERCLA with respect to the Property; and (2) any Response required, or part thereof, is the result of any act or failure to act of [Grantee], its successors or assigns or any party-in-possession, that causes, results in or exacerbates a Release of Hazardous Substances after the date of the conveyance. Such indemnification obligation shall be limited to the owner or lessee of such portion of the Property at the time the event occurs that gives rise to the indemnity obligation. This covenant shall run with the land and be included in any and all future leases, deeds or other instruments of conveyance of or for all or any portion of the Property.

D. **Government Obligations Under Section 120.** Except as otherwise expressly provided for in Sections IV.B.3 and IV.B.8 of this Quitclaim Deed regarding the cleanup of ACM Structures, nothing contained in this Quitclaim Deed relieves or is intended to relieve the Government of its obligations pursuant to Section 120(h) of CERCLA.

E. **Notice of Wetlands.** Grantee is hereby notified that portions of Parcel B contain wetlands. Grantee, for itself and its successors and assigns, acknowledges that development of the above-described Property may be subject to all applicable wetlands regulations and other applicable federal, state and local statutes, and ordinances relating to wetlands. To the extent required under Section 404 of the Federal Clean Water Act, 33 U.S.C. § 1344, Grantee, its successors and assigns, agree to obtain prior authorization from the United States Army Corps of Engineers before engaging in any ground disturbance activity that would adversely affect the extent, condition and function of a wetlands area.

V. **EXCESS PROFITS COVENANT FOR NEGOTIATED SALES TO PUBLIC BODIES**

A. This covenant shall run with the land for a period of three (3) years from the date of conveyance with respect to the Property described herein. If, at any time within a 3-year
period from the date of transfer of title by Grantor, Grantee, or its successors or assigns, shall sell or enter into agreements to sell the Property, either in a single transaction or in a series of transactions, Grantee covenants and agrees that all proceeds received or to be received in excess of Grantee’s or a subsequent seller’s actual allowable costs will be remitted to Grantor. In the event of a sale of less than the entire Property, actual allowable costs will be apportioned to the Property based on a fair and reasonable determination by Grantor.

B. For purposes of this covenant, Grantee’s or a subsequent seller’s allowable costs shall include the following:

1. The purchase price of the real property;
2. The direct costs actually incurred and paid for improvements that serve only the Property, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading, and other site or public improvements;
3. The direct costs actually incurred and paid for design and engineering services with respect to the improvements described in Subsection V.B.2, above; and
4. The finance charges actually incurred and paid in conjunction with loans obtained to meet any of the allowable costs enumerated above.

C. None of the allowable costs described in Subsection V.B, above, will be deductible if defrayed by Federal grants or if used as matching funds to secure Federal grants.

D. To verify compliance with the terms and conditions of this covenant, Grantee, or its successors or assigns, shall submit an annual report for each of the subsequent three (3) years to Grantor on the anniversary date of the conveyance. Each report will identify the Property involved in this transaction and will contain such of the following items of information as are applicable at the time of submission:

1. A statement indicating whether or not a resale has been made;
2. A description of each portion of the Property that has been resold;
3. The sale price of each such resold portion;
4. The identity of each purchaser;
5. The proposed land use; and
6. Any enumeration of any allowable costs incurred and paid that would offset any realized profit.

E. Grantor may monitor the Property and inspect records related thereto to ensure compliance with the terms and conditions of this covenant and may take any actions that it deems reasonable and prudent to recover any excess profits realized through the resale of the Property.
VI. MISCELLANEOUS EXCEPTIONS TO TITLE

This Quitclaim Deed conveying the Property is expressly made and subject to the following matters affecting title to the Property, to the extent and only to the extent the same are valid and subsisting and affect the Property:

A. All existing licenses, permits, easements and rights-of-way for streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said Property, whether or not of record.

B. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas, and/or minerals, whether or not of record.

C. All other existing interests reserved by any Grantor(s) in the chain of title unto said Grantor(s), their respective successors and assigns, that affect any portion of the Property interest(s) hereinabove described, whether or not of record.

D. Any survey discrepancies, conflicts, or shortages in area boundary lines, or any encroachments, or protrusions, or any overlapping of improvements that may affect the subject Property.

E. Existing zoning ordinances and resolutions, official development plans, annexation agreements, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

VII. MISCELLANEOUS COVENANTS AND AGREEMENTS OF GRANTEE

Grantee covenants for itself, its successors and assigns, and every successor-in-interest to all or any portion of the Property herein described, that it shall abide by each of the following additional covenants, each of which will be covenants running with the land. In addition, the Government shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the vicinity of the Property hereby conveyed, and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the Government shall have no affirmative duty to any successor-in-title to this conveyance to enforce any of the following covenants herein agreed:

A. All restrictive covenants or other burdens or encumbrances of record affecting the subject Property.

B. Upon conveyance of this Quitclaim Deed to a non-federal entity, the Property will become subject to all applicable laws, ordinances, and regulations, which may not have applied while title remained in the Government, including building or zoning ordinances and post conveyance taxes that were previously not in effect. In addition, the Property remains subject to any reservations made by the United States contained in the patents issued that pertain to the subject Property.

C. Except for the express representations contained in this Quitclaim Deed, the Property is conveyed "As is" and "Where is," without any representation or warranty on the part of Grantor to make any alterations, repairs or additions. Grantee, for itself and its successors and assigns, further acknowledges that Grantor has made no other representations or warranties concerning the condition and state of repair of the Property.
D. Grantee shall be responsible for compliance with the terms, conditions, covenants and
agreements contained in this Quitclaim Deed only during the time of its ownership or
possession of the Property and shall not be or thereafter become liable for any
subsequent non-compliance of such terms, conditions, covenants, and agreements
contained in this Quitclaim Deed by any of Grantee’s successors or assigns, or any
successor-in-interest to the Property. In addition, all the terms, conditions, covenants,
and agreements contained in this Quitclaim Deed shall be valid and binding on Grantee’s
successors and assigns, and every successor-in-interest to the Property, only to the
extent permitted by law.

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been
determined to be surplus for disposal pursuant to Chapter 5 of Subtitle I of Title 40 of the United States
Code, as amended, and applicable rules, orders and regulations.

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.

[Signatures on following pages]
IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this 14th day of September, 2007.

UNITED STATES OF AMERICA,
acting by and through the Administrator of General Services

By: ______________
   JAMES L. FERRACCI
   Director
   Real Property Disposal
   Greater Southwest Region
   General Services Administration

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared JAMES L. FERRACCI, known to me to be the person whose name is subscribed to the foregoing Quitclaim Deed, and known to me to be the Director, Real Property Disposal, Greater Southwest Region, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this 14th day of September, 2007.

[Signature]
Notary Public, State of Texas
Print Name:__
My Commission expires: ____________
[Stamp]
ACCEPTANCE

The City of Lakewood, Colorado does hereby accept the foregoing Quitclaim Deed and by such acceptance agrees to all the terms, conditions and provisions thereof.

By: [Signature]
MICHAEL J. ROCK
City Manager

STATE OF COLORADO )
City of Denver ) ss.
COUNTY OF JEFFERSON )

Acknowledged before me this 19th day of Sept., 2007, by Michael J. Rock, City Manager for the City of Lakewood, Colorado.

Witness my hand and official seal.

[Signature]
Robin D. Hedgepeth
Notary Public, State of Colorado
Print Name: Robin D. Hedgepeth

My commission expires: 10-12-07
EXHIBIT A
Descriptions of Center Avenue and Routt Street Easements

Center Avenue Easement

A 70 FOOT WIDE PERMANENT RIGHT-OF-WAY EASEMENT LYING 35 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3¾" ALUMINUM CAP IN MONUMENT BOX, PLS 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3¾" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17669" ON THE WEST END.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE S89°37'30"W, A DISTANCE OF 662.77 FEET TO THE SOUTHWESTERLY CORNER OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 8;

THENCE N00°00'1 0"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 2537.86 FEET TO A POINT ON THE CENTERLINE OF WEST 2ND PLACE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°06'37"E, ALONG SAID CENTERLINE OF WEST 2ND PLACE, A DISTANCE OF 964.21 FEET TO THE POINT OF TERMINATION;

SAID EASEMENT CONTAINS 67,453 SQUARE FEET OR 1.549 ACRES, MORE OR LESS.

Routt Street Easement

The Routt Street Easement eastern boundary shall be contiguous with the eastern boundary of Parcel B and shall contain one north-bound lane and one south-bound lane for vehicular travel. A legal description will be prepared in connection with the Subdivision Plat for the City right-of-way for Routt Street and such legal description shall be the legal description for the Routt Street Easement.
EXHIBIT B

Hazardous Substance Activity on Parcel A and Parcel B
<table>
<thead>
<tr>
<th>Investigation Site</th>
<th>Feature Description</th>
<th>Media</th>
<th>Cas. No.</th>
<th>PARAMETER</th>
<th>Amount Found and Extent</th>
<th>Corrective Action (CA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10W00</td>
<td>Well GSA-90</td>
<td>GW</td>
<td>117-81-7</td>
<td>Bis(2-ethylhexyl)phthalate</td>
<td>This is a list of chemicals detected during the Phase 1 RFI, the Phase 2 RFI, or the CMWP Data Gap investigation in either groundwater or soil. No chemical was detected in groundwater that exceeds an unacceptable concentration from a risk standpoint or above established background.</td>
<td>Common lab contaminant, no CA.</td>
</tr>
<tr>
<td>10W01</td>
<td>Black area on air photos-potential coal.</td>
<td>Soil</td>
<td>7439-89-6</td>
<td>Iron</td>
<td>No CA required.</td>
<td>Secondary drinking water standard. No CA.</td>
</tr>
<tr>
<td>10W02</td>
<td>Soil mound from construction of Center Ave.</td>
<td>Soil</td>
<td>7439-89-6</td>
<td>Manganese</td>
<td>No CA required.</td>
<td>Secondary drinking water standard. No CA.</td>
</tr>
<tr>
<td>10W03</td>
<td>BLDG 202 DWRC sheep and horse shed, removed in 80's</td>
<td>Soil</td>
<td>7439-89-6</td>
<td>Iron</td>
<td>No CA required.</td>
<td>Secondary drinking water standard. No CA.</td>
</tr>
<tr>
<td>IA-17S</td>
<td>Well GSA-72</td>
<td>Soil</td>
<td>50-32-8</td>
<td>Benzene</td>
<td>Review of potential contamination locations with related sampling was performed with Colorado Dept. of Public Health and Environment and a determination of extent and areas that require remediation was determined. Documentation of this effort is found in the RTO Expansion Area, Phase II RCRA Facility Investigation (ECC 2006).</td>
<td>Concentration near background value, ground water not above standard, no CA required.</td>
</tr>
<tr>
<td>IA-17S</td>
<td>Well GSA-80</td>
<td>Soil</td>
<td>8001-35-2</td>
<td>Toxaphene</td>
<td>Surface to 0.5 feet, excavated and removed.</td>
<td>Concentration near background value, ground water not above standard, no CA required.</td>
</tr>
<tr>
<td>IA-17S</td>
<td>Well GSA-92</td>
<td>Soil</td>
<td>7439-92-1</td>
<td>Lead</td>
<td>Concentration near background value, ground water not above standard, no CA required.</td>
<td>Concentration near background value, ground water not above standard, no CA required.</td>
</tr>
<tr>
<td>1701</td>
<td>Bldg 106B, Landscape Contractor Office and surrounding area</td>
<td>Soil</td>
<td>50-32-8</td>
<td>Benzene</td>
<td>Excavated and removed.</td>
<td>The corrective action for this parcel was to remediate soil at sites 1701, 1702, 1706, 603, 613, and 614. A total of over 35,000 tons of chemically contaminated and asbestos containing soils have been removed from Investigative Area 17 S and 8 and disposed of at a landfill licensed to accept this material.</td>
</tr>
<tr>
<td>Investigation Site</td>
<td>Denver Federal Center (\text{C}^z) Pre RFI Feature Number</td>
<td>Feature Description</td>
<td>Media</td>
<td>Cas_No.</td>
<td>PARAMETER</td>
<td>Amount Found and Extent</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------------------------------------</td>
<td>-----------------</td>
<td>------</td>
<td>--------</td>
<td>-----------</td>
<td>------------------------</td>
</tr>
<tr>
<td>17SPL100F</td>
<td>AST ruptured - diesel spill</td>
<td></td>
<td></td>
<td>7439-89-6</td>
<td>Iron</td>
<td>Excavated and removed. The corrective action for this parcel was to Intermediated soil at sites 1701, 1702, 1706, 603, 613, and 614. A total of over 35,000 tons of chemically contaminated soils have been removed from Investigative Area 17S and disposed of at a landfill licensed to accept this material.</td>
</tr>
<tr>
<td>17DFC088JF</td>
<td>Bldg 88J, DOE Era, Former maintenance bldg.</td>
<td></td>
<td>56-55-3</td>
<td>Benzo(a)anthracene</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17DFC0111CC</td>
<td>Bldg 111C, DOE Era, Powder magazine, Recent lawn mower repair/storage bldg. and surrounding area</td>
<td></td>
<td>193-39-5</td>
<td>Indeno(1,2,3-cd)pyrene</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17DFC0111DC</td>
<td>Bldg 111D, DOE Era, Powder magazine, Recent lawn mower repair/storage bldg. and surrounding area</td>
<td>Soil</td>
<td>53-70-3</td>
<td>Dibenz(a,h)anthracene</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17DFC0111EC</td>
<td>Bldg 111E, DOE Era, Powder magazine, Recent lawn mower repair/storage bldg. and surrounding area</td>
<td>Soil</td>
<td>50-32-8</td>
<td>Benzo(a)pyrene</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17MND100DC</td>
<td>Fluorspar storage area and adjacent area.</td>
<td>Soil</td>
<td>7439-92-1</td>
<td>Lead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>601</td>
<td>Local drainage ditch</td>
<td>Soil</td>
<td>50-32-8</td>
<td>Benzo(a)pyrene</td>
<td></td>
<td></td>
</tr>
<tr>
<td>603</td>
<td>06DCF3001C</td>
<td></td>
<td>50-32-8</td>
<td>Benzo(a)pyrene</td>
<td></td>
<td></td>
</tr>
<tr>
<td>613</td>
<td>Bldg 87A - Former DOP Era Primer drying bunker and surrounding area</td>
<td>Soil</td>
<td>50-32-8</td>
<td>Benzo(a)pyrene</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06DCF087BC</td>
<td>Bldg 87 B - Former DOP Era Vacuum pump house. USGS storage of sealed radioactive geophysical sources, and surrounding area</td>
<td>Soil</td>
<td>53-70-3</td>
<td>Dibenz(a,h)anthracene</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06DCF087CF</td>
<td>Bldg 87C - Former DOP Era Primer drying bunker and surrounding area</td>
<td>Soil</td>
<td>50-32-8</td>
<td>Benzo(a)pyrene</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06SP1002C</td>
<td>Solar collection cells.</td>
<td></td>
<td>50-32-8</td>
<td>Benzo(a)pyrene</td>
<td></td>
<td></td>
</tr>
<tr>
<td>614</td>
<td>06TRS3002F</td>
<td>Transformer pad.</td>
<td>Soil</td>
<td>50-32-8</td>
<td>Benzo(a)pyrene</td>
<td></td>
</tr>
<tr>
<td>06TRS3001C</td>
<td>Transformer pad.</td>
<td>Soil</td>
<td>50-32-8</td>
<td>Benzo(a)pyrene</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Asbestos found in the soils in this area was not identified as to which specific type/mineral. The Cas No. for the asbestos minerals are as follows:

<table>
<thead>
<tr>
<th>Mineral</th>
<th>Cas No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphotile forms</td>
<td>1332-21-4</td>
</tr>
<tr>
<td>Crocidolite</td>
<td>12001-28-4</td>
</tr>
<tr>
<td>Actinolite</td>
<td>77536-68-4</td>
</tr>
<tr>
<td>Tremolite</td>
<td>77536-87-5</td>
</tr>
<tr>
<td>Amosite</td>
<td>12172-73-5</td>
</tr>
</tbody>
</table>


2 Final Report, RCRA (Phase I) Facility Investigation of the Denver Federal Center Northern RTD Expansion Area (Investigation Areas)IA North IA6, IA7, East IA8, West IA10N, North IA11, IA12N, and IA 17, and Quail Street Extension Alignment through IA1, South IA 6, and IA12S). ECC revised 2004.

3 Final Phase II RCRA Facility Investigation of the Denver Federal Center Northern RTD Expansion Area (Investigation Areas)IA North IA6, IA7, East IA8, West IA10N, North IA11, IA12N, and IA 17), ECC 2006

<table>
<thead>
<tr>
<th>Investigation Site</th>
<th>DFC Pre RFI Feature Number</th>
<th>Feature Description</th>
<th>Media</th>
<th>Cas_no</th>
<th>PARAMETER</th>
<th>Amount Found and Extent</th>
<th>Corrective Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>602</td>
<td>06ATF3001F</td>
<td>Above-ground test field</td>
<td>Soil</td>
<td>7440-38-2</td>
<td>Arsenic</td>
<td>This is a list of chemicals detected during the Phase 1 RFI, the Phase 5 RFI or the CMVP Data Gap Investigation in either groundwater or soil. No chemical detected in groundwater exceeds an acceptable level from risk standpoint or the established background for that chemical. For Investigation Sites 604, 605, 61N05, 606, 10W06, 10W07 and 12S01, some of the chemicals were detected were at a concentration that would pose a risk to human health through ingestion over a period of time. Any particular chemical may have been detected only once, or several times.</td>
<td>The corrective action for this parcel was to remediate soil at sites 604, 605, 61N05, 606 and 12S01. A total of nearly 37,000 tons of soil and debris were excavated and disposed of at licensed solid waste landfill in the Denver area. No hazardous waste was disposed as part of this action. All waste concentrations were at or below hazardous waste levels. Upon removal of the soils, GSA collected confirmation samples at each Investigation site. Based on these data the CDPHE issued a no future action (NFA) for this property.</td>
</tr>
<tr>
<td></td>
<td>06PT3001C</td>
<td>Plastic lined pit on west side of construction soil pile.</td>
<td>Soil</td>
<td>7439-89-6</td>
<td>Iron</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Various</td>
<td></td>
<td>Soil</td>
<td>Various Arsenic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Demoisled Bldgs: 64J, 64K, 84L, 84M &amp; Various</td>
<td>Remington Armory; primer mixing buildings.</td>
<td>Soil</td>
<td>7439-92-1</td>
<td>Lead</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>06SMP3001F</td>
<td>Sump located adjacent to former DCP Building 13A</td>
<td>Soil</td>
<td>50-32-8</td>
<td>Benzo(a)pyrene</td>
<td>Some of the list of chemicals that were detected were at a concentration that was below an acceptable background.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>06SMP3002F</td>
<td>Possible sump located adjacent to former DCP Building 13A</td>
<td>Soil</td>
<td>7439-89-6</td>
<td>Iron</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>06FN3001F</td>
<td>Unknown foundation east of DCP Building 14A</td>
<td>Soil</td>
<td>7439-92-1</td>
<td>Lead</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Various</td>
<td></td>
<td>Soil</td>
<td>Various Arsenic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>605, 81N05</td>
<td>Bldgs 84A, 90, 90B, 90C</td>
<td>Recent Use: office space, material storage, ammunition storage; DWCX: animal laboratories</td>
<td>GW</td>
<td>7440-41-7</td>
<td>Beryllium</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Demoisled Bldgs: 91, 92, 93, 93A, 93 B/C, 93D, 93E, 95A</td>
<td>Remington Armory: attendant slab, primer chemical distributor house, primer premix house; DWCX: animal laboratories</td>
<td>GW</td>
<td>7439-92-1</td>
<td>Lead</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>06BN20001C</td>
<td>Sump near DCP Building 811B</td>
<td>Soil</td>
<td>53-70-3</td>
<td>Dibenzo(a)anthracene</td>
<td>Some of the list of chemicals that were detected were at a concentration that was below an acceptable background.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>06SMP20001C</td>
<td>Sump near DCP Building 811B</td>
<td>Soil</td>
<td>60-67-1</td>
<td>Dieldrin</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>06SMP2002C</td>
<td>Sump near DCP Building 91A</td>
<td>Soil</td>
<td>7439-92-1</td>
<td>Lead</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>06SMP2003C</td>
<td>Sump near DCP Building 91A</td>
<td>Soil</td>
<td>7439-89-6</td>
<td>Iron</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Various</td>
<td></td>
<td>Soil</td>
<td>Various Arsenic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>606</td>
<td>06MND3002C</td>
<td>Soil pile associated with construction of USGS National Water Quality Laboratory.</td>
<td>GW</td>
<td>7440-38-2</td>
<td>Arsenic</td>
<td>Some of the list of chemicals that were detected were at a concentration that was below an acceptable background.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>06MND3003C</td>
<td>Soil and debris pit.</td>
<td>GW</td>
<td>50-32-8</td>
<td>Benzo(a)pyrene</td>
<td>Some of the list of chemicals that were detected were at a concentration that was below an acceptable background.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Various</td>
<td></td>
<td>GW</td>
<td>7439-92-1</td>
<td>Lead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10W04</td>
<td>10VMN0002C</td>
<td>Large soil mound.</td>
<td>GW</td>
<td>7440-38-2</td>
<td>Arsenic</td>
<td>Some of the list of chemicals that were detected were at a concentration that was below an acceptable background.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10WSTA3001C</td>
<td>Concrete-topped utility poles lined along Center Avenue.</td>
<td>GW</td>
<td>7439-89-6</td>
<td>Iron</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Various</td>
<td></td>
<td>GW</td>
<td>Various Arsenic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10W05</td>
<td>Bldgs 110D</td>
<td>Uncapturated, Unknown Line</td>
<td>GW</td>
<td>7440-38-2</td>
<td>Arsenic</td>
<td>Some of the list of chemicals that were detected were at a concentration that was below an acceptable background.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bump - Not id in Pre RFI</td>
<td>Sump near DCP Building 811B</td>
<td>GW</td>
<td>7439-89-6</td>
<td>Iron</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10W06</td>
<td>10WPL2002F</td>
<td>Unknown black area, possibly a sump or spill pit or from the power plant coal fire.</td>
<td>GW</td>
<td>7439-92-1</td>
<td>Lead</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10WAST0001C</td>
<td>Abandoned Empty metal tank (appears to be a former UST).</td>
<td>GW</td>
<td>7439-89-6</td>
<td>Iron</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Various</td>
<td></td>
<td>GW</td>
<td>Various Arsenic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10W07</td>
<td>10VMN00001C</td>
<td>Unknown vegetated mound.</td>
<td>GW</td>
<td>7439-92-1</td>
<td>Lead</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Various</td>
<td></td>
<td>GW</td>
<td>Various Arsenic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12S01</td>
<td>12SFLDF0001C</td>
<td>Landfill area with the potential for release of hazardous materials.</td>
<td>GW</td>
<td>7439-92-1</td>
<td>Lead</td>
<td>Some of the list of chemicals detected were at a concentration that was below an acceptable background.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GW 7440-38-2</td>
<td>Benzo(a)pyrene</td>
<td>GW</td>
<td>7440-38-2</td>
<td>Arsenic</td>
<td>Some of the list of chemicals detected were at a concentration that was below an acceptable background.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Soil 7439-89-6</td>
<td>Benzo(a)anthracene</td>
<td>GW</td>
<td>7440-38-2</td>
<td>Arsenic</td>
<td>Some of the list of chemicals detected were at a concentration that was below an acceptable background.</td>
<td></td>
</tr>
<tr>
<td>12S02</td>
<td>12SFLF0001C</td>
<td>Fill material from Building 710 construction.</td>
<td>GW</td>
<td>7439-92-1</td>
<td>Lead</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Soil 7440-38-2</td>
<td>Arsenic</td>
<td>GW</td>
<td>7440-38-2</td>
<td>Arsenic</td>
<td>Some of the list of chemicals detected were at a concentration that was below an acceptable background.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12SFLF0001C</td>
<td>Bare from former firing range.</td>
<td>GW</td>
<td>7439-92-1</td>
<td>Lead</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
KNOW ALL BY THESE PRESENTS: This Quitclaim Deed is made this 19th day of September, 2007, by and between the CITY OF LAKEWOOD, a Colorado Municipal Corporation (hereinafter referred to as "Lakewood"), with principal offices at 480 South Allison Parkway, Civic Center South, Lakewood, Colorado 80226, and the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, formed pursuant to the Regional Transportation District Act, Colo. Rev. Stat. §32-9-101, et seq. ("Grantee"), with principal offices at 1600 Blake Street, Denver, Colorado 80202. The terms used to designate any of the parties herein shall include their respective representatives, successors and assigns of said parties.

I. FEE ESTATE

Lakewood, for and in consideration of: (1) Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Lakewood; and (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, terms, conditions, and agreements hereinafter set forth in this Quitclaim Deed, does hereby remise, release, sell, and forever quitclaim to Grantee, its successors and assigns, subject and pursuant to the reservations, restrictions, covenants, exceptions, notifications, terms, conditions and agreements hereinafter set forth, all right, title, interest, claim, and demand Lakewood has in fee simple, in and to the following real estate located in the City of Lakewood, County of Jefferson, State of Colorado (hereinafter collectively referred to as the "Property," and described in detail as follows:

Legal Description – Parcel A

Lot 1, Block 1, and Tract A,
DENVER FEDERAL CENTER SUBDIVISION FILING NO.1,
City of Lakewood,
County of Jefferson,
State of Colorado

TO HAVE AND TO HOLD the Property, together with all improvements, hereditaments, appurtenances therein, and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject to all reservations, restrictions, covenants, exceptions, notifications, terms, conditions, and agreements hereinafter set forth, either in law or in equity, for the use, benefit and on behalf of Grantee, its successors and assigns, forever.

II. GOVERNMENT DEED

This Quitclaim Deed conveying the Property is expressly made subject, without limitation, to all exceptions and all other matters disclosed, contained or reserved in that certain quitclaim deed dated September 19, 2007, and recorded at Reception No. 2007108300.
(the “Government Deed”). Capitalized terms not defined in this Quitclaim Deed shall have the meaning afforded to them in the Government Deed.

III. NOTICES AND COVENANTS

The following provisions are inserted into this Quitclaim Deed as required by the Government Deed:

A. CERCLA Covenants. Grantee covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property hereby conveyed, or any part thereof, to the extent allowable by law, to indemnify, protect, defend, and hold harmless, the United States of America (the “Government”), and its employees, officers, representatives, attorneys, contractors, subcontractors, and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs, and expenses (including, without limitation, attorney fees and expenses and court costs) in any way relating to, connected with, or arising out of the Release, remedial investigations, Response, remedial actions, corrective actions, or oversight activities concerning any Hazardous Substance(s) or Petroleum product(s) or their derivatives, at, on, or from the Property after the date of the conveyance in which: (1) Grantee, its successors or assigns or any party-in-possession of all or any part of the Property is a potentially responsible party as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq. as amended (“CERCLA”) with respect to the Property; and (2) any Response required, or part thereof, is the result of any act or failure to act of Grantee, its successors or assigns or any party-in-possession, that causes, results in or exacerbates a Release of Hazardous Substances after the date of the conveyance. Such indemnification obligation shall be limited to the owner or lessee of such portion of the Property at the time the event occurs that gives rise to the indemnity obligation. This covenant shall run with the land and be included in any and all future leases, deeds or other instruments of conveyance of or for all or any portion of the Property.

B. Asbestos Covenant. Grantee further covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property hereby conveyed, or any part thereof, to the extent allowable by law, to release, discharge and covenant not to sue the Government, its officers and employees (in both their official and individual capacities), from and for any and all claims or causes of action arising from or in any way related to the remediation, removal, or abatement of the ACM Structures, which covenant shall run with the land and be included in any and all future leases, deeds or other instruments of conveyance of or for all or any portion of the Property.

C. Asbestos Injury Covenant. The Government asserts that it assumes no liability for damages for personal injury, illness, disability, or death to any employee, agent, contractor, or subcontractor of Grantee, or to Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's, or its successors' or assigns' or any party-in-possession's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, by Grantee, its successors or assigns, or by any employee, agent, invitee, contractor, or subcontractor of Grantee, or any other person subject to Grantee's or its successors' or assigns' or any party-in-
possession's control or direction, whether Grantee, its successors or assigns, or any party-in-
possession has or have warned properly or failed to warn properly the individual(s) injured. This
provision shall be included in any and all future leases, deeds or other instruments of conveyance
of or for all or any portion of the Property.

IV. ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS UNDER
THE GOVERNMENT DEED

To the fullest extent permitted by law, Lakewood hereby assigns all rights and
obligations granted to Lakewood in the Government Deed, by express grant or operation of law,
to Grantee and Grantee hereby assumes such rights and obligations.

V. MISCELLANEOUS COVENANTS AND AGREEMENTS OF GRANTEE

Grantee covenants for itself, its successors and assigns, and every successor-in-interest to
all or any portion of the Property herein described, that it shall abide by each of the following
additional covenants and agreements, each of which will be covenants running with the land:

A. All restrictive covenants or other burdens or encumbrances of record affecting the
subject Property.

B. Grantee agrees that the Property is conveyed “As is” and “Where is,” without
any representation or warranty on the part of Lakewood to make any alterations, repairs or
additions. Grantee, for itself and its successors and assigns, further acknowledges that
Lakewood has made no other representations or warranties concerning the condition and state of
repair of the Property.

C. Grantee hereby releases Lakewood from all Claims, as defined below, now
present or hereafter arising, based on the condition of the Property. Grantee shall not have any
right of recovery against Lakewood for any such Claims, and shall have only those rights against
the Government as identified in the Government Deed.

D. Grantee, on behalf of itself and its successors and assigns, releases and covenants
not to sue Lakewood (including its officers and employees) from and for any and all causes of
action, actions, suits, judgments, controversies, proceedings or claims (collectively "Claims), of
any kind whatsoever, whether sounding in contract, statute, misrepresentation or any other legal
theory, in law or in equity, fixed or contingent, known or unknown, actual or potential, foreseen
or unforeseen, which Grantee had, has or may have in the future arising from or relating to the
environmental condition of the Property existing at the time of conveyance from Lakewood to
the Grantee; provided, however, such release and covenant not to sue shall not apply to the
extent any Claim arises from the disposal or release of Hazardous Substances or Petroleum by
Lakewood on the Property. Nothing provided in this paragraph shall limit or otherwise affect the
rights of Lakewood or Grantee against the Government under the Government Deed.

[Signature Pages Follow]
IN WITNESS WHEREOF, Lakewood has caused these presents to be executed this 19th day of September, 2007.

CITY OF LAKEWOOD, a Colorado Municipal Corporation

By: [Signature]

Michael J. Rock, City Manager

ATTEST:

By: [Signature]

Margy Greer, City Clerk
ACCEPTANCE

The Regional Transportation District, a political subdivision of the State of Colorado formed pursuant to the Regional Transportation District Act, Colo. Rev. Stat. §32-9-101, et seq., does hereby accept the foregoing Quitclaim Deed and by such acceptance agrees to all the terms, conditions and provisions thereof.

By:  
Name:  
Title:  

STATE OF COLORADO  
City and  
COUNTY OF  

Acknowledged before me this 19th day of September, 2007, by  of the Regional Transportation District, a political subdivision of the State of Colorado, formed pursuant to the Regional Transportation District Act, Colo. Rev. Stat. §32-9-101, et seq.

Witness my hand and official seal.

My commission expires:  

[SEAL]  
ROBIN D. HEDGPEST  
NOTARY PUBLIC, STATE OF COLORADO  

Notary Public, State of Colorado  
Print Name:  

002101053BUS_RE1368011.9
QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS: This Quitclaim Deed is made this 19th day of September, 2007, by and between the CITY OF LAKEWOOD, a Colorado Municipal Corporation (hereinafter referred to as “Lakewood”), with principal offices at 480 South Allison Parkway, Civic Center South Lakewood, Colorado, 80226, and CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado non-profit corporation (“Grantee”), having an office at 188 Inverness Drive, Suite 500, Englewood, CO 80112. The terms used to designate any of the parties herein shall include their respective representatives, successors and assigns of said parties.

I. FEE ESTATE

Lakewood, for and in consideration of: (1) Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Lakewood; and (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, terms, conditions, and agreements hereinafter set forth in this Quitclaim Deed, does hereby remise, release, sell, and forever quitclaim to Grantee, its successors and assigns, subject and pursuant to the reservations, restrictions, covenants, exceptions, notifications, terms, conditions and agreements hereinafter set forth, all right, title, interest, claim, and demand Lakewood has in fee simple, in and to the following real estate located in the City of Lakewood, County of Jefferson, State of Colorado (hereinafter collectively referred to as the “Property,” and described in detail as follows:

Legal Description – Parcel B

Lot 1, Block 2, and Tract B, DENVER FEDERAL CENTER SUBDIVISION FILING NO. 1, City of Lakewood, County of Jefferson, State of Colorado

TO HAVE AND TO HOLD the Property, together with all improvements, hereditaments, appurtenances therein, and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject to all reservations, restrictions, covenants, exceptions, notifications, terms, conditions, and agreements hereinafter set forth, either in law or in equity, for the use, benefit and on behalf of Grantee, its successors and assigns, forever.

II. GOVERNMENT DEED

This Quitclaim Deed conveying the Property is expressly made subject, without limitation, to all exceptions and all other matters disclosed, contained or reserved in that certain quitclaim deed dated September 19, 2007, and recorded at Reception No. 2007108302 (the “Government Deed”). Capitalized terms not defined in this Quitclaim Deed shall have the meaning afforded to them in the Government Deed.

III. NOTICES AND COVENANTS
The following provisions are inserted into this Quitclaim Deed as required by the Government Deed:

A. **CERCLA Covenants.** Grantee covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property hereby conveyed, or any part thereof, to the extent allowable by law, to indemnify, protect, defend, and hold harmless, the United States of America (the "Government"), and its employees, officers, representatives, attorneys, contractors, subcontractors, and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs, and expenses (including, without limitation, attorney fees and expenses and court costs) in any way relating to, connected with, or arising out of the Release, remedial investigations, Response, remedial actions, corrective actions, or oversight activities concerning any Hazardous Substance(s) or Petroleum product(s) or their derivatives, at, on, or from the Property after the date of the conveyance in which: (1) Grantee, its successors or assigns or any party-in-possession of all or any part of the Property is a potentially responsible party as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. as amended ("CERCLA") with respect to the Property; and (2) any Response required, or part thereof, is the result of any act or failure to act of Grantee, its successors or assigns or any party-in-possession, that causes, results in or exacerbates a Release of Hazardous Substances after the date of the conveyance. Such indemnification obligation shall be limited to the owner or lessee of such portion of the Property at the time the event occurs that gives rise to the indemnity obligation. This covenant shall run with the land and be included in any and all future leases, deeds or other instruments of conveyance of or for all or any portion of the Property.

B. **Asbestos Covenant.** Grantee further covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property hereby conveyed, or any part thereof, to the extent allowable by law, to release, discharge and covenant not to sue the Government, its officers and employees (in both their official and individual capacities), from and for any and all claims or causes of action arising from or in any way related to the remediation, removal, or abatement of the ACM Structures, which covenant shall run with the land and be included in any and all future leases, deeds or other instruments of conveyance of or for all or any portion of the Property.

C. **Asbestos Injury Covenant.** The Government asserts that it assumes no liability for damages for personal injury, illness, disability, or death to any employee, agent, contractor, or subcontractor of Grantee, or to Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's, or its successors' or assigns' or any party-in-possession's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, by Grantee, its successors or assigns, or by any employee, agent, invitee, contractor, or subcontractor of Grantee, or any other person subject to Grantee's or its successors' or assigns' or any party-in-possession's control or direction, whether Grantee, its successors or assigns, or any party-in-possession has or have warned properly or failed to warn properly the individual(s) injured. This provision shall be included in any and all future leases, deeds or other instruments of conveyance of or for all or any portion of the Property.
IV. ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS UNDER THE GOVERNMENT DEED

To the fullest extent permitted by law, Lakewood hereby assigns all rights and obligations granted to Lakewood in the Government Deed, by express grant or operation of law, to Grantee and Grantee hereby assumes such rights and obligations.

V. MISCELLANEOUS COVENANTS AND AGREEMENTS OF GRANTEE

Grantee covenants for itself, its successors and assigns, and every successor-in-interest to all or any portion of the Property herein described, that it shall abide by each of the following additional covenants and agreements, each of which will be covenants running with the land:

A. All restrictive covenants or other burdens or encumbrances of record affecting the subject Property.

B. Grantee agrees that the Property is conveyed “As is” and “Where is,” without any representation or warranty on the part of Lakewood to make any alterations, repairs or additions. Grantee, for itself and its successors and assigns, further acknowledges that Lakewood has made no other representations or warranties concerning the condition and state of repair of the Property.

C. Grantee, on behalf of itself and its successors and assigns, hereby releases, discharges, and covenants not to sue Lakewood (including its officers and employees) from and for any and all causes of action, actions, suits, judgments, controversies, proceedings or claims (collectively "Claims"), of any kind whatsoever, whether sounding in contract, statute, misrepresentation or any other legal theory, in law or in equity, fixed or contingent, known or unknown, actual or potential, foreseen or unforeseen, which Grantee had, has or may have in the future arising from or relating to the condition and state of the Property, including any environmental condition of the Property existing at the time of conveyance from Lakewood to Grantee. Grantee further covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property hereby conveyed, or any part thereof, to the extent allowable by law, to indemnify, protect, defend, and hold harmless, Lakewood, and its employees, officers, representatives, attorneys, contractors, subcontractors, and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs, and expenses (including, without limitation, attorneys' fees and expenses and court costs with counsel selected by Grantee, or its successors and assigns as applicable, and reasonably acceptable to Lakewood) in any way relating to, connected with, or arising out of the Release, remedial investigations, Response, remedial actions, corrective actions, or oversight activities concerning any Hazardous Substance(s) or Petroleum product(s) or their derivatives, at, on, or from the Property after the date of the conveyance in which: (1) Grantee, its successors or assigns or any party-in-possession of all or any part of the Property is a potentially responsible party as described in CERCLA with respect to the Property; and (2) any Response required, or part thereof, is the result of any act or failure to act of Grantee, its successors or assigns or any party-in-possession that causes, results in or exacerbates a Release of Hazardous Substances after the date of the conveyance. Such indemnification obligation shall be limited to the owner or lessee of such portion of the Property at the time the event occurs that gives rise to the indemnity
obligation. This covenant shall run with the land and be included in any and all future leases, deeds or other instruments of conveyance of or for all or any portion of the Property. Nothing provided in this paragraph shall limit or otherwise affect the rights of Lakewood or Grantee against the Government under the Government Deed.

IN WITNESS WHEREOF, Lakewood has caused these presents to be executed this 19th day of September, 2007.

CITY OF LAKEWOOD, a Colorado Municipal Corporation

By: Michael J. Beck, City Manager

ATTEST:

By: Margy Green, City Clerk
ACCEPTANCE

Catholic Health Initiatives Colorado, a Colorado non-profit corporation, does hereby accept the foregoing Quitclaim Deed and by such acceptance agrees to all the terms, conditions and provisions thereof.

By: [Signature]
Name: Gregory Burfitt
Title: President

STATE OF COLORADO  )
City and  ) ss.
COUNTY OF Denver  )

Acknowledged before me this 19th day of September, 2007, by Gregory Burfitt as President of Catholic Health Initiatives Colorado, a Colorado non-profit corporation

Witness my hand and official seal.

My commission expires: 10-12-07

ROBIN D. HEDGPETH
SEAL
Notary Public, State of Colorado
Print Name: Robin D. Hedgepeth
PUBLIC IMPROVEMENTS AGREEMENT

FOR PORTIONS OF

DENVER FEDERAL CENTER SUBDIVISION

FILING NO. 1

CASE NO. FI-07-004

THIS AGREEMENT (sometimes herein referred to as "Agreement") is made and entered into this ___ day of __________, 2007, by and between the Regional Transportation District, a political subdivision of the State of Colorado, whose address is 1600 Blake Street, Denver, Colorado 80202, sometimes herein referred to as "RTD," and Catholic Health Initiatives Colorado, a Colorado non-profit corporation, whose address is 188 Inverness Drive, Suite 500, Englewood, Colorado 80204, sometimes herein referred to as "CHI," and the City of Lakewood, a municipal corporation of the State of Colorado, whose address is 480 South Allison Parkway, Civic Center North, Lakewood, Colorado 80226, sometimes herein referred to as "City." RTD and CHI are sometimes herein referred to collectively as the "Owners." The Owners and the City are sometimes herein referred to collectively as the "Parties."

WITNESSETH:

THAT, WHEREAS, on the effective date of this Agreement, the RTD and CHI will be Owners of certain real property located within the City of Lakewood within the Denver Federal Center Subdivision Filing No. 1; and

WHEREAS, as a condition of approval of the final plat of the Denver Federal Center Subdivision Filing No. 1, certain public improvements must be completed as more fully set forth in Exhibit A attached hereto; and

WHEREAS, said final plat includes property owned by the United States of America designated Block 2, Lot 2, which is not subject to this Agreement; and

WHEREAS, a separate public improvements agreement may be required for development of said Block 2, Lot 2 and such determination will be made at the time of said development; and

WHEREAS, the City and Owners recognize the need for public improvements and exactions and agree that said public improvements and exactions are roughly proportional to the need created by the development; and

WHEREAS, the City and Owners desire to evidence their agreement regarding the construction of said improvements.
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Legal Description.** This Agreement pertains to public improvements to be constructed for development of the property legally described in Exhibit 1 attached hereto and sometimes herein referred to as the "Property."

2. **Exhibits and Inclusions.** This Agreement consists of 12 numbered pages plus the following Exhibits which are incorporated herein by this reference:

   - "Legal Description For Portions of Denver Federal Center Subdivision Filing No. 1," attached hereto and designated Exhibit 1.
   
   - "Public Improvements Location Map and Quantities Estimate For Portions of Denver Federal Center Subdivision Filing No. 1," attached hereto and designated Exhibit A.

3. **Public Improvements.** It is the intent of this Agreement to provide for construction of the improvements described in this Agreement to serve any development within the Property. It is understood by the parties that the descriptions of improvements contained herein are general in nature, and that reasonable modifications of the scope, nature, costs, and similar aspects of such improvements may be necessary to secure approval of the final design of such improvements.

The quantities and locations for the public improvements described in this Agreement are based on information that was available at the time of the final plat. Additional public improvements may be required with submittal of a building permit application. The Owners shall be responsible for submitting a final site plan, final street construction plans, final drainage report, grading and erosion control plans, and a final pavement design for approval by the City with the building permit application in accordance with Chapter 14.13 of the Lakewood Municipal Code. Collateral for all public improvements shall be required with the first building permit for any development within the Property. The actual quantities and locations of the public improvements will be determined by the City based on the City approved plans.

Before beginning any construction of any improvements within the existing or future public right-of-way, the Owners shall submit the following to the City: (1) final construction plans for all such improvements, and (2) an application for a City permit to do work in the public way. Construction shall not begin prior to City approval of the final construction plans and issuance of a permit to do work in the public way. The Owners shall construct said improvements in conformance with the requirements of a permit to do work in the public way.

The Owners are each liable for their share of the cost of the public improvements
required by this Agreement. Such public improvements shall be provided at no cost to the City.

4. Cost Sharing Between the Owners. RTD and CHI have agreed to share in the costs and responsibility for construction of the public improvements required by this Agreement as follows, and will exchange all design plans and specifications for each Party’s review and approval, such approval not to be unreasonably withheld:

CHI will design and construct Second Place from Union Boulevard to Routt Street and Routt Street from Alameda Avenue through the Routt Street intersection with Second Place. The design and construction of such streets shall include the installation of all traffic signals and street lights on such streets as further described in sections 8 through 12, below. RTD will reimburse CHI for one-half of the cost of the design, construction and any necessary environmental remediation relating to such construction and for one-half of the land cost for that portion of the Routt Street right-of-way from Alameda Avenue to Second Place.

CHI will relocate the Denver Federal Center entry gate on Second Place near the western boundary of the Property to the eastern boundary of the Property on Second Place. RTD will reimburse CHI for one-half of the cost of relocating the gate. CHI will design and construct a new security fence for the Denver Federal Center along the east side of Routt Street from Alameda Avenue to the north edge of the Property and along the north edge of the Property. RTD will reimburse CHI for the cost of design and construction of the portion of the new security fence adjacent to its portion of the Property north of the relocated gate on Second Place and along the northern edge of the Property. The relocated Denver Federal Center gate and new security fence will, upon completion, be owned by the United States and maintained by the United States General Services Administration.

RTD will design and construct Routt Street from its intersection with Second Place to the northerly boundary of the Property and shall include all traffic signals and street lights. CHI will reimburse RTD for one-half of the cost of the design, construction and any necessary environmental remediation relating to such construction and for one-half of the land cost for the portion of Routt Street right-of-way from Second Place to the northerly boundary of the Property.

This Section 4 applies exclusively to the sharing of certain costs between the Owners and application of any collateral or guarantee required by Chapter 14.13 of the City Code. In the event CHI fails to commence construction of its portion of the public improvements on or before October 1, 2009 RTD may design and construct that portion of the public improvements for which CHI was initially responsible. RTD shall provide notice to CHI and the City at least 30 days prior to its intended commencement of construction at which time CHI shall either provide notice to the RTD and the City of its intent to immediately complete the work or shall allow RTD to complete the work. In the event RTD performs the work as set forth in this paragraph, RTD shall be entitled to receive CHI’s collateral relating to such public improvements upon
acceptance of the public improvements by the City. The City shall cooperate with RTD in taking all steps necessary to make the collateral available to RTD after acceptance of the improvements. Neither RTD nor CHI shall involve the City in any way in any dispute regarding the provisions of this Section 4 provided the City fulfills its obligations to take all steps necessary to make the collateral available. The Owners may modify this Section 4 to allocate costs between themselves.

5. **Drainage Improvements.** The Owners shall submit a final drainage report and construction plans for drainage improvements to the City for approval. The Owners shall install and pay for all drainage improvements described in a final drainage report approved by the City. It is understood that no application to do work in existing or future public right-of-way or public easement shall be submitted or approved until the final drainage report and construction plans have been approved by the City.

6. **Grading and Erosion Control.** Prior to issuance of any building permit for this project, the RTD for Lot 1, Block 1 and CHI for Lot 1, Block 2 shall (1) prepare, submit, and obtain City approval of an overall grading and erosion control plan, (2) obtain a grading and erosion control permit, (3) provide collateral for all required erosion control measures, (4) install and construct all required initial erosion control measures, (5) request and receive City approval of initial erosion control measures. The Owners shall routinely inspect and maintain all erosion control measures as necessary throughout the project and provide weekly erosion control reports to the City.

7. **Rights-Of-Way and Easements.** It is the intent of this Agreement that the Owners shall provide for all necessary rights-of-way and easements in conjunction with the installation of the public improvements required by the City. The Owners agree to convey said easements and rights-of-way to the City and at no cost to the City.

Should said rights-of-way and easements not be dedicated to the City prior to the issuance of a building permit, the Owners shall provide collateral to the City in accordance with Chapter 14.13 of the Lakewood Municipal Code.

8. **Traffic Signals.** A new traffic signal will be required to serve this development at the intersection of Alameda Avenue and Routt Street. Determination of the need for the signal was made by the City Traffic Engineer based upon review of the City approved traffic study prepared by the Owners for this development. The Owners shall, prior to issuance of a building permit, provide traffic signal construction plans acceptable to the City Traffic Engineer. The Owners shall notify the City, in writing, a minimum of one hundred sixty (160) calendar days prior to the desired time of installation of the signal or a minimum of one hundred sixty (160) calendar days prior to final paving or landscaping at the intersection to be served by the traffic signal, whichever occurs first. The City shall then notify the Owners of the dollar amount required for
installation of the traffic signal. The Owners shall make payment to the City within sixty (60) calendar days of such notice. Construction of the traffic signal shall not commence prior to City receipt of the payment.

The existing traffic signal at Second Place and Union Boulevard will require modification or relocation. The City Traffic Engineer has determined that a traffic signal modification or relocation is required, therefore the Owners shall, prior to issuance of a building permit, provide traffic signal construction plans acceptable to the City Traffic Engineer. The Owners shall notify the City, in writing, a minimum of one hundred sixty (160) calendar days prior to the desired time of traffic signal modification or relocation, or a minimum of one hundred sixty (160) calendar days prior to final paving or landscaping at the intersection to be served by the traffic signal, whichever occurs first. The City shall then notify the Owners of the dollar amount required for modification or relocation of the traffic signal. The Owners shall make payment to the City within sixty (60) calendar days of such notice. Construction of the signal modification or relocation shall not commence prior to City receipt of the payment. The City shall modify or relocate the traffic signal.

9. Maintenance of Existing Traffic Signal Operations. It is recognized that construction of public improvements required by this Agreement may render inoperable existing traffic signal vehicle detection devices. The Owners agree that prior to any work in the public right-of-way adjacent to any vehicle detection system, a City approved alternative vehicle detection system must be in place and operational if there is the potential that the existing vehicle detection system will be affected.

10. Street Lighting. Each Owner shall pay fifty per cent (50%) of that amount of the installation and material costs of street lighting assessed to the City as the construction costs incurred by Xcel Energy. Such street lighting improvements may include but are not limited to underground wiring and ornamental poles. Street lighting improvements shall conform to a street lighting plan to be prepared by Xcel Energy according to specifications to be provided by the City.

It is agreed that no portion of any street required to be constructed by this Agreement shall receive a final asphalt lift or concrete placement until all street lighting improvements designed to serve such street or portion thereof have been completed.

Each Owner shall notify the City, in writing, a minimum of one-hundred and sixty (160) days prior to the desired time of installation or relocation of the street lighting improvements. The City shall not authorize Xcel Energy to commence construction of street lighting improvements until each Owner has paid to the City 50% of the total amount determined by Xcel Energy to be the construction cost of such improvements. After completion of such improvements, the City shall pay Xcel Energy for the cost of improvements.
The parties shall abide by any changes in the above provisions that are made necessary or convenient by altered requirements or policies of the City’s franchise agreement with Xcel Energy, the Public Utilities Commission and/or Xcel Energy.

11. **Power Pole/Street Light Relocations.** Each Owner shall pay 50% of that amount of the relocation costs assessed to the City by Xcel Energy for power pole or street light relocations.

   Each Owner shall notify the City, in writing, a minimum of one-hundred and sixty (160) days prior to the desired time of relocation of any Xcel Energy power poles.

   The parties shall abide by any changes in the above provisions, which are made necessary or convenient by altered requirements or policies of the City’s franchise agreement with Xcel Energy, the Public Utilities Commission and/or Xcel Energy.

12. **Traffic Signs.** To serve the Property, each Owner shall pay to the City an amount determined by the City Traffic Engineer for 50% of the cost of fabrication and installation of all traffic signs, posts and mounting hardware to be located in the public rights-of-way and easements. All signs and materials shall conform to the Manual on Uniform Traffic Control Devices and City of Lakewood standards. Signs shall be fabricated by the City and installed by the City at the locations shown on signing plans prepared by the Owners and found acceptable to the City Traffic Engineer. The Owners shall make their respective payment to the City prior to issuance of the first building permit on the Property.

13. **Survey Monuments.** Each Owner shall install survey monuments on the portion of public improvements that it constructs in accordance with State law and the Engineering Regulations, Construction Specifications and Design Standards of the City of Lakewood, Colorado.

14. **Pavement Markings.** The Owners shall provide any pavement markings made necessary by the construction. Pavement markings may, at the discretion of the City, include thermoplastic, water based paint, or pliable pavement marking material. Pavement markings shall conform to a plan prepared by the Owners and found acceptable by the City’s Traffic Engineer.

15. **Compliance with Regulations.** All public improvements to be constructed by the Owners shall be performed in accordance with the Engineering Regulations, Construction Specifications and Design Standards of the City. The Owners shall abide by any reasonable requirements imposed by the City to control any situation arising under this Agreement in the event that no provision of the Engineering Regulations, Construction Specifications and Design Standards of the City is applicable to such situation.
16. **Collateral.** CHI and RTD shall each provide one-half of the required collateral for completion of the improvements required by this Agreement. CHI shall provide to the City collateral in the amount of one-half of the City Engineer’s estimate of the total cost for the acquisition, installation, construction and reconstruction of the public improvements required by this Agreement. Said CHI collateral shall be in the form and provided at such time as required by Chapter 14.13 of the Lakewood Municipal Code. RTD shall provide to the City either collateral or, in the sole discretion of RTD, a guarantee as described herein. If RTD provides collateral, it shall be in the amount of one-half of the City Engineer’s estimate of the total cost for the acquisition, installation, construction and reconstruction of the public improvements required by this Agreement. Said RTD collateral shall be in the form and provided at such time as required by Chapter 14.13 of the Lakewood Municipal Code. If RTD provides a guarantee, it shall be a letter of guarantee acceptable to the City for one-half of the total cost for the acquisition, installation, construction and reconstruction of the public improvements required by this Agreement.

CHI’s collateral and RTD’s collateral or guarantee shall remain in effect as described in Chapter 14.13 of the Lakewood Municipal Code. Collateral may be required by the City with a public way permit or building permit to guarantee the maintenance of existing traffic signal operations as required by this Agreement.

In the event that said collateral or guarantee posted with the City is due to expire prior to acceptance of the public improvements, the City may utilize the collateral and guarantee in equal amounts to complete the improvements or will require the Owners to renew the collateral and guarantee. The City may revise the required amount of the collateral at the time of renewal to reflect current costs.

Upon issuance of a Certificate of Acceptance, public improvement collateral in the amount of five percent (5%) of the City’s estimate of the total cost of the improvements shall be provided by CHI and an equal amount by RTD and both shall be retained by the City for a warranty period in accordance with Chapter 14.13 of the Lakewood Municipal Code. RTD may, at its sole discretion, provide a letter of guarantee acceptable to the City in lieu of RTD’s 5% for the warranty period.

Except in the event the City transfers CHI’s collateral to RTD pursuant to Section 4 to reimburse RTD for completing improvements that are the responsibility of CHI, if the City otherwise utilizes CHI’s collateral or RTD’s collateral or guarantee to complete or repair the improvements required by this Agreement, the City shall use each equally and shall not apportion responsibility between the Owners. Neither RTD nor CHI shall involve the City in any way in any dispute regarding the apportionment between the Owners of responsibility for the City’s use of CHI’s collateral or RTD’s guarantee or collateral and the Owners shall not seek reimbursement except as expressly provided in Section 4 or otherwise seek damages or other
remedies from the City.

RTD, for development on Lot 1, Block 1, and CHI, for development on Lot 1, Block 2, shall each provide collateral as required by the City of Lakewood Grading Ordinance to guarantee grading and erosion control measures required by the development of the Property. The collateral for all grading and erosion control measures shall be retained and renewed, as necessary, until such time as the City determines that adequate vegetation has been established and grading and erosion control measures are no longer necessary.

17. **Completion.** All public improvements shall be completed by a date to be determined by the City Engineer at the time of building permit issuance.

18. **Certificate of Acceptance.** Upon completion of the aforesaid public improvements, the Owners shall request in writing a Certificate of Acceptance pursuant to Chapter 14.13 of the Lakewood Municipal Code.


20. **Indemnification.** The Owners hereby expressly agree to indemnify and hold the City harmless for and against all claims of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work at the development site pursuant to this contract, which is not caused wholly through the negligence of the City, its agents, employees or representatives.

21. **Effective Date.** The terms of this Agreement shall become binding on all parties hereto on the recordation of this Agreement in the records of the Clerk and Recorder of Jefferson County, Colorado.

22. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

23. **Amendments or Modifications.** The parties hereto may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and attested by the City Clerk, after approval of the form of the instrument by the City Attorney, and executed on behalf of the Owners by an authorized representative thereof.

24. **Heirs, Successors and Assigns.** The terms and conditions of this Public Improvements Agreement shall be binding upon and shall inure to the Parties and their respective heirs,
successors and assigns.

25. **Designation.** The Owners are independent contractors, and nothing herein contained shall constitute or designate the Owners or any of their employees or agents as agents or employees of the City.

26. **Titles.** Titles of paragraphs or sections of this Agreement have been included solely for convenience of the parties and are not to be considered or deemed a part of this Agreement, nor are they intended to be a full or accurate description of the contents thereof.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

28. **Scope.** This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing, signed by the parties and endorsed hereon.

29. **Severability.** It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

30. **Agreement.** The Owners agree that the exactions and public improvements in this Agreement are roughly proportional to the need created by its development. The Owners freely and voluntarily, without coercion of any type, agree to the terms set forth in this Agreement.

31. **Authority.** The undersigned hereby acknowledge and warrant their power and authority to bind the parties to this Agreement.
Public Improvements Agreement
For Portions of Denver Federal Center Subdivision Filing No. 1
Case No. FI-07-004

ATTEST:

Margy Greer, City Clerk

RECOMMENDED AND APPROVED:

Richard J. Plastino, Director
Department of Public Works

Jay N. Hutchison, City Engineer
Department of Public Works

APPROVED AS TO FORM:

City Attorney’s Office

CITY OF LAKEWOOD

Michael J. Rock,
City Manager
Catholic Health Initiatives Colorado

[Signature]
Name: Gregory Burfitt
Title: President

The foregoing instrument was acknowledged before me this 19th day of Sept., 2007, by Gregory Burfitt.

ROBIN D. HEDGPETH
NOTARY PUBLIC, STATE OF COLORADO

My Commission Expires 10/12/2007

Address: 1033 17th St. #3000, Denver, CO 80202
Public Improvements Agreement
For Portions of Denver Federal Center Subdivision Filing No. 1
Case No. FI-07-004

Regional Transportation District,
a Colorado political subdivision

[Signature]
Clarence W. Marsella, Jr.
General Manager

Approved as to Form:

[Signature]
Marla Lien, General Counsel

The foregoing instrument was acknowledged before me this 19th day of Sept.,
2007, by Clarence W. Marsella, Jr.

[Signature]
Notary Public

ROBIN D. HEDGEPETH
Notary Public, State of Colorado

633 17th St., Suite 3000, Denver, CO 80202
Address

My Commission Expires 10/12/2007
My commission expires: ____________________

Alternative formats of this document are available upon request.
EXHIBIT 1

LEGAL DESCRIPTION FOR PORTIONS OF
DENVER FEDERAL CENTER SUBDIVISION FILING NO. 1

Legal Description – Parcel A (RTD):

A parcel of land being Lot 1, Block 1 and Tract A, DENVER FEDERAL CENTER SUBDIVISION FILING NO. 1, the plat of which is recorded at Reception No. 2007108299, of the records of the Jefferson County Clerk and Recorder, further lying in the East One-Half of Section 8 and the West One-Half of Section 9, Township 4 South, Range 69 West of the 6th Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, said parcel containing an area of 15.483 acres, more or less.

Legal Description – Parcel B (Hospital North):

A parcel of land being Lot 1, Block 2 and Tract B, DENVER FEDERAL CENTER SUBDIVISION FILING NO. 1, the plat of which is recorded at Reception No. 2007108299, of the records of the Jefferson County Clerk and Recorder, further lying in the East One-Half of Section 8 and the West One-Half of Section 9, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, said parcel containing an area of 26.767 acres, more or less.
EXHIBIT A

PUBLIC IMPROVEMENTS QUANTITIES ESTIMATE

FOR PORTIONS OF

DENVER FEDERAL CENTER SUBDIVISION

FILING NO. 1

The public improvements described herein are approximate and the extent, design, and nature of these improvements are subject to a final drainage report and final engineering construction plans being approved by the City of Lakewood. The public improvements quantities estimate is as follows:

**West Alameda Avenue**

Construct asphalt widening for a right turn decel lane on westbound Alameda Avenue, one eastbound left turn lane onto Routt Street, and associated median improvements. Install a curb ramp at Alameda Avenue on the west side of Routt Street. Relocate street lights and install a new traffic signal at the Alameda Avenue and Routt Street intersection. Provide lane striping.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Asphalt pavement</td>
<td>256</td>
<td>TONS</td>
</tr>
<tr>
<td>2. Median curb</td>
<td>1608</td>
<td>LF</td>
</tr>
<tr>
<td>3. Patterned concrete – median</td>
<td>3200</td>
<td>SF</td>
</tr>
<tr>
<td>4. Curb ramp (1)</td>
<td>8</td>
<td>SY</td>
</tr>
<tr>
<td>5. Relocate street lights</td>
<td>2</td>
<td>EA</td>
</tr>
<tr>
<td>6. Lane striping</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>7. Traffic signal</td>
<td>1</td>
<td>EA</td>
</tr>
</tbody>
</table>
Routt Street

Routt Street is planned to be an arterial street. Some portions of the final Routt Street configuration are not required by this Agreement. Construct Routt Street from Alameda Avenue to the north boundary of Lot 1, Block 1 including double left turn lanes and a right turn lane at Alameda Avenue, northbound left turn lane at 2nd Place, through lanes, and a 6' bike lane along each side. Install vertical curb and gutter on the west and east sides, 5' wide detached sidewalk and drive entrances on the west side, curb ramps, storm sewer improvements, the McIntyre Gulch bridge structure, and street lights. Provide lane striping. Routt Street from Alameda Avenue to the south property line of the Property shall include soil remediation work to a depth of two feet below the location of any utilities that may be installed. If asbestos or any hazardous substance is detected in the soil excavated from the Routt Street future right-of-way, such soil shall be disposed of, in compliance with environmental laws, at an off-site disposal facility authorized to accept such materials.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Vertical curb and gutter</td>
<td>6287</td>
<td>LF</td>
</tr>
<tr>
<td>2. 5' wide detached sidewalk – 6'' concrete</td>
<td>1615</td>
<td>SY</td>
</tr>
<tr>
<td>3. 5' wide detached sidewalk – 10'' concrete</td>
<td>56</td>
<td>SY</td>
</tr>
<tr>
<td>4. Drive entrances – 10'' concrete</td>
<td>131</td>
<td>SY</td>
</tr>
<tr>
<td>5. Curb ramps (14)</td>
<td>112</td>
<td>SY</td>
</tr>
<tr>
<td>6. Asphalt pavement</td>
<td>29,713</td>
<td>TONS</td>
</tr>
<tr>
<td>7. Storm sewer improvements</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>8. McIntyre Gulch bridge structure</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>9. Street lights</td>
<td>18</td>
<td>EA</td>
</tr>
<tr>
<td>10. Lane striping</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>11. Soil Remediation</td>
<td>1</td>
<td>LS</td>
</tr>
</tbody>
</table>
**West 2\textsuperscript{nd} Place**

Install vertical curb and gutter on the north side, 5' wide detached sidewalk and drive entrances with curb ramps along the north and south sides, median modifications for two pedestrian crossings, asphalt widening for left turn lanes at Routt Street and the Hospital Loop Road entrance, asphalt pavement at the intersection of 2\textsuperscript{nd} Place and Routt Street, storm sewer improvements, and street lights. Replace driveways immediately west of the Property (one on each side of 2\textsuperscript{nd} Place) with curb, gutter and sidewalk. Provide lane striping.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Remove vertical curb and gutter</td>
<td>1098</td>
<td>LF</td>
</tr>
<tr>
<td>2. Remove 8' wide detached sidewalk</td>
<td>876</td>
<td>SY</td>
</tr>
<tr>
<td>3. Sawcut asphalt</td>
<td>2047</td>
<td>LF</td>
</tr>
<tr>
<td>4. Remove asphalt</td>
<td>671</td>
<td>SY</td>
</tr>
<tr>
<td>5. Remove concrete driveways</td>
<td>65</td>
<td>SY</td>
</tr>
<tr>
<td>6. Remove light poles</td>
<td>8</td>
<td>EA</td>
</tr>
<tr>
<td>7. Vertical curb and gutter</td>
<td>954</td>
<td>LF</td>
</tr>
<tr>
<td>8. 5' wide detached sidewalk – 6” concrete</td>
<td>997</td>
<td>SY</td>
</tr>
<tr>
<td>9. Drive entrances – 10” concrete</td>
<td>124</td>
<td>SY</td>
</tr>
<tr>
<td>10. Curb ramps (14)</td>
<td>112</td>
<td>SY</td>
</tr>
<tr>
<td>11. Median modifications for pedestrian crossings</td>
<td>2</td>
<td>EA</td>
</tr>
<tr>
<td>12. Storm sewer improvements</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>13. Asphalt pavement and patchback</td>
<td>396</td>
<td>TONS</td>
</tr>
<tr>
<td>14. Street lights</td>
<td>8</td>
<td>EA</td>
</tr>
<tr>
<td>15. Lane striping</td>
<td>1</td>
<td>LS</td>
</tr>
</tbody>
</table>
Union Boulevard

At the intersection of West 2nd Place, construct asphalt widening for an additional southbound left turn lane including median alterations and modify or relocate the existing traffic signal. Provide lane striping.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Remove median curb</td>
<td>160</td>
<td>LF</td>
</tr>
<tr>
<td>2. Remove asphalt</td>
<td>409</td>
<td>SY</td>
</tr>
<tr>
<td>3. Median curb</td>
<td>190</td>
<td>LF</td>
</tr>
<tr>
<td>4. Asphalt pavement</td>
<td>207</td>
<td>TON</td>
</tr>
<tr>
<td>5. Lane striping</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>6. Traffic signal modification</td>
<td>1</td>
<td>LS</td>
</tr>
</tbody>
</table>

McIntyre Gulch

Provide channel stabilization and detention pond outfalls as necessary for Urban Drainage and Flood Control District maintenance eligibility. Dedicate an easement for maintenance of the channel.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Detention pond outfalls</td>
<td>2</td>
<td>EA</td>
</tr>
<tr>
<td>2. Channel stabilization</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>3. Easement dedication</td>
<td>1</td>
<td>LS</td>
</tr>
</tbody>
</table>