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Water and Sewer Capacity and Utility Service Agreement

THIS WATER AND SEWER CAPACITY AND UTILITY SERVICE AGREEMENT (the "Agreement") is made and entered into as of this 19th day of April, 2007, by and between the Green Mountain Water and Sanitation District (the "District"), Catholic Health Initiatives Colorado (the "Hospital"), and the United States of America, acting by and through the Administrator of General Services and authorized representatives ("GSA"). The District, the Hospital and GSA are sometimes herein referred to as the "Parties."

WHEREAS, the Hospital and GSA desire water and sanitary sewer capacity from the District (the "Utility Capacity") for the purpose of developing or redeveloping real property generally located north of Alameda Avenue, west of Kipling Parkway, south of Sixth Avenue, and east of Union Boulevard in Jefferson County, Colorado (the "Property"); and

WHEREAS, the District is willing to provide Utility Capacity to the Hospital and GSA pursuant to the terms of this Agreement; and

WHEREAS, the Parties recognize that the area proposed for Utility Capacity is not within the boundaries of the District and, consequently, the District's existing water and sewer infrastructure was not designed to provide the proposed Utility Capacity.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Parties agree as follows:

1. **Exhibits and Inclusions** - This Agreement consists of 10 numbered pages and the following Exhibits attached hereto and incorporated herein by this reference:
   
a. "Anticipated Green Mountain Water and Sanitation District Additional Utility Area," designated Exhibit A.


   c. "Planning Areas and System Development Fee Rebate Boundaries," designated Exhibit C.


   e. "Memorandum of Water and Sewer Capacity and Utility Service Agreement," designated Exhibit E.

   f. "Green Mountain Water and Sanitation District Rules and Regulations," as amended from time to time, designated Exhibit F.
Water and Sewer Capacity and Utility Service Agreement

2. **Anticipated Utility Area** - Exhibit A illustrates the property that the Parties anticipate will receive Utility Capacity from the District pursuant to this Agreement.

3. **Regional Utility Improvements** - The Parties acknowledge that improvements identified in Exhibit B as "regional" or "wholesale" water and sewer improvements (the "Regional Improvements") must be completed prior to Utility Capacity being provided by the District to the area illustrated on Exhibit A. The District shall design and construct the Regional Improvements. The Regional Improvements shall be completed at such time as is necessary to provide Utility Capacity to the Hospital's development. The District shall own and be responsible for operation, maintenance and replacement of the Regional Improvements at its sole cost and expense. The District shall, at the District's sole cost and expense, use all reasonable efforts in accordance with industry standards, Exhibit F and applicable law: (a) to keep and maintain the Regional Improvements in good condition and repair; and (b) to provide utility services in accordance with the terms of this Agreement.

The District shall prepare a reasonably detailed budget, construction plans and specifications in accordance with Exhibits B and F, and a critical path method schedule for the construction of the Regional Improvements, and deliver the same to the Hospital and GSA for their review. The District shall, no later than fifteen (15) calendar days following a request from either the Hospital or GSA, or both, provide to the requesting Party an updated schedule, budget and projected cash flow for completion of the Regional Improvements based on the then current design and planning. Such a request shall be made no more frequently than once per calendar quarter.

It is the intention of the Parties that the District shall not advance any funds or pay any costs or expenses for the Regional Improvements, including design and construction, except as may be expressly provided for in this Agreement. It is also the intention of the Parties that the Hospital shall not be required to advance any funds or pay any costs or expenses for the design, installation or construction of upgrades to the District’s facilities other than the design, installation and construction necessary to provide the Utility Capacity required under the terms and conditions of this Agreement. The Hospital shall pay all costs and expenses reasonably required by the District to provide the Regional Improvements. Such costs shall include, but are not limited to, all actual and reasonable (a) District costs of labor, material and equipment, and (b) District payments made to third parties for design, construction, legal, administrative, and land acquisition directly related to the Utility Capacity (the "Actual Costs"). Actual Costs shall be paid by the Hospital to the District as follows:

a. **Construction Contracts** – The District shall provide to the Hospital notice of advertisement for each bid approximately thirty (30) calendar days prior to the scheduled bid opening date for each construction contract. Such notification shall include a copy of the bid documents, the anticipated bid opening date and the amount of the engineer’s estimate for the construction project. The District shall require that each construction contractor provide payment and performance bonds in favor of the District and in form and substance acceptable to the District. The District shall award construction contracts to the lowest, qualified, responsible bidder. Determination of which bidder is the lowest, qualified and responsible shall be made by the District after seeking and receiving input from the Hospital subsequent to bid opening. The
Water and Sewer Capacity and Utility Service Agreement

Hospital agrees to provide such input no later than ten (10) Business Days (defined below) after the District’s request for such input. The District shall notify the Hospital of the amount of the construction contract to be awarded. The Hospital shall deposit into an interest-bearing account established by the District at a financial institution selected by the Hospital (the “Account”) an amount equal to the construction contract amount. Such deposit shall be made within fifteen (15) Business Days after the District’s notice of the amount of the construction contract, and prior to the District award of the construction contract. The District shall notify the Hospital of each change order approved by the District under the construction contract but only to the extent that any such change order requires a modification to the scope of work described in Exhibit B. The Hospital shall deposit additional funds into the Account equal to the contract amount increase associated with any change order no later than three (3) Business Days after receiving notice of the District approval of such change order. The District shall make construction contract payments from the Account. The District shall provide a copy of each contract payment draw request to the Hospital at the time each payment is made. The District shall return to the Hospital any funds attributable to a particular contract and remaining in the Account no later than thirty (30) calendar days after each “Construction Contract Closeout.” As used herein, the term Construction Contract Closeout means that all claims received by the District for payment of any costs or damages associated with the particular construction contract, and any mediation or litigation concerning such claims, have been finally resolved, and that any periods for possible appeal from such resolution have expired.

b. Actual Costs other than Construction Contracts – In addition to the costs and expenses associated with the construction contracts described in subparagraph a. above, the District shall provide invoices to the Hospital for all other Actual Costs. The Hospital shall pay invoices other than those related to a construction contract no later than thirty (30) calendar days after receipt of each invoice.

4. Utility Capacity Commitment – The District agrees to make available adequate capacity in the Regional Improvements to provide no less than the Utility Capacity defined below for development that will occur subsequent to the effective date of this Agreement:

a. Within Planning Area I as shown on Exhibit C:
   i. 453,600 gallons maximum day water flow rate and
   ii. 429,100 gallons maximum day sewer flow rate.

b. Within Planning Area II as shown on Exhibit C:
   i. 762,100 gallons maximum day water flow rate and
   ii. 420,900 gallons maximum day sewer flow rate.

The above allocation of flow rates between Planning Areas I and II may be modified by written agreement between the Hospital and GSA; provided, however, that in no event shall the total water and sewer capacity allocated to combined Planning Areas I and II by this Agreement be less than or greater than the amounts enumerated above. Such reallocation shall only apply to available remaining capacity at the time of said reallocation. Said reallocation shall be effective upon receipt by the District of a written reallocation agreement executed by the Hospital and GSA.
Water and Sewer Capacity and Utility Service Agreement

In the event that improvements in addition to the Regional Improvements are found to be necessary to provide the Utility Capacity defined by the above listed flow rates, the District shall provide such additional improvements at its sole cost and expense. Notwithstanding the previous sentence, to the extent such additional improvements are required of the District by the Denver Water Department or the Metro Wastewater Reclamation District, these additional improvements shall be considered an Actual Cost and the Hospital shall provide funding for such additional improvements in accordance with the provisions of Section 3, above.

5. **Local Improvements** - The Parties acknowledge that improvements identified in Exhibit B as “local” or “retail” water and sewer improvements (the “Local Improvements”) are necessary prior to Utility Capacity being provided by the District to the area illustrated on Exhibit A. Design and construction of Local Improvements shall be the responsibility of the entity seeking Utility Capacity at no cost or expense to the District. Design and construction of Local Improvements shall conform in all material respects to the applicable regulations and standards of the District, the Denver Water Board and the Metro Wastewater Reclamation District. Use of the Local Improvements shall commence after inspection and acceptance by the District and the Denver Water Board. Costs of District and Denver Water Board inspection shall be borne by the entity seeking Utility Capacity through the applicable Local Improvements. Upon final completion and acceptance by the District and the Denver Water Board, the Local Improvements shall be deeded free and clear to the District along with any required easements. Upon conveyance to the District, the District shall own and be responsible for operation, maintenance and replacement of the Local Improvements at its sole cost and expense, subject, however, to any applicable construction warranties. The District shall, at the District’s sole cost and expense, use all reasonable efforts in accordance with industry standards. Exhibit F and applicable law: (a) to keep and maintain the Regional Improvements in good condition and repair, and (b) to provide utility services in accordance with the terms of this Agreement.

6. **System Development Fee Rebates** – Each entity, including, but not limited to, the Hospital and GSA, seeking utility services from the District, as a condition to receiving such utility service, shall pay the then current District, Denver Water Board and Metro Wastewater Reclamation District system development fees (the “SDFs”). The District shall rebate a portion of the District’s SDFs to the Hospital as described below. The rebate shall not apply to SDFs of the Denver Water Board or Metro Wastewater Reclamation District. Rebates shall not be made for the cost of Local Improvements. The rebate amount shall comply with all of the following:

   a. The sum of all rebates shall not exceed the Actual Cost, without interest, paid by the Hospital for the Regional Improvements.

   b. Rebates shall only be provided from District SDFs derived from development within the System Development Fee Rebate Boundaries shown on Exhibit C.
Water and Sewer Capacity and Utility Service Agreement

c. Rebates shall only be provided from District SDFs received by the District within ten (10) years after the date of issuance of the first Certificate of Occupancy:

   i. Issued subsequent to the effective date of this Agreement; and
   ii. Issued for a building located within the System Development Fee Rebate Boundary shown on Exhibit C.

d. If, at the end of such 10-year period, the Hospital has not received the entire Actual Cost, the District and the Hospital shall negotiate in good faith whether such rebate period shall be extended. Any extension shall be at the sole discretion of the District and, if approved by the District, shall be on a year-to-year basis.

e. The District shall pay to the Hospital a rebate of seventy-five percent (75%) of the District’s SDFs within thirty (30) days of the District collecting any SDFs.

7. Annual Report - The District shall provide an annual report, in writing, to the Hospital and to GSA. The report shall be provided by March 15th for the period ending December 31 of the previous calendar year. The report will be required until the rebate period expires or the Hospital recovers its entire Actual Costs or the Utility Capacity is provided, whichever occurs latest. The report shall be substantially in the form of attached Exhibit D.

8. Service Charges – The District will bill individual customers for service in a manner consistent with the District’s normal billing policies and in accordance with the then-current schedule of charges for water and sewer service as set forth in the District’s Rules and Regulations, as the same may be amended from time to time.

9. Inclusion into the District’s Boundaries – It is acknowledged by the Parties that inclusion of real property into the boundaries of the District is a requirement prior to the District providing utility service to said property. Such inclusion can take place only if the owner(s) of the real property request said inclusion in accordance with the Rules and Regulations of the District and applicable State law. The District shall not require any additional payment for the Regional Improvements other than for the initial construction as described in Section 3 above, when considering inclusion of any part or all of Planning Areas I and II as depicted on Exhibit C.

10. Third Party Dependence - The Parties acknowledge that the provision of utility service required by this Agreement depends upon matters beyond the reasonable control of the District, including, but not limited to, delays in depositing funds for the Construction Contracts as required by Paragraph 3 above, or any other delays caused by the Hospital or GSA, and depends upon sources beyond the control of the District including, but not limited to, existing contracts between the District and the Denver Water Department and between the District and the Metro Wastewater Reclamation District. The Parties further acknowledge that rationing or other curtailment of service may occur as deemed necessary by the District and consistent with rationing or other curtailment of service to other customers of the District.
Water and Sewer Capacity and Utility Service Agreement

11. **Indemnification by the District** – The District acknowledges and agrees that neither the Hospital nor GSA are assuming any obligations or responsibilities with respect to the design and construction of the Regional Improvements other than as specifically set forth in this Agreement. As a result, except as provided elsewhere herein, the District shall defend, indemnify and hold harmless the Hospital and GSA, and any of their respective affiliates, officers, employees, agents, and representatives, from any and all claims, liability, loss, property damage, personal injury or death, interest, judgments, liens, costs and expenses arising out of activities conducted or authorized by the District with respect to the design and construction of the Regional Improvements.

12. **Specific Performance** – The Hospital and GSA shall have a right to specific performance of the District’s obligation to provide the Utility Capacity described in Section 4, above, unless such performance cannot occur for the reasons set forth in Section 10, above. No claim for specific performance shall accrue until the Hospital or GSA, as applicable, has given notice to the District of any alleged noncompliance on the part of the District, and the District shall have thirty (30) calendar days thereafter to cure said noncompliance.

13. **Limitation of Liability** – When the work under a construction contract for any portion of the Regional Improvements has progressed to the point where, in the opinion of the District, such work can be utilized for its intended purposes, the District shall issue a written notice of “**Substantial Completion.**” After inspection and upon Substantial Completion, with respect to Regional Improvements, and after inspection and acceptance by the District, the Denver Water Board, and Metro Wastewater Reclamation District, as the case may be with respect to Local Improvements, the District shall (a) maintain the Regional Improvements and the Local Improvements in substantially the same manner that it maintains the rest of its facilities servicing other customers in the service boundaries of the District, and (b) use reasonable efforts to remedy any failure or malfunction of the Regional Improvements and/or the Local Improvements with all reasonable dispatch. So long as the District does not breach the foregoing obligations or other obligations set forth in this Agreement, and as long as the District complies with industry standards, Exhibit F and applicable law, the District shall not be liable to the Hospital or GSA for any loss, cost, injury, or damage arising out of or related to the District’s performance under this Agreement.

14. **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.

15. **Events of Default** - In the event that either the Hospital or GSA violates the terms of this Agreement, the District may discontinue provision of water and/or sewer service as described in this Agreement to, if the Hospital is in violation, Planning Area I, or, if GSA is in violation, Planning Area II. The District must first provide written notice of the alleged violation to the Hospital or GSA, as applicable, and must afford
the Hospital or GSA, as applicable, a reasonable period of time within which to cure or remedy such alleged violation and any other customer rights provided for in Exhibit F.

16. **Effective Date** – This Agreement shall become effective upon its execution by all of the Parties to this Agreement. A Memorandum of this Agreement in the form attached hereto as Exhibit E shall be recorded by the Hospital at its sole cost and expense among the land records of Jefferson County, Colorado, against the real property located in Planning Area I as depicted on Exhibit C. The Parties obligations under this Agreement are expressly subject to the closing and conveyance of title to all or a portion of the property depicted as Planning Area I on Exhibit C from GSA to the City of Lakewood, Colorado, and subsequent closing and conveyance of title to said property from the City of Lakewood, Colorado to the Hospital prior to such obligations becoming enforceable, and, if such title is not conveyed by December 31, 2007, or a later date mutually agreed to in writing by the Parties, then, except for the obligation of the Hospital to reimburse the District for Actual Costs incurred by the District prior to December 31, 2007, or such later date, this Agreement shall be terminated and of no further force or effect.

17. **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.

18. **Amendments or Modifications** - The Parties hereto may amend or modify this Agreement only by written instrument executed on behalf of each Party by an authorized representative thereof.

19. **Successors and Assigns** - The terms and conditions of this Agreement shall be binding upon and shall inure to the Parties and their respective successors and assigns. This Agreement may be assigned by any Party to any successor owner of real property located in Planning Area II without the consent of the others, provided that (a) any and all successors and assigns assume all obligations and comply with all terms and conditions herein, and (b) the Party assigning its rights and obligations does so in writing and promptly provides a copy of the assignment to the other Parties.

20. **Designation** - Each Party hereto is an independent contractor, and nothing herein contained shall constitute or designate any Party or any of its officers, employees, partners, or agents as officers, agents or employees of any other Party hereto.

21. **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.

22. **Counterparts** - This Agreement may be executed in counterparts, each of which shall be deemed an original.
Water and Sewer Capacity and Utility Service Agreement

23. **Scope** - This Agreement contains the entire agreement between the Parties, and no statements, promises or inducements made by any Party or agent of any party that are not contained in this written contract shall be valid or binding.

24. **Notices** - All notices, deliveries and requests and other communications pursuant to or in connection with this Agreement shall be in writing and shall be deemed given upon delivery with a written receipt (or upon refusal of delivery or receipt) at the appropriate address indicated below either: (a) by registered or certified United States mail, return receipt requested, postage prepaid; or (b) by hand; or (c) by a nationally-recognized overnight delivery service with receipt confirmation capability; or (d) by another method agreed upon by the sender and the intended recipient:

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

with a copy to:  Icenogle Norton Smith and Blieszner
835 South Lewis Street
Lakewood, CO 80226
Attn: Gordon F. Garrett, Esq.
Facsimile: 303-382-6994

To the Hospital:  Catholic Health Initiatives Colorado
5670 DTC Parkway
Englewood, CO 80112
Attn: Kris Ordelheide, Esq.
Facsimile: 303-290-8150 303-804-8196

with a copy to:  Kutak Rock LLP
1801 California Street, Suite 3100
Denver, CO 80202
Attn: William S. Martin, Esq.
Facsimile: 303-292-7799

To GSA:  Regional Administrator
U.S. General Services Administration
Rocky Mountain Region
Denver Federal Center
Building 41, Room 200
P.O. Box 25006
Denver, CO 80225

with copies to:  Assistant Regional Administrator, PBS
U.S. General Services Administration
Rocky Mountain Region
Denver Federal Center
Water and Sewer Capacity and Utility Service Agreement

Building 41, Room 220
P.O. Box 25546
Denver, CO 80225

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

25. Governing Law - This Agreement shall be governed by the federal laws of the United States of America and, if such laws are not applicable to the issue in question, then this Agreement shall be governed by the laws of the State of Colorado.

26. Severability - It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any applicable law by the courts, 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 Agreement did not contain the particular part, term or provision held to be invalid.

27. Business Day - As used herein the term "Business Day" means any day except Saturday, Sunday, Federal holidays as published by the U.S. Office of Personnel Management, and Colorado State legal holidays defined by C.R.S. 24-11-101 and published by the Colorado Secretary of State on its website.

28. Duty to Cooperate - Upon request from the Hospital or GSA, the District shall provide to the requesting Party a copy of each requested document within the possession or control of the District associated with the purposes of this Agreement. In addition, each Party agrees to cooperate reasonably with the other Parties to facilitate the satisfaction of their respective obligations under this Agreement; provided, however, that, except as otherwise contemplated by the express terms of this Agreement, in no event shall any Party’s duty to cooperate pursuant to this Section obligate such Party to incur any additional liabilities or un-reimbursed out-of-pocket expenses in connection with such cooperation.

29. Authority - The persons signing this Agreement in a representative capacity warrant that they are duly authorized to do so.
Water and Sewer Capacity and Utility Service Agreement

GREEN MOUNTAIN WATER AND SANITATION DISTRICT
By: [Signature]
Name: Lewis E. Short
Title: President
Date: 5/14/07

CATHOLIC HEALTH INITIATIVES, COLORADO, a Colorado non-profit corporation
By: [Signature]
Name: Arlen B. Reynolds
Title: Exec. Vice President/COO
Date: 8/14/07

UNITED STATES OF AMERICA
Acting by and through the Administrator of General Services
By: [Signature]
Scott Amey
Acting Regional Administrator
Rocky Mountain Region
General Services Administration
Date: 8/20/07

Approved for Legal Sufficiency:
By: [Signature]
Leigh Ann Bunetta
Regional Counsel
General Services Administration

Concur:
By: [Signature]
Scott L. Conner
Director DFC Service Center
Rocky Mountain Region
GSA Public Buildings Service

Concur:
By: [Signature]
Paul F. Prouty
Assistant Regional Administrator
Rocky Mountain Region
GSA Public Buildings Service
Exhibit D

Water and Sewer Service
Annual Report through December 31, 20__

This report was prepared to fulfill the requirements of section 7 Annual Report of the Water and Sewer Service Agreement among the Green Mountain Water and Sanitation District (the "District"), Catholic Health Initiatives Colorado (the "Hospital") and the United States of America (the "GSA"). Green Mountain Water and Sanitation District prepared this report. Capitalized terms are defined in the above-described agreement.

1. The total Actual Costs paid or advanced to date by the Hospital = $_________

2. District SDFs collected during the calendar year.

<table>
<thead>
<tr>
<th>Service Location</th>
<th>District Water SDF Collected</th>
<th>District Sewer SDF Collected</th>
<th>Sum of Sewer and Water SDFs Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Total = $

3. District SDFs collected to date (including amounts in section 2) = $_________

4. Rebate amount paid by the District to the Hospital during the calendar year = $_________

5. Rebate amount paid by the District to the Hospital to date (including the amount in section 4) = $_________

6. Capacity committed during the calendar year.

Planning Area I

<table>
<thead>
<tr>
<th>Service Location Added during Calendar Year</th>
<th>Peak Water Flow Rate (gpm)</th>
<th>Peak Sewer Flow Rate (gpd)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

1
### Planning Area II

<table>
<thead>
<tr>
<th>Service Location Added during Calendar Year</th>
<th>Peak Water Flow Rate (gpm)</th>
<th>Peak Sewer Flow Rate (gpd)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Capacity committed to date including the amounts in section 6

<table>
<thead>
<tr>
<th></th>
<th>Peak Water Flow Rate (gpm)</th>
<th>Peak Sewer Flow Rate (gpd)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning Area I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning Area II</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT E

MEMORANDUM OF WATER AND SEWER CAPACITY AND UTILITY SERVICE AGREEMENT

THIS MEMORANDUM OF WATER AND SEWER CAPACITY AND UTILITY SERVICE AGREEMENT ("Memorandum") is made and entered into as of this __________ day of __________, 2007, by and between the Green Mountain Water and Sanitation District (the "District"), Catholic Health Initiatives Colorado (the "Hospital"), a Colorado non-profit corporation, and the United States of America, acting by and through the Administrator of General Services and authorized representatives ("GSA").

WITNESSETH:

WHEREAS, the District, the Hospital and GSA have entered into a Water and Sewer Capacity and Utility Service Agreement dated as of __________, 2007 (the "Agreement"), and the District, the Hospital and GSA desire to enter into this Memorandum to be recorded in order that third parties will have notice of the existence of the Agreement and certain terms thereof; and

WHEREAS, the Agreement concerns the land generally located north of Alameda Avenue, west of Kipling Parkway, south of Sixth Avenue, and east of Union Boulevard in Jefferson County, Colorado (the "Property").

NOW THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by the Hospital and GSA to the District, the receipt and sufficiency of which are hereby acknowledged, the District, the Hospital and GSA hereby agree that the Hospital shall record this Memorandum in the land records of Jefferson County, Colorado, against the real property located in Planning Area I as depicted on Exhibit C to the Agreement.

IN WITNESS WHEREOF, on the date first above written, the District, the Hospital and GSA have caused this Memorandum to be executed on their behalf.

(signatures on following page)
ATTEST:

By: [Signature]

THE DISTRICT:
GREEN MOUNTAIN WATER AND SANITATION DISTRICT

By: [Signature]
Name: Lewis E. Short
Title: President

THE HOSPITAL:
CATHOLIC HEALTH INITIATIVES COLORADO

By: [Signature]
Name: Arlen B. Reynolds
Title: Exec. Vice President/CEO

GSA:

UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES and authorized representatives

By: [Signature]
Name: Leslie Pomaron
Title: Regional Administrator Rocky Mt. Region USA
COUNTY OF JEFFERSON )
) ss:

STATE OF COLORADO )

On this __14__ day of __May____, 2007, before me, 

Catherine R. Mantey, a Notary Public in and for the jurisdiction aforesaid, 
personally appeared Lewis E. Booth, known personally (or 
satisfactorily proven) to me to be the President of the Green 
Mountain Water and Sanitation District, and that he, in such capacity, 
being authorized to do so, executed the foregoing and annexed 
Memorandum of Water and Sewer Capacity and Utility Service 
Agreement, bearing date as of __May 14____, 2007, for the 
purposes therein contained on behalf of the Green Mountain Water and 
Sanitation District.

[Signature]
Notary Public

My commission expires: __4/15/11__

COUNTY OF ARAPAHOE )
) ss:

STATE OF COLORADO )

On this __14th__ day of __August____, 2007, before me, 

Susan K. Lindsay, a Notary Public in and for the jurisdiction aforesaid, 
personally appeared Arlen E. Reynolds, known personally (or 
satisfactorily proven) to me to be the Executive Director of the Catholic 
Health Initiatives Colorado, and that he, in such capacity, being 
authorized to do so, executed the foregoing and annexed Memorandum of 
Water and Sewer Capacity and Utility Service Agreement, bearing date as 
of __May 14____, 2007, for the purposes therein contained on 
behalf of the Catholic Health Initiatives Colorado.

[Susan K. Lindsay]
Notary Public

My commission expires: __11/25/2007__
COUNTY OF JEFFERSON 

) ss:

STATE OF COLORADO 

On this _____ day of ____________, 2007, before me, 
WANDA C. SMITH, a Notary Public in and for the jurisdiction aforesaid, 
personally appeared ______________, known personally (or 
satisfactorily proven) to me to be the ______________ of the United 
States General Services Administration, and that he, in such capacity, 
being authorized to do so, executed the foregoing and annexed 
Memorandum of Water and Sewer Capacity and Utility Service 
Agreement, bearing date as of ________________, 2007, for the 
purposes therein contained on behalf of the United States of America, 
acting by and through the Administrator of General Services and 
authorized representatives.

[Signature]
Notary Public

My commission expires: Oct. 31, 2009
MEMORANDUM OF AMENDMENT NO. 1 TO WATER AND SEWER CAPACITY AND UTILITY SERVICE AGREEMENT

THIS MEMORANDUM OF AMENDMENT NO. 1 TO WATER AND SEWER CAPACITY AND UTILITY SERVICE AGREEMENT ("Memorandum") is made and entered into as of this 14th day of September, 2009, by and between the Green Mountain Water and Sanitation District (the "District"), Catholic Health Initiatives Colorado (the "Hospital"), a Colorado non-profit corporation, and the United States of America, acting by and through the Administrator of General Services and authorized representatives ("GSA").

WITNESSETH:

WHEREAS, the District, the Hospital and GSA have entered into a Water and Sewer Capacity and Utility Service Agreement dated as of April 19, 2007 (the "Agreement"), which was subsequently amended by Amendment No. 1 thereto dated as of September 14, 2009 (the "Amendment"), and the District, the Hospital and GSA desire to enter into this Memorandum to be recorded in order that third parties will have notice of the existence of the Amendment and certain terms thereof; and

WHEREAS, the Amendment concerns the land generally located north of Alameda Avenue, west of Kipling Parkway, south of Sixth Avenue, and east of Union Boulevard in Jefferson County, Colorado (the "Property").

NOW THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by the Hospital and GSA to the District, the receipt and sufficiency of which are hereby acknowledged, the District, the Hospital and GSA hereby agree that the Hospital shall record this Memorandum in the land records of Jefferson County, Colorado, against the real property located in Planning Area I as depicted on Exhibit C, which is attached hereto, to the Agreement, as amended.

IN WITNESS WHEREOF, on the date first above written, the District, the Hospital and GSA have caused this Memorandum to be executed on their behalf.

[signatures on following page]
ATTEST:

By: [Signature]

THE DISTRICT:

GREEN MOUNTAIN WATER AND SANITATION DISTRICT

By: [Signature]

Name: Michael P. Lantz
Title: President

THE HOSPITAL:

CATHOLIC HEALTH INITIATIVES COLORADO

By: [Signature]

Name: Randy Safady
Title: Treasurer

GSA:

UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES and authorized representatives

By: [Signature]

Name: Susan B. Damour
Title: Regional Administrator
COUNTY OF JEFFERSON  

STATE OF COLORADO  

On this 26th day of October, 2009, before me, Catherine R. Monty, a Notary Public in and for the jurisdiction aforesaid, personally appeared Michael Plant, known personally (or satisfactorily proven) to me to be the President of the Green Mountain Water and Sanitation District, and that he, in such capacity, being authorized to do so, executed the foregoing and annexed Memorandum of Amendment No. 1 to Water and Sewer Capacity and Utility Service Agreement, bearing date as of October 14, 2009, for the purposes therein contained on behalf of the Green Mountain Water and Sanitation District.

[Signature]
Notary Public

My commission expires: 4/15/11

ARAPAHOE  
COUNTY OF JEFFERSON  

STATE OF COLORADO  

On this 11th day of November, 2009, before me, Susan K. Lindsay, a Notary Public in and for the jurisdiction aforesaid, personally appeared Randy Safady, known personally (or satisfactorily proven) to me to be the Treasurer of the Catholic Health Initiatives Colorado, and that he, in such capacity, being authorized to do so, executed the foregoing and annexed Memorandum of Amendment No. 1 to Water and Sewer Capacity and Utility Service Agreement, bearing date as of September 14, 2009, for the purposes therein contained on behalf of the Catholic Health Initiatives Colorado.

[Signature]
Notary Public

My commission expires: 11/25/2011
COUNTY OF JEFFERSON  
} ss:  
STATE OF COLORADO  
}

On this 27th day of October, 2009, before me, Wende C. Smith, a Notary Public in and for the jurisdiction aforesaid, personally appeared Susan B. Damour, known personally (or satisfactorily proven) to me to be the Regional Administrator of the United States General Services Administration, and that he, in such capacity, being authorized to do so, executed the foregoing and annexed Memorandum of Amendment No. 1 to Water and Sewer Capacity and Utility Service Agreement, bearing date as of September 14, 2009, for the purposes therein contained on behalf of the United States of America, acting by and through the Administrator of General Services and authorized representatives.

[Signature]

Notary Public

My commission expires: 10/31/2009
INCLUSION AGREEMENT
BETWEEN UNITED STATES OF AMERICA
AND
GREEN MOUNTAIN WATER AND SANITATION DISTRICT

THIS INCLUSION AGREEMENT (the “Agreement”) is entered into this 17th day of July, 2007, by and between GREEN MOUNTAIN WATER AND SANITATION DISTRICT, a quasi-municipal corporation of the State of Colorado, (the “District”) and UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives (“GSA”) individually referred to herein as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District was organized pursuant to Title 32, Colorado Revised Statutes to, among other things, finance, acquire and construct water, and sewer improvements and facilities within and without the boundaries of the District; and

WHEREAS, GSA is the fee owner of the property described in Exhibit A, attached hereto and incorporated herein (the “Property”); and

WHEREAS, GSA wishes to include the Property into the District in return for the District’s provision of infrastructure that will serve the Property subject to the terms of this Agreement; and

WHEREAS, owners of property may petition for inclusion within the District pursuant to C.R.S. §§ 32-1-401, et seq.; and

WHEREAS, on May 10, 2007, GSA submitted a petition in accordance with and pursuant to C.R.S. § 32-1-401(1)(a) requesting inclusion of the Property into the boundaries of the District (the “Petition”); and

WHEREAS, the Parties agree that the Property shall be included into the District subject to the terms and conditions contained in this Agreement and in that certain WATER AND SEWER CAPACITY AND UTILITY SERVICE AGREEMENT (the “Three Party Agreement”) made and entered into as of the ____ day of __________, 2007, by and between the District, Catholic Health Initiatives Colorado (the “Hospital”), and the United States of America (“GSA”) and recorded in the Jefferson County real property records bearing Reception No.________________:

NOW, THEREFORE, the Parties agree that the following shall be conditions of inclusion of the Property into the District:
TERMS AND CONDITIONS

1. **PETITION FOR INCLUSION OF THE PROPERTY.** The District agrees that its Board of Directors will hear the United States of America's Petition For Inclusion at a public meeting in July, having duly published notice of such meeting as required by C.R.S. 32-401-1(1)(b). If the Board of Directors grants the petition, the District will file with the Clerk of the Jefferson County District Court a Resolution and Order of Inclusion, subject to conditions, substantially in the form attached hereto as Exhibit B and incorporated herein by this reference; and cause the court-approved Conditional Order to be recorded in the real property records in the office of the Jefferson County Clerk and Recorder. If for any reason the Board of Directors does not grant the Petition For Inclusion, or the District Court does not approve the Conditional Order of Inclusion, the District shall give written notice thereof to GSA forthwith, whereupon this Agreement shall terminate and be of no further force or effect, except for the obligation of the GSA to pay to the District the Costs of inclusion as defined in Paragraph 3, below.

2. **AD VALOREM TAXES AND FEES.** While the District does not now impose ad valorem taxes or fees, the Property shall be subject to such taxes and fees in the future, if and when the District imposes such taxes or fees upon all taxable property within the District boundaries; provided, and to the extent that, the Property has been conveyed to a person or entity which is not tax-exempt.

3. **COSTS OF INCLUSION.** GSA shall be responsible for all of the costs incurred by the District related to the inclusion of the Property into the District (the “Costs”). Costs shall include, but not be limited to, engineering, legal, accounting, administrative review, management, inspection, recording fees. To facilitate this responsibility, GSA has deposited $5,000 with the District. GSA agrees to the District’s dispersal of the deposited funds to cover the Costs. GSA shall provide such additional funds, as may be necessary, in the District’s sole discretion, to cover the Costs. GSA shall remit these additional funds to the District within 3 business days of the District’s request for the same. Failure by the District to request additional funds shall not relieve GSA from the obligation to pay same. When the District, in its sole discretion, determines that no other Costs will be incurred, the District shall submit to GSA an accounting of the funds expended and refund to the GSA any unexpended amounts on deposit with the District. Customary Inclusion fees are waived by the District in light of the ancillary benefits to the District and upgrades to District facilities.

4. **BINDING EFFECT/COVENANTS RUNNING WITH THE LAND.** This Agreement shall be binding upon the Parties, their heirs, successors and assigns. The terms and conditions of this Agreement are intended by the Parties to be covenants touching, benefiting and running with the land.

5. **RECORDING OF AGREEMENT.** The District shall record this Agreement in the real property records of Jefferson County.
6. ENTIRE AGREEMENT. This Agreement and the Three Party Agreement constitute the entire agreement between the Parties hereto relating to the subject matter of these two agreements and set forth the rights, duties and obligations of each Party to the others as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement and the Three Party Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by the Parties.

7. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement.

8. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and any disputes hereunder shall be resolved in the courts of the State of Colorado.

9. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder. Neither the District nor GSA waives its governmental immunity rights as to any claims or damages asserted by any person or entity arising out of this Agreement or the Three Party Agreement.

10. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

11. NOTICES. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to a Party hereto, by another Party shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal service, upon receipt in the United States mail, first-class postage prepaid, addressed to:

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

with a copy to: Icenogle Norton Smith and Blieszner
835 South Lewis Street
Lakewood, CO 80226
Attn: Gordon F. Garrett, Esq.
Facsimile: 303-382-6994
To GSA: Regional Administrator
U.S. General Services Administration
Rocky Mountain Region
Denver Federal Center
Building 41, Room 200
P.O. Box 25006
Denver, CO 80225

with copies to: Assistant Regional Administrator, PBS
U.S. General Services Administration
Rocky Mountain Region
Denver Federal Center
Building 41, Room 220
P.O. Box 25546
Denver, CO 80225

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

A Party may change its address for the purpose of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

GREEN MOUNTAIN WATER AND SANITATION DISTRICT

By: [Signature]

Name: Adam Paul
Title: Vice-President
Date: 7/17/07

Approved for Legal Sufficiency:

By: Leigh Ann Bunetta
Leigh Ann Bunetta
Regional Counsel
General Services Administration

Concur:

By: Scott L. Conner
Scott L. Conner
Director DFC Service Center
Rocky Mountain Region
GSA Public Buildings Service

Concur:

By: [Signature]
Paul F. Prouty
Assistant Regional Administrator
Rocky Mountain Region
GSA Public Buildings Service

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

By: [Signature]
Scott-Armey, Leslie Plomondon
Acting Regional Administrator
Rocky Mountain Region
General Services Administration

Date: 8/20/07

[Signature]
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY
UTILITY PARCEL 1 (NORTHWEST):

A PARCEL OF LAND, LOCATED IN THE NORTH ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 8 AND IN THE NORTHWEST ONE-QUARTER OF SECTION 9, 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 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PL 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PL 17669" ON THE WEST END.


THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 600.50 FEET TO THE POINT OF BEGINNING;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 1667.41 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST SIXTH AVENUE AND THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 2407, PAGES 776-783;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST SIXTH AVENUE THE FOLLOWING FIVE (5) COURSES:

1. THENCE S72°30'32"E, A DISTANCE OF 99.60 FEET;
2. THENCE N88°53'45"E, A DISTANCE OF 238.60 FEET;
3. THENCE N89°44'33"E, A DISTANCE OF 375.33 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 9;
4. THENCE CONTINUING N89°44'33"E, A DISTANCE OF 50.00 FEET
5. THENCE N81°11'33"E A DISTANCE OF 262.21 FEET;

THENCE S00°00'00"E, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1777.07 FEET;

THENCE S89°59'59"W, A DISTANCE OF 964.21 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1,665,297 SQUARE FEET OR 38.2300 ACRES; MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: APRIL 30, 2007

BY: MARTIN G. BRAUNS, PLS 27926
UTILITY PARCEL 2 (SOUTHWEST):

A PARCEL OF LAND, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 60 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 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 N75°33'03"E, A DISTANCE OF 298.85 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS ESTABLISHED IN BOOK 394 AT PAGE 460, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N01°03'08"W, A DISTANCE OF 161.14 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 199.81 FEET, HAVING A RADIUS OF 565.60 FEET, A CENTRAL ANGLE OF 20°15'45" AND A CHORD BEARING N11°11'01"W, A DISTANCE OF 198.77 FEET TO A POINT OF TANGENT;

THENCE N21°18'53"W, ALONG SAID TANGENT, A DISTANCE OF 181.27 FEET

THENCE S90°00'00"E, A DISTANCE OF 566.26 FEET;

THENCE S00°00'00"E, A DISTANCE OF 520.82 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST ALAMEDA AVENUE;

THENCE S89°24'08"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 398.88 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 224,540 SQUARE FEET OR 5.1547 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPIRIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: MAY 7, 2007

BY: MARTIN G. BRAUNS, PLS 27926
UTILITY PARCEL 3 (SOUTHEAST):

A PARCEL OF LAND, LOCATED IN THE SOUTH ONE-HALF OF SECTION 9, 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 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 SOUTH QUARTER CORNER OF SAID SECTION 9;

THEN SE N18°39'24"E, A DISTANCE OF 52.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS ESTABLISHED IN BOOK 394 AT PAGE 466; AND THE EASTERLY RIGHT-OF-WAY LINE OF SEVENTH STREET (PRIVATE DRIVE) SAID POINT BEING ALSO THE POINT OF BEGINNING.

THEN ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

1. THENCE N00°35'52"W, A DISTANCE OF 59.10 FEET TO A POINT OF CURVE

2. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 198.94 FEET, HAVING A RADIUS OF 596.00 FEET, A CENTRAL ANGLE OF 19°09'27" AND A CHORD BEARING N10°10'35"W, A DISTANCE OF 198.02 FEET TO A POINT OF TANGENT;

3. THENCE N19°45'18"W, ALONG SAID TANGENT, A DISTANCE OF 151.60 FEET TO A POINT OF CURVE;

4. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 91.28 FEET, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 20°06'52", AND A CHORD BEARING N09°41'53"W, A DISTANCE OF 90.81 FEET TO A POINT OF TANGENT;

5. THENCE N00°21'33"E, ALONG SAID TANGENT, A DISTANCE OF 637.68 FEET TO A POINT OF CURVE;

6. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 107.54 FEET, HAVING A RADIUS OF 1205.00 FEET, A CENTRAL ANGLE OF 05°06'48", AND A CHORD BEARING N02°11'51"W, A DISTANCE OF 107.50 FEET TO A POINT OF NON-TANGENCY ON THE SOUTHERLY BANK OF MCGINTY GULCH;

THEN ALONG THE SOUTHERLY BANK OF SAID MCGINTY GULCH THE FOLLOWING FORTY-TWO (42) COURSES:

1. THENCE N85°14'46"E, A DISTANCE OF 41.15 FEET;
2. THENCE N76°13'50"E, A DISTANCE OF 24.28 FEET;
3. THENCE N52°49'25"E, A DISTANCE OF 24.32 FEET;
4. THENCE N75°29'45"E, A DISTANCE OF 29.71 FEET;
5. THENCE N69°28'28"E, A DISTANCE OF 52.72 FEET;
6. THENCE N72°28'48"E, A DISTANCE OF 65.56 FEET;
7. THENCE N69°07'24"E, A DISTANCE OF 109.44 FEET;
8. THENCE N76°27'56"E, A DISTANCE OF 72.87 FEET;
9. THENCE N77°47'16"E, A DISTANCE OF 78.73 FEET;
10. THENCE S66°43'07"E, A DISTANCE OF 21.00 FEET;
11. THENCE N77°50'15"E, A DISTANCE OF 59.06 FEET;
12. THENCE N63°52'08"E, A DISTANCE OF 80.33 FEET;
13. THENCE N65°19'28"E, A DISTANCE OF 82.90 FEET;
14. THENCE N65°44'14"E, A DISTANCE OF 86.85 FEET;
15. THENCE N70°04'00"E, A DISTANCE OF 69.60 FEET;
16. THENCE N50°06'51"E, A DISTANCE OF 47.53 FEET;
17. THENCE N80°28'46"E, A DISTANCE OF 34.95 FEET;
18. THENCE N88°48'42"E, A DISTANCE OF 77.17 FEET;
19. THENCE S49°42'45"E, A DISTANCE OF 45.32 FEET;
20. THENCE S38°32'09"E, A DISTANCE OF 25.61 FEET;
21. THENCE N72°38'01"E, A DISTANCE OF 74.39 FEET;
22. THENCE N56°39'39"E, A DISTANCE OF 73.74 FEET;
23. THENCE S51°25'26"E, A DISTANCE OF 40.63 FEET;
24. THENCE N69°51'18"E, A DISTANCE OF 16.51 FEET;
25. THENCE S84°48'33"E, A DISTANCE OF 22.39 FEET;
26. THENCE N85°34'34"E, A DISTANCE OF 28.85 FEET;
27. THENCE N89°56'49"E, A DISTANCE OF 34.57 FEET;
28. THENCE N58°00'43"E, A DISTANCE OF 7.41 FEET;
29. THENCE N89°16'01"E, A DISTANCE OF 35.58 FEET;
30. THENCE N73°54'32"E, A DISTANCE OF 56.77 FEET;
31. THENCE N59°08'42"E, A DISTANCE OF 28.05 FEET;
32. THENCE N72°22'38"E, A DISTANCE OF 41.46 FEET;
33. THENCE N45°13'39"E, A DISTANCE OF 45.37 FEET;
34. THENCE N57°17'38"E, A DISTANCE OF 12.97 FEET;
35. THENCE N71°01'53"E, A DISTANCE OF 18.38 FEET;
36. THENCE S79°55'41"E, A DISTANCE OF 76.21 FEET;
37. THENCE N63°48'55"E, A DISTANCE OF 40.15 FEET;
38. THENCE N52°01'25"E, A DISTANCE OF 59.55 FEET;
39. THENCE N71°34'35"E, A DISTANCE OF 23.20 FEET;
40. THENCE N43°27'25"E, A DISTANCE OF 62.11 FEET;
41. THENCE N40°20'44"E, A DISTANCE OF 53.96 FEET;
42. THENCE N35°45'09"E, A DISTANCE OF 69.51 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MAIN AVENUE (PRIVATE DRIVE);

THENCE ALONG THE SOUTHERLY LINE OF SAID MAIN AVENUE THE FOLLOWING 10 COURSES:

1. THENCE S53°00'27"E, A DISTANCE OF 9.18 FEET;
2. THENCE S51°49'54"E, A DISTANCE OF 176.61 FEET;
3. THENCE S51°49'24"E, A DISTANCE OF 151.71 FEET TO A POINT OF CURVE;
4. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 31.33 FEET, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 03°33'15" AND A CHORD BEARING S53°36'01"E, A DISTANCE OF 31.32 FEET TO A POINT OF TANGENT;
5. THENCE S55°22'38"E, ALONG SAID TANGENT, A DISTANCE OF 125.18 FEET TO A POINT OF CURVE;
6. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 22.26 FEET, HAVING A RADIUS OF 517.00 FEET, A CENTRAL ANGLE OF 02°28'02" AND A CHORD BEARING S54°08'38"E, A DISTANCE OF 22.26 FEET TO A POINT OF TANGENT;
7. THENCE S52°54'37"E, ALONG SAID TANGENT, A DISTANCE OF 29.00 FEET TO A POINT OF CURVE;
8. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 37.93 FEET, HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 02°26'31" AND A CHORD BEARING S54°07'52"E, A DISTANCE OF 37.93 FEET TO A POINT OF TANGENT;
9. THENCE S55°21'07"E, ALONG SAID TANGENT, A DISTANCE OF 193.60 FEET;
10. THENCE S55°27'31"E, A DISTANCE OF 224.68 FEET TO A POINT ON THE WESTERLY
RIGHT-OF-WAY LINE OF KIPLING STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF KIPLING STREET THE FOLLOWING
TWO (2) COURSES:

1. THENCE S00°23'04"E, A DISTANCE OF 957.17 FEET;
2. THENCE S44°37'45"W, A DISTANCE OF 355.19 FEET TO A POINT ON THE NORTHERLY
RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE;

THENCE S89°23'50"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2280.82
TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3,827,598 SQUARE FEET OR 87.8896 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: APRIL 30, 2007

BY: MARTIN G. BRAUNS, PLS 27926
RTD PARCEL:

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF 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 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 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 SAID SECTION 8;

THENCE N00°00'10"W ALONG THE WESTERNLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF SAID 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 CONTINUING N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 8, A DISTANCE OF 97.53 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 609.50 FEET;

THENCE N89°59'59"E, A DISTANCE OF 964.20 FEET;

THENCE S00°00'00"E, A DISTANCE OF 692.07 FEET TO A POINT ON THE CENTERLINE OF WEST 2ND PLACE;

THENCE S89°06'37"W, ALONG SAID CENTERLINE OF WEST 2ND PLACE, A DISTANCE OF 964.21 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 674,467 SQUARE FEET OR 15.4836 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6901 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2006

BY: LYNN D. LANTZ, PLS 12046
HOSPITAL PARCEL 1:

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-
HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF 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 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 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°00'10"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 1316.83 FEET TO THE POINT OF
BEGINNING;

THENCE N00°00'10"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 1221.03
FEET TO A POINT ON THE CENTERLINE OF WEST 2ND PLACE;

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

THENCE S00°00'00"E, A DISTANCE OF 842.69 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 328.37 FEET, HAVING A
CENTRAL ANGLE OF 32°02'15", A RADIUS OF 587.25 FEET AND A CHORD BEARING OF
S16°01'08"W, A CHORD DISTANCE OF 324.11 FEET (C1), TO A POINT OF TANGENT;

THENCE S32°02'15"W, ALONG SAID TANGENT, A DISTANCE OF 96.48 FEET;

THENCE N90°00'00"W, A DISTANCE OF 823.41 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1,165,970 SQUARE FEET OR 26.7670 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:

KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2006

BY: LYNN D. LANTZ, PLS 12046.
HOSPITAL PARCEL 2:

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF 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 3-1/4” ALUMINUM CAP IN MONUMENT BOX, PLS 17689 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4” ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17689" 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, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°00’10”W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 1316.83 FEET;

THENCE N90°00’00”E, A DISTANCE OF 823.41 FEET;

THENCE S32°02’15”W, A DISTANCE OF 67.89 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 257.94 FEET, HAVING A CENTRAL ANGLE OF 31°06’50”, A RADIUS OF 475.00 FEET AND A CHORD BEARING OF S16°28’50”W, A CHORD DISTANCE OF 254.79 FEET (C2), TO A POINT OF TANGENT;

THENCE S00°55’25”W, ALONG SAID TANGENT, A DISTANCE OF 214.37 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 192.13 FEET, HAVING A CENTRAL ANGLE OF 22°14’18”, A RADIUS OF 495.00 FEET AND A CHORD BEARING OF S10°11’44”E, A CHORD DISTANCE OF 190.92 FEET (C3), TO A POINT OF TANGENT;

THENCE S21°18’53”E, ALONG SAID TANGENT, A DISTANCE OF 214.86 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 199.81 FEET, HAVING A CENTRAL ANGLE OF 20°15’45”, A RADIUS OF 565.00 FEET AND A CHORD BEARING OF S11°11’00”E, A CHORD DISTANCE OF 198.77 FEET (C4), TO A POINT OF TANGENT;

THENCE S01°03’08”E, ALONG SAID TANGENT, A DISTANCE OF 161.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS RECORDED IN BOOK 394, AT PAGE 460 OF THE JEFFERSON COUNTY RECORDS;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF WEST ALAMEDA AVENUE THE FOLLOWING (3) COURSES:

1. THENCE S89°24’08”W, A DISTANCE OF 202.33 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 9;
2. THENCE S00°05’14”E, A DISTANCE OF 2.47 FEET TO A POINT OF NON-TANGENT CURVE;
3. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 370.18 FEET, HAVING A CENTRAL ANGLE OF 9°03'22", A RADIUS OF 2342.00 FEET AND A CHORD BEARING OF S82°14'26"W, A CHORD DISTANCE OF 369.79 FEET (C5) TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE S89°37'30"W, ALONG THE SAID SOUTH LINE, A DISTANCE OF 296.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,002,866 SQUARE FEET OR 23.0226 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2006

BY: LYNN D. LANTZ, PLS 12046
OVERALL PARCEL

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-
HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF 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 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 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, SAID
POINT BEING THE POINT OF BEGINNING;

THENCE N00°00'10"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 2635.40 FEET;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 609.50 FEET;

THENCE N89°59'59"E, A DISTANCE OF 964.20 FEET;

THENCE S00°00'00"E, A DISTANCE OF 1534.76 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 328.37 FEET, HAVING A
CENTRAL ANGLE OF 32°02'15", A RADIUS OF 587.25 FEET AND A CHORD BEARING OF
S16°01'08"W, A CHORD DISTANCE OF 324.11 FEET (C1), TO A POINT OF TANGENT;

THENCE S32°02'15"W, ALONG SAID TANGENT, A DISTANCE OF 164.37 FEET TO A POINT OF
CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 257.94 FEET, HAVING A
CENTRAL ANGLE OF 31°06'50", A RADIUS OF 475.00 FEET AND A CHORD BEARING OF
S16°28'50"W, A CHORD DISTANCE OF 254.79 FEET (C2), TO A POINT OF TANGENT;

THENCE S00°55'25"W, ALONG SAID TANGENT, A DISTANCE OF 214.37 FEET TO A POINT OF
CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 192.13 FEET, HAVING A
CENTRAL ANGLE OF 22°14'18", A RADIUS OF 495.00 FEET AND A CHORD BEARING OF
S10°11'44"E, A CHORD DISTANCE OF 190.92 FEET (C3), TO A POINT OF TANGENT;

THENCE S21°18'53"E, ALONG SAID TANGENT, A DISTANCE OF 214.86 FEET TO A POINT OF
CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 199.81 FEET, HAVING A
CENTRAL ANGLE OF 20°15'45", A RADIUS OF 566.00 FEET AND A CHORD BEARING OF
S11°11'00"E, A CHORD DISTANCE OF 198.77 FEET (C4), TO A POINT OF TANGENT;
THENCE S01°03'08"E, ALONG SAID TANGENT, A DISTANCE OF 161.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS RECORDED IN BOOK 394, AT PAGE 460 OF THE JEFFERSON COUNTY RECORDS;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF WEST ALAMEDA AVENUE THE FOLLOWING THREE (3) COURSES:

1. THENCE S89°24'08"W, A DISTANCE OF 202.33 FEET TO A POINT ON THE WESTERNLY LINE OF SAID SECTION 9;
2. THENCE S00°05'14"E, A DISTANCE OF 2.47 FEET TO A POINT OF NON-TANGENT CURVE;
3. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 370.18 FEET, HAVING A CENTRAL ANGLE OF 9°03'22", A RADIUS OF 2342.00 FEET AND A CHORD BEARING OF S82°14'26"W, A CHORD DISTANCE OF 359.79 FEET (C5) TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE S89°37'30"W, ALONG THE SAID SOUTH LINE, A DISTANCE OF 296.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,843,307 SQUARE FEET OR 65.2733 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2006

BY: LYNN D. LANTZ, PLS 12046
EXHIBIT B

RESOLUTION AND ORDER

WHEREAS, the United States, of America, acting by and through the Administrator of General Services and authorized representatives ("GSA"), on May 10, 2007 submitted a petition (the "Petition") in accordance with and pursuant to C.R.S. § 32-1-401(1)(a) requesting inclusion of the real property which is essentially described on Exhibit A hereto and incorporated herein by this reference (the "Property") into the boundaries of the Green Mountain Water and Sanitation District (the "District"); and

WHEREAS, notice (the "Notice") of a public meeting of the Board of Directors to consider the Petition was duly published as required by statute; and

WHEREAS, such meeting was held on this 17th day of July, 2007; and

WHEREAS, the Board of Directors has examined the Petition and the published notice; has solicited and heard the comments of all present at the public meeting; and has been fully advised in this matter by its attorney and engineer;

THEREFORE, IT IS HEREBY RESOLVED that the Petition is in the required legal form; and it is further

RESOLVED that the Notice is in proper legal form and was duly published as required by statute; and it is further

RESOLVED that the United States of America is the sole fee owner of One Hundred Percent (100%) of the Property; and it is further

RESOLVED that the proposed inclusion is in the best interest of the District and its customers; and it is further

RESOLVED that subject to the express conditions set forth below, the Petition is hereby granted and the Inclusion is hereby ORDERED, and the District Manager is authorized and directed to file this Resolution and ORDER with the clerk of the Jefferson County District Court together with a form of CONDITIONAL ORDER FOR INCLUSION for the Court’s signature containing the express condition of conveyance and re-conveyance of real property as described below, and cause the Court’s resulting Conditional Order to be recorded in the real property records of the Jefferson County Clerk and Recorder; and it is finally

RESOLVED AND ORDERED that the granting of the Petition and the effectiveness of this Resolution and ORDER of Inclusion are hereby expressly conditioned upon

gfg7/17/2007
a) the closing and conveyance of title to all or a portion of the Property, from GSA to the City of Lakewood, Colorado, and subsequent closing and conveyance of title to the Property from the City of Lakewood, Colorado to Catholic Health Initiatives Colorado, a Colorado non-profit corporation (the “Hospital”) on or before December 31, 2007, or a later date mutually agreed upon in writing by the District, the Hospital and the GSA, such written agreement to be recorded in the Jefferson County real property records on or before December 31, 2007; and

(b) the Court’s Order ordering the Inclusion must also contain the express condition of conveyance and re-conveyance of title to all or a portion of the Property, as described above.

If either of such conditions does not timely occur as described herein, then this Resolution and inclusion Order shall expire and be of no further force or effect.

DONE AND ADOPTED this 17th day of July, 2007.

GREEN MOUNTAIN WATER AND SANITATION DISTRICT

By ____________________________

Adam Paul, Vice-President
UTILITY PARCEL 1 (NORTHWEST):

A PARCEL OF LAND, LOCATED IN THE NORTH ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 8 AND IN THE NORTHWEST ONE-QUARTER OF SECTION 9, 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 S69°24'08"W, A DISTANCE OF 2550.93 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.


THENCE N60°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 609.50 FEET TO THE POINT OF BEGINNING;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 1667.41 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST SIXTH AVENUE AND THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 2407, PAGES 776-783;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST SIXTH AVENUE THE FOLLOWING FIVE (5) COURSES:

1. THENCE S2°59'30"E, A DISTANCE OF 80.69 FEET;
2. THENCE N88°53'45"E, A DISTANCE OF 238.60 FEET;
3. THENCE N89°44'33"E, A DISTANCE OF 375.33 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 9;
4. THENCE CONTINUING N89°44'33"E, A DISTANCE OF 65.00 FEET
5. THENCE N81°11'30"E A DISTANCE OF 262.21 FEET;

THENCE S00°00'00"E, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1777.67 FEET;

THENCE S89°59'59"W, A DISTANCE OF 964.21 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1,665,297 SQUARE FEET OR 38.2300 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
8801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: APRIL 30, 2007

BY: MARTIN G. BRAUNS, PLS 27926
UTILITY PARCEL 2 (SOUTHWEST):

A PARCEL OF LAND, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 4
SOUTH, RANGE 89 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 2850.93 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 N75°33'09"E, A DISTANCE OF 208.85 FEET TO A POINT ON THE NORTHERLY RIGHT-OFF-
WAY LINE OF WEST ALAMEDA AVENUE AS ESTABLISHED IN BOOK 394 AT PAGE 460, SAID
POINT BEING THE POINT OF BEGINNING;

THENCE N01°03'08"W, A DISTANCE OF 161.14 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 199.81 FEET,
HAVING A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 20°15'45" AND A CHORD BEARING
N11°11'01"W, A DISTANCE OF 193.77 FEET TO A POINT OF TANGENT;

THENCE N21°18'53"W, ALONG SAID TANGENT, A DISTANCE OF 181.27 FEET

THENCE S90°00'00"E, A DISTANCE OF 506.25 FEET;

THENCE S00°00'00"E, A DISTANCE OF 520.82 FEET TO A POINT ON THE NORTHERLY RIGHT-OFF-
WAY LINE OF SAID WEST ALAMEDA AVENUE;

THENCE S89°24'08"W, ALONG SAID RIGHT-OFF-WAY LINE, A DISTANCE OF 398.88 FEET TO THE
POINT OF BEGINNING;

SAID PARCEL CONTAINS 224,540 SQUARE FEET OR 5.1547 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPIRIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JGB NO. 2041
DATE: MAY 7, 2007

BY: MARTIN G. BRAUNS, PLS 27926
UTILITY PARCEL 3 (SOUTHEAST):

A PARCEL OF LAND, LOCATED IN THE SOUTH ONE-HALF OF SECTION 9, 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 S39°24’08”W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4” ALUMINUM CAP IN MONUMENT BOX, PL 17B69 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4” ALUMINUM CAP IN MONUMENT BOX, MARKED “ENGINEERING SURVEYS, INC. PL 17B69” ON THE WEST END.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE N18°39’24”E, A DISTANCE OF 52.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS ESTABLISHED IN BOOK 394 AT PAGE 460, AND THE EASTERLY RIGHT-OF-WAY LINE OF SEVENTH STREET (PRIVATE DRIVE) SAID POINT BEING ALSO THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

1. THENCE N00°35’52”W, A DISTANCE OF 69.10 FEET TO A POINT OF CURVE

2. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 198.94 FEET, HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 19°09’27” AND A CHORD BEARING N10°10’35”W, A DISTANCE OF 198.02 FEET TO A POINT OF TANGENT;

3. THENCE N19°46’18”W, ALONG SAID TANGENT, A DISTANCE OF 151.60 FEET TO A POINT OF CURVE;

4. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 91.28 FEET, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 29°08’52” AND A CHORD BEARING N09°41’53”W, A DISTANCE OF 90.81 FEET TO A POINT OF TANGENT;

5. THENCE N00°21’33”E, ALONG SAID TANGENT, A DISTANCE OF 637.68 FEET TO A POINT OF CURVE;

6. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 107.54 FEET, HAVING A RADIUS OF 1205.00 FEET, A CENTRAL ANGLE OF 65°06’43”, AND A CHORD BEARING N02°11’51”W, A DISTANCE OF 107.50 FEET TO A POINT OF NON-TANGENCY ON THE SOUTHERLY BANK OF MCINTYRE GULCH;

THENCE ALONG THE SOUTHERLY BANK OF SAID MCINTYRE GULCH THE FOLLOWING FORTY-TWO (42) COURSES:

1. THENCE N85°14’46”E, A DISTANCE OF 41.15 FEET;

2. THENCE N76°13’50”E, A DISTANCE OF 24.28 FEET;

3. THENCE N52°49’25”E, A DISTANCE OF 24.32 FEET;

4. THENCE N75°23’45”E, A DISTANCE OF 29.71 FEET;

5. THENCE N69°28’28”E, A DISTANCE OF 52.72 FEET;

6. THENCE N72°23’48”E, A DISTANCE OF 65.56 FEET;

7. THENCE N69°07’24”E, A DISTANCE OF 109.44 FEET;

8. THENCE N76°27’56”E, A DISTANCE OF 72.87 FEET;
9. THENCE N77°47'13"E, A DISTANCE OF 78.73 FEET;
10. THENCE S66°43'07"E, A DISTANCE OF 21.00 FEET;
11. THENCE N77°30'15"E, A DISTANCE OF 59.06 FEET;
12. THENCE N63°52'08"E, A DISTANCE OF 80.33 FEET;
13. THENCE N65°19'28"E, A DISTANCE OF 82.90 FEET;
14. THENCE N65°44'14"E, A DISTANCE OF 86.85 FEET;
15. THENCE N70°04'00"E, A DISTANCE OF 69.80 FEET;
16. THENCE N50°06'51"E, A DISTANCE OF 47.53 FEET;
17. THENCE N80°25'45"E, A DISTANCE OF 34.95 FEET;
18. THENCE N88°48'42"E, A DISTANCE OF 77.17 FEET;
19. THENCE S49°42'45"E, A DISTANCE OF 45.32 FEET;
20. THENCE S38°32'09"E, A DISTANCE OF 25.51 FEET;
21. THENCE N72°38'01"E, A DISTANCE OF 74.39 FEET;
22. THENCE N56°39'39"E, A DISTANCE OF 73.74 FEET;
23. THENCE S51°25'26"E, A DISTANCE OF 40.63 FEET;
24. THENCE N69°51'18"E, A DISTANCE OF 15.51 FEET;
25. THENCE S84°48'33"E, A DISTANCE OF 22.39 FEET;
26. THENCE N85°34'34"E, A DISTANCE OF 28.65 FEET;
27. THENCE N89°56'49"E, A DISTANCE OF 34.57 FEET;
28. THENCE N58°00'43"E, A DISTANCE OF 7.41 FEET;
29. THENCE N80°15'01"E, A DISTANCE OF 35.58 FEET;
30. THENCE N70°54'32"E, A DISTANCE OF 56.77 FEET;
31. THENCE N59°08'42"E, A DISTANCE OF 28.05 FEET;
32. THENCE N72°22'36"E, A DISTANCE OF 41.46 FEET;
33. THENCE N45°13'38"E, A DISTANCE OF 45.37 FEET;
34. THENCE N57°17'38"E, A DISTANCE OF 12.97 FEET;
35. THENCE N71°01'33"E, A DISTANCE OF 13.38 FEET;
36. THENCE S79°56'41"E, A DISTANCE OF 76.21 FEET;
37. THENCE N63°48'55"E, A DISTANCE OF 46.15 FEET;
38. THENCE N52°01'25"E, A DISTANCE OF 59.56 FEET;
39. THENCE N71°34'36"E, A DISTANCE OF 23.20 FEET;
40. THENCE N43°27'25"E, A DISTANCE OF 62.11 FEET;
41. THENCE N40°20'44"E, A DISTANCE OF 53.96 FEET;
42. THENCE N35°45'09"E, A DISTANCE OF 69.51 FEET TO A POINT ON THE
SOUTHWESTERLY RIGHT-OF-WAY LINE OF MAIN AVENUE (PRIVATE DRIVE);

THENCE ALONG THE SOUTHERLY LINE OF SAID MAIN AVENUE THE FOLLOWING 10 COURSES:

1. THENCE S53°00'27"E, A DISTANCE OF 9.13 FEET;
2. THENCE S51°49'54"E, A DISTANCE OF 178.81 FEET;
3. THENCE S51°49'24"E, A DISTANCE OF 151.71 FEET TO A POINT OF CURVE;
4. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 31.33
FEET, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 03°33'15" AND A
CHORD BEARING S53°35'01"E, A DISTANCE OF 31.32 FEET TO A POINT OF TANGENT;
5. THENCE S55°22'39"E, ALONG SAID TANGENT, A DISTANCE OF 125.18 FEET TO A
POINT OF CURVE;
6. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF
22.26 FEET, HAVING A RADIUS OF 517.00 FEET, A CENTRAL ANGLE OF 02°28'02" AND
A CHORD BEARING S54°08'38"E, A DISTANCE OF 22.26 FEET TO A POINT OF
TANGENT;
7. THENCE S52°54'37"E, ALONG SAID TANGENT, A DISTANCE OF 29.00 FEET TO A
POINT OF CURVE;
8. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 37.93
FEET, HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 02°26'31" AND A
CHORD BEARING S54°07'52"E, A DISTANCE OF 37.83 FEET TO A POINT OF TANGENT;
9. THENCE S55°21'07"E, ALONG SAID TANGENT, A DISTANCE OF 193.60 FEET;
10. THENCE S55°27'31"E, A DISTANCE OF 224.68 FEET TO A POINT ON THE WESTERLY
RIGHT-OF-WAY LINE OF KIPLING STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF KIPLING STREET THE FOLLOWING
TWO (2) COURSES:

1. THENCE S00°23'04"E, A DISTANCE OF 857.17 FEET;
2. THENCE S44°37'45"W, A DISTANCE OF 355.19 FEET TO A POINT ON THE NORTHERLY
RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE;

THENCE S89°23'50"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2280.52
TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3,827,598 SQUARE FEET OR 87.8696 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: APRIL 30, 2007

BY: MARTIN G. BRAUNS, PLS 27925
RTD PARCEL:

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-HALF OF THE EAST ONE-HALF 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 2850.93 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 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 SAID SECTION 8;

THENCE N00°00'10"W ALONG THE WESTERLY LINE OF SAID 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 CONTINUING N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 97.53 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 609.50 FEET;

THENCE N89°59'59"E, A DISTANCE OF 964.20 FEET;

THENCE S00°00'00"E, A DISTANCE OF 692.07 FEET TO A POINT ON THE CENTERLINE OF WEST 2ND PLACE;

THENCE S89°06'37"W, ALONG SAID CENTERLINE OF WEST 2ND PLACE, A DISTANCE OF 964.21 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 674,467 SQUARE FEET OR 15.4836 ACRES, MORE OR LESS

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPIRIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2006

BY: LYNN D. LANTZ, PLS 12046
HOSPITAL PARCEL 1:

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-
HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 3, 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 2500.93 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 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 SAID SECTION 3;

THENCE N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-
HALF OF THE EAST ONE-HALF OF SECTION 3, A DISTANCE OF 1319.83 FEET TO THE POINT OF
BEGINNING;

THENCE N00°00'10"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 1221.03
FEET TO A POINT ON THE CENTERLINE OF WEST 2ND PLACE;

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

THENCE S00°00'00"E, A DISTANCE OF 842.69 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 328.37 FEET, HAVING A
CENTRAL ANGLE OF 32°02'15", A RADIUS OF 537.25 FEET AND A CHORD BEARING OF
S15°01'08"W, A CHORD DISTANCE OF 324.11 FEET (C1), TO A POINT OF TANGENT;

THENCE S32°02'15"W, ALONG SAID TANGENT, A DISTANCE OF 96.48 FEET;

THENCE N90°00'00"W, A DISTANCE OF 823.41 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1,165,970 SQUARE FEET OR 25.7670 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD VILLAGE, CO 80112
KSDG JOB NO: 2041
DATE: JUNE 19, 2006

BY: LYNN D. LANTZ, PLS 12048
HOSPITAL PARCEL 2:

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 3, 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 SOUTH-WEST ONE-QUARTER OF SAID SECTION 9 Bearing S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3'-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17559 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3'-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17559" 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, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 1318.83 FEET;

THENCE N90°00'00"E, A DISTANCE OF 823.41 FEET;

THENCE S32°02'15"W, A DISTANCE OF 67.89 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 257.94 FEET, HAVING A CENTRAL ANGLE OF 31°06'50", A RADIUS OF 475.00 FEET AND A CHORD BEARING OF S16°23'50"W, A CHORD DISTANCE OF 254.79 FEET (C2), TO A POINT OF TANGENT;

THENCE S00°55'25"W, ALONG SAID TANGENT, A DISTANCE OF 214.37 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 192.13 FEET, HAVING A CENTRAL ANGLE OF 22°14'18", A RADIUS OF 495.00 FEET AND A CHORD BEARING OF S10°11'44"E, A CHORD DISTANCE OF 190.92 FEET (C3), TO A POINT OF TANGENT;

THENCE S21°18'53"E, ALONG SAID TANGENT, A DISTANCE OF 214.86 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 199.81 FEET, HAVING A CENTRAL ANGLE OF 20°15'45", A RADIUS OF 585.00 FEET AND A CHORD BEARING OF S11°11'09"E, A CHORD DISTANCE OF 198.77 FEET (C4), TO A POINT OF TANGENT;

THENCE S01°03'08"E, ALONG SAID TANGENT, A DISTANCE OF 181.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS RECORDED IN BOOK 394, AT PAGE 460 OF THE JEFFERSON COUNTY RECORDS;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF WEST ALAMEDA AVENUE THE FOLLOWING (3) COURSES:

1. THENCE S89°24'08"W, A DISTANCE OF 202.33 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 9;
2. THENCE S00°05'14"E, A DISTANCE OF 2.47 FEET TO A POINT OF NON-TANGENT CURVE;
3. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 370.18 FEET, HAVING A CENTRAL ANGLE OF 9°03'22", A RADIUS OF 2342.00 FEET AND A CHORD BEARING OF S82°14'25"W, A CHORD DISTANCE OF 369.79 FEET (C5) TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE S89°37'30"W, ALONG THE SAID SOUTH LINE, A DISTANCE OF 296.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,002,865 SQUARE FEET OR 23.0226 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:

KELLY SURVEYING AND DESIGN GROUP, LTD.
8801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2006

BY: LYNN D. LANTZ, PLS 12046
OVERALL PARCEL

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-
HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 8, TOWNSHIP 4 SOUTH,
RANGE 89 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 3-1/4" ALUMINUM CAP IN
MONUMENT BOX, PlS 17599 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-
1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PlS 17569"
ON THE WEST END.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9:

THENCE S89°37'30"W, A DISTANCE OF 862.77 FEET TO THE SOUTHWESTERLY CORNER OF THE
EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 8, SAID
POINT BEING THE POINT OF BEGINNING;

THENCE N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-
HALF OF THE EAST ONE-HALF OF SAID SECTION 8, A DISTANCE OF 2635.40 FEET;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 909.50 FEET;

THENCE N89°59'59"E, A DISTANCE OF 964.20 FEET;

THENCE S00°00'00"E, A DISTANCE OF 1534.76 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 328.37 FEET, HAVING A
CENTRAL ANGLE OF 32°02'15", A RADIUS OF 537.25 FEET AND A CHORD BEARING OF
S13°01'08"W, A CHORD DISTANCE OF 324.11 FEET (C1), TO A POINT OF TANGENT;

THENCE S32°02'15"W, ALONG SAID TANGENT, A DISTANCE OF 164.37 FEET TO A POINT OF
CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 257.94 FEET, HAVING A
CENTRAL ANGLE OF 31°08'50", A RADIUS OF 475.00 FEET AND A CHORD BEARING OF
S16°23'50"W, A CHORD DISTANCE OF 254.79 FEET (C2), TO A POINT OF TANGENT;

THENCE S00°55'25"W, ALONG SAID TANGENT, A DISTANCE OF 214.37 FEET TO A POINT OF
CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 192.13 FEET, HAVING A
CENTRAL ANGLE OF 22°14'18", A RADIUS OF 495.00 FEET AND A CHORD BEARING OF
S10°11'44"E, A CHORD DISTANCE OF 190.92 FEET (C3), TO A POINT OF TANGENT;

THENCE S21°13'53"E, ALONG SAID TANGENT, A DISTANCE OF 214.86 FEET TO A POINT OF
CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 199.81 FEET, HAVING A
CENTRAL ANGLE OF 20°15'45", A RADIUS OF 565.00 FEET AND A CHORD BEARING OF
S11°11'00"E, A CHORD DISTANCE OF 198.77 FEET (C4), TO A POINT OF TANGENT;
THENCE S01°03’08”E, ALONG SAID TANGENT, A DISTANCE OF 161.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS RECORDED IN BOOK 394, AT PAGE 480 OF THE JEFFERSON COUNTY RECORDS;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF WEST ALAMEDA AVENUE THE FOLLOWING THREE (3) COURSES:

1. THENCE S39°24’08”W, A DISTANCE OF 202.33 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 9;
2. THENCE S00°05’14”E, A DISTANCE OF 2.47 FEET TO A POINT OF NON-TANGENT CURVE;
3. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 370.13 FEET, HAVING A CENTRAL ANGLE OF 9°03’22”, A RADIUS OF 2342.00 FEET AND A CHORD BEARING OF S82°14’26”W, A CHORD DISTANCE OF 369.79 FEET (C5) TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE S89°37’30”W, ALONG THE SAID SOUTH LINE, A DISTANCE OF 296.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,843,307 SQUARE FEET OR 65.2733 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2008

BY: LYNN D. LANTZ, PLS 12046