

City Council Action Report

To: Mayor and Council
Submitted By: Dana M. Carter, P.E., Civil Engineer I
Subject: 120th Avenue & Grant Street Intersection Improvements
Date: August 2, 2006
Strategic Council Goals: Goal #1 – Upgraded City Infrastructure and Facilities

Recommended Action and Major Considerations:

- Authorize the City Manager to expend funds in the amount of \$1,442,496.50 for the original Jalisco International, Inc. bid to complete the joint project between the City of Northglenn and the City of Thornton for the construction of intersection improvements at 120th Avenue & Grant Street and Grant Street improvements.
- Authorize the City Manager to expend funds in the amount of \$28,839.00 payable to the City of Thornton for the City of Northglenn's portion of the cost of replacing the traffic signal poles and mast arms at the intersection of 120th Avenue and Grant Street.
- Authorize the City Manager to expend funds in the amount of \$20,000.00 in addition to the original Jalisco International, Inc. bid amount for the construction of the concrete trail along the Century Theatres lease parcel. This cost is based on the unit cost presented in the original Jalisco International, Inc. bid.
- Authorize the City Manager to expend funds in the amount of \$50,000.00 in addition to the original Jalisco International, Inc. bid amount for field quality control testing during construction.
- Authorize the City Manager to approve minor changes in the scope of work and execute relevant change orders up to a City Council approved contingency expenditure limit of \$151,249.65.

Background and Other Information:

- An IGA for the construction of the project was previously approved on May 25, 2006 by Resolution No. 06-69.
- A lease agreement with Century Theatres was previously approved on November 18, 2004 by Resolution No. 04-104, and requires the Grant Street improvements to be completed as a part of the landlord work.
- With the opening of the Community Center Dr. Overpass and the pending development in the area, more and more traffic will be using the intersection of 120th Avenue & Grant Street. Completion of the construction of these improvements will relieve congestion on 120th Avenue as well as provide an enhanced entryway to the new development planned for this area.
- The project scope includes the construction of intersection improvements at 120th Ave. & Grant Street including double left turn lanes on 120th Avenue, double left turn lanes northbound on Grant Street, storm drainage, landscaping, utilities, and traffic signal improvements.

Legal Considerations:

- The Council is within its legal purview to accept bids and approve contracts.


Policy Considerations:

- This project meets Council's Objective of Improved Street Quality and Traffic Flow under "Upgraded City Infrastructure and Facilities".

Budget Information:

- Staff is requesting Council approval for these construction costs in the amount of \$1,442,496.50, traffic signal pole costs of \$28,839.00, concrete trail construction costs of \$20,000.00, material testing costs of \$50,000.00, and a contingency of \$151,249.65 (10%) for a total construction cost of \$1,692,585.15.
- The adopted General Fund CIP Budget includes an appropriation of \$301,149.15 in account number 410.69211.000.3999.116 for this project.
- There is \$1,200,000.00 available from the W. 112th Widening project in account number 410.69211.000.3999.124 that is available to be used for this project.
- The City of Northglenn has received a grant from Adams County for costs relating to the trail construction for \$191,436.00 in account number 410.69236.000.3999.419.

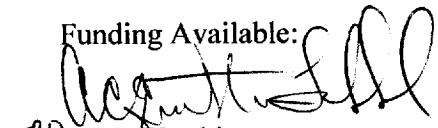
Respectfully Submitted:


Dana M. Carter, P.E.
Civil Engineer I

Approved for Submittal:


Steve Zoet
Interim City Manager

Funding Available:


Brent Worthington
F.I.S.S. Director

COUNCIL ACTION TAKEN:

Approved and Completed Design Budget

NURA Design	\$110,000
General Fund Design	\$100,000
Total Design	\$210,000

Proposed Construction Budget

Jalisco International, Inc. Bid	\$1,442,496.50
Jalisco International, Inc. Additional Work	\$20,000.00
Material Testing	\$50,000.00
Traffic Signal Poles – 120 th Avenue & Grant Street	\$28,839.00
Construction	\$1,541,335.50
Contingency (10%)	\$151,249.65
Total Construction	\$1,692,585.15



City of Thornton

Civic Center
9500 Civic Center Drive
Thornton, Colorado 80229-4326

Support Services
303-538-7235
FAX 303-538-7556
www.cityofthornton.net

July 20, 2006

Dana Carter, P.E.
City of Northglenn
Logistics Service Center
11701 Community Center Drive
Northglenn, CO 80233

RE: 120th and Grant Street Intersection Improvements – Contract Award
Project Numbers COT 05-184, NG 2006IFB-11

Dear Ms. Carter:

The City of Thornton having duly considered the bid proposal submitted on July 18, 2006 for the 120th & Grant Intersection Improvements and Grant Street Improvements, and it appearing that the bid proposal for performing the work is fair, equitable, and in the best interest of the City of Thornton and the City of Northglenn, hereby recommends the award of this contract in the amount of \$2,124,940.45 to Jalisco International Inc.

The contract amounts would be as follows:

City of Thornton:

120 th & Grant Intersection, bid schedule A-1	\$ 678,092.45
Trail Improvements, bid schedule A-2	\$ 55,135.50
NG Lift station avoidance	<u>-\$ 50,784.00</u>
City of Thornton total contract amount:	\$ 682,443.95

City of Northglenn:

120 th & Grant Intersection, bid schedule B	\$ 642,344.85
Grant Street Improvements, bid schedule C	\$ 749,367.65
NG Lift station avoidance	<u>\$ 50,784.00</u>
City of Northglenn total contract amount:	\$1,442,496.50

Please review the attached bid tabulation and if in agreement, please send me your written concurrence to award this project as soon as possible.

Thank you in advance for your prompt attention to this matter. Please contact me at 720-977-6362, if you have any questions or concerns.

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July 20, 2006
Dana Carter, City of Northglenn

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Jensen", with a long horizontal flourish extending to the right.

Jim Jensen
Contract Administrator

Attachment

cc: Joyce Hunt, Assistant City Manager
Margaret Miller, Assistant City Attorney
Pamela Rutter, Contracts and Purchasing Manager
Eduardo Moreno, Project Manager
JoAnn Koening, Accountant II
JJ/Out
file: 05-184/ 2006IFB-11

BID TABULATION

PROJECT NAME: 120th & Grant Intersection Improvements
PROJECT NUMBER: 05-184/ 2006IFB-11

CITY OF THORNTON
 9500 CIVIC CENTER DRIVE
 THORNTON COLORADO 80229

CONTRACTOR #1
 Jalisco International Inc.

CONTRACTOR #2
 Asphalt Specialties Inc.

CONTRACTOR #3
 New Design Construction

CONTRACTOR #4

CONTRACTOR #5

NUMBER	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
201-00000-000	Clearing and Grubbing	1	LS	6000.00	\$6,000.00	\$23,000.00	\$23,000.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00001-000	Removal of Structure (Bollard)	1	EA	230.00	\$230.00	\$260.00	\$260.00	\$200.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00010-SPC	Removal of Large Diameter Tree (-	13	EA	250.00	\$3,250.00	\$335.00	\$4,355.00	\$950.00	\$12,350.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00155-SPC	Removal of Wall	80	LF	45.00	\$3,600.00	\$120.00	\$9,600.00	\$51.00	\$4,080.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00200-000	Removal of Sidewalk	578	SY	7.00	\$4,046.00	\$7.00	\$4,046.00	\$8.00	\$4,624.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00200-SPC	Removal of Sidewalk Chase Drain	2	EA	350.00	\$700.00	\$345.00	\$690.00	\$130.00	\$260.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00202-SPC	Removal of Gutter (Type 2)	162	LF	6.00	\$972.00	\$13.20	\$2,138.40	\$7.00	\$1,134.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00203-000	Removal of Curb and Gutter	2156	LF	6.00	\$12,936.00	\$5.00	\$10,780.00	\$5.00	\$10,780.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00206-SPC	Removal of Concrete Curb Ramp	8	EA	160.00	\$1,280.00	\$265.00	\$2,120.00	\$100.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00210-SPC	Removal of Concrete Median Cove	38	SF	7.00	\$266.00	\$10.00	\$380.00	\$13.00	\$494.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00226-010	Removal of Asphalt (Planing, 2" De	4290	SY	4.00	\$17,160.00	\$2.35	\$10,081.50	\$7.00	\$30,030.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00226-020	Removal of Asphalt (Full Depth)	1855	SY	12.00	\$22,260.00	\$7.85	\$14,561.75	\$11.50	\$21,332.50	\$0.00	\$0.00	\$0.00	\$0.00
202-00810-000	Removal of Ground Sign	7	EA	15.00	\$105.00	\$60.00	\$420.00	\$152.00	\$1,064.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00828-000	Removal of Traffic Signal Equipme	1	LS	2150.00	\$2,150.00	\$2,250.00	\$2,250.00	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00
203-00010-000	Unclassified Excavation (CIP)	1000	CY	20.00	\$20,000.00	\$13.70	\$13,700.00	\$18.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00
203-00100-000	Muck Excavation/Over Excavation	600	CY	12.00	\$7,200.00	\$15.00	\$9,000.00	\$30.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00
208-00020-000	Silt Fence	350	LF	2.00	\$700.00	\$3.85	\$1,347.50	\$2.75	\$962.50	\$0.00	\$0.00	\$0.00	\$0.00
210-00050-000	Relocate Existing Fire Hydrant (CO	1	EA	3000.00	\$3,000.00	\$3,675.00	\$3,675.00	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00
210-00810-010	Reset Existing Sign w/ New Post	7	EA	375.00	\$2,625.00	\$145.00	\$1,015.00	\$152.00	\$1,064.00	\$0.00	\$0.00	\$0.00	\$0.00
210-00810-SPC	Reset Ground Sign (Special - Monu	1	EA	15000.00	\$15,000.00	\$7,735.00	\$7,735.00	\$275.00	\$275.00	\$0.00	\$0.00	\$0.00	\$0.00
210-00865-000	Reset Existing Pedestrian Signal H	4	EA	110.00	\$440.00	\$115.00	\$460.00	\$110.00	\$440.00	\$0.00	\$0.00	\$0.00	\$0.00
210-04010-010	Adjust Manhole to Grade	5	EA	400.00	\$2,000.00	\$500.00	\$2,500.00	\$400.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
210-04051-010	Adjust Valve Box to Grade	1	EA	140.00	\$140.00	\$250.00	\$250.00	\$380.00	\$380.00	\$0.00	\$0.00	\$0.00	\$0.00
210-04060-000	Adjust Water Meter to Grade	1	EA	400.00	\$400.00	\$430.00	\$430.00	\$665.00	\$665.00	\$0.00	\$0.00	\$0.00	\$0.00
212-00050-000	Sod (Along 120th North Side)	2485	SF	0.65	\$1,615.25	\$0.65	\$1,615.25	\$0.80	\$1,988.00	\$0.00	\$0.00	\$0.00	\$0.00
306-01000-030	Reconditioning (12" Depth)	3674	SY	3.00	\$11,022.00	\$1.35	\$4,959.90	\$13.00	\$47,762.00	\$0.00	\$0.00	\$0.00	\$0.00
403-33841-000	HMA (Grading S) (A) (100) (PG 64	1470	TN	66.00	\$97,020.00	\$59.55	\$87,538.50	\$77.00	\$113,190.00	\$0.00	\$0.00	\$0.00	\$0.00
403-33841-010	HMA (Grading S) (A) (100) (PG 64	125	TN	120.00	\$15,000.00	\$100.00	\$12,500.00	\$110.00	\$13,750.00	\$0.00	\$0.00	\$0.00	\$0.00
403-34771-SPC	HMA (Grading SX) (A) (100) (PG 7	796	TN	75.00	\$59,700.00	\$72.00	\$57,312.00	\$93.50	\$74,426.00	\$0.00	\$0.00	\$0.00	\$0.00
412-00800-000	Concrete Pavement (8")	80	SY	75.00	\$6,000.00	\$55.00	\$4,400.00	\$50.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00
608-00000-020	Concrete Sidewalk w/ Fiber Mesh (170	SY	40.00	\$6,800.00	\$45.00	\$7,650.00	\$50.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00
608-99998-SPC	Concrete Handicap Ramp (City of	4	EA	1500.00	\$6,000.00	\$1,025.00	\$4,100.00	\$1,400.00	\$5,600.00	\$0.00	\$0.00	\$0.00	\$0.00
609-21010-000	Curb and Gutter Type 2 (Section I-	1557	LF	15.00	\$23,355.00	\$11.50	\$17,905.50	\$12.60	\$19,618.20	\$0.00	\$0.00	\$0.00	\$0.00
609-21020-000	Curb and Gutter Type 2 (Section II	1034	LF	17.00	\$17,578.00	\$13.75	\$14,217.50	\$15.00	\$15,510.00	\$0.00	\$0.00	\$0.00	\$0.00
609-24008-000	Gutter Type 2 (8 Foot) (8" Depth)	95	LF	15.00	\$1,425.00	\$50.00	\$4,750.00	\$66.00	\$6,270.00	\$0.00	\$0.00	\$0.00	\$0.00
610-00026-000	Median Cover Material (6" Pattern	3200	SF	7.00	\$22,400.00	\$6.70	\$21,440.00	\$9.00	\$28,800.00	\$0.00	\$0.00	\$0.00	\$0.00
613-00200-SPC	PVC Conduit (2")	10	LF	7.30	\$73.00	\$7.50	\$75.00	\$7.43	\$74.30	\$0.00	\$0.00	\$0.00	\$0.00
613-00300-SPC	PVC Conduit (3")	755	LF	19.50	\$14,722.50	\$20.15	\$15,213.25	\$19.80	\$14,949.00	\$0.00	\$0.00	\$0.00	\$0.00

BID TABULATION

613-00301-SPC	PVC Conduit (4")	65	LF	32.50	\$2,112.50	\$33.55	\$2,180.75	\$33.00	\$2,145.00	\$0.00	\$0.00	\$0.00	\$0.00
613-00302-SPC	GRC Conduit (3")	68	LF	42.00	\$2,856.00	\$43.50	\$2,958.00	\$42.90	\$2,917.20	\$0.00	\$0.00	\$0.00	\$0.00
613-07000-SPC	Pull Box (Large)	5	EA	340.00	\$1,700.00	\$350.00	\$1,750.00	\$346.50	\$1,732.50	\$0.00	\$0.00	\$0.00	\$0.00
613-10010-010	Intersection Wiring (1/2 of 120th &	1	LS	2720.00	\$2,720.00	\$2,820.00	\$2,820.00	\$2,772.00	\$2,772.00	\$0.00	\$0.00	\$0.00	\$0.00
614-00014-030	Street Name Signs (Internally Illum	2	EA	1225.00	\$2,450.00	\$1,265.00	\$2,530.00	\$1,243.00	\$2,486.00	\$0.00	\$0.00	\$0.00	\$0.00
614-00035-045	Sign Panel 24"x30"	1	EA	160.00	\$160.00	\$78.00	\$78.00	\$93.50	\$93.50	\$0.00	\$0.00	\$0.00	\$0.00
614-00035-055	Sign Panel 30"x30"	12	EA	200.00	\$2,400.00	\$95.00	\$1,140.00	\$121.00	\$1,452.00	\$0.00	\$0.00	\$0.00	\$0.00
614-00035-065	Sign Panel 36"x12"	4	EA	130.00	\$520.00	\$50.45	\$201.80	\$77.00	\$308.00	\$0.00	\$0.00	\$0.00	\$0.00
614-00035-170	Overhead Mounted Sign Panel 30"	7	EA	220.00	\$1,540.00	\$170.00	\$1,190.00	\$354.00	\$2,478.00	\$0.00	\$0.00	\$0.00	\$0.00
614-00040-010	Sign Post	24	EA	270.00	\$6,480.00	\$155.00	\$3,720.00	\$165.00	\$3,960.00	\$0.00	\$0.00	\$0.00	\$0.00
614-70561-020	Traffic Signal Head, 3-Section, 12"	5	EA	570.00	\$2,850.00	\$595.00	\$2,975.00	\$581.00	\$2,905.00	\$0.00	\$0.00	\$0.00	\$0.00
614-70561-030	Traffic Signal Head with Backplate,	9	EA	700.00	\$6,300.00	\$725.00	\$6,525.00	\$712.00	\$6,408.00	\$0.00	\$0.00	\$0.00	\$0.00
614-72858-000	Pedestal Pole (15'-0") w/ Foundatio	1	EA	1040.00	\$1,040.00	\$1,075.00	\$1,075.00	\$1,056.00	\$1,056.00	\$0.00	\$0.00	\$0.00	\$0.00
614-72860-010	Push Button Stations	4	EA	95.00	\$380.00	\$100.00	\$400.00	\$99.00	\$396.00	\$0.00	\$0.00	\$0.00	\$0.00
614-72895-000	Modular Video Detection System	2	EA	5310.00	\$10,620.00	\$5,500.00	\$11,000.00	\$5,401.00	\$10,802.00	\$0.00	\$0.00	\$0.00	\$0.00
614-72895-010	Opticom 3M, 721 Detector	2	EA	920.00	\$1,840.00	\$950.00	\$1,900.00	\$935.00	\$1,870.00	\$0.00	\$0.00	\$0.00	\$0.00
614-81000-060	Traffic Signal Pole Foundation (36"	2	EA	2260.00	\$4,520.00	\$2,345.00	\$4,690.00	\$2,299.00	\$4,598.00	\$0.00	\$0.00	\$0.00	\$0.00
614-81000-SPC	Traffic Signal Pole, Mast Arm, Lum	2	EA	1870.00	\$3,740.00	\$1,940.00	\$3,880.00	\$1,903.00	\$3,806.00	\$0.00	\$0.00	\$0.00	\$0.00
614-87406-000	Fiber Optic Cable (Single Mode) (6	120	LF	8.50	\$1,020.00	\$8.45	\$1,014.00	\$8.25	\$990.00	\$0.00	\$0.00	\$0.00	\$0.00
623-09900-000	Irrigation Modifications (Along 120t	1	LS	9900.00	\$9,900.00	\$10,000.00	\$10,000.00	\$9,889.00	\$9,889.00	\$0.00	\$0.00	\$0.00	\$0.00
625-00000-000	Construction Surveying & Progress	1	LS	6000.00	\$6,000.00	\$6,200.00	\$6,200.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
626-00000-000	Mobilization	1	LS	60000.00	\$60,000.00	\$85,000.00	\$85,000.00	\$105,500.00	\$105,500.00	\$0.00	\$0.00	\$0.00	\$0.00
627-02000-SPC	Preformed Plastic Pavement Markin	2510	LF	2.20	\$5,522.00	\$2.50	\$6,275.00	\$2.50	\$6,275.00	\$0.00	\$0.00	\$0.00	\$0.00
627-02001-SPC	Preformed Plastic Pavement Markin	126	LF	2.20	\$277.20	\$2.50	\$315.00	\$2.50	\$315.00	\$0.00	\$0.00	\$0.00	\$0.00
627-02003-SPC	Preformed Plastic Pavement Markin	623	LF	4.50	\$2,803.50	\$5.00	\$3,115.00	\$5.00	\$3,115.00	\$0.00	\$0.00	\$0.00	\$0.00
627-02004-SPC	Preformed Plastic Pavement Markin	1460	LF	4.50	\$6,570.00	\$5.00	\$7,300.00	\$5.00	\$7,300.00	\$0.00	\$0.00	\$0.00	\$0.00
627-30325-SPC	Preformed Plastic Pavement Markin	14	EA	270.00	\$3,780.00	\$250.00	\$3,500.00	\$247.50	\$3,465.00	\$0.00	\$0.00	\$0.00	\$0.00
627-30329-SPC	Preformed Plastic Pavement Markin	137	LF	21.50	\$2,945.50	\$14.50	\$1,986.50	\$14.50	\$1,986.50	\$0.00	\$0.00	\$0.00	\$0.00
627-30330-SPC	Preformed Plastic Pavement Markin	39	EA	175.00	\$6,825.00	\$115.00	\$4,485.00	\$115.50	\$4,504.50	\$0.00	\$0.00	\$0.00	\$0.00
630-10005-000	Traffic Control	1	LS	100000.00	\$100,000.00	\$75,000.00	\$75,000.00	\$105,000.00	\$105,000.00	\$0.00	\$0.00	\$0.00	\$0.00
630-80348-000	Construction Informational Sign	1	EA	550.00	\$550.00	\$1,200.00	\$1,200.00	\$400.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00
100-00000-GC	Bonds & Insurance	1	LS	8500.00	\$8,500.00	\$9,500.00	\$9,500.00	\$575.00	\$575.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sub- Total				\$678,092.46		\$644,378.10		\$822,672.70				
	120th and Grant Street Improvements												
	Bid Schedule A2												
	City of Thornton - Farmers Highline Trail Improvements												
212-00050-000	Sod (Along Grant Street North)	3325	SF	0.70	\$2,327.50	\$0.65	\$2,161.25	\$0.90	\$2,992.50	\$0.00	\$0.00	\$0.00	\$0.00
212-00006-SPC	Seeding (Along Grant Street North)	740	SF	0.85	\$629.00	\$0.85	\$629.00	\$1.60	\$1,184.00	\$0.00	\$0.00	\$0.00	\$0.00
608-00000-020	Concrete Trail (10' Wide) w/ Fiber	420	SY	40.00	\$16,800.00	\$45.00	\$18,900.00	\$51.00	\$21,420.00	\$0.00	\$0.00	\$0.00	\$0.00
608-10010-000	Concrete Sidewalk Chase Drain	2	EA	2500.00	\$5,000.00	\$4,500.00	\$9,000.00	\$1,925.00	\$3,850.00	\$0.00	\$0.00	\$0.00	\$0.00
608-99999-SPC	Concrete Handicap Ramp (City of	4	EA	1500.00	\$6,000.00	\$2,080.00	\$8,320.00	\$1,500.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00
610-00026-000	Median Cover Material (6" Pattern	1472	SF	7.00	\$10,304.00	\$6.70	\$9,862.40	\$9.00	\$13,248.00	\$0.00	\$0.00	\$0.00	\$0.00
623-09900-000	Irrigation Modifications (Along Nort	1	LS	12950.00	\$12,950.00	\$13,175.00	\$13,175.00	\$13,600.00	\$13,600.00	\$0.00	\$0.00	\$0.00	\$0.00
100-00000-GC	Bonds & Insurance	1	LS	1125.00	\$1,125.00	\$1,500.00	\$1,500.00	\$275.00	\$275.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sub-Total				\$66,136.60		\$63,647.65		\$62,669.60				

BID TABULATION

120th and Grant Street Improvements													
Bid Schedule B													
City of Northglenn - Intersection Improvements													
201-00000-000	Clearing and Grubbing	1	LS	5400.00	\$5,400.00	\$31,000.00	\$31,000.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00001-001	Removal of Structure (Storm Manhole)	1	EA	800.00	\$800.00	\$395.00	\$395.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00010-SPC	Removal of Large Diameter Tree (2")	11	EA	300.00	\$3,300.00	\$335.00	\$3,685.00	\$880.00	\$9,680.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00019-020	Removal of Type R Inlet	3	EA	800.00	\$2,400.00	\$390.00	\$1,170.00	\$600.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00019-030	Removal of Type 13 Inlet	1	EA	800.00	\$800.00	\$390.00	\$390.00	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00200-000	Removal of Sidewalk	287	SY	7.00	\$1,869.00	\$7.00	\$1,869.00	\$16.00	\$4,272.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00202-SPC	Removal of Gutter (Type 2)	400	LF	6.50	\$2,600.00	\$13.20	\$5,280.00	\$13.00	\$5,200.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00203-000	Removal of Curb and Gutter	2029	LF	6.00	\$12,174.00	\$5.00	\$10,145.00	\$10.00	\$20,290.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00206-SPC	Removal of Concrete Curb Ramp	2	EA	160.00	\$320.00	\$265.00	\$530.00	\$300.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00226-010	Removal of Asphalt (Planing, 2" Depth)	2155	SY	4.00	\$8,620.00	\$2.35	\$5,064.25	\$6.00	\$12,930.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00226-020	Removal of Asphalt (Full Depth)	2015	SY	12.00	\$24,180.00	\$7.85	\$15,817.75	\$11.50	\$23,172.50	\$0.00	\$0.00	\$0.00	\$0.00
202-00810-000	Removal of Ground Sign	1	EA	160.00	\$160.00	\$60.00	\$60.00	\$156.58	\$156.58	\$0.00	\$0.00	\$0.00	\$0.00
202-00828-000	Removal of Traffic Signal Equipment	1	LS	2160.00	\$2,160.00	\$2,250.00	\$2,250.00	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00
203-00010-000	Unclassified Excavation (CIP)	500	CY	20.00	\$10,000.00	\$11.50	\$5,750.00	\$18.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00
203-00100-000	Muck Excavation/Over Excavation	450	CY	12.00	\$5,400.00	\$14.00	\$6,300.00	\$30.00	\$13,500.00	\$0.00	\$0.00	\$0.00	\$0.00
208-00020-000	Silt Fence	143	LF	2.00	\$286.00	\$3.90	\$557.70	\$2.75	\$393.25	\$0.00	\$0.00	\$0.00	\$0.00
208-00050-000	Storm Drain Inlet Protection	4	EA	250.00	\$1,000.00	\$390.00	\$1,560.00	\$416.00	\$1,664.00	\$0.00	\$0.00	\$0.00	\$0.00
210-00810-SPC	Reset Ground Sign (Special - Mon)	1	EA	14000.00	\$14,000.00	\$7,735.00	\$7,735.00	\$104.50	\$104.50	\$0.00	\$0.00	\$0.00	\$0.00
210-00865-000	Reset Existing Pedestrian Signal Head	4	EA	320.00	\$1,280.00	\$115.00	\$460.00	\$110.00	\$440.00	\$0.00	\$0.00	\$0.00	\$0.00
210-04010-010	Adjust Manhole to Grade	1	EA	400.00	\$400.00	\$500.00	\$500.00	\$400.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00
212-00050-000	Sod	2361	SF	0.65	\$1,534.65	\$0.65	\$1,534.65	\$0.80	\$1,888.80	\$0.00	\$0.00	\$0.00	\$0.00
213-00005-SPC	Mulching (Decorative)	1237	SF	2.50	\$3,092.50	\$2.25	\$2,783.25	\$2.20	\$2,721.40	\$0.00	\$0.00	\$0.00	\$0.00
306-01000-030	Reconditioning (12" Depth)	6220	SY	3.00	\$18,660.00	\$1.35	\$8,397.00	\$12.00	\$74,640.00	\$0.00	\$0.00	\$0.00	\$0.00
403-33841-000	HMA (Grading S) (A) (100) (PG 64)	1410	TN	66.00	\$93,060.00	\$69.00	\$97,290.00	\$77.00	\$108,570.00	\$0.00	\$0.00	\$0.00	\$0.00
403-33841-010	HMA (Grading S) (A) (100) (PG 64)	57	TN	120.00	\$6,840.00	\$95.00	\$5,415.00	\$110.00	\$6,270.00	\$0.00	\$0.00	\$0.00	\$0.00
403-34771-SPC	HMA (Grading SX) (A) (100) (PG 7)	503	TN	70.00	\$35,210.00	\$72.00	\$36,216.00	\$93.50	\$47,030.50	\$0.00	\$0.00	\$0.00	\$0.00
412-00600-000	Concrete Pavement (6")	109	SY	75.00	\$8,175.00	\$45.00	\$4,905.00	\$57.00	\$6,213.00	\$0.00	\$0.00	\$0.00	\$0.00
504-08255-SPC	CMU Retaining Wall	185	SF	250.00	\$46,250.00	\$285.00	\$52,725.00	\$250.00	\$46,250.00	\$0.00	\$0.00	\$0.00	\$0.00
603-01180-020	18" RCP Class 3	133	LF	60.00	\$7,980.00	\$98.50	\$13,100.50	\$47.00	\$6,251.00	\$0.00	\$0.00	\$0.00	\$0.00
603-01240-020	24" RCP Class 3	182	LF	70.00	\$12,740.00	\$115.50	\$21,021.00	\$60.00	\$10,920.00	\$0.00	\$0.00	\$0.00	\$0.00
603-01240-050	24" RCP Plug	1	EA	1200.00	\$1,200.00	\$570.00	\$570.00	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$0.00
603-01300-020	30" RCP Class 3	68	LF	90.00	\$6,120.00	\$134.00	\$9,112.00	\$87.00	\$5,916.00	\$0.00	\$0.00	\$0.00	\$0.00
604-13610-010	Inlet Type 13 (single)	1	EA	4000.00	\$4,000.00	\$3,055.00	\$3,055.00	\$3,576.00	\$3,576.00	\$0.00	\$0.00	\$0.00	\$0.00
604-19110-000	Inlet Type R (10')	1	EA	5500.00	\$5,500.00	\$5,900.00	\$5,900.00	\$5,354.00	\$5,354.00	\$0.00	\$0.00	\$0.00	\$0.00
604-19115-000	Inlet Type R (15')	2	EA	9000.00	\$18,000.00	\$8,725.00	\$17,450.00	\$7,330.00	\$14,660.00	\$0.00	\$0.00	\$0.00	\$0.00
604-39000-200	Manhole Storm 4' Diameter	2	EA	3000.00	\$6,000.00	\$2,900.00	\$5,800.00	\$2,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00
604-39000-250	Manhole Storm 5' Diameter	2	EA	4000.00	\$8,000.00	\$3,200.00	\$6,400.00	\$2,025.00	\$4,050.00	\$0.00	\$0.00	\$0.00	\$0.00
604-39000-310	Manhole Storm 6' Diameter	1	EA	4600.00	\$4,600.00	\$3,895.00	\$3,895.00	\$3,655.00	\$3,655.00	\$0.00	\$0.00	\$0.00	\$0.00
608-00000-020	Concrete Sidewalk/Trail w/ Fiber Mesh	490	SY	40.00	\$19,600.00	\$44.75	\$21,927.50	\$39.50	\$19,355.00	\$0.00	\$0.00	\$0.00	\$0.00
608-01000-000	Bituminous Sidewalk	115	TN	100.00	\$11,500.00	\$82.75	\$9,516.25	\$93.50	\$10,752.50	\$0.00	\$0.00	\$0.00	\$0.00
608-99995-SPC	Concrete Handicap Ramp (City of Northglenn)	2	EA	1500.00	\$3,000.00	\$1,550.00	\$3,100.00	\$1,455.00	\$2,910.00	\$0.00	\$0.00	\$0.00	\$0.00
609-21010-000	Curb and Gutter Type 2 (Section II)	1089	LF	15.00	\$16,335.00	\$11.50	\$12,523.50	\$12.00	\$13,068.00	\$0.00	\$0.00	\$0.00	\$0.00
609-21020-000	Curb and Gutter Type 2 (Section II)	889	LF	17.00	\$15,113.00	\$13.75	\$12,223.75	\$15.00	\$13,335.00	\$0.00	\$0.00	\$0.00	\$0.00
609-24008-000	Gutter Type 2 (8 Foot) (6" Depth)	36	LF	46.00	\$1,656.00	\$40.00	\$1,440.00	\$54.00	\$1,944.00	\$0.00	\$0.00	\$0.00	\$0.00

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610-00026-000	Median Cover Material (6" Pattern)	2652	SF	7.00	\$18,564.00	\$6.70	\$17,768.40	\$9.00	\$23,868.00	\$0.00	\$0.00	\$0.00	\$0.00
613-00200-SPC	PVC Conduit (2")	84	LF	7.30	\$613.20	\$7.50	\$630.00	\$7.50	\$630.00	\$0.00	\$0.00	\$0.00	\$0.00
613-00300-SPC	PVC Conduit (3")	604	LF	19.50	\$11,778.00	\$20.15	\$12,170.60	\$19.80	\$11,959.20	\$0.00	\$0.00	\$0.00	\$0.00
613-00301-SPC	PVC Conduit (4")	347	LF	20.50	\$7,113.50	\$21.30	\$7,391.10	\$20.90	\$7,252.30	\$0.00	\$0.00	\$0.00	\$0.00
613-07000-SPC	Pull Box (Large)	4	EA	340.00	\$1,360.00	\$350.00	\$1,400.00	\$346.50	\$1,386.00	\$0.00	\$0.00	\$0.00	\$0.00
613-10010-010	Intersection Wiring (1/2 of 120th &	1	LS	1785.00	\$1,785.00	\$1,845.00	\$1,845.00	\$1,815.00	\$1,815.00	\$0.00	\$0.00	\$0.00	\$0.00
614-00014-030	Street Name Signs (Internally Illum)	2	EA	1950.00	\$3,900.00	\$2,000.00	\$4,000.00	\$1,969.00	\$3,938.00	\$0.00	\$0.00	\$0.00	\$0.00
614-00035-045	Sign Panel 24"x30"	1	EA	160.00	\$160.00	\$78.50	\$78.50	\$93.50	\$93.50	\$0.00	\$0.00	\$0.00	\$0.00
614-00035-055	Sign Panel 30"x30"	4	EA	190.00	\$760.00	\$95.00	\$380.00	\$121.00	\$484.00	\$0.00	\$0.00	\$0.00	\$0.00
614-00035-065	Sign Panel 36"x12"	3	EA	135.00	\$405.00	\$51.00	\$153.00	\$77.00	\$231.00	\$0.00	\$0.00	\$0.00	\$0.00
614-00035-170	Overhead Mounted Sign Panel 30"	6	EA	215.00	\$1,290.00	\$170.00	\$1,020.00	\$353.10	\$2,118.60	\$0.00	\$0.00	\$0.00	\$0.00
614-00040-010	Sign Post	8	EA	270.00	\$2,160.00	\$155.00	\$1,240.00	\$165.00	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00
614-70561-020	Traffic Signal Head, 3-Section, 12"	5	EA	570.00	\$2,850.00	\$600.00	\$3,000.00	\$580.80	\$2,904.00	\$0.00	\$0.00	\$0.00	\$0.00
614-70561-030	Traffic Signal Head with Backplate	9	EA	700.00	\$6,300.00	\$725.00	\$6,525.00	\$711.70	\$6,405.30	\$0.00	\$0.00	\$0.00	\$0.00
614-72858-000	Pedestal Pole (15'-0") w/ Foundatio	1	EA	1035.00	\$1,035.00	\$1,075.00	\$1,075.00	\$1,056.00	\$1,056.00	\$0.00	\$0.00	\$0.00	\$0.00
614-72860-010	Push Button Stations	4	EA	98.00	\$392.00	\$100.00	\$400.00	\$99.00	\$396.00	\$0.00	\$0.00	\$0.00	\$0.00
614-72895-000	Modular Video Detection System	2	EA	2310.00	\$4,620.00	\$5,500.00	\$11,000.00	\$5,401.00	\$10,802.00	\$0.00	\$0.00	\$0.00	\$0.00
614-72895-010	Opticom 3M, 721 Detector	2	EA	920.00	\$1,840.00	\$955.00	\$1,910.00	\$935.00	\$1,870.00	\$0.00	\$0.00	\$0.00	\$0.00
614-81000-060	Traffic Signal Pole Foundation (36"	2	EA	2260.00	\$4,520.00	\$2,345.00	\$4,690.00	\$2,299.00	\$4,598.00	\$0.00	\$0.00	\$0.00	\$0.00
614-81000-SPC	Traffic Signal Pole, Mast Arm, Lum	2	EA	1870.00	\$3,740.00	\$1,940.00	\$3,880.00	\$1,903.00	\$3,806.00	\$0.00	\$0.00	\$0.00	\$0.00
623-09900-000	Irrigation Modifications	1	LS	11750.00	\$11,750.00	\$20,125.00	\$20,125.00	\$11,779.90	\$11,779.90	\$0.00	\$0.00	\$0.00	\$0.00
625-00000-000	Construction Surveying & Progress	1	LS	6090.00	\$6,090.00	\$6,500.00	\$6,500.00	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00
626-00000-000	Mobilization	1	LS	15000.00	\$15,000.00	\$80,000.00	\$80,000.00	\$95,000.00	\$95,000.00	\$0.00	\$0.00	\$0.00	\$0.00
627-02000-SPC	Preformed Plastic Pavement Markin	2102	LF	2.10	\$4,414.20	\$2.50	\$5,255.00	\$2.50	\$5,255.00	\$0.00	\$0.00	\$0.00	\$0.00
627-02001-SPC	Preformed Plastic Pavement Markin	121	LF	2.10	\$254.10	\$2.50	\$302.50	\$2.50	\$302.50	\$0.00	\$0.00	\$0.00	\$0.00
627-02003-SPC	Preformed Plastic Pavement Markin	313	LF	4.25	\$1,330.25	\$5.00	\$1,565.00	\$5.00	\$1,565.00	\$0.00	\$0.00	\$0.00	\$0.00
627-02004-SPC	Preformed Plastic Pavement Markin	1192	LF	4.35	\$5,185.20	\$5.00	\$5,960.00	\$5.00	\$5,960.00	\$0.00	\$0.00	\$0.00	\$0.00
627-30325-SPC	Preformed Plastic Pavement Markin	11	EA	270.00	\$2,970.00	\$250.00	\$2,750.00	\$250.00	\$2,750.00	\$0.00	\$0.00	\$0.00	\$0.00
627-30326-SPC	Preformed Plastic Pavement Markin	3	EA	300.00	\$900.00	\$350.00	\$1,050.00	\$330.00	\$990.00	\$0.00	\$0.00	\$0.00	\$0.00
627-30329-SPC	Preformed Plastic Pavement Markin	123	LF	21.75	\$2,675.25	\$14.50	\$1,783.50	\$14.30	\$1,758.90	\$0.00	\$0.00	\$0.00	\$0.00
627-30330-SPC	Preformed Plastic Pavement Markin	39	EA	175.00	\$6,825.00	\$115.00	\$4,485.00	\$115.50	\$4,504.50	\$0.00	\$0.00	\$0.00	\$0.00
630-10005-000	Traffic Control	1	LS	50000.00	\$50,000.00	\$55,000.00	\$55,000.00	\$80,626.50	\$80,626.50	\$0.00	\$0.00	\$0.00	\$0.00
630-80348-000	Construction Informational Sign	1	EA	550.00	\$550.00	\$1,200.00	\$1,200.00	\$402.50	\$402.50	\$0.00	\$0.00	\$0.00	\$0.00
100-00000-GC	Bonds & Insurance	1	LS	7900.00	\$7,900.00	\$11,900.00	\$11,900.00	\$575.00	\$575.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sub-Total				\$642,344.85		\$736,261.70		\$848,736.73				
	Grant Street South Improvements												
	Bid Schedule C												
	City of Northglenn - Grant Street Improvements												
201-00000-000	Clearing and Grubbing	1	LS	6000.00	\$6,000.00	\$14,500.00	\$14,500.00	\$13,000.00	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00010-SPC	Removal of Large Diameter Tree (2"	2	EA	350.00	\$700.00	\$350.00	\$700.00	\$880.00	\$1,760.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00200-000	Removal of Sidewalk	31	SY	7.00	\$217.00	\$7.00	\$217.00	\$8.00	\$248.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00202-SPC	Removal of Gutter (Type 2)	58	LF	6.00	\$348.00	\$13.20	\$765.60	\$6.00	\$348.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00203-000	Removal of Curb and Gutter	1066	LF	6.00	\$6,396.00	\$5.00	\$5,330.00	\$10.00	\$10,660.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00210-000	Removal of Concrete Pavement	14	SY	40.00	\$560.00	\$15.00	\$210.00	\$100.00	\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00226-010	Removal of Asphalt (Planing, 2" De	1510	SY	4.00	\$6,040.00	\$2.35	\$3,548.50	\$6.00	\$9,060.00	\$0.00	\$0.00	\$0.00	\$0.00
202-00226-020	Removal of Asphalt (Full Depth)	2245	SY	12.00	\$26,940.00	\$7.85	\$17,623.25	\$12.00	\$26,940.00	\$0.00	\$0.00	\$0.00	\$0.00

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202-00810-000	Removal of Ground Sign	2	EA	200.00	\$400.00	\$60.00	\$120.00	\$152.00	\$304.00	\$0.00	\$0.00	\$0.00	\$0.00
203-00010-000	Unclassified Excavation (CIP)	650	CY	20.00	\$13,000.00	\$12.00	\$7,800.00	\$18.00	\$11,700.00	\$0.00	\$0.00	\$0.00	\$0.00
203-00100-000	Muck Excavation/Over Excavation	600	CY	12.00	\$7,200.00	\$14.00	\$8,400.00	\$30.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00
208-00020-000	Silt Fence	850	LF	2.00	\$1,700.00	\$3.85	\$3,272.50	\$2.75	\$2,337.50	\$0.00	\$0.00	\$0.00	\$0.00
210-04051-010	Adjust Valve Box to Grade	4	EA	150.00	\$600.00	\$285.00	\$1,140.00	\$380.00	\$1,520.00	\$0.00	\$0.00	\$0.00	\$0.00
212-00006-SPC	Seeding	3349	SF	0.80	\$2,679.20	\$0.80	\$2,679.20	\$0.80	\$2,679.20	\$0.00	\$0.00	\$0.00	\$0.00
306-D1000-030	Reconditioning (12" Depth)	8976	SY	3.00	\$26,928.00	\$1.25	\$11,220.00	\$12.00	\$107,712.00	\$0.00	\$0.00	\$0.00	\$0.00
403-33841-000	HMA (Grading S) (A) (100) (PG 64)	2113	TN	66.00	\$139,458.00	\$58.50	\$123,610.50	\$77.00	\$162,701.00	\$0.00	\$0.00	\$0.00	\$0.00
403-34771-SPC	HMA (Grading SX) (A) (100) (PG 7)	592	TN	80.00	\$47,360.00	\$72.00	\$42,624.00	\$93.50	\$55,352.00	\$0.00	\$0.00	\$0.00	\$0.00
412-00600-000	Concrete Pavement (6")	158	SY	75.00	\$11,850.00	\$50.00	\$7,900.00	\$47.00	\$7,426.00	\$0.00	\$0.00	\$0.00	\$0.00
412-01000-SPC	Colored Concrete Crosswalk (10" D	334	SY	100.00	\$33,400.00	\$110.00	\$36,740.00	\$97.00	\$32,398.00	\$0.00	\$0.00	\$0.00	\$0.00
603-01180-020	18" RCP Class 3	315	LF	60.00	\$18,900.00	\$98.00	\$30,870.00	\$44.00	\$13,860.00	\$0.00	\$0.00	\$0.00	\$0.00
603-01180-050	18" RCP Plug	1	EA	1200.00	\$1,200.00	\$555.00	\$555.00	\$4,470.00	\$4,470.00	\$0.00	\$0.00	\$0.00	\$0.00
604-39000-200	Manhole Storm 4' Diameter	1	EA	4000.00	\$4,000.00	\$2,845.00	\$2,845.00	\$1,900.00	\$1,900.00	\$0.00	\$0.00	\$0.00	\$0.00
608-01000-000	Bituminous Sidewalk	105	TN	100.00	\$10,500.00	\$85.00	\$8,925.00	\$93.50	\$9,817.50	\$0.00	\$0.00	\$0.00	\$0.00
608-99996-SPC	Concrete Handicap Ramp (City of	4	EA	1500.00	\$6,000.00	\$1,350.00	\$5,400.00	\$1,455.00	\$5,820.00	\$0.00	\$0.00	\$0.00	\$0.00
608-99997-SPC	Concrete Handicap Ramp (City of	4	EA	1500.00	\$6,000.00	\$1,400.00	\$5,600.00	\$1,455.00	\$5,820.00	\$0.00	\$0.00	\$0.00	\$0.00
609-21010-000	Curb and Gutter Type 2 (Section I-	952	LF	15.00	\$14,280.00	\$11.50	\$10,948.00	\$12.00	\$11,424.00	\$0.00	\$0.00	\$0.00	\$0.00
609-21020-000	Curb and Gutter Type 2 (Section II-	922	LF	17.00	\$15,674.00	\$13.75	\$12,677.50	\$15.00	\$13,830.00	\$0.00	\$0.00	\$0.00	\$0.00
609-24008-000	Gutter Type 2 (8 Foot) (6" Depth)	165	LF	46.00	\$7,590.00	\$40.00	\$6,600.00	\$59.00	\$9,735.00	\$0.00	\$0.00	\$0.00	\$0.00
610-00026-000	Median Cover Material (6" Pattern)	2726	SF	7.00	\$19,082.00	\$6.70	\$18,264.20	\$9.00	\$24,534.00	\$0.00	\$0.00	\$0.00	\$0.00
613-00301-SPC	PVC Conduit (4")	1073	LF	32.00	\$34,336.00	\$33.50	\$35,945.50	\$33.00	\$35,409.00	\$0.00	\$0.00	\$0.00	\$0.00
613-07000-SPC	Pull Box (Large)	6	EA	340.00	\$2,040.00	\$350.00	\$2,100.00	\$346.50	\$2,079.00	\$0.00	\$0.00	\$0.00	\$0.00
613-10010-010	Intersection Wiring	1	LS	3950.00	\$3,950.00	\$4,085.00	\$4,085.00	\$4,015.00	\$4,015.00	\$0.00	\$0.00	\$0.00	\$0.00
614-00014-030	Street Name Signs (Internally Illum	4	EA	1950.00	\$7,800.00	\$2,000.00	\$8,000.00	\$1,969.00	\$7,876.00	\$0.00	\$0.00	\$0.00	\$0.00
614-00035-045	Sign Panel 24"x30"	3	EA	190.00	\$570.00	\$78.50	\$235.50	\$93.50	\$280.50	\$0.00	\$0.00	\$0.00	\$0.00
614-00035-055	Sign Panel 30"x30"	4	EA	270.00	\$1,080.00	\$95.00	\$380.00	\$121.00	\$484.00	\$0.00	\$0.00	\$0.00	\$0.00
614-00035-170	Overhead Mounted Sign Panel 30"	5	EA	210.00	\$1,050.00	\$170.00	\$850.00	\$353.10	\$1,765.50	\$0.00	\$0.00	\$0.00	\$0.00
614-00040-010	Sign Post	7	EA	270.00	\$1,890.00	\$150.00	\$1,050.00	\$165.00	\$1,155.00	\$0.00	\$0.00	\$0.00	\$0.00
614-70561-020	Traffic Signal Head, 3-Section, 12"	8	EA	570.00	\$4,560.00	\$595.00	\$4,760.00	\$580.80	\$4,646.40	\$0.00	\$0.00	\$0.00	\$0.00
614-70561-030	Traffic Signal Head with Backplate	10	EA	700.00	\$7,000.00	\$725.00	\$7,250.00	\$711.70	\$7,117.00	\$0.00	\$0.00	\$0.00	\$0.00
614-72855-030	Traffic Control Cabinet w/ Foundati	1	EA	15350.00	\$15,350.00	\$15,900.00	\$15,900.00	\$15,620.00	\$15,620.00	\$0.00	\$0.00	\$0.00	\$0.00
614-72860-010	Push Button Stations	8	EA	95.00	\$760.00	\$100.00	\$800.00	\$95.00	\$792.00	\$0.00	\$0.00	\$0.00	\$0.00
614-72861-010	Pedestrian Signal Head (LED)	8	EA	400.00	\$3,200.00	\$400.00	\$3,200.00	\$407.00	\$3,256.00	\$0.00	\$0.00	\$0.00	\$0.00
614-72895-000	Modular Video Detection System	4	EA	5300.00	\$21,200.00	\$5,500.00	\$22,000.00	\$5,401.00	\$21,604.00	\$0.00	\$0.00	\$0.00	\$0.00
614-72895-010	Opticom 3M, 721 Detector	4	EA	915.00	\$3,660.00	\$950.00	\$3,800.00	\$935.00	\$3,740.00	\$0.00	\$0.00	\$0.00	\$0.00
614-81000-040	Traffic Signal Pole and Luminaire v	4	EA	2000.00	\$8,000.00	\$2,070.00	\$8,280.00	\$2,035.00	\$8,140.00	\$0.00	\$0.00	\$0.00	\$0.00
614-83300-035	Traffic Signal Mast Arm (35' Length	3	EA	16100.00	\$48,300.00	\$16,000.00	\$48,000.00	\$16,368.00	\$49,104.00	\$0.00	\$0.00	\$0.00	\$0.00
614-83300-050	Traffic Signal Mast Arm (50' Length	1	EA	20380.00	\$20,380.00	\$21,000.00	\$21,000.00	\$20,724.00	\$20,724.00	\$0.00	\$0.00	\$0.00	\$0.00
614-86000-020	Traffic Signal Controller (ASC3)	1	EA	2860.00	\$2,860.00	\$2,950.00	\$2,950.00	\$2,915.00	\$2,915.00	\$0.00	\$0.00	\$0.00	\$0.00
619-99999-040	6" Fire Hydrant Assy w/ G.V. & 6"	1	EA	3040.00	\$3,040.00	\$7,225.00	\$7,225.00	\$6,123.69	\$6,123.69	\$0.00	\$0.00	\$0.00	\$0.00
625-00000-000	Construction Surveying & Progress	1	LS	6150.00	\$6,150.00	\$6,400.00	\$6,400.00	\$13,200.00	\$13,200.00	\$0.00	\$0.00	\$0.00	\$0.00
626-00000-000	Mobilization	1	LS	40000.00	\$40,000.00	\$72,000.00	\$72,000.00	\$110,000.00	\$110,000.00	\$0.00	\$0.00	\$0.00	\$0.00
627-02000-SPC	Preformed Plastic Pavement Markin	615	LF	2.10	\$1,291.50	\$2.50	\$1,537.50	\$2.50	\$1,537.50	\$0.00	\$0.00	\$0.00	\$0.00
627-02001-SPC	Preformed Plastic Pavement Markin	350	LF	2.10	\$735.00	\$2.50	\$875.00	\$2.50	\$875.00	\$0.00	\$0.00	\$0.00	\$0.00
627-02003-SPC	Preformed Plastic Pavement Markin	255	LF	4.35	\$1,109.25	\$5.00	\$1,275.00	\$5.00	\$1,275.00	\$0.00	\$0.00	\$0.00	\$0.00
627-02004-SPC	Preformed Plastic Pavement Markin	780	LF	4.35	\$3,393.00	\$5.00	\$3,900.00	\$5.00	\$3,900.00	\$0.00	\$0.00	\$0.00	\$0.00

BID TABULATION

627-02005-SPC	Preformed Plastic Pavement Markii	52	LF	4.35	\$226.20	\$5.55	\$288.60	\$2.50	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00
627-30325-SPC	Preformed Plastic Pavement Markii	15	EA	270.00	\$4,050.00	\$250.00	\$3,750.00	\$250.00	\$3,750.00	\$0.00	\$0.00	\$0.00	\$0.00
627-30326-SPC	Preformed Plastic Pavement Markii	6	EA	300.00	\$1,800.00	\$335.00	\$2,010.00	\$330.00	\$1,980.00	\$0.00	\$0.00	\$0.00	\$0.00
627-30329-SPC	Preformed Plastic Pavement Markii	191	LF	21.50	\$4,106.50	\$14.50	\$2,769.50	\$14.30	\$2,731.30	\$0.00	\$0.00	\$0.00	\$0.00
627-30330-SPC	Preformed Plastic Pavement Markii	7	EA	174.00	\$1,218.00	\$115.00	\$805.00	\$115.50	\$808.50	\$0.00	\$0.00	\$0.00	\$0.00
630-10005-000	Traffic Control	1	LS	51370.00	\$51,370.00	\$52,000.00	\$52,000.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00
100-00000-GC	Bonds & Insurance	1	LS	7890.00	\$7,890.00	\$11,750.00	\$11,750.00	\$575.00	\$575.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sub-Total				\$749,367.65		\$748,256.86		\$929,364.69				
TOTAL:					\$2,124,940.45		\$2,191,432.30		\$2,663,242.52		\$0.00		\$0.00

SPONSORED BY: COUNCIL MEMBER MARTIN

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-74
Series of 2006

06-69
Series of 2006

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF THORNTON FOR THE CONSTRUCTION OF THE 120TH AVENUE AND GRANT STREET INTERSECTION IMPROVEMENTS

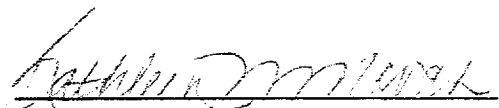
WHEREAS, the 120th Avenue and Grant Street intersection is jointly situated within the corporate limits of Northglenn and Thornton; and

WHEREAS, the Cities desire to enter into an agreement for the construction of the Intersection Project and Grant Street Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

The Intergovernmental Agreement between the City of Thornton and the City of Northglenn for the construction of the 120th Avenue and Grant Street intersection improvements is hereby approved and the Mayor is authorized to execute this Agreement on behalf of the City of Northglenn.

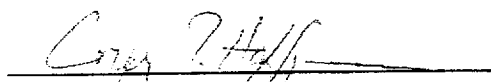
DATED at Northglenn, Colorado, this 25th day of May, 2006.


KATHLEEN M. NOVAK
Mayor

ATTEST:


DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:


City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF THORNTON AND THE CITY OF
NORTHGLENN FOR THE CONSTRUCTION OF THE
120TH AVENUE AND GRANT STREET INTERSECTION IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2006, by and between the City of Thornton, a home rule municipal corporation ("Thornton") and the City of Northglenn, a home rule municipal corporation ("Northglenn") (or collectively referred to as the "Cities or Parties").

WITNESSETH

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the 120th Avenue and Grant Street intersection is jointly situated within the corporate limits of Northglenn and Thornton with the traffic signals located at the northeast and northwest corners of the 120th intersection in Thornton and the traffic signals located at the southeast and southwest corners of the 120th intersection in Northglenn; and

WHEREAS, the Parties have entered into an intergovernmental agreement for the design of the intersection improvements at the intersection of 120th Avenue and Grant Street dated June 6, 2005 ("Design IGA") and the Cities desire to construct the newly designed improvements at 120th Avenue and Grant Street that includes: double left turn lanes on 120th Avenue to northbound and southbound Grant Street, double left turn lanes on Grant Street northbound and southbound, a right turn lane to northbound Grant St, a right turn lane to southbound Grant Street, and the required traffic signal improvements (the "Intersection Project"); and

WHEREAS, Northglenn desires to proceed with an additional project located contiguous to the Intersection Project to the south that includes the realignment, and the construction of additional lanes and intersection on Grant Street (the "Grant Street Project"); and

WHEREAS, Thornton and Northglenn desire to combine the Intersection Project and the Grant Street Project to avoid the coordination of more than one contractor working in the same area, cost benefits, and time efficiencies; and

WHEREAS, the Cities desire to enter into an agreement for the construction of the Intersection Project and Grant Street Project (collectively the "Project").

NOW THEREFORE in consideration of the promises and conditions contained herein, the Cities hereto agree as follows:

I. ADMINISTRATION

A. Project Design

The Cities have jointly selected JR Engineering ("JR") to be the Design Contractor pursuant to the Design IGA. At the time that the Project design is complete and both Parties concur with the completed design, the Parties shall exchange letters with each other to that effect in accordance with the notice provisions provided in Section IV herein. Each Party shall be responsible for the design costs as provided in the Design IGA.

B. Right of Way

Each Party is required to acquire the necessary property interests located within its jurisdiction as defined in the Project Design final approved right of way plans. Each Party shall be responsible for the costs associated therewith. All property interests necessary to construct the Project shall be acquired and documentation evidencing such acquisition shall be provided to the other Party no later than the date of Construction Contract award.

C. Permits and other Approvals

The Parties hereto shall cooperate with each other and with the selected construction contractor in connection with any necessary municipal, state, federal or other permitting associated with the Project. All permits and approvals as required by state and federal authorities shall be acquired as necessary in accordance with the Contract Documents. The Contractor selected for the Project shall obtain all necessary permits associated with and required by the Project.

D. Project Management – Construction Services

Thornton and Northglenn shall perform the construction management duties within their respective jurisdictions associated with the Intersection Project portion of the Project and Northglenn shall perform the construction management duties associated with the Grant Street Project portion of the Project. Both Cities shall enter into any contracts necessary to construct the Project including geotechnical and testing services. The Parties shall be responsible for costs associated with such contracts in accordance with Section II herein.

E. City Representatives

Thornton and Northglenn shall each designate a City Representative who shall oversee the Project on behalf of each City. The Cities recognize that it is an important goal that decisions are promptly made in order to avoid delays and/or additional costs on the Project and to that end, each City will delegate sufficient authority to its City Representative to enable each to meet that goal. Each City Representative shall remain current on all events impacting the Project and shall promptly respond to all issues such that the Project is not adversely impacted.

F. Construction

1. Project Completion

The Parties agree and acknowledge that it is essential to each Party that the entire Project be completed. Neither Party shall have the right to stop or significantly delay construction, or to take any action that would cause construction to be stopped or significantly delayed, without the written consent of the other Party.

2. Contracts Documents

Upon completion of the design, Thornton and Northglenn shall develop the contract documents for the construction portion of the Project. The Cities agree that the portion of the Project located within its jurisdiction shall be designed and constructed in accordance with that City's standards and specifications with the exception of 11-foot wide lanes at the Intersection, which are necessary to accommodate improvements. The contract documents shall provide that the contractor shall provide a two (2) year warranty clause for all Project work performed within the City of Northglenn. Any costs associated with such two-year warranty shall be borne by Northglenn. The contract documents will include a bid schedule for each of the two categories: work to be completed in Thornton; and work to be completed in Northglenn in order to enable the Parties to determine which entity is responsible for the costs associated with the contractor's pay requests and to enable the Contractor to issue separate invoices for the Parties based on that portion of the Project for which each Party is responsible. Each Party represents that it will be responsible for the costs associated with its portion of the Project and will pay such costs directly to the contractor within 30 days of invoice. Upon finalization of the contract documents, the Cities shall advertise the Project for construction bids. Upon receipt of the bids, the Parties shall jointly select the construction contractor based on the lowest responsible bidder. Thornton shall award, execute and administer the contract for construction Thornton reserves the right to reject all bids.

3. Invoices

The contract documents shall require the contractor to invoice each City for work completed in their respective jurisdictions.

4. Change Orders

The City Representatives shall meet on a weekly basis to review Project status and all Project change orders. The Cities agree that each City has sole discretion to challenge or dispute any change order that solely affects work in that portion of the Project located inside of that Party's jurisdiction unless such dispute delays the Project work. In that case, the City

Representatives shall use their best efforts to resolve the disputed change order to avoid any delay in the work. In the event the City Representatives are unable to resolve the disputed change order, the issue will be resolved in accordance with the dispute resolution provisions provided in Paragraph V herein.

5. Joint and Several Liability

The construction contract documents for the Project shall provide that the Cities are separately and severally liable to the Contractor for the work related to the portions of the Project located within each City's separate jurisdiction.

6. Design Considerations

Due to several design considerations in the Project, the Parties have agreed that in exchange for the acquisition of additional right-of-way by Thornton to avoid the relocation of the Northglenn lift station, Northglenn shall reimburse Thornton by paying \$50,784.00 due to the contractor for Thornton work on the Project.

7. Project Schedule

The Parties shall use best efforts to enable Bid Opening to occur in spring of 2006. The Bid Documents shall provide that the project shall be complete within 150 days of Notice to Proceed, or as amended during bidding. The contract documents shall include a bid schedule for each of the Two Cities.

G. Maintenance

The Parties agree that any maintenance of the intersection once the Intersection Project is completed shall be performed as provided in Maintenance IGA entered into between the Parties dated July 7, 1983, as amended from time to time ("Maintenance IGA").

II. PROJECT FUNDING

Each Party shall be responsible for the costs associated with right of way acquisition and construction including but not limited to change orders, geotechnical services, testing, and inspections within its jurisdiction in connection with the Project except as specifically provided herein. Each Party has the right to approve any change orders associated with any work completed in that Party's jurisdiction subject to Section I(F)(1) herein. Both Parties acknowledge that each Party has the sole discretion to expand the Project work and associated budget for work that is to be performed solely within that Party's jurisdiction. Each Party represents that it has adequate funds in its budget to pay for its portion of the costs of the Project.

III. TERM

This Agreement shall terminate upon the expiration of the warranties associated with the Contract Documents subject to Section VIII herein.

IV. NOTICE

Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party or Cities. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Thornton
Jack Ethredge, City Manager
9500 Civic Center Drive
Thornton, CO 80229

City of Northglenn
Leslie Cullen, Interim City Manager
11701 Community Center Drive
Northglenn, CO 80233

V. DISPUTE RESOLUTION

In the event of any disagreement associated with the Project and prior to the commencement of any formal proceedings, the Parties shall continue performance as set forth in this Agreement and the City Representatives in good faith shall attempt to resolve the dispute. In the event the City Representatives are unable to reach agreement and one of the City Representatives concludes that a good faith amicable resolution through continued negotiation of the matter at issue does not appear likely, such City Representative shall notify the other Party in writing.

In the event the Cities reach such an impasse relating to a decision or issue that threatens to significantly delay or stop construction of the Project, the Parties agree to retain, within five (5) business days following such notice, a mutually acceptable Independent Decisionmaker to make an interim decision and /or determination that will allow construction of the Project to proceed according to the Project's schedule. The Parties agree to share equally the fees of the Independent Decisionmaker.

While each City agrees to abide by said interim decision until the Project has been substantially completed, it shall do so under a complete reservation of its rights and without prejudice to any claims it may have against the other Party or others.

VI. LITIGATION

Each Party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions.

VII. INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the Cities and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Cities.

VIII. TERMINATION OF AGREEMENT

This Agreement may be terminated in writing by either of the Cities, but only if: (1) there are no contingent, outstanding contracts for construction; and, (2) the lowest responsible bid for the Project exceeds the amount budgeted by either Party. All costs associated with the cancellation, of any joint contracts, e.g. the Consultant's contract or portion thereof, shall be paid equally by the Cities.

IX. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

X. SEVERABILITY

If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.

XI. WAIVER

A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

XII. PARAGRAPH CAPTIONS

The captions of the paragraphs are set forth only for the convenience and reference of the Cities and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

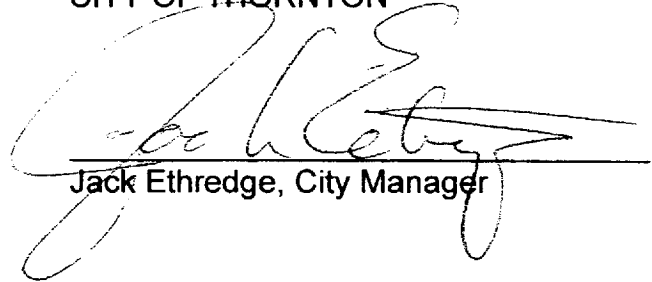
XIII. GOVERNMENTAL IMMUNITY

The Cities acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Cities, their officers, or employees.

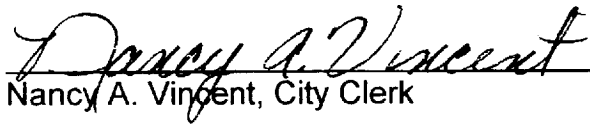
IN WITNESS WHEREOF, the Cities here have executed this Agreement to be effective as of the date first above written.

CITY OF THORNTON



Jack Ethredge, City Manager

ATTEST:



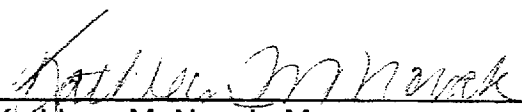
Nancy A. Vincent, City Clerk

APPROVED AS TO FORM:



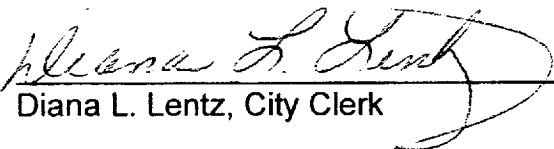
Margaret Emerich, City Attorney

CITY OF NORTHGLENN



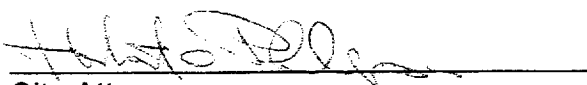
Kathleen M. Novak, Mayor

ATTEST:



Diana L. Lentz, City Clerk

APPROVED AS TO FORM:



City Attorney

RESOLUTION

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND THE CITY OF NORTHGLENN FOR THE CONSTRUCTION OF THE INTERSECTION IMPROVEMENTS TO 120TH AVENUE AND GRANT STREET.

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Section 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the City of Thornton ("Thornton") and the City of Northglenn ("Northglenn") desire to enter into an intergovernmental agreement (IGA), hereinafter jointly referred to as the Construction IGA and made a part hereof by this reference; and

WHEREAS, Thornton City Council is desirous of entering into the Construction IGA authorizing participation of the Cities' funds for the construction of intersection improvements which will be for the benefit of the public and Thornton residents; and


WHEREAS, the Thornton City Council, pursuant to Section 4.18 of the Thornton City Charter, may by resolution enter into agreements with other governmental entities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

1. That the Construction IGA between the City of Thornton and the City of Northglenn pertaining to construction of the project, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.
2. That the City Manager is hereby authorized to execute and the City Clerk to attest the attached IGA.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on May 9, 2006.

CITY OF THORNTON, COLORADO



Noel I. Busck, Mayor

ATTEST:



Nancy A. Vincent, City Clerk

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-108
Series of 2004

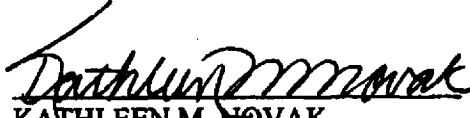
04-104
Series of 2004

A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN CENTURY THEATRES NG, LLC AND THE CITY OF NORTHGLENN, COLORADO

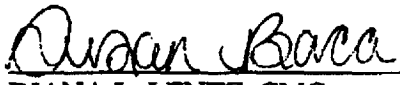
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

The Lease Agreement between Century Theatres NG, LLC and the City of Northglenn, Colorado, as attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

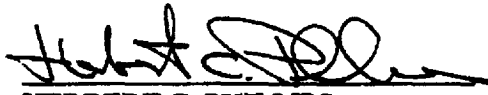
DATED at Northglenn, Colorado, this 18th day of November, 2004.


KATHLEEN M. NOVAK
Mayor

ATTEST:


for DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:


HERBERT C. PHILLIPS
City Attorney

FINAL

GROUND LEASE

BETWEEN

**THE CITY OF NORTHGLENN,
AS LANDLORD,**

AND

**CENTURY THEATRES NG, LLC,
AS TENANT,**

for the lease of certain property located at

**EAST SIDE OF GRANT STREET AT APPROXIMATELY 119TH AVENUE
NORTHGLENN, COLORADO**

DATED AS OF NOVEMBER 18, 2004

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") dated this ____ day of November, 2004 ("Effective Date"), is by and between THE CITY OF NORTHGLENN, a municipal corporation ("Landlord"), and CENTURY THEATRES NG, LLC, a California limited liability company ("Tenant").

BACKGROUND

A. Landlord is the fee simple owner of a parcel of land located in the City of Northglenn, Colorado, as legally described on Exhibit A attached hereto ("Theater Parcel"), and as depicted on the Theater Parcel Site Plan, which is attached hereto as Exhibit A-1.

B. Landlord wishes to develop the Theater Parcel and surrounding area into a commercial and entertainment district (collectively, the "District"). The boundaries of the District are depicted on the Area Plan, attached hereto as Exhibit B. Towards that end, Landlord has acquired, or is seeking to acquire, all the properties located within the District.

C. The District shall consist of the Theater Parcel, all land adjacent to the Theater Parcel as shown on the Area Plan (the "Non-Theater Parcel"), a parcel of land adjacent to Highway 25 to be used for an advertising sign by Tenant (the "Sign Parcel"), an intersection connecting the Non-Theater parcel to the Theater Parcel (the "Intersection"), and, if acquired by Landlord, a 56-foot strip of land adjacent to the Theater Parcel (the "56-Foot Strip").

D. Landlord wishes to include a movie theater in the District. Tenant is an experienced movie theater operator, which is willing to construct, at its sole cost and expense, a state-of-the-art motion picture theater in the District, provided that sufficient parking is available for the theater and other uses within the District.

E. To provide the necessary parking, the Parties wish to create a reciprocal parking plan for the District and incorporate such terms into this Lease.

F. Subject to the implementation of the reciprocal parking plan for the District and a shared parking agreement with an adjacent owner, Landlord desires to lease to Tenant and Tenant desires to lease the Theater Parcel and, if acquired, a 56-foot strip of land adjacent to the Theater Parcel for the development, construction and operation of a motion picture theater.

G. Accordingly, Landlord and Tenant hereby agree as follows:

ARTICLE 1

BASIC LEASE INFORMATION

Section 1.1. Reference Data. The following reference data constitutes certain terms of this Lease. Whenever any data is referred to as "approximately" or "estimated," said data shall be determined in the manner provided in this Lease and such estimate shall be disregarded.

Landlord:	THE CITY OF NORTHGLENN , a municipal corporation
Tenant:	CENTURY THEATRES NG, LLC. , a California limited liability company
Premises:	The Theater Parcel and, if acquired, the 56-Foot Strip (as defined hereinafter).
Initial Term:	Twenty (20) Lease Years
Extension Terms:	Seven (7) consecutive option terms of five (5) Lease Years each

Base Rent: One Dollar (\$1.00) for each year of the Initial Term and Sixty-Three Thousand Dollars (\$63,000) for each year of the Extension Term(s)

Real Estate Taxes: Tenant shall pay all Real Estate Taxes assessed against the Premises

Notice Address for Landlord: City Manager
City of Northglenn
P.O. Box 330061
Northglenn, CO 80233-8061

With a separate copy to: Herbert C. Phillips
Hayes, Phillips, Hoffmann, & Carberry, P.C.
Suite 450, The Market Center
1350 Seventeenth Street
Denver, CO 80202 - 1576

Landlord's Telephone Number 303-450-8709

Notice Address for Tenant: Century Theatres, Inc.
150 Pelican Way
San Rafael, California 94901
Attention: Chief Executive Officer

With a separate copy to: Century Theatres, Inc.
150 Pelican Way
San Rafael, California 94901
Attention: General Counsel

Piper Rudnick LLP
203 N. LaSalle Street, Suite 1800
Chicago, Illinois 60601
Attention: David B. Sickie, Esq.

Tenant's Telephone Number: (415) 448-8400

Landlord's Broker: NONE

Tenant's Broker: David Larson, Legend Retail Group

Section 1.2. Definitions. The following definitions constitute certain terms of this Lease which are set forth in this Section for ease of reference. Each subsequent reference in this Lease to any of the terms defined shall incorporate the definitions in this Section as if the same were fully and completely stated therein.

"Anniversary" shall mean the date that is twelve (12) full calendar months from the date of a given event; provided, however, that if the Commencement Date occurs on a day other than the first day of a calendar month, then the first Anniversary of the Commencement Date shall be deemed to be the date that is twelve (12) full calendar months from the first day of the calendar month immediately following the Commencement Date and each subsequent Anniversary of the Commencement Date shall be deemed to be the same day in the succeeding calendar years.

"Applicable Laws" shall mean any law, ordinance, order, rule, regulation, requirement or judicial decision of any Governmental Authority, which is at any time during the Term applicable to the Premises, including, all Governmental Requirements and Environmental Laws. Such laws, ordinance, orders, rules, regulations shall include, without limitation, any of those which relate to zoning, public health, public safety, environmental protection, accessibility, the removal of architectural barriers and the existence or removal of any Hazardous Materials.

"Area Plan" shall mean the site plan showing the Theater Parcel, the Non-Theater Parcel, the Sign Parcel, the 56-Foot Strip, and the Intersection, as well as other contiguous property, which is attached hereto as Exhibit B.

"Baseline Parking" shall have the meaning given such term in Section 2.1.

"Base Rent" shall have the meaning given such term in Section 1.1.

"Building" shall mean the motion picture theater building to be constructed by Tenant upon the Premises, and all replacements and modifications thereof and additions thereto.

"City" shall mean the City of Northglenn, Colorado.

"City Fees" shall mean all the fees charged to Tenant by the City relating to Tenant's Work, including but not limited to building permit fees, plan check fees, electrical permit fees, use tax on building materials, furniture, fixtures, equipment, water and sanitary sewer connection fees, staff development review fee, and incidental inspection fees.

"Commencement Date" shall mean the earlier of (a) the date Tenant initially opens the Building for business to the general public, (b) the date that is fourteen (14) months after the satisfaction of Tenant's Work Commencement Date Conditions, or (c) the date that is twenty-two (22) months after the Effective Date of this Lease. Tenant shall not be deemed to have initially opened the Building for business to the general public during any period in which Tenant opens for business with a special preview on an invitation-only basis or with other special activities, which do not provide theater revenues to Tenant. Notwithstanding the foregoing, the Commencement Date shall be postponed until Landlord completes all of Landlord's Work.

"Construction Cost Cap" shall mean one hundred five percent (105%) of the total cost of construction for Tenant's Belmar project in the City of Lakewood, Colorado, plus one million dollars (\$1,000,000.00).

"Construction Schedule" shall have the meaning given such term in Section 2.6.

"District" shall mean that real property consisting of the Theater Parcel, the 56-Foot Strip, the Sign Parcel, the Intersection, and the Non-Theater Parcel, all of which Landlord intends to develop into a commercial and entertainment district.

"Effective Date" means the date this Lease becomes legally effective, as set forth in the preamble on the first page hereof.

"Election Notice" shall have the meaning given such term in Section 11.1 hereof.

"Environmental Laws" shall mean all current and future federal, state and local statutes, regulations, ordinances and rules relating to (1) the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land, (2) the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material, or (3) the protection of human health, safety or the indoor or outdoor environmental, including (without limitation) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et. seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et. seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et. seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et. seq.*; the Clean Water Act, 33 U.S.C. Section 1251, *et. seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado, as amended; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

"Extension Term" shall mean each period of five (5) Lease Years for which the Term of this Lease is extended pursuant to Section 3.3 hereof, subject to further extension pursuant to Section 3.4 hereof.

"56-Foot Strip" shall mean the strip of real property adjacent to the North boundary of the Theater Parcel, as shown on the Area Plan.

"First-Run Movies" shall mean mainstream or broadly distributed commercial and independent films from the major commercial and independent film companies and distributors in their initial release or their re-release period.

"Force Majeure" shall mean delays in the performance of a Party's obligations hereunder that are caused by reason of acts of God, unusually inclement weather, strikes, lockouts, labor troubles, inability to procure necessary materials, supplies or inventory (including, if applicable, the general unavailability of suitable film product) at commercially reasonable rates, failure of power, illegality, general unavailability of permits or approvals required under applicable

Governmental Requirements, riots, insurrection, acts of terrorism or war, or other reason of a similar or dissimilar nature not the fault of or within the reasonable control of such Party, including (without limitation), the failure of the other Party to perform its obligations as and when required hereunder. Lack of funds or inability to obtain internal approvals shall not constitute *Force Majeure*.

"**Four Wall Deal**" shall mean a bona fide transaction wherein a third party is permitted to use the Premises or one or more auditoria therein on a fixed-fee limited-engagement basis.

"**Freeway Sign**" shall have the meaning set forth in Section 2.1(c).

"**Governmental Authority**" shall mean any federal, state, municipal or local governmental authority, agency or board or any division thereof.

"**Governmental Requirements**" shall mean those Applicable Laws, which relate to the development, construction, occupancy or use of the Premises or the District.

"**Hazardous Materials**" shall mean (a) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to any Environmental Laws; (b) any substance, product, waste or other material of any nature whatsoever (including, without limitation, mold and other biological agents) which may give rise to liability under any Environmental Laws or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products contained within regularly operated motor vehicles; (d) asbestos and asbestos-containing materials; (e) subsurface gas (including radon); (f) urea formaldehyde foam insulation; (g) polychlorinated biphenyls; (h) freon and other chlorofluorocarbons; and (i) underground storage tanks.

"**Initial Term**" shall mean the period that commences on the Commencement Date and expires on the day immediately preceding the twentieth (20th) Anniversary of the Commencement Date, subject to extension as provided in Section 3.3.

"**Interest Rate**" shall mean two percent (2%) per annum in excess of the "prime" or "corporate base" lending rate announced by Bank of America or any successor thereto from time to time, whichever is lower, or, if neither such rate is readily discernible, the "Prime Rate" published from time to time in the "Money Rates" column of the *Wall Street Journal* (or any successor thereto) (or if there is more than one such rate, then the average of the rates so published).

"**Intersection**" shall have the meaning given such term in this Section 1.1 at "Landlord's Work," below.

"**Landlord's Environmental Acts**" shall have the meaning given such term in Section 16.2.

"**Landlord's Work**" shall mean all municipal roadway, crosswalk and signal improvements adjacent to the Premises; all improvements to the Non-Theater Parcel necessary to provide access to and create the Baseline Parking to a standard consistent with the parking spaces constructed as part of Tenant's Work; and the delivery to the exterior boundary of the Premises of gas, water, electric, telephone, sanitary and storm sewer, but excluding cable to be provided by Comcast or similar provider, as required by Tenant to perform Tenant's Work and operate the theater and Tenant's other improvements in and around the Premises. Landlord, as part of Landlord's Work, shall in consultation with Tenant, design and construct improvements to the Intersection shown on the Area Plan so as to create a well-lit, signed, and pedestrian-friendly connection between the Premises and the Off-Premises Parking. Landlord shall have the option of constructing an overpass or a signal controlled intersection of contrasting material and color.

"**Lease Year**" shall mean (i) the approximately twelve (12) calendar month period that commences on the Commencement Date and expires on the day immediately preceding the first (1st) Anniversary of the Commencement Date, and (ii) each successive twelve (12) month period that expires on the day immediately preceding the next following Anniversary of the Commencement Date (provided, however, that the final Lease Year shall expire on the last day of the Term).

"**Mixed-Use**" shall mean a combination of retail, office, commercial and residential uses, including, but not limited to uses with retail and offices on the ground level and loft-type apartments or condominiums on the stories above.

"Non-Seasonal Period" shall mean, in any calendar year (i) the period beginning on January 21 and ending on April 30, and (ii) the period beginning on the first Tuesday after Labor Day and ending on October 31.

"Off-Premises Parking" shall mean the number of parking spaces (estimated to be 329 spaces) to be provided by Landlord as a part of Landlord's Work required to make up the difference between the On-Premises Parking to be supplied by Tenant (estimated to be 524 spaces) and the Baseline Parking (estimated to be 853 spaces).

"On-Premises Parking" shall mean the approximately 534 parking spaces to be located on the Premises, which are to be constructed by Tenant as a part of Tenant's Work.

"Non-Theater Parcel" shall mean the parcel of land adjacent to the Theater Parcel as shown on the Area Plan, portions of which are currently owned by Landlord and portions of which Landlord intends to acquire.

"Parking Structure" shall mean the parking structure on the Non-Theater Parcel, the approximate location of which is fixed and shown on the Area Plan, which Landlord may construct in order to meet Landlord's obligation to provide the required Baseline Parking.

"Party" shall mean either Landlord or Tenant; and "Parties" shall mean Landlord and Tenant.

"Permitted Closure" shall mean the closure of, or the discontinuance of the operation of Tenant's business within the Building in whole or in part, due to any of the following: (i) any damage or destruction to the Premises or the Off-Premises Parking (including, if built, the Parking Structure) that prevents the operation of Tenant's business, in whole or in part, on the Premises; (ii) any act of God or *Force Majeure* that prevents the operation of Tenant's business, in whole or in part, on the Premises; (iii) any occurrence beyond Tenant's control that prevents reasonable access to the Premises; (iv) the construction of improvements to the Building or Premises for a period not to exceed one hundred eighty (180) days during any five (5) year period, which construction shall be phased to the extent commercially reasonable to allow the continued operation of some auditoriums, provided that the period during which each auditorium is closed when added together does not total more than one hundred eighty (180) days in any five (5) year period; (v) any temporary taking that prevents the operation of Tenant's business, in whole or in part, on the Premises; (vi) any reduction of more than three percent (3%) of the number of parking spaces required to be provided under this Lease or mandated by Governmental Requirements; (vii) any closure of the Premises required by any Governmental Authority so long as it was not due to Tenant's negligence or misconduct; (viii) discontinuation of the production and/or distribution of First-Run Movies; (ix) Landlord's breach of a material provision of the Lease that prevents the operation of Tenant's business, in whole or in part, on the Premises; and (x) a temporary closure by Tenant for any reason of up to an aggregate of ten (10) days in each Lease Year.

"Personal Property Taxes" shall mean taxes levied under the Applicable Laws on personal property owned by Tenant.

"Premises" shall mean that parcel of land owned by Landlord and legally described on Exhibit A and/or shown on the Area Plan ("Theater Parcel") and the 56-Foot Strip, if acquired by Landlord.

"Real Estate Taxes" shall mean the following: all real estate taxes assessed against the Premises. Notwithstanding anything to the contrary contained herein, however, in no event shall "Real Estate Taxes" payable by Tenant include: (i) any transfer taxes or deed stamps (or similar charges) imposed on the sale, change of ownership or transfer of any portion of the Premises, all of which shall be paid by Landlord at no cost or expense to Tenant (except that Tenant shall be solely responsible for any transfer taxes imposed on the sale or assignment by Tenant of its leasehold estate hereunder); (ii) income, franchise, corporate, personal property, excess profits, transfer, revenue, estate, inheritance, gift, devolution, succession or excise taxes of Landlord; and (iii) impact fees, brokerage fees, parking fees or development fees or any other tax, assessment or charge upon or measured, in whole or in part, by the Rent payable hereunder.

"Rent" shall mean, collectively, Base Rent and all other charges payable by Tenant hereunder.

"Request for Change" shall have the meaning given such term in Section 11.1 hereof.

"Seasonal Period" shall mean (a) the period beginning on May 1 through Labor Day, and (b) the period from November 1 to January 20 next following.

"Shared Parking Agreement" shall have the meaning given such term in Section 2.1 hereof.

"Short Form of Lease" shall mean the short form of lease to be executed by Landlord and Tenant and recorded against the District pursuant to Section 18.6, in the form of Exhibit C hereto

"Sign Parcel" shall mean that area near the Premises and located adjacent to I-25 (as may be depicted on the Area Plan but in any event as mutually agreed between the Parties), which is currently owned by Landlord.

"Taking" shall have the meaning given such term in Section 14.1.

"Tenant's Environmental Acts" shall have the meaning given such term in Section 16.1.

"Tenant's Work" shall mean the Building and any other structures or improvements made by Tenant upon the Premises, including surface parking lots, signage, landscaping, drainage, sidewalks, and utilities within the perimeter of the Premises, or on adjacent public streets or irrigation canal rights-of-way to the extent required by City ordinance.

"Tenant's Work Commencement Date Conditions" shall mean the following: (1) Tenant shall have received all permits necessary to construct Tenant's Work; (2) Landlord shall have received all permits necessary to construct Landlord's Work; (3) Landlord shall have completed all work necessary for Tenant to start its work and continue without interruption; and (4) Landlord has provided adequate assurances that it will complete all of its work at least fifteen (15) days prior to the scheduled opening date for the Building.

"Term" shall mean the Initial Term and each Extension Term (if any) that is duly added to the Initial Term pursuant to Section 3.3.

"Theater Parcel" shall mean that parcel of land owned by Landlord and legally described on Exhibit A.

"Transfer" shall mean to assign or sublet as defined in Section 12.1.

ARTICLE 2

PREMISES; AREA PLAN; CONDITIONS

Section 2.1. Premises; Reciprocal Parking and Sign Parcel.

(a) Theater Parcel and 56-Foot Strip. Subject to the terms and conditions hereof (including, without limitation, Section 2.3 below), Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Theater Parcel, together with all rights, privileges, benefits, rights-of-way and easements now or hereafter appurtenant or belonging thereto. In addition to the above, the 56-Foot Strip shall become part of the Premises upon Tenant's written acknowledgement of the agreement attached hereto as Exhibit D (the "Shared Parking Agreement"). Upon Tenant's acknowledgment, Tenant shall be subject to the terms of the Shared Parking Agreement. The Shared Parking Agreement provides for the shared nonexclusive use of the 56-Foot Strip and certain portions of the Theater Parcel by the adjacent property owner.

(b) Reciprocal Parking/Common Areas. To facilitate the development of the District, the Parties hereby create a reciprocal parking arrangement between the Premises and the Non-Theater Parcel. Under this reciprocal parking arrangement, all owners and tenants who occupy premises within the District, and their respective customers, invitees, contractors and employees, shall have the right to park, on a nonexclusive basis, without charge or time restrictions, anywhere within the District. This parking shall be available at all times throughout the year. In addition to parking, the occupying owners and tenants, and their respective customers, invitees, contractors and employees, shall have the right to use the common areas in the District.

(i) Baseline Parking. Provided that upon completion of construction, the Building seats 3,412, the minimum initial amount of parking to be provided for this area shall equal 853 parking spaces (the "Baseline Parking"), with approximately 524 parking spaces to be located on the Premises

(the "On-Premises Parking") and approximately 329 parking spaces to be located on the Non-Theater Parcel (the "Off-Premises Parking"). In the event that upon completion of construction, the Building has less than 3,412 seats, the Baseline Parking requirement shall be reduced by the number of seats in the completed Building that are less than 3,412, at a rate of one parking space for every four seats. At all times during the Term of this Lease, Landlord shall provide a sufficient number of parking spaces on the Off-Premises Parking to satisfy the Baseline Parking requirement. Tenant shall use reasonable good faith efforts to maximize the number of spaces located on the On-Premises Parking. The Baseline Parking shall be augmented upon any further development of the District by Landlord's addition of additional parking spaces on the Off-Premises Parking. The parking augmentation shall be based on the schedule attached hereto as Exhibit E.

(ii) Parking Structure. Landlord may, but is not required to, meet its Off-Premises Parking obligation by constructing a parking structure on the Non-Theater Parcel, which shall be located approximately as indicated on the Area Plan (the "Parking Structure"). The Parties acknowledge that the location of the Parking Structure on the Area Plan is an approximation and is subject to change depending on the nature of the development plans for the Non-Theater Parcel. The Parties shall cooperate in good faith to determine a reasonable final location for the Parking Structure, which must provide users of the Parking Structure reasonable access to the Premises. Landlord shall also provide and maintain a pedestrian friendly pathway between the Parking Structure and the Intersection.

(c) Sign Parcel. Landlord hereby confers the right to Tenant to install, as part of Tenant's Work, an illuminated freestanding sign ("Freeway Sign") identifying the business at the Premises, in conformance with the City of Northglenn Sign Code as codified in Chapter 11, Article 35 of the City Code. In the event that Tenant desires to construct a sign that exceeds the height limitations set forth in the Northglenn Sign Code, the Parties shall work together in good faith to help Tenant obtain approval from the City of Northglenn for a sign that is acceptable to Tenant. In connection therewith, Tenant shall have the right to access such sign, from time-to-time, to maintain and repair the sign.

Section 2.2. The District. The Premises shall be located within the District. An integral part of the District will be the theater. The theater and related improvement shall be located as shown on the Area Plan. The Parties acknowledge that the locations of the Intersection and pathway on the Area Plan are approximations and are subject to change depending on the nature of the development plans for the Non-theater Parcel, and subject to the reasonable approval of Tenant.

Section 2.3. Conditions – Landlord Obligations. This Lease, at Tenant's option, shall be subject to the following conditions:

(a) Due Diligence related to Premises. That, on or before the dates indicated below, Landlord shall provide to Tenant and, not later than sixty (60) days after receipt of such items, Tenant shall review and approve, true, correct and complete copies of the following documents enumerated in subsections (i) through (iv) (the "Property Reports") in its sole and absolute discretion. If Landlord shall fail to so provide any of the Property Reports, Tenant shall have the right (but not the obligation) to order them, at Landlord's expense. If a Property Report should disclose a condition that is unacceptable to Tenant, then Landlord shall use commercially reasonable efforts to cure or eliminate the condition. If, within one hundred eighty (180) days of Tenant's request, Landlord is unable to cure or eliminate the condition(s) in question, then Tenant shall have the right (but not the obligation) to seek to cure or eliminate or accept "as-is" such condition(s). If, notwithstanding the foregoing, the Property Reports remain unacceptable to Tenant, in its sole and absolute discretion, Tenant may terminate this Lease in accordance with Section 2.5 below.

(i) Title Commitment. Within the earlier of thirty (30) days of Landlord's acquisition of the 56-Foot Strip or one hundred twenty (120) days of the Effective Date, Landlord shall deliver to Tenant a current commitment for the Leasehold Title Policy in favor of Tenant, in an amount equal to the value of the Tenant's Work, showing all matters of record affecting the Theater Parcel, the 56-Foot Strip, and the Sign Parcel, (including mortgages) and legible copies of all documents identified or referred to therein (the "Title Commitment").

Landlord shall have no obligation to pay for the Leasehold Title Policy, which Tenant may choose to obtain at its sole cost and expense.

(ii) **Survey.** Within the earlier of thirty (30) days of Landlord's acquisition of the 56-Foot Strip or one hundred twenty (120) days of the Effective Date, Landlord shall provide to Tenant an accurate current "ALTA ACSM" survey of the Premises, showing, without limitation, easements, existing buildings, existing utilities and restrictions, if any, and indicating the location of all buildings, easements and existing utility lines available for Tenant's use, and showing existing grades and spot elevations in sufficient detail for Tenant to prepare its preliminary plans for Tenant's Work, all of which would affect the design or operation of the Building and the parking areas (the "Survey").

(iii) **Geotechnical Report.** Within the earlier of thirty (30) days of Landlord's acquisition of the 56-Foot Strip or one hundred twenty (120) days of the Effective Date, Landlord shall provide to Tenant a copy of the geotechnical report for the areas on which the Building will be constructed as designated in the attached Area Plan. Within thirty (30) days of the Parties' agreement on the exact location of the Freeway Sign, Landlord shall provide to Tenant a copy of the geotechnical report for the area on which the sign will be constructed. Based on the Tenant's Building Pad and Freeway Sign Specifications (Exhibit G hereto), the report shall provide a recommended foundation design. This report shall be prepared and certified by a geotechnical engineering firm that is acceptable to Tenant and is licensed in the jurisdiction where the Premises are located (the "Geotechnical Report").

(iv) **Environmental Reports.** Within the earlier of thirty (30) days of Landlord's acquisition of the 56-Foot Strip or one hundred twenty (120) days of the Effective Date, Landlord shall provide to Tenant a new "Phase I" environmental report covering the Theater Parcel and the 56-Foot Strip, which shall be prepared (and certified to Tenant as being prepared) in accordance with the American Society of Testing and Materials (ASTM) Standard E1527-97 and all applicable standards under federal or state law, which shall confirm that all hazardous materials present within the Premises in violation of Applicable Laws have been removed to a level acceptable to all applicable regulatory agencies and confirming the satisfactory completion of all other environmental remediation work recommended in any existing environmental report (the "Environmental Report").

(b) **Title Insurance.** That, on or before the date which is sixty (60) days after Tenant's approval of all of the items set forth in Section 2.3(a), above, Landlord shall deliver to Tenant the Leasehold Title Policy in an amount equal to the value of the Tenant's Work. The Leasehold Title Policy shall insure Tenant's leasehold estate subject only to (x) this Lease, (y) any other matters that are disclosed in the Title Commitment and the Survey that are approved by Tenant, and with such endorsement as Tenant may reasonably require, including without limitation (1) an ALTA form "3.1 Zoning Endorsement," expressly insuring that the Premises may be lawfully operated for the Permitted Use and modified to include the adequacy of parking and to insure against the closure of Tenant's business within the Premises as a consequence of any breach or violation of applicable zoning laws or ordinances and (2) an ALTA form "13.1 Leasehold Policy Endorsement," insuring Tenant's interest in the Building. Tenant shall be responsible for the cost of the policy.

(c) **Site Plan/Entitlements.** That, within forty (40) days after Tenant's notice to Landlord that each of the conditions set forth in Section 2.3(a)-(b) has been satisfied or waived, and upon first copying Tenant and providing Tenant ten days to review, Landlord shall submit its applications for all approvals and entitlements (except building permits and related approvals) required by applicable Governmental Requirements for Landlord's Work, if any. If Landlord fails to apply for the approvals and entitlements as set forth herein, then Tenant may terminate this Lease in accordance with Section 2.5 below.

(d) **Building Permit.** That, within fifteen (15) days after Tenant submits its application to obtain the building permits required for the construction of Tenant's Work under Section 2.4(b) below, Landlord will submit its application to obtain any necessary building permits or third party approvals required for the construction of Landlord's Work. If Landlord fails to apply for the building permit as set forth herein, then Tenant may terminate this Lease in accordance with Section 2.5 below.

(e) **Construction of Landlord's Work.** That, within ninety (90) days of obtaining all the necessary permits and approvals, Landlord shall commence Landlord's Work and shall thereafter complete Landlord's Work in accordance with the Construction Schedule (as defined in Section 2.6 below).

(f) **Cap on City Fees.** That, prior to receipt of Tenant's building permits, the estimated City Fees shall not exceed Five Hundred Thousand Dollars (\$500,000.00). Should the estimated City Fees exceed Five Hundred Thousand Dollars (\$500,000.00), Tenant's sole remedy shall be termination of this Lease, which remedy Tenant may only exercise prior to Tenant's receipt of its building permits.

(g) **Cap on Construction Costs.** That prior to receipt of Tenant's building permits, Tenant's estimated cost of Tenant's Work shall not exceed one hundred five percent (105%) of the total cost of construction for Tenant's Belmar project in the City of Lakewood, Colorado, plus one million dollars (\$1,000,000.00) (the "Construction Cost Cap"). Should the estimated cost of Tenant's Work exceed the Construction Cost Cap, Tenant's sole remedy shall be termination of this Lease, which remedy Tenant may only exercise prior to Tenant's receipt of its building permits.

(h) **Exhibits.** That any exhibits to this Lease that are not attached hereto as of the Effective Date shall be mutually agreed upon and attached within thirty (30) days of the Effective Date. Notwithstanding the foregoing, the CAM (as defined in Section 8.1 hereof) shall be attached within one hundred twenty (120) days of the Effective Date.

Section 2.4. Conditions - Tenant Obligations. This Lease, at Landlord's option, shall be subject to the following conditions:

(a) **Entitlements.** That, during the sixty (60) days after Landlord has satisfied the conditions set forth in Section 2.3(a)-(c) above, Tenant shall, with Landlord's reasonable cooperation and assistance, submit its applications for all approvals and entitlements (except building permits and related approvals) required by applicable Governmental Requirements for a motion picture theater containing not less than forty-nine thousand (49,000), nor more than sixty-two thousand (62,000) square feet, sixteen (16) screens, and not less than two-thousand five hundred (2,500) nor more than three thousand four hundred twelve (3,412) seats, including any required design review approval. If Tenant fails to apply for the approvals and entitlements as set forth herein, then Landlord may terminate this Lease in accordance with Section 2.5 below.

(b) **Building Permit.** That, within two hundred ten (210) days after Tenant has received the approvals and entitlements set forth in Section 2.4(a) above, then subject to extension for delays caused by *Force Majeure*, Tenant shall submit its application to obtain the building permits required for the construction of Tenant's Work. If Tenant fails to apply for the building permits as set forth herein, then either Party may terminate this Lease in accordance with Section 2.5 below.

(c) **Construction of Tenant's Work.** That, within ninety (90) days after Tenant's Work Commencement Date Conditions have been satisfied, Tenant shall commence Tenant's Work and shall thereafter complete Tenant's Work (i.e., open for business) within fourteen (14) months of its commencement, all subject to *Force Majeure*. If Tenant fails to commence and complete Tenant's Work as set forth herein, then Landlord may terminate this Lease in accordance with Section 2.5 below. In lieu of termination, Tenant may elect to pay liquidated damages in the amount of \$2000 per day for up to six months, by sending a written notice to Landlord of its election. After such six-month period, the Landlord shall have the right to terminate the Lease.

Section 2.5. Good Faith and Fair Dealing. Landlord and Tenant shall cooperate in good faith to satisfy the conditions set forth in Sections 2.3 and Section 2.4 above, as soon as practical after the Effective Date. If any or all of said conditions precedent are not satisfied or waived in writing within the applicable time period specified above, then, at any time thereafter but prior to the satisfaction of the applicable condition, the Party(ies) entitled to do so may terminate this Lease by giving forty-five (45) days notice to the other Party of its election to terminate, whereupon the Lease shall be terminated unless the applicable condition is satisfied or waived during such notice period. Unless and until this Lease is terminated, the other Party shall diligently and continuously seek to satisfy the applicable condition. If this Lease is terminated by a Party, and in accordance with Section 2.3 or Section 2.4 and prior to the commencement of Tenant's Work, then except as may be expressly provided otherwise in this Lease neither Party shall have any further rights or obligations under this Lease.

Section 2.6. Construction Schedule. After the Parties have submitted their construction drawings to the City for review and prior to the issuance of a building permit (See Section 2.3(c) & Section 2.4(b)), the Parties shall meet to develop a coordinated construction schedule for Tenant's Work and Landlord's Work ("Construction Schedule"). The key elements of such schedule shall include, but not be limited to, (1) start date for Landlord's Work; (2) the elements of Landlord's Work that need to be completed prior to the commencement of Tenant's Work; (3) projected start date for Tenant's Work; (4) the completion date for Landlord's Work; (5) the completion date for Tenant's Work; and (6) the opening date for the theater.

ARTICLE 3

TERM AND POSSESSION

Section 3.1. Term of Lease. The Term of this Lease shall commence on the Commencement Date. The Term shall expire on the day immediately preceding the Twentieth (20th) Anniversary of the Commencement Date, subject to extension pursuant to Section 3.3 (in which case the Term shall expire on the last day of the Extension Term, subject, if applicable, to further extension pursuant to Section 3.3) and, if applicable, subject to extension pursuant to Section 3.4.

Section 3.2. Initial Occupancy. Although the terms and provisions of this Lease to be performed by Tenant shall be effective from and after the Effective Date (except for Tenant's insurance obligations hereunder, which shall be effective from the date Tenant takes possession of the Premises or the first day of Tenant's Work, whichever occurs first), no Rent, Real Estate Taxes, or other charges shall be payable by Tenant with respect to any period prior to the Commencement Date.

Section 3.3. Extension Options. Landlord hereby grants to Tenant the option to extend the Term of this Lease for the number of Extension Terms set forth in Section 1.1. So long as Tenant is not in default of any material term of this Lease, Tenant may exercise its option to extend the Term of this Lease for not more than the number of Extension Terms set forth in Section 1.1, each of which shall be five (5) Lease Years in duration or as otherwise set forth in Section 1.1.

(a) Each extension option shall be exercised by written notice to Landlord at least one hundred eighty (180) days before the end of the then-current Term; provided, however, that Landlord and Tenant agree that Tenant's extension options hereunder shall not be forfeited or deemed waived by neglect or inadvertence and, accordingly, Tenant's right to extend shall not be deemed waived or forfeited unless (i) Tenant affirmatively elects in writing not to extend the Term or (ii) Tenant fails to exercise its extension option by the date which is the later of: (x) 180 days prior to the expiration of the then-current Term, or (y) thirty (30) days after receipt of Landlord's "reminder notice," which shall be sent by Landlord to Tenant no sooner than two hundred seventy (270) days prior to the expiration of the then-current Term.

(b) Neither Tenant's failure to exercise an extension option, nor Landlord's failure to provide a reminder notice shall excuse Tenant from paying the Base Rent that would otherwise have been due had Tenant exercised its extension option during the period of Tenant's possession of the Premises, nor shall the duration of any Term be extended. If Tenant fails to exercise an extension option within 180 days of the expiration of the then current Term, Landlord may, at Landlord's option, require Tenant to remain in possession of the Premises and pay the Base Rent for that Extension Term for a period of up to six (6) months after the date on which Tenant provides Landlord with notice that Tenant will not exercise its extension option.

(c) If the Term of this Lease is extended for any Extension Term, then during such Extension Term, Tenant shall pay to Landlord the applicable Base Rent specified in Section 1.1 above and, except as otherwise provided herein to the contrary, all terms and conditions in effect under this Lease immediately prior to such Extension Term shall continue to apply throughout such Extension Term.

Section 3.4. Partial Extension. If the Initial Term or any Extension Term would otherwise expire during or within thirty (30) days prior to a Seasonal Period and if Tenant does not extend the Term of this Lease pursuant to Section 3.3, then Tenant nevertheless shall have the right to extend the Term of the Lease through the last day of such Seasonal Period by providing written notice of such election to Landlord not less than sixty (60) days prior to the expiration of the then-current Term. In such event, the Base Rent payable by Tenant during such extension period shall be equal to the Base Rent payable in the previous Lease Year, on a per diem basis.

ARTICLE 4

RENT

Section 4.1 Annual Base Rent. Beginning on the Commencement Date and continuing throughout the Term, Tenant shall pay annual Base Rent to Landlord at the rate specified in Section 1.1 in advance on the Commencement Date and on each Anniversary thereafter. Notwithstanding anything herein to the contrary, Tenant's obligation to pay Rent shall be subject to Landlord completing all of Landlord's Work.

ARTICLE 5

REAL ESTATE AND PERSONAL PROPERTY TAXES

Section 5.1. Tenant's Obligation. Tenant shall pay (or cause to be paid) when due all Real Estate Taxes and Personal Property Taxes that are lawfully charged, assessed or levied against the Premises and/or Tenant during the Term.

ARTICLE 6

INSURANCE AND INDEMNIFICATION

Section 6.1. Insurance Policies.

(a) Tenant's Insurance. Throughout the Term, Tenant shall procure and maintain, at its cost and expense, or cause to be maintained, all the following insurance:

(i) Commercial General Liability Insurance. Commercial or comprehensive general liability insurance on an occurrence basis, insuring against any and all claims for damages to person or property or loss of life or of property occurring on or about the Premises or arising from the operation of the Premises by Tenant and or arising from any tortious acts or negligence of Tenant or any of Tenant's agents, employees, licensees or contractors, with coverage limits of not less than \$2,000,000 for bodily injury or death to any one person and not less than \$2,000,000 for bodily injury or death arising from any one accident or occurrence, and not less than \$500,000 for property damage, with such deductibles as Tenant may customarily carry in the conduct of its business.

(ii) Property Insurance. Tenant shall procure and maintain (or cause the tenants or owners of the applicable improvements to maintain) in full force and effect a policy or policies of so-called "all-risks" property insurance covering the buildings and other improvements within the Premises and the Sign Parcel, with coverage at least as broad as the Standard ISO Form CP 1030 including fire, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief and sprinkler leakage endorsements. The amount of coverage of Tenant's insurance hereunder shall be equal to the full replacement cost of the insured buildings and improvements, with such deductibles as Tenant may customarily carry in the conduct of its business, subject to subsection (iv) below.

(iii) Worker's Compensation. Tenant shall maintain Worker's Compensation insurance as required by the Applicable Laws of the State of Colorado.

(iv) Self-Insurance. During any period in which Tenant maintains a net worth of at least Twenty Million Dollars (\$20,000,000.00), any insurance required to be maintained by Tenant under this Lease may be provided in a formal plan of self-insurance. Tenant's net worth shall be calculated in accordance with generally accepted accounting principles, consistently applied.

(v) Named Insured. Landlord shall be named as an additional insured on the insurance policies required by this Section.

(b) Landlord's Insurance. Throughout the Term, Landlord shall procure and maintain, at its cost and expense, or cause to be maintained, all the following insurance:

(i) **Commercial General Liability Insurance.** Commercial or comprehensive general liability insurance on an occurrence basis, insuring against any and all claims for damages to person or property or loss of life or of property occurring on or about the Premises arising from any tortious acts or negligence of Landlord or any of Landlord's agents, employees, licensees or contractors, with coverage limits of not less than \$150,000 for bodily injury or death to any one person and not less than \$600,000 for bodily injury or death arising from any one accident or occurrence, and not less than \$500,000 for property damage, with such deductibles as Landlord may customarily carry in the conduct of its business.

(ii) **Property Insurance.** In the event the Parking Structure is constructed, Landlord shall procure and maintain in full force and effect a policy or policies of so-called "all-risks" property insurance covering the Parking Structure with coverage at least as broad as the Standard ISO Form CP 1030 including fire, lighting, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief and sprinkler leakage endorsements, loss of rent insurance (also known as rent continuation insurance), collapse, earth movement, water damage and flood coverage. The amount of coverage of Landlord's insurance hereunder shall be equal to the full replacement cost of the Parking Structure, with such deductibles as Landlord may customarily carry in the conduct of its business with deductible amounts less than \$100,000, subject to subsection (iv) below. All insurance proceeds payable under Landlord's casualty insurance carried hereunder shall be payable solely to Landlord for application in accordance with this Lease.

(iii) **Self-Insurance.** Landlord may elect to self-insure through a public entity insurance pool any insurance required herein.

Section 6.2. Certificates of Insurance. Within fifteen (15) days of initiation of construction activity, each Party shall deliver to the other satisfactory certificates of insurance evidencing that the Party has obtained and is maintaining the insurance coverage required herein.

Section 6.3. Tenant's Indemnity. Tenant shall indemnify, defend (with counsel reasonably satisfactory to Landlord) and hold Landlord harmless from and against all claims, damages, liabilities and expense, including reasonable attorneys' fees, in connection with loss of life, bodily injury or damage to property arising from or out of (a) any occurrence in or about the Premises during the Term (unless occasioned by the negligence or willful misconduct of Landlord or its agents, employees or contractors) (b) Tenant's Environmental Acts, or (c) any willful misconduct or negligence of Tenant, its employees, agents, licensees or contractors.

Section 6.4. Landlord's Indemnity. Landlord shall, to the extent allowed by state law, indemnify, defend (with counsel reasonably satisfactory to Tenant) and hold Tenant harmless from and against all claims, damages, liabilities and expense, including reasonable attorneys' fees, in connection with loss of life, bodily injury or damage to property arising from or out of (a) Landlord's Environmental Acts, or (b) any willful misconduct or negligence of Landlord, its employees, agents, licensees or contractors.

ARTICLE 7

UTILITIES

Section 7.1. Service to the Premises. Landlord, at its expense (and as part of Landlord's Work), shall provide to the exterior boundary of the Premises all mains, conduits and other facilities for gas, water, electric, telephone, sanitary and storm sewer, and shall coordinate with Tenant the provision of all other utilities or services required by Tenant, including without limitation power for the Freeway Sign on the Sign Parcel, to perform Tenant's Work and operate Tenant's business at the Premises. Tenant shall pay to the public utility companies before delinquency all charges for water, sewer, gas, electricity and other utility services consumed by it on the Premises. Tenant shall be responsible for obtaining the cable to be provided by Comcast or similar provider.

ARTICLE 8

MAINTENANCE AND REPAIRS/OPERATION

Section 8.1. Common Area Maintenance Agreement. Within 120 days of the Effective Date, the Parties shall execute a common area maintenance agreement ("CAM") setting

forth the maintenance standards for the District, which shall be designed to keep the District clean, attractive, well-lit, safe and secure. Upon execution, the CAM shall be incorporated herein by reference, attached as Exhibit H, and recorded against all property in the District. All owners and tenants who occupy premises within the District shall be required to be parties to the CAM.

Section 8.2. Tenant's Obligation. Tenant, at its sole cost and expense, shall maintain Tenant's Work in accordance with the CAM. Tenant shall have no obligation to maintain other areas in the District.

Section 8.3. Landlord's Obligation. Landlord, at its sole cost and expense, shall maintain Landlord's Work in accordance with the CAM. Landlord shall have no obligation to maintain or repair the Premises, the Freeway Sign, or any of Tenant's Work thereon.

ARTICLE 9

ALTERATIONS; IMPROVEMENTS

Section 9.1. Alterations to Premises and Building. Tenant may, with Landlord's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned, make alterations, additions and improvements to the Premises, Building, and Freeway Sign at Tenant's sole cost and expense. With respect to improvements to the interior of the Building and non-structural improvements to the exterior of the Building, Tenant shall not be required to obtain Landlord's consent.

Section 9.2. Tenant's Cost. Any alterations or improvements to the Premises made under Section 9.1 shall be made at Tenant's sole cost and expense.

Section 9.3. Ownership of Tenant's Property. Throughout the Term, Tenant shall be and remain the owner of the following (collectively, "Tenant's Property"): (i) the Building and all of Tenant's Work, including all equipment, machinery, systems and fixtures that are located within and exclusively serve the Building, (ii) Tenant's furnishings and equipment and all other removable personal property installed on the Premises by Tenant, and (iii) to the extent not included above, all alterations, improvements and additions undertaken pursuant to this Article 9. Tenant shall be entitled to any depreciation on Tenant's Property. Landlord agrees to execute any and all documents necessary or appropriate to confirm Tenant's ownership rights hereunder with respect to Tenant's Property. Upon the expiration of the Term or the earlier termination of this Lease, and subject to Section 17.1, Tenant shall deliver possession of the Premises to Landlord, in its AS-IS, WHERE IS CONDITION, WITH ALL FAULTS and without any representations or warranties from Tenant.

Section 9.4. Liens. Tenant shall keep the Premises reasonably free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf or at the request of Tenant, subject to Tenant's right to contest any liens filed, as follows. If a lien is filed against the Premises on account of work performed, materials furnished or obligations incurred by or on behalf or at the request of Tenant, then at the request of Landlord, Tenant shall within sixty (60) days cause the lien to be removed or post a bond or other security reasonably satisfactory to Landlord as protection against any expense, cost or liability incurred by Landlord as a result of such lien.

ARTICLE 10

REPRESENTATIONS AND WARRANTIES AND COVENANTS

Section 10.1. Landlord's Warranties and Representations. Landlord hereby covenants with Tenant and warrants and represents to Tenant that Landlord is the record owner of the Premises in fee simple absolute. Landlord further covenants with Tenant and warrants and represents to Tenant as follows:

(a) That the Premises is not subject to, and Landlord will not make or enter into any, agreement or lease which is inconsistent with any of Tenant's rights or privileges under this Lease;

(b) That the Premises is, and all rights of Tenant hereunder, are free and clear of all encumbrances and restrictions that may have priority over this Lease (whether contained in deeds, leases or other instruments or agreements), and that this Lease is and shall remain superior to any and all adverse matters and claims affecting the Premises, subject only to those exceptions to title, if any, permitted and approved by Tenant;

(c) That, as of the date of commencement of Tenant's Work, there is no legal or contractual impediment arising out of any Applicable Laws or otherwise related to the use of the Premises, which would prevent, materially impair or prohibit the use and enjoyment of the Premises as a site for a multi-screen motion picture theater complex and related parking in accordance with the provisions of this Lease; and

(d) That, upon Landlord's acquisition of the 56-Foot Strip such real property will not be subject to, nor will Landlord make or enter into any agreement or lease relating to the 56-Foot Strip that is inconsistent with any of Tenant's rights or privileges under this Lease, provided, however, that this Lease shall be subject to the terms of the Shared Parking Agreement; and

(e) That, upon Landlord's acquisition of the 56-Foot Strip, such real property will be free and clear of all encumbrances and restrictions that may have priority over this Lease (whether contained in deeds, leases or other instruments or agreements), and that this Lease is and shall remain superior to any and all adverse matters and claims affecting the Premises, subject only to the terms of the Shared Parking Agreement and to those exceptions to title, if any, permitted and approved by Tenant.

(f) That, during the Term of this Lease, Landlord will not make or enter into any agreement or lease, or take any action that will interfere with Landlord's obligation to provide the required number of parking spaces on the Off-Premises Parking as set forth in Section 2.1(b).

Section 10.2. Mutual Warranties and Representations. Both Parties hereby covenant and warrant and represent to other as follows:

(a) That the Parties and each person executing this Lease on behalf of the Parties (or in any representative capacity) has full right and lawful authority to execute this Lease;

(b) That each Party has complied with and will continue to comply in all material respects with all applicable Environmental Laws affecting the Premises; and

(c) That neither Party will make or enter into any agreement or lease which violates any of the other Party's rights, under this Lease.

(d) Neither Party shall seek or permit any "material" amendment to or modification of the Area Plan without the other's prior written approval; provided, however, that Tenant shall be permitted to make such alterations and improvements as set forth in Section 9.1 hereof.

(e) Each Party acknowledges that the other Party has relied on each of the foregoing covenants, warranties and representations in executing this Lease, that each of the same is material and that each of said warranties and representations are true as of the date hereof, will be true as of the Effective Date and will remain true throughout the Term.

ARTICLE 11

PERMITTED USE; OPERATING COVENANT

Section 11.1. Permitted Use.

(a) **Movie Theater and Ancillary Uses.** Tenant shall have the right to occupy and use the Premises, in a lawful manner, as a motion picture theater together with such other uses as may be typical at any of Tenant's other motion picture theaters. The parties acknowledge that, as of the Commencement Date, such uses include the operation of a snack bar, bistro, café, video game arcade, and the use of floor and counter space for the sale or rental of books, music, discs and novelty items. Landlord acknowledges that the Term is long in duration and that the motion picture theater and entertainment industries are competitive and dynamic in nature and are subject to constantly changing technology and ideas, and that, notwithstanding anything to the contrary contained herein, in order to remain competitive, Tenant may need or desire (and shall be permitted) to alter, eliminate or add to the mix of motion pictures exhibited and the products or services which Tenant may sell or provide as part of its operations, provided that the primary nature of Tenant's use remains a motion picture theater.

(b) **Approval Process for Change in Use.** Tenant may at any time request a change in use by sending written notice to Landlord (the "Request for Change"). In such notice, Tenant shall provide a description of the proposed use. Within sixty (60) days of receiving the Request for Change, Landlord shall determine in its sole discretion whether the proposed use is compatible with the desired mix of uses in the District and shall notify Tenant of its decision to either accept or reject the Request for Change. If Landlord fails to respond to Tenant's Request for Change Landlord shall be deemed to have rejected Tenant's request. Should Landlord agree to Tenant's Request for Change, the Parties shall execute an amendment to this Lease, which shall be signed by both Parties, setting forth the terms of the new use.

Section 11.2. Operating Covenant. During the Term of this Lease, Tenant will open and operate the Building as a motion picture theater and will use commercially reasonable efforts to feature primarily First Run Movies, subject to Tenant's rights under Section 13.1 hereof and subject to Permitted Closures.

Section 11.3. Exclusive Use. Landlord shall not permit the development of another commercial motion picture theater on property owned by Landlord within a five mile straight line radius from the Premises; provided, however, that Landlord may allow the development upon property owned by Landlord within the City of another motion picture theater that contains no more than three screens or 250 seats, and Landlord may subsidize such three screen or 250 seat operation anywhere within the City. Landlord shall impose and record a deed restriction on all property within the District it currently owns or acquires during the Term of this Lease prohibiting the use of the property for a motion picture theater during the Term of this Lease. If Landlord permits the development of another commercial motion picture theater on property owned by Landlord within a five mile straight line radius from the Premises or if Landlord subsidizes the development of another commercial motion picture theater (excluding a motion picture theater with no more than three screens or 250 seats) on any property in the City within a five mile straight line radius from the Premises (through direct payments, loans, tax concessions, or other financial inducements or incentives) Tenant shall have all rights and remedies under law, including, but not limited to the right to seek injunctive relief and/or termination. Nothing in this section shall prohibit Landlord from permitting the construction of motion picture theaters on property not owned by the City, provided Landlord does not subsidize the development or construction of such theaters. Nothing in this section shall prohibit Landlord from permitting the occasional display of motion pictures at existing facilities on property owned by Landlord, including the City Recreation Center, whether or not fees are charged, provided such motion pictures are not First Run Movies.

Section 11.4. Prohibited Uses. Landlord shall not use or permit another to use any part of the District owned by the Landlord for any business or operation that is inconsistent with the operation of a first-class motion picture theater or for any use which is repugnant to the sensibility of the Northglenn community in general, including, without limitation, (i) a store primarily selling or leasing sexually explicit materials, (ii) a movie theater or other business primarily showing, selling or displaying "X" rated or other sexually explicit, youth-restricted movies or other materials, (iii) a massage parlor, (iv) a so-called "head shop" or drug paraphernalia store, (v) a store showing so-called "peep" shows, (vi) a facility featuring strip tease acts, nude dancing or similar activities, (vii) a store primarily selling items concerning sexuality (e.g., a so-called "sex shop"), (viii) an off-track betting parlor, or (ix) a mortuary. Landlord shall not use or permit another to use any part of the District for any uses that are not for-profit retail, office, commercial, or Mixed-Use in nature. In the event Landlord sells or transfers its interest in part or all of the District to another party, the restrictions set forth herein shall be made a condition of such sale or transfer.

ARTICLE 12

ASSIGNMENT AND SUBLETTING

Section 12.1. Assignment and Subletting. Each Party shall have the right to mortgage, pledge, and assign this Lease or, in the case of Tenant, to sublet or encumber all or any portion of its interest in the Premises, or otherwise to effect a transfer of its rights and obligations under this Lease (a "Transfer"). If a Party effects a Transfer or Permitted Transfer (defined below) of its interests herein, that Party shall be released from all further obligations and liabilities thereafter arising hereunder if the Transferee has expressly assumed all such obligations in writing and a copy of such instrument has been sent to other Party. Tenant may not effect a Transfer without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, however, that such consent shall not be required where Tenant effects a Permitted Transfer.

Section 12.2. Permitted Transfers. Upon prior written notice to Landlord, Tenant shall be permitted, without Landlord's consent, to effect a transfer of part or all of Tenant's interest in the Premises in connection with any of the following: (i) the sale, issuance or transfer of any voting capital stock of Tenant to any Tenant Affiliate or any Syufy family member or any Syufy family trust, (ii) the sale, issuance or transfer of any voting capital stock of any entity which controls Tenant, to a Tenant Affiliate or Syufy family member or Syufy family trust, (iii) any transfer to a Tenant Affiliate or Syufy family member or Syufy family trust, (iv) any transfer to any corporation, partnership, trust, joint venture or other entity provided that Tenant continues to operate and manage the Building on the Premises, (v) a transfer to any entity to which five (5) or more of Tenant's theater locations are transferred in a single transaction, (vi) a transfer to any entity which may, as a result of a reorganization, merger, consolidation, or sale of all or substantially all of Tenant's assets succeed to the business now carried on by Tenant, (vii) any assignment or sublease to any theater operator with a net worth that exceeds Twenty Five Million Dollars (\$25,000,000), (viii) any transfer in connection with any merger, consolidation or reorganization of Tenant in which Tenant is the surviving entity, (ix) any transfer to any corporation or entity so long as such corporation or entity merges or consolidates with Tenant, acquires a substantial portion of the assets or stock of Tenant and operates the Building for the use which is then permitted under the terms of this Lease, or (x) any transfer in connection with any financing or leasehold encumbrance (collectively, "Permitted Transfers"). Notwithstanding any other provision of this Lease, Tenant shall be permitted, without Landlord's consent, to enter into license and concession agreements and Four Wall Deals for any use permitted herein.

ARTICLE 13

DAMAGE AND DESTRUCTION

Section 13.1. Premises. If, as a result of any damage or destruction to the Premises, including the Building, the operation of Tenant's business on the Premises as contemplated hereunder becomes impracticable in Tenant's reasonable judgment, and if (i) Tenant in good faith reasonably determines that such damage or destruction cannot reasonably be repaired within ninety (90) days following the date of such damage or destruction, or (ii) such damage or destruction has not been repaired within ninety (90) days following the date of such damage or destruction (subject to extension for not more than ninety (90) days for delays caused by *Force Majeure*), then in either case Tenant shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Landlord at any time after such determination is made or after the expiration of said 90-day period (as extended for delays caused by *Force Majeure*), as the case may be.

Section 13.2 Landlord's Work. If Landlord's Work shall be damaged or destroyed, Landlord shall promptly rebuild, repair or restore Landlord's Work to the condition that existed immediately prior to such casualty.

ARTICLE 14

EMINENT DOMAIN

Section 14.1. Taking. If the whole of the Premises or the Off-Premises Parking, or any portion thereof which, in Tenant's reasonable judgment, renders the balance unsuitable for the continuation of Tenant's business shall be taken in condemnation proceedings, by right of eminent domain or by sale in lieu of such taking (each such event, a "Taking"), then this Lease shall terminate upon Tenant's election and when possession shall be taken by the condemning authority. Tenant shall be entitled to that portion of any condemnation award or proceeds of any sale under threat of condemnation attributable to (i) any bonus value (if any) of its leasehold interest hereunder; and (ii) moving or business relocation assistance payments or expense reimbursements. In calculating the bonus value of Tenant's leasehold interest and the value of its leasehold improvements, the Parties agree, and shall so instruct the condemning authority, that, notwithstanding the termination of this Lease as to the portion of the Premises so taken or sold, the value of such items shall be calculated as if Tenant's leasehold had continued for the Term, including Extension Terms.

ARTICLE 15

DEFAULT AND REMEDIES

Section 15.1. Events of Default. Upon Landlord's first giving Tenant notice and thirty (30) days opportunity to cure, each of the following shall be deemed an "Event of Default" by Tenant and a breach of this Lease:

(a) Tenant fails to pay any rent or other charge or payment, including Real Estate Taxes, Personal Property Taxes, sales or use taxes, admissions or other taxes, due under this Lease within five (5) days after the same is due; provided however that Tenant shall be entitled to withhold the payment of taxes and engage in a bona fide dispute with the appropriate taxing authority provided it agrees to bond or otherwise secure payment of any delinquency;

(b) Tenant violates or fails to perform any other material condition, covenant or agreement required by it to be performed provided, however, if the nature of the default is such that it cannot be cured practicably within thirty (30) days, but Tenant commences the curing within thirty (30) days after notice from Landlord and thereafter diligently prosecutes the curing, then the cure period shall be extended for the amount of time practicably required to effect the cure, but in any event the cure period shall last no more than ninety (90) days after notice from Landlord.

(c) Tenant or any of Tenant's guarantors makes a general assignment for the benefit of its creditors, files a petition or other request for bankruptcy, or other reorganization, liquidation, dissolution or similar relief, or a proceeding requesting any of the foregoing is filed against it and not dismissed within ninety (90) days of filing, or a trustee, receiver or liquidator is appointed for Tenant or a substantial portion of its property.

Section 15.2. Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant, in addition to any and all other remedies available to Landlord at law, in equity or pursuant to the terms hereof, Landlord may, at its option, and upon first giving Tenant notice and opportunity to cure as required by Section 15.1, do any of the following:

(a) **Terminate Lease.** Landlord may terminate this Lease, effective at such time as may be specified by written notice to Tenant, and demand (and, if such demand is refused, recover) possession of the Premises from Tenant.

(b) **Repossess and Re-let.** Landlord may re-enter and take possession of the Premises or any part thereof without demand or notice and repossess the same and expel Tenant and any party claiming by, under or through Tenant and remove the effects of both using such force for such purposes as may be necessary without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forceful entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right as set forth above, following any re-entry or re-letting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease shall terminate as specified in the written notice. After recovering possession of the Premises, Landlord may, from time to time, but shall not be obligated to re-let the Premises, or any part thereof, for the account of Tenant, for such term or terms and on such conditions and upon such other terms as Landlord, and its sole and subjective discretion, may determine. Landlord may make such repairs, alterations or improvements as Landlord may consider appropriate to accomplish such re-letting, and Tenant shall reimburse Landlord upon demand for all costs and expenses, including attorney's fees, which Landlord may incur in connection with such re-letting. Landlord may collect and receive the rents for such re-letting, but Landlord shall in no way be responsible or liable for any failure to re-let the Premises or any part thereof or any failure to collect any rent due upon such re-letting. Notwithstanding Landlord's recovery of possession of the Premises, Tenant shall continue to pay on the dates herein specified, the Basic Rent and other amounts which will be payable hereunder, as if such repossession had not occurred.

Section 15.3. Default by Landlord.

(a) **Default and Remedies.** An "Event of Default" by Landlord shall occur if: (i) Landlord fails to meet its obligation to provide sufficient Off-Premises Parking for a period of five (5) days after written notice from Tenant of such default, or (ii) Landlord shall be in default in the performance of any other material covenant or condition of this Lease on the part of Landlord to be performed for a period of thirty (30) days after written notice from Tenant of such default; provided, however, if the nature of the default under subsections (i) or (ii) is such that it cannot be cured practicably within the five (5) day or thirty (30) day cure period, whichever applies, but Landlord commences the curing within the applicable cure period after notice from Tenant and thereafter diligently prosecutes the curing, then the cure period shall be extended for the amount of time practicably required to effect the cure, but in any event the cure period shall last no more

than ninety (90) days after notice from Tenant. If an Event of Default by Landlord shall occur then, in addition to any and all other remedies available to Tenant at law, in equity or pursuant to the terms hereof, then upon thirty (30) days notice to Landlord, Tenant may at its option incur the expense necessary to perform said obligation of Landlord. If Tenant shall incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceedings instituted by reason of any Event of Default by Landlord, then Landlord shall reimburse Tenant for the amount of such expense, with interest thereon at the Interest Rate from and after the date of demand. If Tenant shall recover a judgment against Landlord for failure to perform Landlord's obligations under this Lease, and it is determined that Tenant was entitled to incur such expense, then in either event after thirty (30) days notice to Landlord, Tenant may offset the amount of such judgment or award remaining unpaid, with interest at the Interest Rate, against any charges coming due hereunder. In the event the costs and expenses incurred by Tenant to cure a default of Landlord exceed the amount recouped by Tenant by its withholding from Rent and other charges as aforesaid through the balance of the Term then in effect, then Tenant shall have the right, but not the obligation, to extend the Term for a period of time sufficient for Tenant to recover such unrecovered costs and expenses from Rent and other charges otherwise payable during such extended period.

ARTICLE 16

ENVIRONMENTAL

Section 16.1. Tenant's Responsibilities.

(a) **General Covenant.** Tenant shall not cause, permit or authorize any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of within the Premises or Sign Parcel in violation of Applicable Laws. Tenant hereby indemnifies and defends Landlord and agrees to hold Landlord harmless from and against any and all claims, judgments, damages, liabilities and losses which arise from the presence of Hazardous Materials in the Premises or the Sign Parcel in violation of Applicable Laws which are brought upon, stored, used, generated or released into the environment by or through the acts or omissions of Tenant or Tenant's agents, subtenants, employees or contractors (referred to as "Tenant's Environmental Acts"). This indemnification by Tenant includes any reasonable costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work required by any governmental agency because of the presence of such Hazardous Materials due to Tenant's Environmental Acts. Tenant shall promptly notify Landlord of any prior existence or subsequent release of Hazardous Materials, which Tenant becomes aware of during the Term caused by Tenant's Environmental Acts. Tenant shall promptly notify Landlord of, and shall promptly provide Landlord with copies of all environmental items relating thereto which may be filed or prepared by, or delivered to or served upon Tenant.

Section 16.2. Landlord's Responsibilities.

(a) **General Covenant.** Landlord shall not cause, permit or authorize any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on the Premises by Landlord, its tenants (other than Tenant), agents, employees, or contractors in violation of Applicable Laws. To the extent allowed by Applicable Laws, Landlord hereby agrees to indemnify, defend and hold Tenant free and harmless from and against any and all claims, judgments, damages, liabilities and losses which arise from (1) the presence of Hazardous Materials in the Premises or Sign Parcel in violation of Applicable Laws which were in existence prior to the commencement of Tenant's Work or which are brought upon, stored, used, generated or released into the environment by or through the acts or omissions of Landlord or Landlord's agents, tenants (other than Tenant), employees or contractors (referred to as "Landlord's Environmental Acts"). This indemnification by Landlord includes any reasonable costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work required by any governmental agency because of the presence of such Hazardous Materials due to Landlord's Environmental Acts. Landlord shall promptly notify Tenant of any prior existence or subsequent release of Hazardous Materials, which Landlord becomes aware of during the Term caused by Landlord's Environmental Acts. Landlord shall promptly notify Tenant of, and shall promptly provide Tenant with copies of all environmental items relating thereto which may be filed or prepared by, or delivered to or served upon Landlord.

ARTICLE 17

SURRENDER OF PREMISES AND REMOVAL OF PERSONAL PROPERTY

Section 17.1. Surrender. On or before the last day of the Term, Tenant shall surrender the Premises to Landlord; provided, however, Tenant (in its sole and absolute discretion) may remove the HVAC system of the Building and/or any or all of its furnishings and equipment, readily removable personal property, and trade fixtures (including Tenant's Signs) from the Premises within forty-five (45) days after the expiration of the Term or the earlier termination of this Lease, provided such removal does not cause damage to the Building or Premises (other than cosmetic, non-structural damage associated with the removal of property and fixtures). For example, the removal of seats will result in exposed holes in the concrete, in which the seats were anchored. Those holes are typical and Tenant shall not be obligated to repair such holes prior to surrender.

ARTICLE 18

GENERAL PROVISIONS

Section 18.1. Notices. Except as provided herein to the contrary, any notice, request or demand to be given pursuant to this Lease, shall be in writing and shall be sent by United States certified mail, return receipt requested, or delivered by a reputable overnight courier delivery service, addressed to Landlord or Tenant, as the case may be, at their respective addresses set forth in Article 1. All such notices, requests and demands shall be deemed given upon receipt of the addressee (or upon wrongful refusal of attempted delivery). Either Party may, by notice, designate different and/or additional addresses for notices, requests or demands to it.

Section 18.2. Invalid Provisions. The invalidity and unenforceability of any provision of this Lease shall not affect or impair any other provision.

Section 18.3. Interlineation. Whenever in this Lease any printed portion has been stricken out, whether or not any relative provision has been added, this Lease shall be construed as if the material so stricken was never included herein and no inference shall be drawn from the material so stricken out which would be inconsistent in any way with the construction or interpretation which would be appropriate if such material were never contained herein.

Section 18.4. Joint Preparation. This Lease is to be deemed to have been prepared jointly by the Parties hereto and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

Section 18.5. Relationship of Parties. Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the Parties hereto other than the relationship of landlord and tenant. Nothing contained herein shall in any way impose any liability upon the stockholders, officers or directors of Landlord or stockholders, officers, directors or trustees of Tenant should such Parties be corporate entities. Landlord shall not use, in its advertising materials or otherwise, any trade names, brands or marks that are owned by or commonly used by Tenant or its assignees.

Section 18.6. Short Form Lease; Consent to Lease. A short form of this Lease, substantially similar to Exhibit C hereto, shall be recorded at the request of either Party.

Section 18.7. Estoppel Certificate; Non-Disturbance Agreement. At any time, upon not less than twenty (20) days' prior request by a Party, the other Party shall execute and deliver to the requesting Party 1) an estoppel certificate substantially in the form of Exhibit F attached hereto, and 2) a Subordination and Non-Disturbance Agreement, from the holder of each and every mortgage or deed of trust encumbering the Premises, in a form reasonably acceptable to Tenant.

Section 18.8. No Continuing Waiver. No waiver of any default hereunder shall be implied from any omission by either Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either Party hereto to exercise any right or power accruing upon any non-compliance or default by the other Party with respect to any of the terms hereof, or otherwise accruing hereunder, shall impair any such right or power or be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The

consent or approval by a Party to or of any act by the other Party requiring the former Party's consent or approval shall not be deemed to waive or render unnecessary such former Party's consent or approval to or of any subsequent similar acts by the other Party

Section 18.9. Entire Agreement. All Exhibits attached to this Lease are incorporated herein in their entirety. This Lease and the Exhibits attached hereto include the entire agreement of the Parties concerning this Lease. All prior agreements of Landlord and Tenant with respect to the subject matter hereof (whether written or oral), are hereby merged into this Lease and shall have no further force or effect except to the extent expressly provided herein. No change, amendment or addition to this Lease (or the Exhibits attached hereto) shall be effective unless in writing and signed by both Parties.

Section 18.10. Captions. The captions of this Lease are for convenience and reference only and shall not be deemed or construed to define, limit or describe the scope or intent of this Lease or affect its interpretation or construction.

Section 18.11. Binding Effect. The covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the Parties hereto and their respective successors and assigns, except as expressly otherwise hereinabove provided.

Section 18.12. Reasonable Consent. Unless otherwise expressly provided in this Lease, the Parties shall be reasonable whenever their consent or approval is required, and such approval or consent shall not be unreasonably withheld, delayed or conditioned. In the event that any such consent, approval or permission is specifically withheld, the withholding Party shall set forth in writing its reasons for doing so. Except as otherwise provided herein, the Parties will endeavor in good faith to respond to any request from the other Party for a consent or approval within fifteen (15) days after receiving the request, but the failure to so respond shall not imply or constitute consent or approval (or denial of consent or approval) of the requested matter.

Section 18.13. Unavoidable Delays. If either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of Rent or other sums due hereunder by either Party) by *Force Majeure*, then, except as expressly provided herein to the contrary, for purposes of determining whether the applicable Party is in default of this Lease (but not for any other purposes hereunder, except as expressly provided herein,) performance of such act shall be extended for a period equivalent to the period of such delay. The foregoing shall not apply to Landlord's covenant of quiet enjoyment, or to either Party's obligations to pay any sums due hereunder to the other Party in a timely manner.

Section 18.14. Submission of Lease. This Lease shall not be binding on either Party hereto unless and until executed by both Landlord and Tenant and delivered to both Parties. The submission of this Lease by Tenant to Landlord shall have no binding force or effect, shall not constitute an obligation to lease the Premises, nor confer any rights or impose any obligations upon either Party until the execution and delivery hereof by both Landlord and Tenant. Either Party may revoke its execution of this Lease at any time prior to its receipt of executed counterpart hereof from the other Party.

Section 18.15. Confidentiality of Tenant's Information. All design, development, financial, and other proprietary information provided by Tenant to Landlord under this Lease, shall be received, handled and treated in all respects as confidential information, to be used solely by Landlord in connection with the administration of this Lease, and, except as required by law, regulation, court order or other legal process, shall not be communicated, delivered, published or otherwise disclosed to any person or entity (in summary form or otherwise) without the express prior written consent of Tenant in each instance. The provisions of this Section shall survive the termination of this Lease.

Section 18.16. Attorneys' Fees. If, Landlord or Tenant institute any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the non-prevailing Party in such action or proceeding (as determined by the court) agrees to reimburse the prevailing Party for the reasonable expenses of such action (including appeals and enforcement actions, if the Party seeking reimbursement prevails), including reasonable attorneys' fees and disbursements incurred by the prevailing Party, regardless of whether the action or proceeding is prosecuted to judgment. The term "attorneys' fees" wherever used in this Lease, shall mean only the reasonable charges for services actually performed and rendered, of independent, outside legal counsel who are not the employees of the Party in question.

Section 18.17. Anti-Merger. The voluntary or otherwise surrender of this Lease by Tenant, or a mutual cancellation of this Lease shall not work a merger but shall at the option of

Landlord either: (i) terminate any existing subleases or subtenancies; or (ii) operate as an assignment to Landlord (and assumption by Landlord) of any subleases or subtenancies.

Section 18.18. Quiet Enjoyment. Landlord covenants and agrees that, so long as Tenant is not in default in its obligations hereunder beyond the expiration of any applicable cure or grace period, Tenant shall have and enjoy the peaceable and quiet enjoyment of the Premises subject to the terms of this Lease, free and clear of any molestation, hindrance, eviction, nuisance, claim, interruption or impairment by Landlord or by any person or entity claiming by, through or under Landlord.

Section 18.19. Tenant's Operation. Except as expressly provided in this Lease, nothing contained in this Lease shall be deemed in any way (i) to regulate the manner of operation by Tenant of its business, including without limitation the specific hours or days of such operation or the number of auditoriums used or allocated for use by Tenant, or (ii) to limit Tenant's use of the Premises or to give Landlord any censorship right, express or implied, over any movies, films or other attractions exhibited by Tenant or over the content of Tenant's advertising.

Section 18.20. Business Days. Any references in this Lease to "business days" refer to days other than a Saturday, Sunday or a legal holiday under the laws of the United States or the State of Colorado.

Section 18.21. Counterparts. This Lease may be executed in any number of identical counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

Section 18.22. Exhibits. Each exhibit to which reference is made herein and which is attached hereto is made a part hereof by reference.

Section 18.23. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado (excluding conflicts of laws principles). For the purpose of resolving conflicts related to or arising out of this Lease, the Parties expressly agree that venue shall be in the State of Colorado only, and, in addition, the Parties hereby consent to the jurisdiction of the federal and state courts of the State of Colorado.

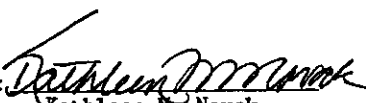
Section 18.24. Municipal Powers. The terms of this Lease shall not in any way alter, abridge, or modify the powers of the City of Northglenn, while acting in its capacity as a Colorado municipal corporation, to enact, amend, or enforce municipal ordinances, rules and regulations. Any provisions of this Lease conflicting with federal, state, or municipal laws, rules or regulations shall be void.

Section 18.25. Broker Commission. Each party represents and warrants to the other party that it has engaged no broker in connection with this Lease except the Broker listed in Section 1.1, and to the extent allowed by Applicable Laws, each party agrees to indemnify the other party and hold it harmless from any and all liabilities arising from any breach of the foregoing including claims for brokerage commissions and finder's fees and including the non-breaching party's attorneys' fees; such agreement shall survive the termination of this Lease. Landlord agrees to pay Tenant's Broker a fee of fifty thousand dollars (\$50,000), fifty percent payable upon the issuance of a building permit and the balance payable upon the opening of the theater.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year first aforesaid.

LANDLORD:

CITY OF NORTHGLENN, a municipal corporation

By: 
Name: Kathleen M. Novak
Its: Mayor

TENANT:

TENANT:

CENTURY THEATRES NG, LLC,
a California limited liability company

By: Century Theatres, Inc., a California corporation,
its managing member

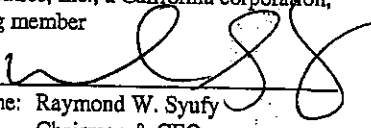
By: 
Name: Raymond W. Syufy
Its: Chairman & CEO

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES (THE THEATER PARCEL AND 56-FOOT STRIP)

THEATER PARCEL

Parcel 1

That part of the Northeast one-quarter of Section 3, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, described below:

Beginning at the Northwest corner of said Northeast one-quarter, Thence North 90°00'00"E, on an assumed bearing along the North line of said Northeast one-quarter a distance of 637.89 feet; thence South 00°00'00"W, a distance of 401.67 feet to the true point of beginning; thence North 90°00'00"E, a distance of 478.42 feet to a point on the Westerly line of the Farmers Highline Canal; thence along said Westerly line as follows:

S 10°26'38" E, 63.11 feet;
S 44°10'32" E, 180.04 feet;
S 17°09'56" E, 76.05 feet;
S 31°21'04" W, 75.99 feet;
S 74°45'32" W, 266.91 feet;
S 85°34'00" W, 274.90 feet;

S 88°23'36" W, 303.29 feet to the Southeast corner of Parcel B in Deed recorded April 13, 1978 in Book 2229 at Page 437, Adams County Records; thence N20°45'11"W, along the Easterly line of said Parcel B, a distance of 18.88 feet to a point on a curve to the left, and on the Southeasterly boundary of Grant Street as described in Parcel A in deed recorded April 13, 1978 in Book 2229 at Page 437, Adams County Records, said curve having a central angle of 69°14'49", a radius of 376.71 feet, and being sub-tended by a chord that bears N34°37'25"E, 428.08 feet; thence along said curve of a Parcel A, 455.29 feet; thence N00°00'00"E, 58.74 feet to the point of beginning.

Contains 251,101 Square Feet or 5.764 Acres, More or Less

And

Parcel 2

That part of the Northeast one-quarter Section 3, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, Colorado, described as Beginning at the Northwest corner said Northeast one-quarter; thence N90°00'00"E on an assumed bearing along the North line said Northeast one-quarter a distance of 637.89 feet to a point; thence S00°00'00"W a distance of 430.41 feet to the beginning of a curve to the right, the delta of said curve of 69°14'49", the radius of said curve of 376.71 feet, the chord of said curve bears S34°37'24"W, 428.08 feet; thence along the arc of said curve a distance of 455.29 feet to the true point of beginning; thence S20°45'11"E a distance of 18.88 feet to a point on the Westerly R.O.W. line Farmers Highline Canal; thence along said Westerly R.O.W. line as follows: S62°28'03"W, 199.93 feet; S45°49'23"W, 55.96 feet to a point; thence leaving said R.O.W. line N08°57'14"E a distance of 20.31 feet to a point on a curve to the right, the delta of said curve is 35°37'38", the radius of said curve is 350.00 feet; the chord of said curve bears N56°11'10"E, 214.15 feet; thence along the arc of said curve a distance of 217.63 feet to the end of said curve, said end of curve being the beginning of a curve to the left, the delta of said curve is 04°45'11", the radius of said curve is 376.71 feet, the chord of said curve bears N71°37'27"E, 31.24 feet; thence along the arc of said curve a distance of 31.25 feet to the true point of beginning.

Contains 0.136 Acres, More or Less.

56-FOOT STRIP

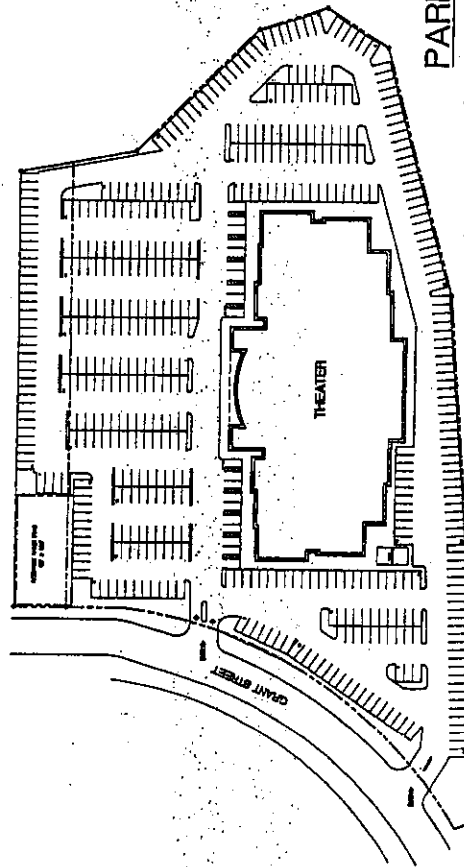
That part of the Northeast one quarter of Section 3, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, described below:

Commencing at the Northwest corner of said Northeast one quarter; Thence North 90°00'00" East on an assumed bearing along the North line of said Northeast one quarter, a distance of 637.89 feet; Thence South 00°00'00" West, a distance of 345.67 feet to the true point of beginning; Thence North 90°00'00" East, a distance of 468.10 feet to a point on the Westerly line of The Farmers Highline Canal; Thence South 10°26'38" East along said Westerly line, a distance of 56.94 feet; Thence South 90°00'00" West, a distance of 478.42 feet to a point on the Easterly line of Grant Street as described in Parcel A in Deed recorded April 13, 1978 in Book 2229 at Page 437, Adams County Records; Thence North 00°00'00" East, along said East line, a distance of 56.00 feet to the point of beginning.

Contains 26,503 Square Feet or 0.608 Acres, More or Less.

EXHIBIT A-1

THEATER PARCEL SITE PLAN



PARKING SUMMARY

PARKING REQUIRED: 863
 PARKING PROVIDED: 524 (20 HC) SPACES
 TOTAL DEFICIENT: 329 SPACES



MAY 24, 2004

CENTURY THEATRES

CONCEPTUAL SITE PLAN

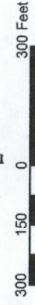
NORTHGLENN - 16

3,412 SEATS 57,354 S.F.

FEHLMAN LABARRE ARCHITECTURE PLANNING
 452 Fifth Avenue
 Suite A
 San Diego, CA 92101
 Tel (619) 234-0078
 Fax (619) 234-9139
 COPYRIGHT © 2004 FEHLMAN LABARRE ARCHITECTURE PLANNING

THIS PLAN IS A CONCEPTUAL SITE PLAN AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. ALL RIGHTS ARE RESERVED BY FEHLMAN LABARRE ARCHITECTURE PLANNING. NO PART OF THIS PLAN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM FEHLMAN LABARRE ARCHITECTURE PLANNING.

EXHIBIT B AREA PLAN



Date: Nov. 22, 2004
 Photo Date: Sept. 2002
 Scale: 1" = 300'
 By: DMD

EXHIBIT C

SHORT FORM OF LEASE

[To be mutually agreed upon by the Parties and attached at a later date]

EXHIBIT D

SHARED PARKING AGREEMENT

[To be mutually agreed upon and attached upon execution by Landlord and acknowledgment by
Tenant]

EXHIBIT E

PARKING RATIO SCHEDULE

(a) Hotels: One (1) space per two (2) rooms plus one (1) spare per two (2) employees. Motels, Tourist Homes and Auto Courts: One (1) parking space for each unit, plus one (1) space for the owner or manager, plus each additional space as required herein because of any supplementary parking generative activities such as bars, commercial dining rooms and the like.

(b) Medical and Dental Clinics, including animal hospitals: Three (3) parking-spaces per practicing doctor, plus one (1) space per employee.

(c) Bowling Alleys: Four (4) parking spaces for each alley, plus one (1) additional space for each two (2) employees.

(d) Convention Halls, Dance Halls, Skating Rinks, and Assembly Halls: One (1) parking space for each four (4) seats provided for patron use, plus one (1) space for each 100 square feet of floor or ground area used for amusement or assembly not containing fixed seats.

(e) Stadiums, Sports Arenas, Auditoriums, and Gymnasiums, except when incidental to a school and/or indoor theater: One (1) parking space for each three seats.

(f) Banks, Business and professional Offices, and Public Administration Buildings: One (1) parking space for each 300 square feet of gross floor area.

(g) Establishments handling the Sale and Consumption on the premises of Alcoholic Beverages, Food or Refreshments (which includes, without limitation, restaurants): One (1) parking space for each three (3) seats, plus one (1) spare space for each two (2) employees on the largest shift.

(h) Retail Sales and Service Businesses: One (1) parking space for every 200 square feet of gross floor area.

(i) Wholesale Sales and Service Businesses: One (1) space per each two (2) employees plus one space per 300 square feet of gross floor area.

(j) Residences: Two (2) parking spaces for each dwelling unit and may be in a garage or carport or on a slab or driveway, except in the R-1-C Zone, within which one (1) space per dwelling unit is required.

If, during the Term of the Lease, any new uses are developed within the District that are not addressed in the Parking Ratio Schedule above, then the Parties shall mutually agree upon an acceptable independent standard to apply to such use.

EXHIBIT F

FORM OF ESTOPPEL CERTIFICATE

To: _____, its successors and assigns, the undersigned hereby certifies and agrees as follows:

1. The undersigned is the tenant ("Tenant") under that certain Lease (the "Lease") by and between Tenant and the City of Northglenn, a Colorado municipal entity ("Landlord") dated as of _____ affecting premises located in Northglenn, Colorado (the "Premises").

2. The Lease commenced on _____

3. The Lease expires on _____. Tenant has no option or other right to extend the term of the Lease beyond _____.

4. Tenant has accepted and is occupying the Premises demised to it under the Lease and all improvements in and around the Premises required by the Lease have been completed by Landlord in accordance with the Lease.

5. Tenant has not paid rent or additional rent beyond the current month and agrees not to pay rent or additional more than one month in advance at any time.

6. Rent payable in the amount of \$ _____ per month has been paid through _____ 20_____

7. There are no defenses to or offsets against the enforcement of the Lease or any provision thereof by Landlord.

8. Tenant has not deposited a security deposit with Landlord pursuant to the terms of the Lease.

9. Landlord has not agreed to grant Tenant any free rent or rent rebate or to make any contribution to tenant improvements, except as provided in the Lease. Landlord has not agreed to reimburse Tenant for, or to pay, Tenant's rent obligation under any other lease.

10. Tenant has not advanced any funds for, or on behalf of, Landlord for which Tenant has a right to deduct from or offset against future rent payments.

11. The Lease is in full force and effect without default thereunder by Tenant or, to the actual knowledge of Tenant's corporate real estate department without independent investigation, Landlord.

12. The Lease is the entire agreement between Landlord and Tenant pertaining to the Premises.

13. The Lease has not been amended, modified or supplemented except as set forth below: _____

Tenant acknowledges that the recipient hereof will rely on this Certificate in making a loan to or acquiring the Premises from Landlord.

CENTURY THEATRES NG, LLC, a
California limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT G

TENANT'S BUILDING PAD/FREEWAY SIGN SPECIFICATIONS

[To be attached per Section 2.3 (h) of the Lease.]

EXHIBIT H

COMMON AREA MAINTENANCE AGREEMENT

[To be mutually agreed upon by the Parties and attached at a later date]