

LICENSE AGREEMENT

This License Agreement (“license” or “permit”) made and entered into as of the date on the City’s signature page, between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and a home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 (the “City” or “City and County of Denver”), **PHILLIPS 66 PIPELINE LLC**, a Delaware limited liability company and **WESTTEX 66 PIPELINE LLC** (formerly known as WESTTEX 66 Pipeline Company), a Delaware limited liability company, whose address is 2331 CityWest Boulevard, Houston, Texas 77042 (collectively, “licensee” or “permittee”), and **EVERGREEN-GREEN VALLEY RANCH & TELLURIDE LAND, L.L.C.**, an Arizona limited liability company, whose address is 1873 South Bellaire Street, Suite 1200, Denver, Colorado 80222 (“subdivider”).

RECITALS

A. Subdivider owns and is subdividing certain real property in the City and County of Denver, State of Colorado, under the subdivision name C.P. Bedrock Filing No. 8, a draft of the C.P. Bedrock Filing No. 8 subdivision plat is attached hereto as **Exhibit A**; and

B. Licensee is the successor in interest to the grantee of an easement for a petroleum products pipeline pursuant to the terms and conditions and in the location as described in the Pipeline Easement Agreement, recorded on June 1, 1995, at Reception Number 9500063134 (now identified as Reception Number 1995063134), in the City and County of Denver Clerk and Recorder’s Office (the “Pipeline Easement”); and

C. The Pipeline Easement states if any streets or roadways are proposed to cross or intersect the easement area, prior to acceptance of the dedication of the streets and roadways, the grantor and grantee, including their successors and assigns, and the City must execute a license agreement using the terms of the license agreement attached as Exhibit C to the Pipeline Easement; and

D. The C.P. Bedrock Filing No. 8 subdivision plat proposes streets and roadways to cross the easement area identified in the Pipeline Easement; and

E. Subdivider is a successor in interest to the grantor of the Pipeline Easement, licensee is a successor in interest to the grantee of the Pipeline Easement and the City is a party to the Pipeline Easement; and

F. The licensee, the subdivider and the City acknowledge that the City cannot legally grant a license prior to acceptance of the dedication of the streets and roadways because the City will not own the streets and roadways until it accepts the dedication of the streets and roadways; therefore, this license will be considered by the Council of the City and County of Denver simultaneous with the Council’s consideration of the C.P. Bedrock Filing No. 8 subdivision plat; and

G. Subject to the terms herein, the licensee, the City and the subdivider are required, pursuant to the Pipeline Easement, to enter into this license for proposed streets and roadways crossing the easement area of the Pipeline Easement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. The Recitals set forth at the beginning of this license are hereby incorporated as if fully set forth herein and are made part of this license.

Section 2. The City and County of Denver hereby grants to Phillips 66 Pipeline LLC and WesTTex 66 Pipeline LLC, wholly owned subsidiaries of PHILLIPS 66 COMPANY, a Delaware corporation, its successors and assigns, a revocable permit or license to encroach with a six-inch buried petroleum pipeline in the area of the dedicated right-of-way as described in **Exhibit B** and **Exhibit C**, attached hereto and incorporated herein.

Section 3. The revocable permit or license granted by the City is expressly granted upon and subject to each and all of the following terms and conditions:

(a) All construction in, on or under the area of encroachment shall be accomplished in accordance with the Building Code of the City and County of Denver. Plans and specifications, governing the construction of said encroachment, shall be approved by the Manager of Public Works (now known as the Executive Director of the Department of Transportation and Infrastructure) and the Director of the Building Inspection Division (now known as the Building Official of the Building Permitting and Inspection Services Division) prior to construction. Upon completion, a reproducible copy of the exact location and dimensions of the encroachment shall be filed with the Manager of Public Works (now known as the Executive Director of the Department of Transportation and Infrastructure).

(b) The licensee shall pay all costs of construction and maintenance of said encroachment and upon revocation of permit as provided herein or upon abandonment shall pay all costs of removing the said petroleum pipeline from the encroachment area and return the dedicated right-of-way to its original condition under the supervision of the City Engineer.

(c) This revocable permit or license shall not operate or be construed to abridge, limit or restrict the City and County of Denver in exercising its right to make full use of the dedicated right-of-way, as a public throughfare nor shall it operate to restrict the utility companies in exercising their rights to construct, remove, operate and maintain their installations within the said dedicated right-of-way.

Any costs that are incurred relocating facilities for the utility companies during construction within the encroachment area will have to be borne by the licensee.

(d) The licensee is to assume full responsibility for any and all damages incurred to facilities of the Water Department (now known as Denver Water) and/or drainage facilities for water and sewage of the City and County of Denver due to activities authorized by the permit. Any and all replacement or repair of facilities of the Water Department and/or drainage facilities for water and sewage of the City and County of Denver attributed to the work shall be made by the Water Department and/or the City and County of Denver at the sole expense of the licensee.

(e) The dedicated right-of-way over the encroachment area shall be capable of withstanding an HS-20 Loading in accordance with the latest AASHO Specifications. The installations within the said encroachment area shall be so constructed that the paved sections of the dedicated right-of-way can be widened without requiring additional structural modifications.

(f) The licensee shall agree to indemnify and always save the City and County of Denver harmless from all costs, claims or damages arising out of the rights and privileges granted by this permit.

(g) During the existence of said encroachment, the licensee or permittee, its successors and assigns, at its or their expense, and without cost to the City and County of Denver, shall procure and maintain a single limit comprehensive general liability insurance policy with a limit of not less than \$500,000.00. All coverages are to be arranged on the occurrence basis and include coverage for those hazards normally identified as X.C.U. during construction. The insurance coverage hereinabove enumerated constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or lessen the liability of the licensee or permittee, its successors or assigns, under the terms of this revocable license or permit; all of the insurance coverage required herein shall be written in form and by a company or companies approved by the Manager of Public Works (now known as the Executive Director of the Department of Transportation and Infrastructure) of the City and County of Denver and authorized to do business in the State of Colorado. A certified copy of all such insurance policies shall be filed with the said Manager of Public Works (now known as the Executive Director of the Department of Transportation and Infrastructure), and each such policy shall contain a statement therein or endorsement thereon that it will not be cancelled or materially changed or altered without at least thirty (30) days prior written notice, by registered mail, to the said Manager of Public Works (now known as the Executive Director of the Department of Transportation and Infrastructure) at least thirty (30) days prior to the termination of the term; all such insurance policies shall be specifically endorsed to include all liability assumed by the licensee or permittee hereunder and shall name the City and County of Denver as an additional insured.

(h) The licensee shall also remove and replace any and all street paving, sidewalks and curb and gutter, both inside the area of encroachment and in the areas of the dedicated right-of-way adjoining thereto, that become broken, damage or unsightly during the course of construction without cost to the City.

In the future the licensee shall also remove, replace or repair any street paving, sidewalks and curb and gutter that become broken or damaged when in the opinion of the City Engineer the damage has been caused by the construction within the area of encroachment.

The work required to effect the said repairs shall be accomplished without cost to the City and under the supervision of the City Engineer.

(i) The City and County of Denver reserves the right to make an inspection of the said encroachment and facilities contained within the confines of this encroachment for which an annual fee of \$50.00 shall be assessed.

(j) The right to revoke this license or permit is expressly reserved to the City and County of Denver.

(k) The licensee shall fully comply with the provisions of Article IV (Prohibition of Discrimination in Employment, Housing and Commercial Space, Public Accommodations, Educational Institutions and Health and Welfare Services) of Chapter 28 (Human Rights) of the Revised Municipal Code of the City and County of Denver. The failure or refusal to comply with any provisions of this Article in said Chapter shall be a proper basis for revocation of this revocable permit or license.

Section 4. That the revocable permit or license hereby granted shall be revocable at any time that the Council of the City and County of Denver shall determine that the public convenience and necessity or the public health, safety or general welfare require such revocation, and the right to revoke the same is hereby expressly reserved to the City and County of Denver; provided however, at a reasonable time prior to Council action upon such revocation or proposed revocation, opportunity shall be afforded to licensee or permittee, its successors and assigns, to be present at a hearing to be conducted by the Council upon such matters and thereat to present its or their views and opinions thereof and to present for consideration action or actions alternative to the revocation of such license or permit.

Section 5. That this license or permit shall be of no force or affect until the following things have been done and performed:

(a) The licensee or permittee shall have filed with the Manager of Public Works (now known as the Executive Director of the Department of Transportation and Infrastructure) a written acceptance of the terms and conditions of this license or permit

together with a fee for filing with the Clerk and Recorder in and for the City and County of Denver; said acceptance shall in substantially the following form:

Date: _____

We, the undersigned do hereby accept all of the terms and conditions recited in this License or Permit.

Signed by: Edmund J. Brooks
(Permittee or Licensee - PHILLIPS 66 PIPELINE LLC)

By: Edmund J. Brooks - Attorney-in-Fact
(Name of Officer)

Signed by: Edmund J. Brooks
(Permittee or Licensee - WESTTEX 66 PIPELINE LLC)

By: Edmund J. Brooks - Attorney-in-Fact
(Name of Officer)

(b) The licensee or permittee shall have filed with the Manager or Public Works all insurance policies and certificates herein recited; and

(c) The Manager of Public Works shall have certified in writing that the foregoing requirements have been performed.

Subdivider

EVERGREEN-GREEN VALLEY RANCH & TELLURIDE LAND, L.L.C., an Arizona limited liability company

By: Evergreen Development Company-2022, L.L.C., an Arizona limited liability company
Its: Manager

By: Evergreen Devco, Inc., a California corporation
Its: Manager

By:

Name:

Its:



Tyler Carlson

CEO

Contract Control Number: DOTI-202472348-00
Contractor Name: Phillips 66 Pipeline LLC
WESTTEX 66 PIPELINE LLC
Evergreen-Green Valley Ranch & Telluride Land, L.L.C.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

REGISTERED AND COUNTERSIGNED:

By:

By:

Contract Control Number:

DOTI-202472348-00

Contractor Name:

Phillips 66 Pipeline LLC

WESTTEX 66 PIPELINE LLC

Evergreen-Green Valley Ranch & Telluride Land, L.L.C.

By: ***See signature pages above.

Name: _____

(please print)

Title: _____

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)

EXHIBIT A
(C.P. Bedrock Filing No. 8 Draft Subdivision Plat)

C.P. BEDROCK FILING NO. 8
 SITUATED IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
 CITY AND COUNTY OF DENVER, STATE OF COLORADO
 SHEET 1 OF 3

DEDICATION:

KNOWN ALL MEN BY THESE PRESENTS EVERGREEN - GREEN VALLEY RANCH & TELLURIDE LAND, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS LAID OUT, PLATTED AND SUBDIVIDED INTO BLOCKS, LOTS AND A TRACT, THE LAND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 21;

THENCE SOUTH 007°42' EAST, A DISTANCE OF 68.00 FEET;

THENCE SOUTH 007°42' EAST, A CHORD DISTANCE OF 100.00 FEET, TO THE POINT OF BEGINNING SAID POINT ALSO BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 39.30 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°04'48" AND A CHORD WHICH BEARS SOUTH 45°52'17" EAST A CHORD DISTANCE OF 36.38 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 39.30 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°04'48" AND A CHORD WHICH BEARS SOUTH 45°52'17" WEST A CHORD DISTANCE OF 36.38 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 20.80 FEET, SAID CURVE HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 01°26'03" AND A CHORD WHICH BEARS SOUTH 004°04'14" WEST A CHORD DISTANCE OF 20.88 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 33.87 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 100.00 FEET, SAID CURVE HAVING A RADIUS OF 59.00 FEET, A CENTRAL ANGLE OF 164°17'08" AND A CHORD WHICH BEARS SOUTH 065°34'00" WEST A CHORD DISTANCE OF 100.00 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 246.10 FEET, SAID CURVE HAVING A RADIUS OF 840.00 FEET, A CENTRAL ANGLE OF 164°17'08" AND A CHORD WHICH BEARS SOUTH 065°34'00" EAST A CHORD DISTANCE OF 246.10 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 309.85 FEET TO A POINT OF CURVATURE;

THENCE ALONG A LINE TANGENT TO SAID CURVE, SOUTH 007°27'00" WEST, A DISTANCE OF 309.85 FEET, SAID CURVE HAVING A RADIUS OF 840.00 FEET, A CENTRAL ANGLE OF 063°39'34" AND A CHORD WHICH BEARS SOUTH 007°27'00" WEST A CHORD DISTANCE OF 309.85 FEET;

THENCE SOUTH 065°34'00" WEST, A DISTANCE OF 785.35 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 107.04 FEET, SAID CURVE HAVING A RADIUS OF 877.00 FEET, A CENTRAL ANGLE OF 085°59'35" AND A CHORD WHICH BEARS SOUTH 065°34'00" WEST A CHORD DISTANCE OF 107.04 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 007°27'00" EAST, A DISTANCE OF 1,520.13 FEET TO THE POINT OF BEGINNING.

EXCLUDING TRACT B-1 RECORDED AT CP BEDROCK FILING NO. 1 UNDER RECEIPT NUMBER 2008013595.

SAID PARCEL CONTAINS 2,771.91 SQUARE FEET OR 0.036 ACRES, MORE OR LESS.

UNDER THE NAME AND STYLE OF C.P. BEDROCK FILING NO. 8, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY AND COUNTY OF DENVER THE STREETS, AVENUES, EASEMENTS AND OTHER PUBLIC PLACES HEREBY SHOWN AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE, ALSO TO THE CITY AND COUNTY OF DENVER AND APPROPRIATE PUBLIC UTILITIES AND CABLE TELEVISION EASEMENTS AS SHOWN.

OWNER CERTIFICATION:

EVERGREEN - GREEN VALLEY RANCH & TELLURIDE LAND, LLC., AN ARIZONA LIMITED LIABILITY COMPANY.
 EVERGREEN DEVELOPMENT COMPANY - 2022, LLC., AN ARIZONA LIMITED LIABILITY COMPANY.
 ITS MANAGER
 EVERGREEN DEVO, INC., A CALIFORNIA CORPORATION.

BY: _____

ITS: _____

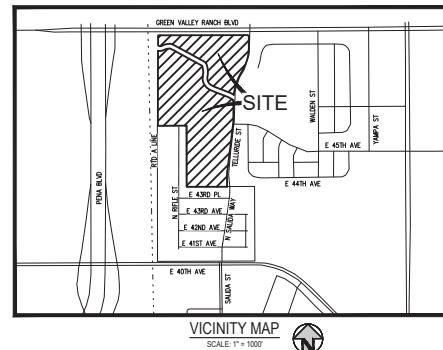
STATE OF COLORADO }
 COUNTY OF }
 _____ ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ ADDRESS _____

**GENERAL NOTES:**

1. THE SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIED UPON COMMITMENT FOR TITLE INSURANCE, ORDER NUMBER: ABC707741871, ISSUED BY LAND TITLE GUARANTEE COMPANY AND HAVING AN EFFECTIVE DATE: 11/07/2023 FOR P.C.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING NORTH 89°52'50" EAST AS RECORDED PLAT OF CP BEDROCK FILING NO. 1, SAID LINE IS MONUMENTED AT THE NORTH QUARTER CORNER OF SECTION 21 BY A 3.25" ALUMINUM CAP, STAMPED: LUCCHETI SURVEYING INC 2005 PLS 30523, IN A RANGE BOX, AND AT THE NORTHWEST CORNER OF SECTION 21 BY A 3.25" ALUMINUM CAP, STAMPED: WK CLARK & ASSOC. 1993 PLS 4542, FLUSH WITH GROUND.
4. THE LINEAR UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.
5. N RIFLE WAY, E 45TH AVE, N TELLURIDE ST ARE ALL DEDICATED AS PUBLIC RIGHT-OF-WAY HEREON BY THIS PLAT.
6. TRACT A IS FOR PUBLIC ACCESS, LANDSCAPING, TRAILS, FENCES, SIDEWALKS, UTILITY AND PARK PURPOSES. TRACT A SHALL BE OWNED AND MAINTAINED BY THE OWNER OF LOT 1, BLOCK 4.
7. CP BEDROCK FILING NO. 8 HAS A TOTAL OF 1 TRACT, 7 LOTS AND 5 BLOCKS.
8. AN ACCESS EASEMENT FOR MUNICIPAL SERVICES PROVIDED BY THE CITY AND COUNTY OF DENVER IS HEREBY GRANTED TO THE CITY AND COUNTY OF DENVER ON AND ACROSS ALL PRIVATE DRIVE WITHIN THE PLATED PROPERTY.
9. A RIGHT OF ACCESS FOR EMERGENCY SERVICES IS HEREBY GRANTED ON AND ACROSS ALL AREAS FOR POLICE, FIRE, MEDICAL AND OTHER EMERGENCY VEHICLES AND FOR THE PROVISION OF EMERGENCY SERVICES.
10. THE SURVEYED PROPERTY IS SUBJECT TO TERMS AND CONDITIONS IN THE TITLE COMMITMENT REFERENCED IN NOTE 1.
11. THE SURVEYED PROPERTY IS SUBJECT TO THE FOLLOWING DOCUMENTS LISTED IN THE TITLE COMMITMENT REFERENCED IN NOTE NO. 1 WHICH CANNOT BE PLOTTED, AND ARE RECORDED IN THE CITY AND COUNTY OF DENVER AT THE FOLLOWING RECEIPTION NUMBERS OR BOOK AND PAGE (UNLESS NOTED OTHERWISE): BOOK 258 AT PAGE 43 (ADAMS COUNTY RECORDS); BOOK 295 AT PAGE 43 (ADAMS COUNTY RECORDS); BOOK 367 AT PAGE 242 (ADAMS COUNTY RECORDS); BOOK 368 AT PAGE 14 (ADAMS COUNTY RECORDS); BOOK 370 AT PAGE 14 (ADAMS COUNTY RECORDS); BOOK 371 AT PAGE 14 (ADAMS COUNTY RECORDS); BOOK 372 AT PAGE 14 (ADAMS COUNTY RECORDS); BOOK 373 AT PAGE 14 (ADAMS COUNTY RECORDS); RECEPTION NO. 0489556, BOOK 1889 AT PAGE 656; RECEPTION NO. 009559 (ADAMS COUNTY RECORDS); BOOK 2160 AT PAGE 805 (ADAMS COUNTY RECORDS); BOOK 2576 AT PAGE 181 (ARAPAHOE COUNTY RECORDS); BOOK 2785 AT PAGE 382; BOOK 3735 AT PAGE 141 (ADAMS COUNTY RECORDS); BOOK 3736 AT PAGE 141 (ADAMS COUNTY RECORDS); RECEPTION NO. 048956, BOOK 1889 AT PAGE 656; RECEPTION NO. 048956; RECEPTION NO. 94000047; RECEPTION NO. 970036452; RECEPTION NO. R-92-074874; BOOK 4550 AT PAGE 373 (ADAMS COUNTY RECORDS); RECEPTION NO. 98001347; RECEPTION NO. 98001347; RECEPTION NO. 2005172135; RECEPTION NO. 2022108910; AND RECEPTION NO. 2023102606.
12. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTE.
13. THE FIELD WORK WAS COMPLETED ON NOVEMBER 15, 2023.

SHEET INDEX:

SHEET 1 - PROPERTY DESCRIPTION / CERTIFIES

SHEET 2 - LINE AND CURVE TABLES / LEGEND / DETAIL

SHEET 3 - PLAT SHEET

ATTORNEY'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE EXAMINED THE EVIDENCE OF TITLE TO THE LAND DESCRIBED HEREON, AND FIND THE TITLE TO THE STREETS, AVENUES TRACTS AND OTHER PUBLIC PLACES TO BE IN THE ABOVE-NAMED DEDICATORS THIS ____ DAY OF ____ A.D. 20____ AT ____ O'CLOCK, M.
 FREE AND CLEAR OF ENCUMBRANCES EXCEPT THOSE AS SHOWN AND LISTED HEREIN.

ATTORNEY FOR THE CITY AND COUNTY OF DENVER

ASSISTANT CITY ATTORNEY

SURVEYOR CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY FOR THIS PLAT HAS BEEN MADE IN AGREEMENT WITH RECORDS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY AND COUNTY OF DENVER; THAT THIS PLAT IS IN CONFORMITY WITH SUCH RECORDS; THAT ALL MONUMENTS SHOWN HEREON EXIST AS DESCRIBED; AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

AARON MURPHY
 COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR, P.L.S. 38162
 FOR BEHALF OF HARRIS KOCHER SMITH

DRAFT

APPROVALS:

I HEREBY CERTIFY THAT THIS MAP AND THE SURVEY REPRESENTED THEREBY ARE ACCURATE AND IN CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 49, ARTICLE III OF THE REVISED MUNICIPAL CODE OF THE CITY AND COUNTY OF DENVER, AND THAT THE REQUIRED IMPROVEMENTS HAVE BEEN PROVIDED FOR.

CITY ENGINEER _____ DATE _____

APPROVED BY THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE _____ DATE _____

APPROVED BY THE EXECUTIVE DIRECTOR OF COMMUNITY PLANNING AND DEVELOPMENT

EXECUTIVE DIRECTOR OF COMMUNITY PLANNING AND DEVELOPMENT _____ DATE _____

APPROVED BY THE EXECUTIVE DIRECTOR OF PARKS AND RECREATION

EXECUTIVE DIRECTOR OF PARKS AND RECREATION _____ DATE _____

APPROVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER, COLORADO BY RESOLUTION NO. ____ OF THE SERIES 20_____

WITNESS MY HAND AND CORPORATE SEAL OF THE CITY AND COUNTY OF DENVER THIS ____ DAY OF ____ A.D. 202____

CLERK AND RECORDER, EX-OFFICIO CLERK OF THE CITY AND COUNTY OF DENVER

BY: DEPUTY CLERK AND RECORDER

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO }
 CITY AND COUNTY OF DENVER }
 _____ ss.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT ____ O'CLOCK ____ M.,
 202____ AND DULY RECORDED UNDER RECEIPTION NO. ____

CLERK AND RECORDER

BY: DEPUTY CLERK AND RECORDER

FEES: _____

EXHIBIT B
(N. Telluride St. License Area)

EXHIBIT B
LAND DESCRIPTION

2022-projmstr-0000247-AGR

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL DESCRIBED AT RECEPTION NO. 2022109104 WITHIN A 20 FOOT PIPELINE EASEMENT DESCRIBED AT RECEPTION NO. 9500063134, SITUATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 21;
THENCE SOUTH 48°41'11" WEST, A DISTANCE OF 133.61 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID PARCEL DESCRIBED AT RECEPTION NO. 2022109104 AND THE SOUTH LINE OF SAID 20 FOOT PIPELINE EASEMENT, BEING THE **POINT OF BEGINNING**;
THENCE SOUTH 89°52'50" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 7.49 FEET;
THENCE NORTH 00°02'48" WEST, A DISTANCE OF 13.31 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE NORTHEASTERLY LINE OF SAID PARCEL DESCRIBED AT RECEPTION NO. 2022109104;
THENCE ALONG SAID NORTHEASTERLY LINE, ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 15.51 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 35°32'48", AND A CHORD WHICH BEARS SOUTH 29°25'47" EAST A CHORD DISTANCE OF 15.26 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 62 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING NORTH 89°52'50" EAST PER THE RECORDED PLAT OF CP BEDROCK FILING NO. 1. SAID LINE IS MONUMENTED AT THE NORTH QUARTER CORNER OF SECTION 21 BY A 3.25" ALUMINUM CAP, STAMPED: LUCHETTI SURVEYING INC 2005 PLS 36053, IN A RANGE BOX, AND AT THE NORTHWEST CORNER OF SECTION 21 BY A 3.25" ALUMINUM CAP, STAMPED: W.K. CLARK & ASSOC. 1993 PLS 4842, FLUSH WITH GROUND.

PREPARED BY: AARON MURPHY
PLS 38162
ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300



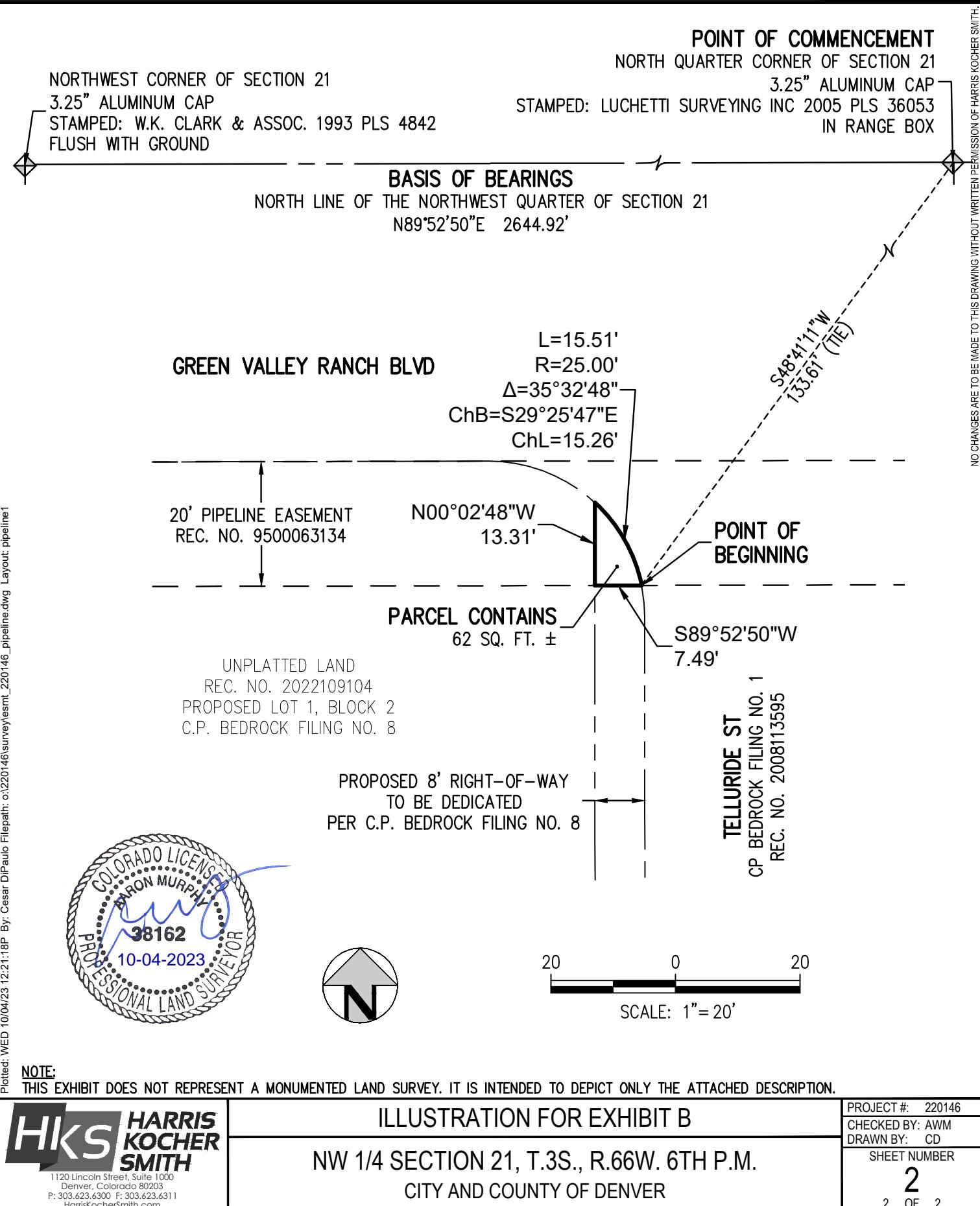


EXHIBIT C
(N. Rifle Way License Area)

EXHIBIT C
LAND DESCRIPTION

2022-projmstr-0000247-AGR

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL DESCRIBED AT RECEPTION NO. 2022109104 WITHIN A 20 FOOT PIPELINE EASEMENT DESCRIBED AT RECEPTION NO. 9500063134, SITUATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 21;
THENCE SOUTH 85°02'34" WEST, A DISTANCE OF 806.31 FEET TO THE NORTH LINE OF SAID PARCEL DESCRIBED AT RECEPTION NO. 2022109104, ALSO BEING THE NORTH LINE OF SAID 20 FOOT PIPELINE EASEMENT, AND THE **POINT OF BEGINNING;**
THENCE SOUTH 27°32'14" WEST, A DISTANCE OF 7.50 FEET;
THENCE SOUTH 00°07'10" EAST, A DISTANCE OF 13.36 FEET TO THE SOUTH LINE OF SAID 20 FOOT PIPELINE EASEMENT;
THENCE SOUTH 89°52'50" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 68.00 FEET;
THENCE NORTH 00°07'10" WEST, A DISTANCE OF 13.51 FEET;
THENCE NORTH 29°02'34" WEST, A DISTANCE OF 7.42 FEET TO THE NORTH LINE OF SAID PARCEL DESCRIBED AT RECEPTION NO. 2022109104 AND THE NORTH LINE OF SAID 20 FOOT PIPELINE EASEMENT;
THENCE NORTH 89°52'50" EAST ALONG SAID NORTH LINES, A DISTANCE OF 75.07 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 1,383 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING NORTH 89°52'50" EAST PER THE RECORDED PLAT OF CP BEDROCK FILING NO. 1. SAID LINE IS MONUMENTED AT THE NORTH QUARTER CORNER OF SECTION 21 BY A 3.25" ALUMINUM CAP, STAMPED: LUCHETTI SURVEYING INC 2005 PLS 36053, IN A RANGE BOX, AND AT THE NORTHWEST CORNER OF SECTION 21 BY A 3.25" ALUMINUM CAP, STAMPED: W.K. CLARK & ASSOC. 1993 PLS 4842, FLUSH WITH GROUND.

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