

2013-1033

WHEN RECORDED RETURN TO:  
Packard and Dierking, LLC  
2595 Canyon Blvd., Suite 200  
Boulder, Colorado 80302  
Attn: Brigette M. Paige, Esq.

**TEMPORARY CONSTRUCTION LICENSE AGREEMENT  
FOR CRANE RIGHTS, CONSTRUCTION STAGING, HAMMERHEAD AND TRAIL  
CONSTRUCTION ACTIVITIES**

THIS TEMPORARY CONSTRUCTION LICENSE AGREEMENT FOR CRANE RIGHTS, CONSTRUCTION STAGING, HAMMERHEAD AND TRAIL CONSTRUCTION ACTIVITIES (this "**License Agreement**") is made as of the date set forth on the City signature page ("**Effective Date**"), by and between **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("**City**") and **CENTENNIAL VENTURE VI, LLC**, a Colorado limited liability company ("Licensee"), whose address is 1899 Wynkoop St., Suite 425, Denver, Colorado 80202. City and Licensee are sometimes referred to herein individually as a "**Party**" or collectively as the "**Parties**."

**RECITALS**

- A. The City is the owner of that certain real property located in the City and County of Denver, more particularly described on **Exhibit A** attached hereto ("**City Property**").
- B. is the owner of the real property more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Benefited Property**"). Grantee will be developing an office project on the Benefited Property (the "**Project**").
- C. Licensee desires the various temporary licenses over the City Property for various purposes and activities set forth herein on the terms and conditions set forth herein.

**GRANT OF LICENSE**

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. **Grant of License.** The City does hereby grant to Licensee a temporary license to utilize the City Property for the following purposes associated with its construction of the Project on the Benefited Property (the "**Temporary License**"):

(a) A temporary exclusive license on, across, under and over the City Property located adjacent to the Benefited Property for the purpose of coordinating and staging materials, equipment and supplies, parking, office trailers, and other reasonable uses in connection with the construction of the Project improvements on the Benefited Property (the "**Construction Staging License Activity**"). The Construction Staging License Activity will also include erecting a fence around all or a portion of the City Property and closing access to vehicles and pedestrians while conducting the License Activities described herein.

(b) A temporary exclusive license over the City Property, including within the air space located above the City Property, for the operation of a construction crane, staging and contractor parking for the construction of the Project on the Benefited Property. Operation of the crane shall be limited to swinging the crane jib during construction and allowing the crane jib to weather vane when not in use (the “**Crane Operation License Activity**”).

(c) A temporary non-exclusive license on, across, under and over a certain portion of the City Property located adjacent to the Benefited Property, as legally described on **Exhibit C** attached hereto and incorporated herein by reference (the “**Hammerhead**”) for the construction, installation, reconstruction, maintenance and repair of the permanent improvements required to provide emergency vehicles with access to and the ability to turn around in connection with service to the City Property and the Project (the “**Hammerhead License Activity**”).

(d) A temporary non-exclusive license over the City Property for the construction, installation, reconstruction, maintenance and repair of certain pedestrian trails and appurtenant improvements (the “**Trails**”) on the City Property as required by this License Agreement, (the “**Trail Construction and Maintenance License Activity**”).

(e) For the purposes of this License Agreement, the Construction Staging License Activity, the Crane Operation License Activity, the Hammerhead License Activity and the Trail Construction and Maintenance License Activity are collectively referred to as the “**License Activities**”. All of the License Activities also include the right of ingress and egress in, to, through, over, under, above and across the City Property, as needed, for access to and from specific portions of the City Property in order to conduct and perform the License Activities.

## 2. **Term.**

(a) The Temporary License for the Construction Staging License Activity and the Crane Operation License Activity shall commence on the Effective Date of this License Agreement and shall expire on the earlier of (a) the date a final certificate of occupancy has been issued for the Project, or (b) June 1, 2015.

(b) The Temporary License for the Hammerhead Activity shall commence on the Effective Date of this License Agreement and shall expire on the date on which a Permanent Easement or other permanent rights are granted by the City to Licensee as owner of the Benefited Property for ingress, egress, access, use and maintenance of the Hammerhead for the benefit of the Project.

(c) The Temporary License for the Trail Construction and Maintenance License Activity shall commence on the Effective Date of this License Agreement and shall expire on the earlier of (i) six months following the date on which a final certificate of occupancy has been issued for the Project, or (ii) the date on which a Permanent Easement or other permanent rights are granted by the City to Licensee for access to the Trails for maintenance, repair and replacement of the Trail as required herein. Notwithstanding the foregoing, the Manager of Parks and Recreation, in his/her reasonable discretion, may extend the term of the Temporary License for the Trail Construction and Maintenance License Activity for

two additional periods of three-months each in the event Grantee has not completed construction of the Trail improvements prior to the expiration of its term as described above.

3. **Termination.** Prior to expiration of the Temporary License (as described above), this License Agreement may be terminated or suspended, in whole or in part, by (a) the Manager of Parks and Recreation, in his/her reasonable discretion, if the City Property is needed by the City for health, safety or emergency purposes; or (b) resolution passed by the Denver City Council; or (c) written consent of the owners of the City Property and the Benefited Property; or (d) the Manager of Parks and Recreation if License Activities are abandoned for a period of six (6) months; or (e) the Manager of Parks and Recreation for an uncured breach of this License Agreement by Grantee. Notwithstanding the foregoing, except in the event of an uncured breach by Grantee of this License Agreement, this License Agreement shall not be terminated as to the Hammerhead unless a permanent easement or other necessary permanent rights for the use and maintenance of the Hammerhead is also granted with such early termination.

4. **Locations and Specific Requirements for License Activities.**

(a) The Construction Staging License Activity and the Crane Operation License Activity shall be conducted in the general areas depicted for such Licensed Activities on the site plan attached hereto as **Exhibit D** (the "**Site Plan**").

(b) The Hammerhead License Activity shall be conducted within the Hammerhead (Exhibit C). The Hammerhead improvements shall be constructed by Grantee in accordance with Plans and Specifications approved by the City Manager of Parks and Recreation.

(c) The Trail Construction and Maintenance License Activity shall be conducted in the areas depicted on the Site Plan for the Trail. The Trail improvements shall be constructed by Licensee in accordance with Plans and Specifications approved by the City's Manager of Parks and Recreation. The Trail Construction and Maintenance License Activity shall also include Licensee's obligation to facilitate the connections necessary to provide water and electricity for the Trail improvements. Such utilities will initially be obtained by connection to Licensee's sources for water and electricity, although the Manager of Parks and Recreation may authorize the use of different connections. Maintenance of the Trail shall be performed by Licensee to at least to the same maintenance standards as other similar trails, including landscaping and other trail appurtenances are maintained by the City.

5. **Covenants of Licensee.** In exercising the rights granted hereunder utilizing the Temporary License on and across the City Property, and performing the License Activities, Licensee shall comply with the following:

(a) Licensee shall protect the City Property from damage caused in whole or in part by acts or omissions of Licensee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents (collectively, "**Licensee's Responsible Representatives**"). Licensee shall clean, cure, repair and correct any such damage to any elements of the City Property, including but not limited to, any utilities, structures and other improvements situated therein or thereon, and shall keep all of such property reasonably clean and clear of building materials, dirt, debris, and similar materials, to the reasonable satisfaction of the Manager of Parks and Recreation.

(b) All License Activities shall be performed at Licensee's sole cost and expense.

(c) In all actions undertaken on property belonging to the City by any of Licensee's Responsible Representatives, all work shall be completed in a prompt, good and workmanlike manner, free of all liens (including mechanic's liens) and encumbrances on the City Property.

(d) Licensee shall not cause, or permit to be caused by any of Licensee's Responsible Representatives, any Hazardous Materials (as defined below) to be transported to, or dumped, spilled, released, permanently stored, or deposited on, over or beneath the City Property or any other lands owned by City in violation of any applicable laws. Any temporary storage of Hazardous Materials shall be done in accordance with all applicable laws and rules and regulations. "**Hazardous Materials**" means substances, materials or waste the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "pollutant" or "contaminant" and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.

(e) Licensee shall comply with all applicable federal, state and local laws, rules and ordinances in connection with its use of the City Property and shall obtain all permits and approvals required by applicable governmental or quasi-governmental entities in connection with the License Activities and use of the City Property as permitted hereunder.

(f) The Temporary License and rights granted herein shall not be used in such a manner as to violate any county regulation, city ordinance or state or federal law, rule or regulation.

(g) Licensee shall utilize the Temporary License in such a manner so as to avoid, or minimize to the fullest extent possible, any interruption of or interference with the City's use of the City Property.

(h) Licensee shall obtain, keep in force and maintain and cause each of its contractors to obtain, keep in force and maintain, at no cost to Grantor, until expiration or termination of this Temporary License Agreement, and shall provide to the City's Manager of Parks and Recreation and Risk Manager with certificates of insurance as follows:

(i) Commercial general liability insurance with XC&U exclusions deleted (including completed operations, operations of subcontractors, blanket contractual liability insurance, owned, non-owned and hired motor vehicle liability, personal injury liability) with limits against bodily injury and property damage of not less than \$5,000,000 for any person and \$5,000,000 for any occurrence; and

(ii) Worker's compensation insurance, with statutory coverage, shall be maintained by Licensee or Licensee's General Contractor, as applicable.

The policies of insurance required under this subsection, shall be reasonably

satisfactory to the City's Manager of Parks and Recreation and Risk Manager, shall, for commercial general liability, list the City as an Additional Insured, shall be placed with financially sound and reputable insurers licensed to transact business in the State of Colorado, and shall require the insurer to give at least thirty (30) days' advance written notice to the City's Manager of Parks and Recreation and Risk Manager prior to cancellation or change in coverage. Licensee shall provide certified copies of all policies of insurance required under this subsection, to the City's Manager of Parks and Recreation and Risk Manager upon request. For all insurance required to be carried, Licensee shall require its insurer(s) to provide the City and its respective commissioners, directors, officers, employees and agents with waivers of subrogation. To the extent available in the insurance industry at a commercially reasonable price, all policies required to be obtained by Licensee shall be written as "occurrence" policies and not as "claims-made" policies.

(i) Licensee shall conduct the License Activities only Monday through Saturday, between the hours of 6:00 a.m. and 7:00 p.m. Mountain Time, unless otherwise restricted by law.

6. **Crane Use Standards.** The installation and use of the crane shall comply in all respects to applicable federal, state and municipal permits, licenses and approvals and shall be subject to the terms and conditions of this License Agreement including the conditions listed below (such conditions the "**Crane Operation Conditions**"). The following Crane Operation Conditions shall apply for so long as the crane remains in place:

(a) Licensee shall, or through its general contractor shall, retain a crane operator to install, operate, and dismantle the crane that has at least the following qualifications: (i) has been in business for a period of at least five (5) years, (ii) has not had any claims as a result of prior operations within the prior three (3) year period that are not covered by insurance (excepting therefrom, normal deductibles in the crane industry), and (iii) maintains liability insurance at least equal to that required in Section 5(h). The crane operator for the Project shall at all times have radio, telephonic or other means of real-time voice communication with the Licensee and its general contractor.

(b) Prior to construction of the crane, Licensee shall identify the operator of the crane and such operator's designated representative for operations at the Project which information may be changed upon five business days' advance notice to the City's Manager of Parks and Recreation.

7. **Indemnification.**

(a) **General Indemnity.** Licensee covenants and agrees, at its expense, to release, pay, indemnify, defend and hold harmless the City and its City Council, officers, agents, employees, engineers and attorneys (collectively, the "**Indemnified Parties**" or singularly, each an "**Indemnified Party**") of, from and against, any and all claims, damages, demands, expenses (including reasonable attorneys' fees and court costs) and liabilities resulting directly or indirectly from Licensee's Project, Licensee's use of the City Property and any License Activities, unless such claims, damages, demands, expenses, or liabilities arise solely by reason of the negligent act or omission of the City or other Indemnified Party.

(b) **Environmental Indemnity.** Licensee hereby agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all Environmental Liabilities, whenever and by whomever asserted. As used in this Section, "**Environmental Liabilities**" shall

mean any obligations or liabilities (including, without limitation, any claims, demands, actions, suits enforcement actions, judgments, orders, writs, decrees, permits or injunctions imposed by any court, administrative agency, tribunal or otherwise, or other assertions of obligations and liabilities) that are:

(i) related to protection of the environment or human health or safety and involving the Project or the License Activities or the use of the City Property (including, but not limited to, on-site or off-site contamination by pollutants, whether known or unknown, and occupational safety and health); and

(ii) involving the Project, the License Activities or the use of the City Property and arising out of, based upon or related to (x) environmental protection laws, or (y) any judgment, order, writ, decree, permit or injunction imposed by any court, administrative agency, tribunal or otherwise.

The term “**Environmental Liabilities**” shall include, but not be limited to: (i) fines, penalties, judgments, awards, settlements, losses, damages (including foreseeable and unforeseeable consequential damages), costs, fees (including reasonable attorneys’ and consultants’ fees), expenses and disbursements; (ii) defense and other responses to any administrative or judicial action (including claims, notice letters, complaints, and other assertions of liability); and (iii) financial responsibility for (x) cleanup costs and injunctive relief, including any corrective action, removal, remedial or other response actions, and natural resources damages, (y) any other compliance or remedial measures, and (z) bodily injury, medical monitoring, wrongful death, and property damage.

The terms “removal”, “remedial” and “response” shall include, without limitation, the types of activities covered by CERCLA, as amended, and whether the activities are those which might be taken by a government entity or those which a government entity might seek to require of waste generators, storers, treaters, owners, operators, transporters, disposers or other persons under “removal”, “remedial”, or other “response” actions.

(c) The indemnities set forth in this Section shall survive expiration or termination of this License Agreement and expiration or termination of the Temporary License granted herein.

8. **Default.**

(a) If Licensee hereto breaches any provision of this License Agreement and fails to cure such breach within ten (10) business days after written notice thereof, the City shall be entitled to any and all remedies, legal or equitable, which may be available including, without limitation, specific performance and termination of this License Agreement. All such remedies, including those set forth in this License Agreement, shall be cumulative.

(b) If the City breaches any provision of this License Agreement and fails to cure such breach within thirty (30) days after written notice thereof, Licensee shall only be entitled to seek specific performance or injunctive relief against the City. Licensee hereby waives all other rights and remedies, legal or equitable, including damages, against Grantor. Failure to appropriate shall not constitute a breach of this License Agreement.

9. **General Provisions.**

(a) Recordation. This License Agreement shall be recorded against the City Property in the official records of the City and County of Denver Clerk and Recorder (the “**Official Records**”). When this License Agreement expires or terminates in accordance with its terms herein, upon request of the Licensee, the Manager of Parks and Recreation shall confirm the expiration or termination of the License Agreement by executing a Notice of Termination and recording the same in the Official Records, which notice shall be in substantially in the form attached hereto as **Exhibit E** (the “**Notice of Termination**”).

(b) Not Exclusive. The City reserves the right to grant such other licenses, easements, rights or privileges across, on or pertaining to the City Property to such persons and for such purposes as the City may, in its sole discretion, select, which does not interfere with Licensee’s use of the City Property.

(c) Successors and Assigns. This License Agreement shall be binding on, and inure to the benefit of, the City’s and Licensee’s respective successors and assigns. The City expressly acknowledges that Licensee may pledge all or a portion of its rights under this License Agreement to any lender who finances any portion of the Project, without prior written consent but only upon fifteen (15) day prior written notice to the City’s Manager of Parks and Recreation and Director of the Division of Real Estate. Any assignment of this License Agreement shall only be with the prior written consent of the City’s Manager of Parks and Recreation and Director of the Division of Real Estate. Notwithstanding the above, to the extent such assignment is to an entity affiliated with Licensee, fifteen (15) day prior written notice shall be provided to the City’s Manager of Parks and Recreation and Director of the Division of Real Estate and prior written consent shall not be required.

(d) Section Headings. The Section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this License Agreement.

(e) Usage of Terms. When the context in which words are used herein indicates that such is the intent, words in the singular number shall include the plural and vice versa. All pronouns and any variations thereof shall be deemed to refer to all genders.

(f) No Rights in Public. Nothing contained herein is intended to dedicate, grant, or reserve to the general public or the public at large or for any public purpose whatsoever, or to permit any member of the general public to acquire any right, by adverse possession, prescription, grant, dedication or otherwise, to possess, use or occupy the City Property, or any portion thereof, said grant, dedication, reservation, or prescriptive rights being expressly denied.

(g) Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision herein and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but the provision of this License Agreement affected shall be limited only to the extent necessary to bring it within the requirements of such statute, law, ordinance or regulation.

(h) Counterparts. This License Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

(i) Governing Law. The terms and provisions of this License Agreement, and the interpretation and enforcement thereof, shall be governed by the laws of the State of Colorado and the laws, rules and regulations of the City and County of Denver, to which all Parties hereto consent to venue and jurisdiction.

(j) Waiver. No term or condition of this License Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

(k) Amendment. This License Agreement may not be amended except by a written instrument signed by the City and Licensee. City Council approval of an amendment is necessary only when required by the City Charter.

(l) Entire Agreement. This License Agreement, together with the exhibits attached hereto, contains the entire agreement of the Parties hereto with respect to the subject matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the Parties hereto.

(m) Notices. All notices, consents, requests or other communications (any of the foregoing, a “Notice”) given hereunder shall be in writing sent by electronic email, followed by a hard copy via hand delivery or reputable overnight courier addressed to the party to be so notified at its address set forth below, or to such other address as such party may hereafter specify in accordance with the provisions of this Section 9(m). Any Notice shall be deemed to have been received: (i) on the date of delivery by hand, if delivered during business hours on a business day (otherwise on the next business day), or (ii) on the next business day, if sent by an overnight commercial courier, in each case addressed to the following parties:

City: Mayor  
City and County of Denver  
1437 Bannock, Rm. 350  
Denver, Colorado 80202

With a copy to: Manager of Parks and Recreation  
201 W. Colfax Avenue, Dept. 608  
Denver, Colorado 80202

Director of the Division of Real Estate  
201 W. Colfax Avenue, Dept. 1012  
Denver, Colorado 80202

With a copy to: Denver City Attorney  
201 W. Colfax Avenue, Dept. 1207  
Denver, Colorado 80202  
Attention: Karen Avilés



Licensee: Centennial Venture VI, LLC  
1899 Wynkoop Street, Suite 425  
Denver, CO 80202  
Attention: Randy Nichols

With a copy to: Packard and Dierking, LLC  
2595 Canyon Blvd., Suite 200  
Boulder, Colorado 80302  
Attention: Brigette M. Paige, Esq.

(n) Authority to Execute. Each person executing this License Agreement represents that it is duly authorized to execute this License Agreement by the Party on whose behalf it is so executing.

(o) Disclaimer of Joint Venture. This License Agreement is not intended to create a joint venture, partnership or agency relationship between the City and Licensee, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

(p) Survival. All terms, covenants, releases, and indemnities which are intended to survive termination or expiration of this License Agreement shall survive such termination or expiration. Under no circumstances, however, shall the Temporary Construction License granted to Licensee pursuant to this License Agreement survive any such termination or expiration.

(q) Construction. The Parties hereto have participated jointly in the negotiation and drafting of this License Agreement. In the event an ambiguity or question of intent or interpretation arises, this License Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this License Agreement.

(r) Nonliability of City Officials and Employees. No council member, official, officer, employee, agent or consultant of the City shall be personally liable in the event of a breach or default by the City or for any amount that may become due under the terms of this License Agreement.

(s) Incorporation of Exhibits. All exhibits attached to this License Agreement are incorporated into and made a part of this License Agreement.

(t) Right to Inspect Books. In addition to all rights the City has under C.R.S. 24-72-201, Grantee agrees that the City, the City's Auditor and any authorized representative of the City shall have the right, at all reasonable times and after reasonable notice, to examine all books and records with respect to this License Agreement.

(u) No Third Party Beneficiaries. The City and Licensee intend that this License Agreement shall create no third party beneficiary interests. The City and Licensee are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation constituting a different interest, and, in any event, expressly disclaim any such acts or actions.

(v) Venue. Venue shall be exclusively to the District Court in and for the City and County of Denver.

(w) Nondiscrimination. In connection with the performance of work under this License Agreement, Licensee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status or physical and mental disability; and the Licensee further agrees to insert the foregoing provision in all subcontracts hereunder.

(x) Appropriations. All obligations of the City hereunder are subject to prior appropriations of monies expressly made by the City Council for the purposes of this License Agreement and paid into the Treasury of the City.

(y) Counterparts, Electronic Signatures and Electronic Records. This License Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same documents. Facsimile signatures shall be accepted as originals. The parties consent to the use of electronic signatures by the City. This License Agreement and any other documents requiring a signature may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this License Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this License Agreement in the form of an electronic record, a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

(z) AS-IS, WHERE-IS License. The City makes no representation or warranty of any kind with respect to the condition of the City Property. Licensee accepts the City Property in its "AS-IS" condition, WITH ALL FAULTS AND AT LICENSEE'S OWN RISK, without any warranty, express or implied, including without limitation, any warranty of merchantability, liability, or fitness for a particular purpose, all such warranties being hereby expressly disclaimed.

*[signature page follows]*

IN WITNESS WHEREOF, the parties have executed this License Agreement as of: \_\_\_\_\_.

ATTEST:

CITY AND COUNTY OF DENVER, a  
Colorado municipal corporation

\_\_\_\_\_  
Clerk and Recorder, Ex-Officio Clerk for the  
City and County of Denver

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

Denver City Attorney, Attorney for the  
City and County of Denver

REGISTERED AND COUNTERSIGNED

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Manager of Finance

By: \_\_\_\_\_  
Auditor

CENTENNIAL VENTURE VI, LLC,  
a Colorado limited liability company

By: *Randy Nichols*  
Name: RANDY NICHOLS  
Title: MANAGER

STATE OF COLORADO            )  
  )ss  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 15 day of OCT,  
2013, by RANDY NICHOLS as Manager of Centennial Venture VI, LLC, a Colorado  
limited liability company.

Witness my hand and official seal.  
My Commission Expires: 04/11/15

*Lori McLaren*  
Notary Public

LORI L MCLAREN  
NOTARY PUBLIC  
STATE OF COLORADO  
MY COMMISSION EXPIRES 4/11/2015

"LICENSEE"

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CITY PROPERTY**

EXHIBIT A

LEGAL DESCRIPTION

AN EASEMENT OVER AND ACROSS A PORTION OF THE PROPERTIES OWNED BY THE CITY AND COUNTY OF DENVER RECORDED AT RECEPTION NO. 9800158401 AND RECEPTION NO. 2002186650, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE 20-FOOT RANGE LINE LOCATED IN PLATTE STREET, MONUMENTED AT THE SOUTHWEST END AT 16<sup>TH</sup> STREET BY A CHISELED "X" AND MONUMENTED AT THE NORTHEAST END AT 17<sup>TH</sup> STREET BY A 3.25-INCH ALUMINUM CAP STAMPED "DENVER RANGE POINT" WITH THE LINE ASSUMED TO BEAR N44°33'13"E.

**COMMENCING** AT SAID NORTHEAST END OF THE 20-FOOT RANGE LINE LOCATED IN PLATTE STREET AT 17<sup>TH</sup> STREET; THENCE N86°49'56"E, 309.93 FEET TO THE SOUTHWEST BOUNDARY CORNER OF THAT PARCEL RECORDED AT RECEPTION NO. 2012172498 AND THE **POINT OF BEGINNING**;

THENCE S45°26'50"E ALONG THE WEST BOUNDARY LINE OF SAID PARCEL, 46.98 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THAT PARCEL RECORDED AT RECEPTION NO. 9800158401;

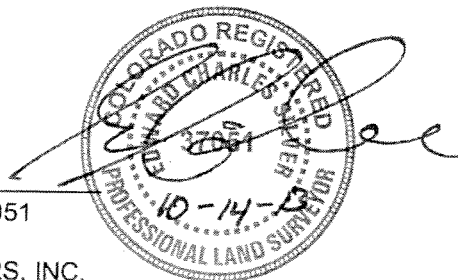
THENCE S30°21'12"W, ALONG SAID EASTERLY BOUNDARY LINE, 379.00 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL RECORDED AT RECEPTION NO. 2002186650;  
THENCE S30°21'11"W ALONG THE EASTERLY BOUNDARY LINE OF SAID PARCEL, 120.07 FEET;  
THENCE N59°56'21"W, 32.00 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 9800158401;

THENCE ALONG SAID WESTERLY BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES:

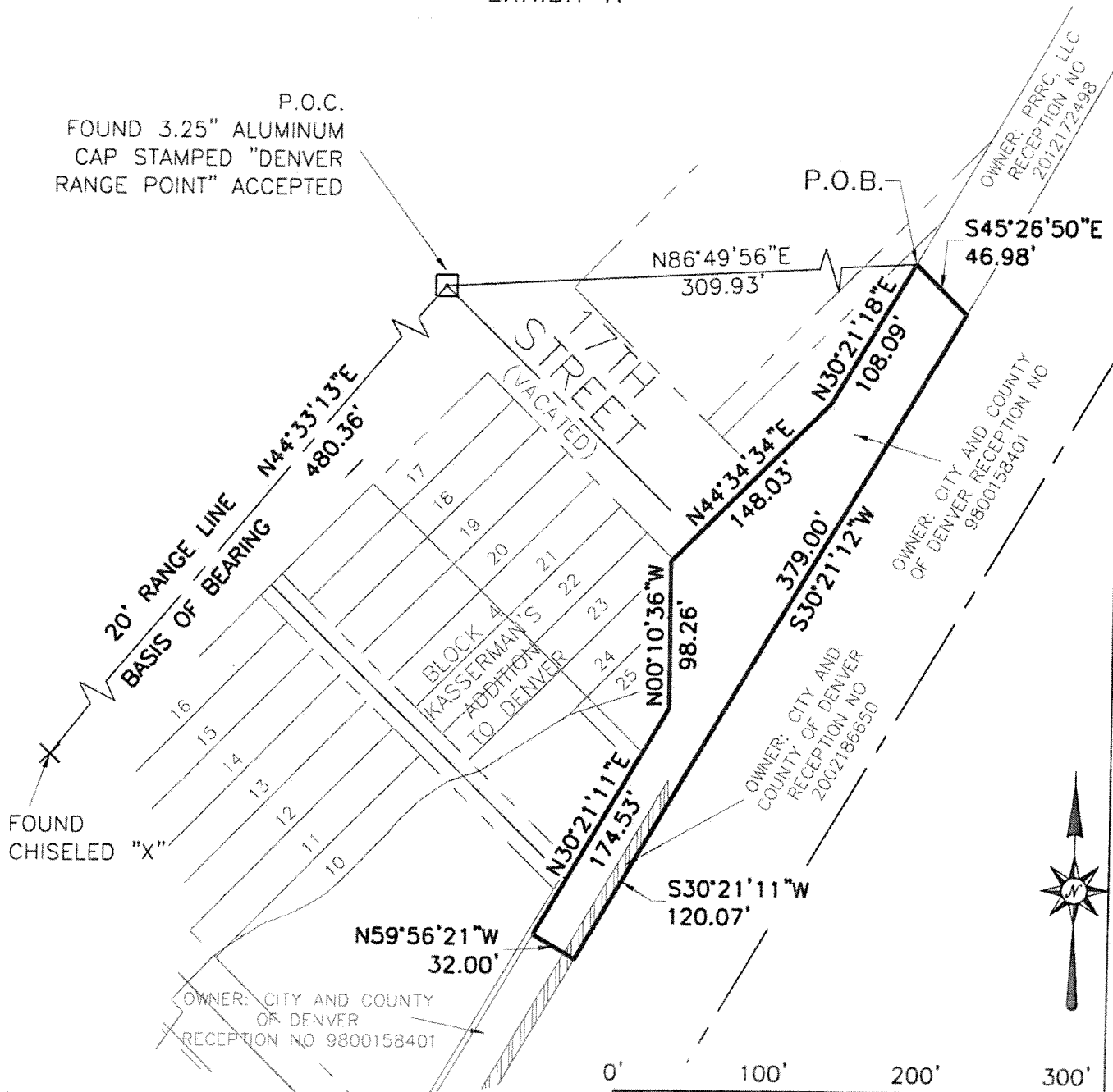
1. N30°21'11"E, 174.53 FEET;
2. N00°10'36"W, 98.26 FEET;
3. N44°34'34"E, 148.03 FEET;
4. N30°21'18"E 108.09 FEET TO THE **POINT OF BEGINNING**,

CONTAINING A CALCULATED AREA OF 24,210 SQUARE FEET OR 0.556 ACRES.

EDWARD C. SILVER PLS #37051  
FOR AND ON BEHALF OF  
R&R ENGINEERS-SURVEYORS, INC.  
710 WEST COLFAX AVE.  
DENVER, COLORADO 80204  
JOB #: OS13049  
DATE: 10/14/13



SW 1/4 SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST 6TH P.M.  
 CITY AND COUNTY OF DENVER, STATE OF COLORADO  
 EXHIBIT A



P.O.C.  
 FOUND 3.25" ALUMINUM  
 CAP STAMPED "DENVER  
 RANGE POINT" ACCEPTED

P.O.B.

OWNER: PRRC, LLC  
 RECEPTION NO  
 2012172498

OWNER: CITY AND COUNTY  
 OF DENVER, RECEPTION NO  
 9800158401

OWNER: CITY AND  
 COUNTY OF DENVER  
 RECEPTION NO  
 2002186650


OWNER: CITY AND COUNTY  
 OF DENVER  
 RECEPTION NO 9800158401



SCALE: 1" = 100'

PARCEL CONTAINS 24,210 SQ. FT. OR 0.556 ACRES

**NOTE**  
 THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL  
 DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY.  
 IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

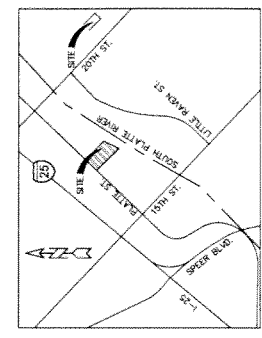
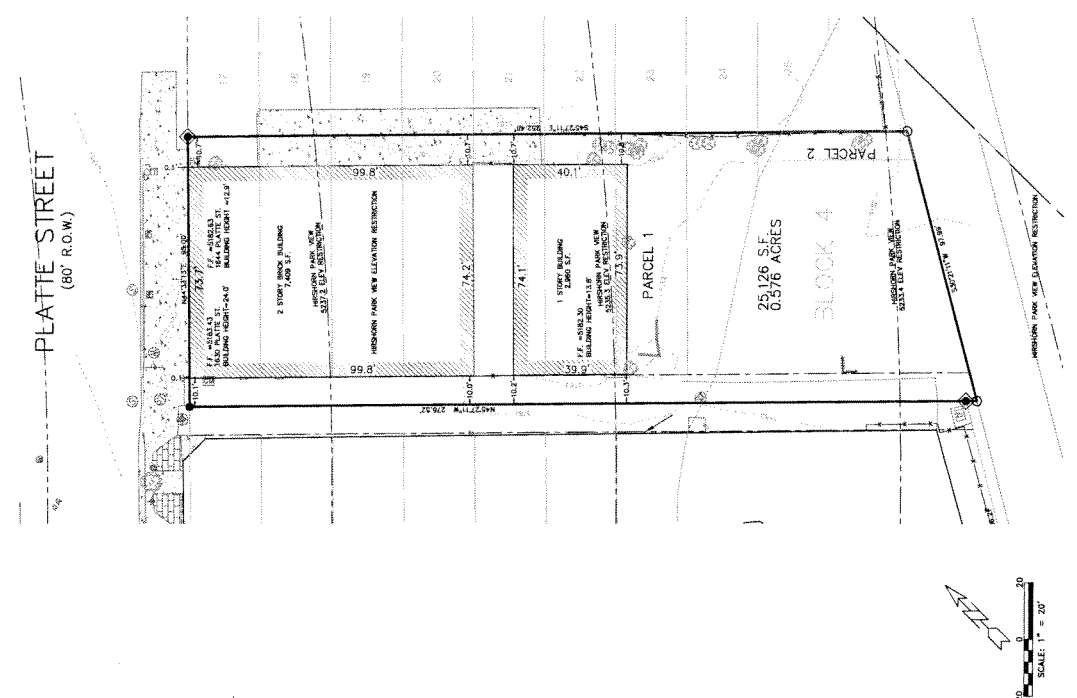
			R&R ENGINEERS—SURVEYORS, INC. 710 WEST COLFAX AVE. DENVER, COLORADO 80204 PH: 303-753-6730 FAX: 303-753-6568	
Date:	10/14/13		Sheet	2
Drawn:	MDW		of	2
Checked:	ECS			
Job No.:	OS13049			

**EXHIBIT B**

**LEGAL DESCRIPTION OF BENEFITED PROPERTY**



**A.L.T.A./A.C.S.M. LAND TITLE SURVEY**  
**PART OF BLOCK 4, KASSERMAN'S ADDITION TO DENVER WHICH IS LOCATED IN THE SOUTHWEST**  
**1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN,**  
**CITY AND COUNTY OF DENVER, STATE OF COLORADO**



**SURVEYOR'S CERTIFICATE:**  
TO NICHOLS PARTNERSHIP:  
THIS IS TO CERTIFY THAT THE MAP OF PART AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MEASUREMENT ACT, AND THAT THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.  
THE FIELD WORK WAS COMPLETED ON 12-11-12.  
DATE OF THIS CERTIFICATE: 12-11-12

DONALD N. COPEL, P.S., S.C.S. ENGINEER  
THIS SURVEY WAS MADE ONLY IF PRINT WAS CORRECT AND SIGNATURE OF SURVEYOR.

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	12-11-12	JDH	FIELD WORK
2	12-11-12	JDH	DRAWING

SHEET:	1 OF 2
--------	--------

A.L.T.A./A.C.S.M. LAND TITLE SURVEY FOR: **NICHOLS PARTNERSHIP**

**ACCURATE Engisurvey LLC**  
LAND PLANNERS | LAND ENGINEERS | LAND SURVEYORS  
150 WEST WILSON STREET, SUITE 104  
DENVER, COLORADO 80202  
PHONE: 303-733-7337 | FAX: 303-733-7338  
WWW.ACCURATEENGINEERING.COM

**SCHEDULE B - TITLE EXCEPTIONS**  
A. EXISTING BOUNDARIES IN ALLEY LOCATED BY ORDINANCE NO. 774, SERIES 1985 RECORDED JANUARY 23, 1986 AT RECORDING NO. 198501 (9.01 FT).  
B. ...

- LEGAL DESCRIPTION:**
- PARCEL ONE:**
- BEING PART OF THE NORTHWEST 1/4 OF THE 1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO. ...
- PARCEL TWO:**
- BEING PART OF THE NORTHWEST 1/4 OF THE 1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO. ...
- GENERAL NOTES:**
1. REFERENCE TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THE TIME PERIOD SPECIFIED IN THIS CERTIFICATE FROM THE DATE OF RECORDATION OF THIS SURVEY. THIS SURVEY IS NOT GUARANTEED TO BE MORE ACCURATE THAN THE DATA AND INSTRUMENTS PROVIDED TO ME FOR THIS SURVEY. THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  2. THIS SURVEY WAS NOT COMPLETED AT THE TIME OF THE SURVEY. THE ELEVATION DATA FOR THE POINTS SHOWN HEREON WAS OBTAINED FROM PROFESSIONAL SURVEYORS WHO HAVE PROVIDED ME WITH A CERTIFICATE OF PROFESSIONAL SURVEYING AND A STATEMENT OF WORK. THE ELEVATION DATA FOR THE POINTS SHOWN HEREON WAS OBTAINED FROM PROFESSIONAL SURVEYORS WHO HAVE PROVIDED ME WITH A CERTIFICATE OF PROFESSIONAL SURVEYING AND A STATEMENT OF WORK. THE ELEVATION DATA FOR THE POINTS SHOWN HEREON WAS OBTAINED FROM PROFESSIONAL SURVEYORS WHO HAVE PROVIDED ME WITH A CERTIFICATE OF PROFESSIONAL SURVEYING AND A STATEMENT OF WORK.
  3. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  4. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  5. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  6. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  7. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
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  9. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  10. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  11. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  12. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  13. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  14. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  15. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  16. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  17. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  18. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  19. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.
  20. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF COLORADO AND HOLD THE FOLLOWING LICENSE NO. 11001, 16, 17 AND 21 OF TABLE A THEREOF.

**EXHIBIT C**  
**HAMMERHEAD**

EXHIBIT C

LEGAL DESCRIPTION

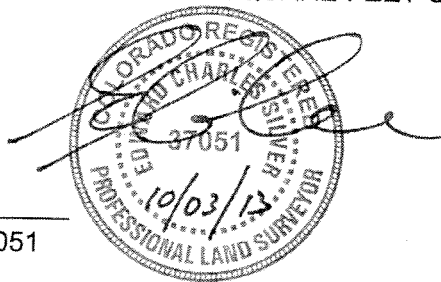
AN EASEMENT OVER AND ACROSS A PORTION OF THE PROPERTIES OWNED BY THE CITY AND COUNTY OF DENVER, RECORDED AT RECEPTION NO. 9800158401 AND RECEPTION NO. 2002186650, LOCATED IN THE SOUTH ONE-HALF OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE 20-FOOT RANGE LINE LOCATED IN PLATTE STREET, MONUMENTED AT THE SOUTHWEST END AT 16<sup>TH</sup> STREET BY A CHISELED "X" AND MONUMENTED AT THE NORTHEAST END AT 17<sup>TH</sup> STREET BY A 3.25-INCH ALUMINUM CAP STAMPED "DENVER RANGE POINT" WITH THE LINE ASSUMED TO BEAR N44°33'13"E.

**COMMENCING** AT SAID NORTHEAST END OF THE 20-FOOT RANGE LINE LOCATED IN PLATTE STREET AT 17<sup>TH</sup> STREET; THENCE S18°14'29"E, 362.54 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THAT PARCEL RECORDED AT RECEPTION NO. 9800158401 AND THE **POINT OF BEGINNING**;

THENCE S60°37'32"E, 32.01 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF A PARCEL RECORDED AT RECEPTION NO. 2002186650; THENCE S30°21'11"W ALONG SAID EASTERLY BOUNDARY LINE, 90.01 FEET; THENCE N60°37'32"W, 32.01 FEET TO A POINT ON THE SAID WESTERLY BOUNDARY LINE; THENCE N30°21'11"E ALONG SAID WESTERLY BOUNDARY LINE, 90.01 FEET TO THE **POINT OF BEGINNING**,

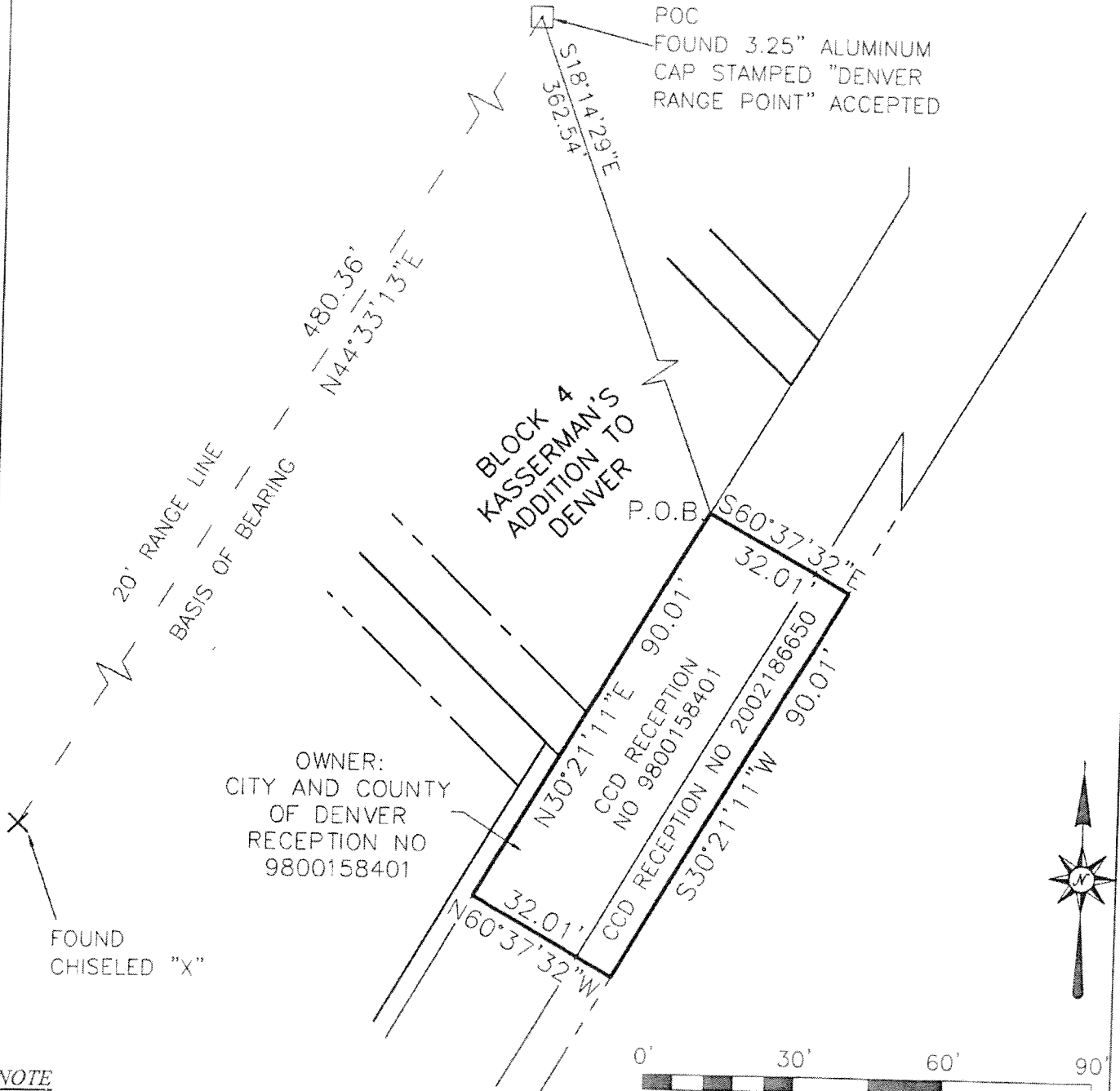
CONTAINING A CALCULATED AREA OF 2881 SQUARE FEET OR 0.066 ACRES.



EDWARD C. SILVER PLS #37051  
FOR AND ON BEHALF OF  
R&R ENGINEERS-SURVEYORS, INC.  
710 WEST COLFAX AVE.  
DENVER, COLORADO 80204  
JOB #: OS13049  
DATE: 10/01/13

S 1/2 SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST 6TH P.M.  
 CITY AND COUNTY OF DENVER, STATE OF COLORADO

EXHIBIT C



OWNER:  
 CITY AND COUNTY  
 OF DENVER  
 RECEPTION NO  
 9800158401

FOUND  
 CHISELED "X"

**NOTE**

THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL  
 DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY.  
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SCALE: 1" = 30'

PARCEL CONTAINS 2881 SQ. FT. OR 0.066 ACRES

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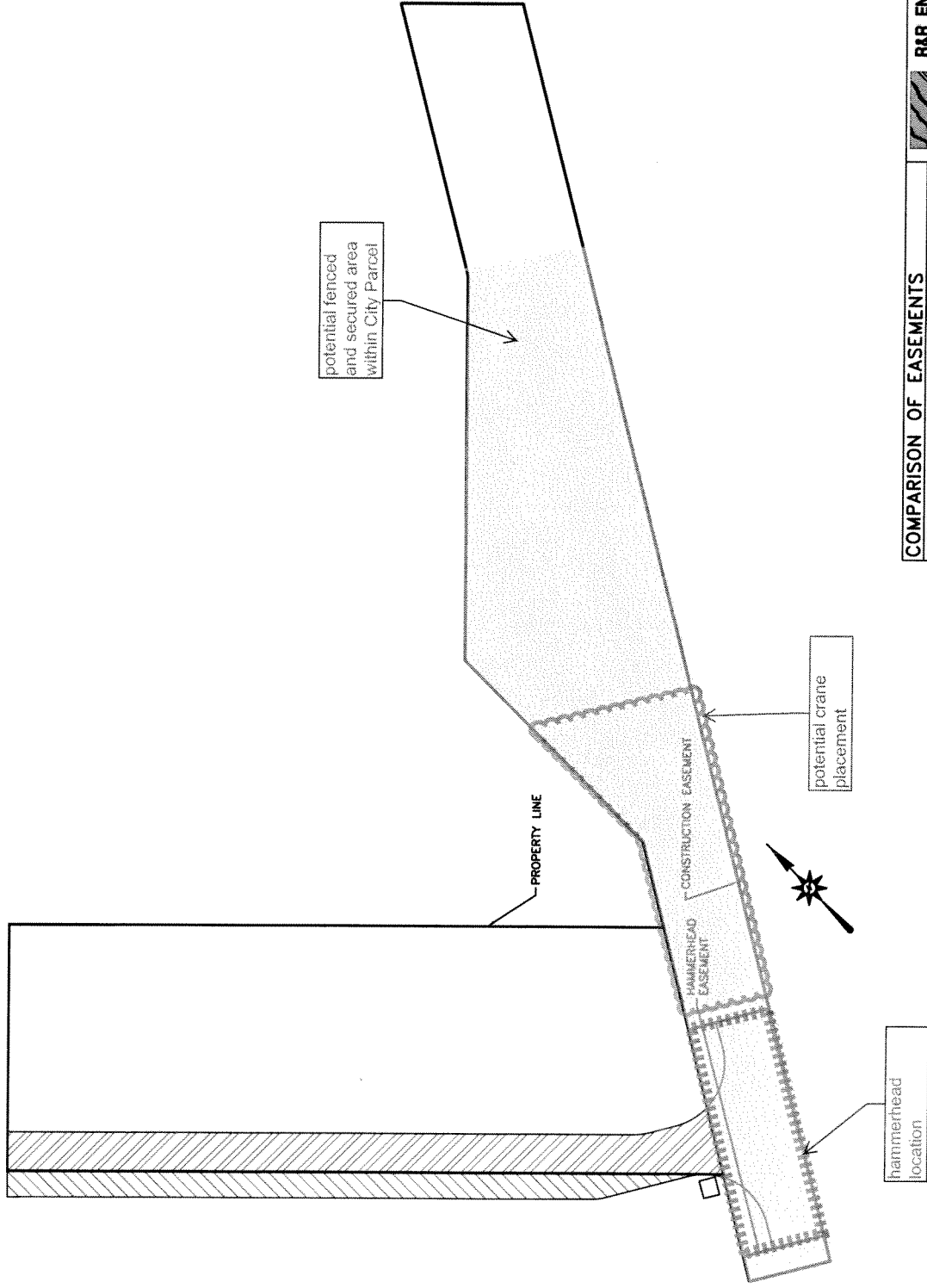


R&R ENGINEERS-SURVEYORS, INC.  
 710 WEST COLFAX AVE.  
 DENVER, COLORADO 80204  
 PH: 303.753.6730  
 FAX: 303.753.6568

**EXHIBIT D**

**SITE PLAN**

EXHIBIT D



**COMPARISON OF EASEMENTS**  
 HAMMERHEAD WITH PINCH POINTS.DWG

Date:	10/7/13	Sheet	1
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Job No.:	OS13049		

**R&R ENGINEERS-SURVEYORS, INC.**  
 70 WEST COLFAX AVENUE  
 DENVER, COLORADO 80204  
 PH: 303-759-8700 - FAX: 303-759-6668  
 WWW.RRENENGINEERS.COM

**NICHOLS PARTNERSHIP**  
 1889 WYNKOOP STREET #425  
 DENVER, CO 80202

**EXHIBIT E**

**FORM OF NOTICE OF TERMINATION**

When recorded, return to:

[ \_\_\_\_\_ ]

NOTICE OF TERMINATION OF LICENSE AGREEMENT

1. That certain Temporary Construction License Agreement For Crane Rights, Construction Staging, Hammerhead And Trail Construction Activities dated \_\_\_\_\_, 2013, was recorded in the real property records of the City and County of Denver, Colorado, on \_\_\_\_\_, 2013, at Reception No. \_\_\_\_\_, (the "**License Agreement**"); and

2. The License Agreement has expired or been terminated and the rights set forth therein have expired or terminated. The License Agreement is of no further force or effect.

3. This Notice is intended to provide record public notice of such expiration or termination of the rights set forth herein.

CITY AND COUNTY OF DENVER, a  
Colorado municipal corporation

By: \_\_\_\_\_  
Manager of Parks and Recreation

STATE OF COLORADO )  
 )ss  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_ as the Manager of Parks and Recreation of the City and County of Denver.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public