

**RECORDING REQUESTED;
WHEN RECORDED MAIL TO:**

Jason D. Moore
Denver City Attorney's Office
Municipal Operations Section
City and County of Denver
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

LICENSE AGREEMENT AND COVENANT

THIS LICENSE AGREEMENT AND COVENANT ("**License Agreement**") is entered into effective as of the date set forth below on the signature page for the City and County of Denver ("**Effective Date**"), by and between **MJP-GOLDEN, LLC**, a Colorado Limited Liability Company ("**Licensee**") with a corporate address of 30376 Snowbird Lane, Evergreen, Colorado 80439, and which owns property at 26102, 26112, and 26222 Chief Hosa Road, Golden, Colorado 80401; and the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("**Denver**") whose address is 1437 Bannock Street, Room 350, Denver, Colorado 80202 (jointly referred to as the "**Parties**").

Recitals

A. Licensee is the owner of parcels of property located at 26102, 26112, and 26222 Chief Hosa Road in Jefferson County, Colorado, legally described as set forth in **Exhibit A** (the "**Licensee's Property**").

B. Access to Licensee's Property has been available by Chief Hosa Road which connects to Genesee Drive within Genesee Park, which was acquired by Denver in 1915 and is currently owned and operated by Denver as a Denver Mountain Park (the "**Park**").

C. Chief Hosa Road, as depicted on the drawing and legally described in **Exhibit B** to this License Agreement (the "**Access Way**"), has been the sole means of access for the Licensee's Property to and from public roads.

D. Licensee desires to have Denver affirm Licensee's continued use, to the extent specified in this License Agreement, of the Access Way in the Park.

E. Denver is willing to allow Licensee the continued historic use of the Access Way in the same manner and configuration as it currently exists.

F. In return for allowing this continued use of the Access Way, Licensee agrees on Licensee's own behalf and Licensee's heirs, successors and assigns to abide by the covenants, promises, terms and conditions set forth in this License Agreement.

NOW THEREFORE, in consideration of the Recitals set out above and the license, covenants, promises, terms, and conditions set forth below, the Parties agree as follows:

1. **LICENSE**. Denver hereby grants a revocable, non-exclusive license to Licensee to operate and maintain the Access Way in its current location and configuration as depicted and described in the attachment to this License Agreement solely for the purpose of providing access to and from Licensee's Property through the Park and connecting to Genesee Drive, subject to the terms, conditions, promises, and covenants of this License Agreement. This License shall include the right to place underground utilities within the Access Way to serve Licensee's Property. Notwithstanding any provision to the contrary, no property title, rights or interests, including leases or easements, are granted hereby.

2. **RESTRICTED USE**. Licensee agrees and covenants that, other than as necessary to provide emergency access, no action will be taken by Licensee to acknowledge or extend any access rights under this License Agreement for the benefit or use of any property other than Licensee's Property or any persons other than the owners and tenants of Licensee's Property. Licensee also agrees and covenants that the Access Way: a) shall be as depicted in **Exhibit B** to this License Agreement; b) shall not be expanded or relocated and shall not be materially modified as to paving or construction without the written permission of Denver; and c) shall only be used to provide vehicular, pedestrian, and utility access for common and customary activities associated with residential uses currently occurring on Licensee's Property, including the construction, maintenance, and repair of related improvements thereon, as allowed under Jefferson County zoning and building laws. In addition, Licensee agrees and covenants, as a condition of the License granted herein, that Licensee will not cause, permit or suffer any other encroachments or encumbrances on any portion of the adjoining Park through either unauthorized uses of the Access Way or any use of Licensee's Property that adversely impacts the Park beyond the historic use of the Access Way.

3. **ACCESS LAWFUL**. Licensee represents and agrees that all permits, approvals, and other governmental authorizations required by law to be obtained for the construction, location, and operation of the Access Way have been obtained and are current and, if any others are required in the future, Licensee will diligently take all actions necessary to obtain such permits, approvals, or other governmental authorizations and to comply with the same and to make certain that the same are in compliance with this License Agreement. To the extent that there are any fees, charges, fines, penalties, or other costs or expenses associated with obtaining such permits, approvals, or other governmental authorizations or imposed for failure to obtain or comply with such permits, approvals, or other governmental authorizations, Licensee shall be solely responsible and liable for paying such.

4. **MAINTENANCE & REPAIR**. Licensee agrees and covenants to maintain and repair the Access Way, including any associated drainage, as necessary to assure that the Access Way is functional and safe for use by the public and to protect the Park from erosion or other damage resulting from the use or operation of the Access Way. Prior to initiating any substantial maintenance or repair work on the ground in the Park, Licensee agrees and promises to obtain from the Denver Department of Parks and Recreation the required permits or approvals allowing for such work to be performed on park property and to strictly comply with the terms and

conditions of said permits or approvals. In case of an emergency, Licensee shall promptly notify the Denver Department of Parks and Recreation of the emergency repairs made and obtain the required permits or approvals for the work and any further work. Should Licensee fail to perform any necessary maintenance or repair to the Access Way within the timeframe prescribed in any notice sent by Denver, Denver shall have the right to perform the necessary maintenance or repair and to seek recovery of damages, costs, expenses, and attorney's fees from Licensee by whatever means available under law, including but not limited to the filing and foreclosure of liens against Licensee's Property.

5. **TERM & EFFECT.** The License granted herein shall commence as of the Effective Date of this License Agreement and shall be in effect until revoked as provided herein. The covenants and promises made herein shall commence as of the Effective Date and shall remain in effect and run with the land (Licensee's Property) as long as the License is in effect and, even upon revocation of the License, until all covenants and promises are fully and faithfully performed, to the reasonable satisfaction of Denver and in accordance with this License Agreement.

6. **REVOCATION OR OTHER TERMINATION.** Denver has the right to revoke this License for a material violation of the terms, conditions, promises, and covenants of this License Agreement, provided Licensee has not cured the violation within the reasonable timeframe specified in a written notice from Denver, or upon closure of the Access Way resulting from any lawful order, directive, or edict issued by any governmental entity (other than Denver) or court. Upon revocation by Denver or upon receipt of any lawful order, directive, or edict to close the Access Way, Licensee shall be solely responsible and liable for complying with said notification of revocation or said order, directive, or edict and restoring, at Licensee's sole cost, Denver's property within the Park to a natural condition acceptable to Denver. Notice of violation and notice of revocation shall be in writing signed by the Executive Director of the Department of Parks and Recreation or an authorized representative (the "**Director**").

7. **DAMAGE.** In the event that the Access Way is substantially damaged due to natural or man-made causes, the Access Way may be re-constructed upon submittal of complete and detailed construction plans to the Director and the Director's approval of said plans and issuance of such permits and approvals as may be required for the work on Denver property.

8. **DAMAGE TO PARK PROPERTY.** Licensee agrees and promises that any real or personal property of Denver damaged or destroyed incident to the exercise of this License or upon revocation of this License and removal of the Access Way shall be promptly repaired or replaced by Licensee to the satisfaction of the Director, or in lieu of such repair or replacement, Licensee agrees and promises, if so required by the Director and at the Director's option, and after reasonable written notification, to pay Denver money in an amount sufficient to compensate for the loss sustained or costs incurred by Denver for any damage that may result from any location, construction, repair, maintenance, operation, or removal of the Access Way. For failure or refusal by Licensee to substantially comply with this paragraph, Denver shall have the right to seek recovery of damages, costs, expenses, and reasonable attorney's fees from Licensee by whatever means available under law, including but not limited to the filing and foreclosure of liens against Licensee's Property.

9. **INDEMNIFICATION & GOVERNMENTAL IMMUNITY.** Licensee hereby releases and indemnifies and saves harmless Denver, its officers, agents, and employees from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including property and employees or agents of Denver, and shall defend, indemnify, and save harmless Denver, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liability, actions, penalties, or proceedings of any kind or nature whatsoever, including without limitations worker's compensation claims, of or by anyone whomsoever, which with respect to any of the foregoing in any way results, from, or arises out of, directly or indirectly, the use, occupancy, or operation of any portion of the Access Way or performance of any work and other activities specified or allowed under this License Agreement, and including acts and omissions of officers, employees, representatives, suppliers, invitees, contractors and agents of Licensee; provided, that Licensee need not release, indemnify or save harmless Denver, its officers, agents, and employees from damages resulting from the sole negligence of the Denver's officers, agents, and employees. The scope of this indemnification is not limited to third party claims. Any minimum insurance policies held by Licensee shall not be deemed to limit or define the obligations of Licensee under this License Agreement. It is expressly understood and agreed that Denver is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

10. **CONVEYANCE, TRANSFER, OR ASSIGNMENT.** Licensee acknowledges and covenants that, should Licensee convey, transfer, or assign any right, title, or interest, in whole or part, to Licensee's Property to another person or entity in the future for the purpose, among other things, of using, occupying, maintaining or operating Licensee's Property, Licensee shall include the unqualified and unlimited obligation of said person or entity to comply with and perform the duties and responsibilities of this License Agreement. All references to "Licensee" in this License Agreement shall thereafter be read to mean any person or entity receiving or holding any right, title, or interest in Licensee's Property.

11. **NOTICES.** All notices required to be given by or to the Parties herein shall be in writing and sent by certified mail, return receipt requested, to:

Licensee: MJP Golden, LLC
Attn: Britt Price
30376 Snowbird Lane
Evergreen, Colorado 80439

Denver: Mayor
City and County of Denver
1437 Bannock Street, Room 350
Denver, CO 80202

Executive Director of Parks and Recreation
City and County of Denver
201 West Colfax, Dept. 601

Denver, CO 80202

Denver City Attorney
City and County of Denver
1437 Bannock Street, Room 353
Denver, Colorado 80202

Any party hereto may designate in writing from time to time the address of substitute or additional persons to receive such notices or address updates. The effective date of service of any such notice is mailed.

12. **COMPLIANCE WITH LAWS.** The Parties shall observe and comply with the applicable provisions of the Denver Charter, ordinances, and rules and regulations of Denver and with all applicable Colorado and federal laws.

13. **APPLICABLE LAW; VENUE.** The License Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado and the United States of America. Venue for any legal action relating to this License Agreement and Covenant shall lie solely in the District Court in and for the City and County of Denver.

14. **AMENDMENT.** This License Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein. Any representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties in the same formality as this License Agreement and Covenant.

15. **SEVERABILITY.** The promises and covenants contained herein are several in nature. Should any one or more of the promises or covenants be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining promises or covenants. However, if the License should be deemed invalid or unenforceable, the License Agreement shall terminate subject to the terms set forth in paragraph 5 above.

16. **NONDISCRIMINATION.** In connection with 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, gender identity or gender expression, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and further agree to insert the foregoing provision in all contracts and subcontracts hereunder.

17. **THIRD PARTY CONTRACTS.** Licensee has no authority to bind Denver on any contractual matters. Denver shall have no liability or financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which Licensee contracts or has

a contractual arrangement with respect to any work on or associated with the Access Way or with respect to any other aspects of the Access Way or its use.

18. **COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS.** Licensee shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to the use of the Access Way. Licensee, in conducting activity or work of any kind on the Access Way, shall comply with all applicable local, state, and federal environmental rules, regulations, statutes, laws or orders (collectively, “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term “**Hazardous Materials**” shall mean asbestos, asbestos-containing soils and asbestos-containing materials, polychlorinated biphenyls (PCBs), special wastes, any petroleum products, natural gas, radioactive source material, pesticides and any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

19. **RECORDING; RUNS WITH THE LAND.** This License Agreement shall be recorded in the office of the Clerk and Recorder of the County of Jefferson, State of Colorado, and shall be a covenant that runs with Licensee’s Property and shall be binding upon Licensee and Licensee’s heirs, successors in interests and assignees and shall be enforceable by and inure to the benefit of Denver.

20. **NO PERSONAL LIABILITY.** No elected official, director, officer, agent, or employee of Denver shall be charged personally or held contractually liable by or to Licensee under any term or provision of this License Agreement or because of any breach or violation thereof or because of the execution, approval, or attempted execution of this License Agreement.

21. **EXECUTION.** This License Agreement shall not be or become effective or binding on Denver until it has been fully executed by all signatories of the City and County of Denver.

22. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Licensee consents to the use of electronic signatures by Denver. The License Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. The Parties agree not to deny the legal effect or enforceability of the 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 the License Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[REMAINDER OF PAGE DELIBERATELY LEFT BLANK.
SIGNATURES BEGIN ON NEXT PAGE.]**

Contract Control Number:

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:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PARKS-201844190-00

Contractor Name: MJP-GOLDEN, LLC

By: *Britt Price*

Name: Britt Price
(please print)

Title: Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



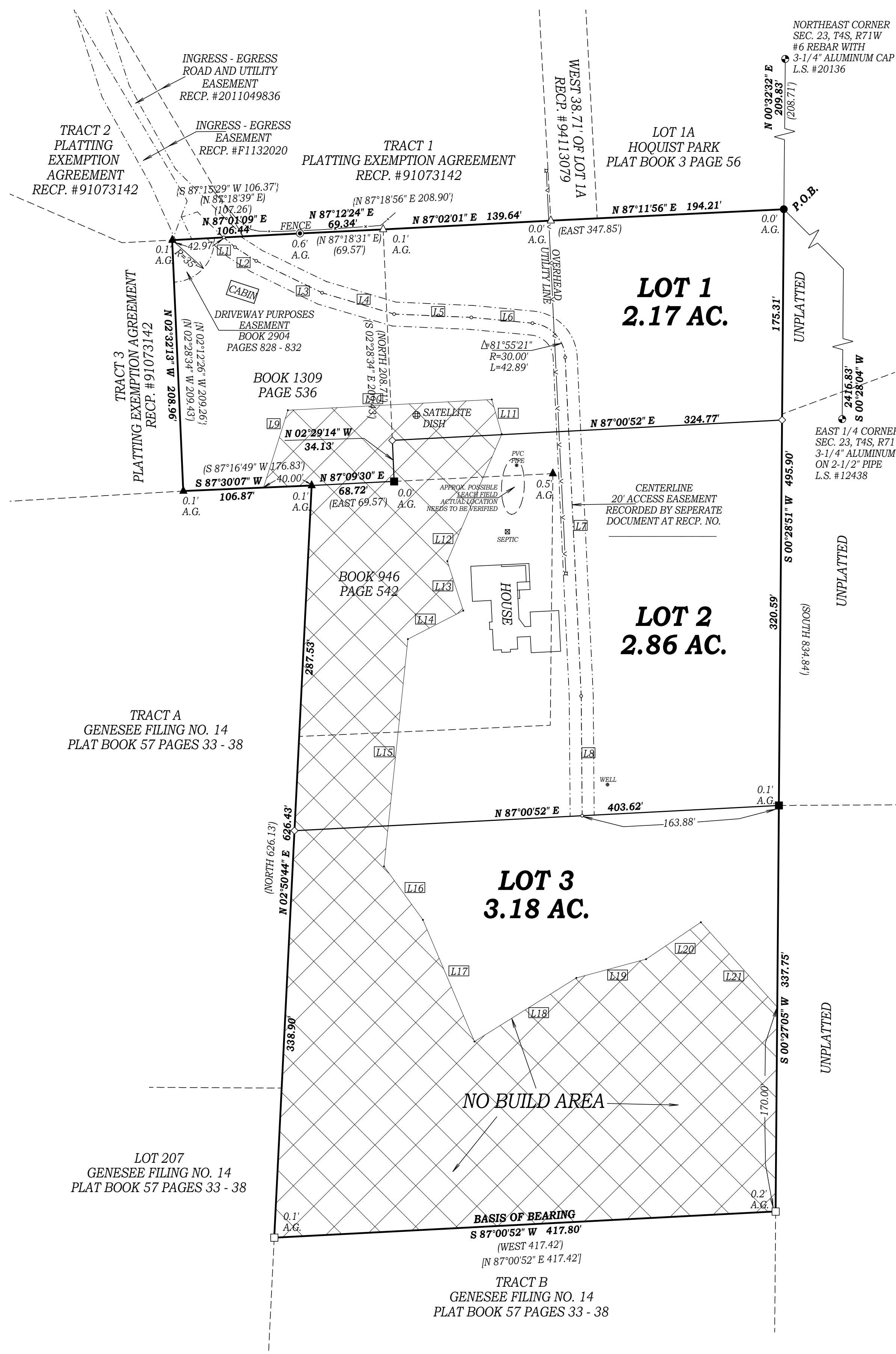
Exhibit A - Licensee's Property

CASE NO. 17-131071MA

MAP NO. 174

SEC. 23, T4S, R71W 17-131071MA

A RECONFIGURATION OF TRACTS OF LAND
 LOCATED IN THE NORTHEAST ONE-QUARTER OF
 SECTION 23, TOWNSHIP 4 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
 COUNTY OF JEFFERSON, STATE OF COLORADO.
 SHEET 2 OF 2



20' ACCESS EASEMENT LINE DATA

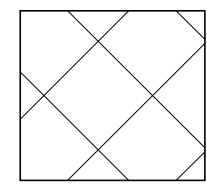
Bearing	Distance
L1	S 48°50'36" E 12.35'
L2	S 57°14'02" E 21.13'
L3	S 64°10'14" E 60.88'
L4	S 73°33'23" E 62.44'
L5	S 87°30'44" E 64.33'
L6	S 84°38'23" E 51.14'
L7	S 02°43'02" E 281.98'
L8	S 00°26'58" E 99.58'

NO BUILD AREA LINE DATA

Bearing	Distance
L9	N 17°22'24" E 67.43'
L10	N 87°00'00" E 170.00'
L11	S 16°00'00" E 30.00'
L12	S 23°11'57" W 113.04'
L13	S 17°59'32" E 43.17'
L14	S 62°45'45" W 51.88'
L15	S 06°00'00" W 190.00'
L16	S 36°00'00" E 55.00'
L17	S 23°00'00" E 110.00'
L18	N 58°00'00" E 100.00'
L19	N 75°00'00" E 60.00'
L20	N 56°00'00" E 55.00'
L21	S 42°00'00" E 95.00'

LEGEND

- - INDICATES #4 REBAR WITH 1" YELLOW PLASTIC CAP (ILLEGIBLE) FOUND, THIS SURVEY.
- ▲ - INDICATES #3 REBAR (NO CAP) FOUND, THIS SURVEY.
- ◇ - INDICATES 18" #4 REBAR WITH 1" ORANGE PLASTIC CAP (L.S. #25633) SET, THIS SURVEY.
- - INDICATES #5 REBAR WITH 1-1/2" ORANGE PLASTIC CAP (L.S. #14075) FOUND, THIS SURVEY.
- ⊙ - INDICATES 1" O.D. PIPE FOUND, THIS SURVEY.
- - INDICATES #4 REBAR (NO CAP) FOUND, THIS SURVEY.
- △ - INDICATES #4 REBAR WITH 1" YELLOW PLASTIC CAP (L.S. #10945) FOUND, THIS SURVEY.
- ⊕ - INDICATES MONUMENT DESCRIBED HERON FOUND, THIS SURVEY.
- A.G. - INDICATES DISTANCE MONUMENT IS ABOVE GROUND SURFACE.
- B.G. - INDICATES DISTANCE MONUMENT IS BELOW GROUND SURFACE.



- INDICATES NO BUILD AREA

MAP PREPARED: 18 OCTOBER, 2016

PREPARED BY:
 PITSKER AND ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 26639 Pleasant Park Road
 Confer, Colorado 80433
 PH# (303) 674-6018 / FAX (303) 838-7174

REVISION BLOCK
 REVISION 1) 10 FEBRUARY, 2018

Exhibit B - Access Way

CASE NO. 17-131071MA

MAP NO. 174

SEC. 23, T4S, R71W 17-131071MA

A RECONFIGURATION OF TRACTS OF LAND
 LOCATED IN THE NORTHEAST ONE-QUARTER OF
 SECTION 23, TOWNSHIP 4 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
 COUNTY OF JEFFERSON, STATE OF COLORADO.
 SHEET 1 OF 2

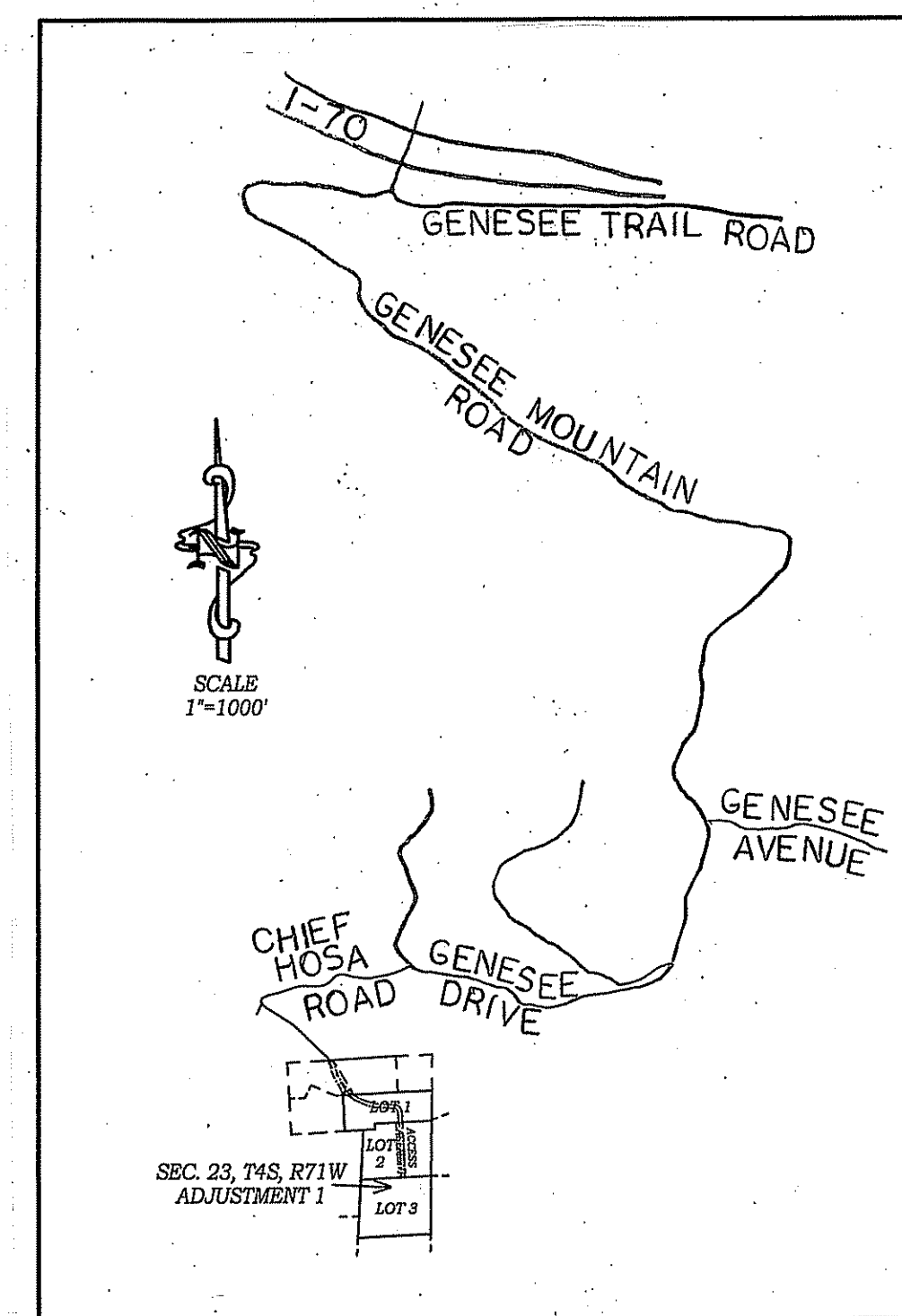
LEGAL DESCRIPTION

A TRACT OF LAND (RECEPTION NO. F1132020) LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF THE TRACT OF LAND RECORDED AT RECEPTION NO. F1132020; WHENCE THE NORTHEAST CORNER OF SAID SECTION 23 BEARS NORTH 00°32'32" EAST, A DISTANCE OF 209.83 FEET AND THE EAST ONE-QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 00°28'04" WEST, A DISTANCE OF 2416.83 FEET; THENCE SOUTH 00°28'51" WEST, ALONG THE EAST LINE OF SAID TRACT OF LAND RECORDED AT RECEPTION NO. F1132020, A DISTANCE OF 495.90 FEET; THENCE SOUTH 00°27'05" WEST, ALONG THE EAST LINE OF SAID TRACT OF LAND RECORDED AT RECEPTION NO. F1132020, A DISTANCE OF 337.75 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF TRACT B, GENESSEE FILING NO. 14; THENCE WESTERLY AND NORTHERLY, ALONG THE NORTHERLY AND EASTERLY LINES OF GENESSEE FILING NO. 14, THE FOLLOWING THREE (3) COURSES:
 1) SOUTH 87°00'52" WEST, A DISTANCE OF 417.80 FEET;
 2) NORTH 02°50'44" EAST, A DISTANCE OF 626.43 FEET;
 3) SOUTH 87°30'07" WEST, A DISTANCE OF 106.87 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF TRACT 3, PLATTING EXEMPTION AGREEMENT (RECEPTION NO. 91073142); THENCE NORTHERLY AND EASTERLY, ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID PLATTING EXEMPTION AGREEMENT (RECEPTION NO. 91073142), THE FOLLOWING FOUR (4) COURSES:
 1) NORTH 02°32'13" WEST, A DISTANCE OF 208.96 FEET;
 2) NORTH 87°01'09" EAST, A DISTANCE OF 106.44 FEET;
 3) NORTH 87°12'24" EAST, A DISTANCE OF 69.34 FEET;
 4) NORTH 87°02'01" EAST, A DISTANCE OF 139.64 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF TRACT 1, PLATTING EXEMPTION AGREEMENT (RECEPTION NO. 91073142); THENCE NORTH 87°11'56" EAST, ALONG THE SOUTH LINE OF LOT 1A, HOQUIST PARK, A DISTANCE OF 194.21 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 8.21 ACRES, MORE OR LESS.

NOTES:

- DIMENSIONS IN PARENTHESIS ARE THOSE PER DEED RECORDED AT RECEPTION NO. F1132020, DIMENSIONS IN BRACES ARE THOSE PER PLATTING EXEMPTION AGREEMENT RECORDED AT RECEPTION NO. 91073142, AND DIMENSIONS IN BRACKETS ARE THOSE PER PLAT OF GENESSEE FILING NO. 14, AS RECORDED AT PLAT BOOK 57 PAGES 33 - 38 WHEN DIFFERENT FROM THOSE MEASURED IN THE FIELD.
- 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 CERTIFICATION SHOWN HEREON.
- BASIS OF BEARING IS THE SOUTH LINE OF SUBJECT PROPERTY, BETWEEN THE #4 REBAR (ILLEGIBLE PLASTIC CAP) FOUND AT THE SOUTHEAST CORNER OF SUBJECT PROPERTY AND THE #4 REBAR (ILLEGIBLE PLASTIC CAP) FOUND AT THE SOUTHWEST CORNER OF SUBJECT PROPERTY, SAID BEARING IS SOUTH 87°00'52" WEST, AS SHOWN HEREBY, PER PLAT OF GENESSEE FILING NO. 14 (PLAT BOOK 57 PAGES 33 - 38).
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THE PURPOSE OF THIS MINOR ADJUSTMENT IS TO RECONFIGURE THE EXISTING TRACTS AND TO CREATE THREE NEW LOTS, AS SHOWN HEREON.
- DISTANCES ON THIS MINOR ADJUSTMENT ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS. ALL BEARINGS SHOWN HEREON ARE IN DEGREES-MINUTES-SECONDS.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN SURVEYS, LLC TO DETERMINE TITLE OR EASEMENTS OF RECORD. RESEARCH FOR THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH CRS 38-51-106 AND THE RULES OF PROCEDURE AND BOARD POLICY STATEMENTS OF THE STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, SPECIFICALLY THOSE BOARD RULES AND POLICY STATEMENTS RELATING TO THE DEPICTION OF EASEMENTS AND RIGHTS OF WAY ON SUBDIVISION PLATS. TITLE COMMITMENT NUMBER K70521030, DATED NOVEMBER 09, 2016, AT 5:00 PM, PREPARED BY LAND TITLE GUARANTEE COMPANY WAS RELIED UPON FOR ALL INFORMATION REGARDING EASEMENTS OF RECORD, RIGHTS OF WAY, TITLE OF RECORD AND CIVIL COURT ACTIONS OF RECORD.
- THE LEGAL DESCRIPTION(S) ON THIS MINOR ADJUSTMENT WAS (WERE) PREPARED BY RUSSELL KOTTKE, PLS# 25633, OF THE FIRM AMERICAN SURVEYS, LLC, 26689 PLEASANT PARK ROAD #200 CONIFER, CO 80433, (303) 674-6018.
- RIGHTS AND RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES TO UNION PACIFIC RAILROAD COMPANY ISSUED FEBRUARY 27, 1903, AND IMAGED AS ESI 30160465.
 NOTE: QUIT CLAIM DEED RECORDED APRIL 14, 1971 IN BOOK 2251 AT PAGE 796.
 NOTE: RELEASE AND QUIT CLAIM DEED RECORDED NOVEMBER 22, 1998 AT RECEPTION NO. F0741256.
- THE EFFECT OF LAND SURVEY PLAT, RECORDED MARCH 20, 2008, UNDER RECEPTION NO. 2008026365.

VICINITY MAP



OWNERSHIP CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS OF THOSE LANDS DESCRIBED HEREON, HAVE LAID OUT THE SAME INTO LOTS AND EASEMENTS, AS SHOWN HEREBY.

OWNER: MJP GOLDEN, LLC

BRITT PRICE, MANAGER

NOTARY PUBLIC:

STATE OF _____)
 COUNTY OF _____) ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____

20__ BY BRITT PRICE, AS MANAGER, OF MJP GOLDEN, LLC.

WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

ACCEPTANCE CERTIFICATE:

THE FOREGOING SURVEY IS APPROVED FOR FILING BY THE COUNTY OF JEFFERSON, STATE OF COLORADO, THIS _____ DAY OF _____, 20__.

CLERK

DIRECTOR OF PLANNING AND ZONING DIVISION

CLERK AND RECORDER'S CERTIFICATE:

ACCEPTED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF JEFFERSON COUNTY AT GOLDEN, COLORADO, THIS _____ DAY OF _____, 20__.

JEFFERSON COUNTY CLERK AND RECORDER

BY: _____
 DEPUTY CLERK

SURVEYOR'S CERTIFICATE:

I, RUSSELL E. KOTTKE, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF SEC. 23, T4S, R71W 17-131071MA WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 18TH DAY OF OCTOBER, 2016, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THE SURVEY IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR ADJUSTMENT AND THE SURVEY THEREOF.

RUSSELL E. KOTTKE

P.L.S. #25633

MAP PREPARED: 18 OCTOBER, 2016

REVISION BLOCK
 REVISION 1) FEBRUARY 10, 2018

PREPARED BY:
 PITSKER AND ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 26689 Pleasant Park Road
 Conifer, Colorado 80433
 PH# (303) 674-6018 / FAX (303) 838-7174

FILE NO. 15-437
 SHEET 1 OF 2

EXHIBIT

PREPARED BY:

PITSKER AND ASSOCIATES
26689 PLEASANT PARK ROAD
BUILDING A, SUITE 200
CONIFER, COLORADO 80433
PH. (303) 674-6018/FAX (303) 838-7174

FILE NO. 15-437 DATE 05/20/2016

THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY

LEGAL DESCRIPTION

THE CENTERLINE OF AN EXISTING ACCESS ROAD OVER, ACROSS AND ON A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE SECTION 14, TOWNSHIP 4 SOUTH, RANGE 71 WEST OF THE 6TH. P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14;

THENCE SOUTH 87°39'49" WEST, ALONG THE NORTH LINE OF LOT 1A OF HOQUIST PARK, A DISTANCE OF 207.60 FEET;

THENCE SOUTH 87°00'34" WEST, ALONG THE NORTH LINE OF PARCELS OF LAND RECORDED AT RECEPTION NO. 2011049836 AND RECEPTION NO. 2012005092, A DISTANCE OF 381.54 FEET, TO THE TRUE POINT OF BEGINNING; SAID POINT BEING ON THE SOUTH LINE OF GENESEE PARK;

THENCE NORTH 43°00'46" WEST, A DISTANCE OF 34.65 FEET;

THENCE NORTH 46°49'09" WEST, A DISTANCE OF 53.35 FEET;

THENCE NORTH 45°46'33" WEST, A DISTANCE OF 137.05 FEET;

THENCE NORTH 45°21'28" WEST, A DISTANCE OF 37.80 FEET;

THENCE NORTH 46°35'57" WEST, A DISTANCE OF 32.18 FEET;

THENCE NORTH 56°45'01" WEST, A DISTANCE OF 181.96 FEET;

THENCE NORTH 47°46'04" WEST, A DISTANCE OF 34.42 FEET;

THENCE NORTH 14°04'46" WEST, A DISTANCE OF 16.49 FEET;

THENCE NORTH 21°51'35" EAST, A DISTANCE OF 20.96 FEET;

THENCE NORTH 66°33'39" EAST, A DISTANCE OF 36.58 FEET;

THENCE NORTH 78°52'21" EAST, A DISTANCE OF 17.07 FEET;

THENCE NORTH 78°19'33" EAST, A DISTANCE OF 39.63 FEET;

THENCE NORTH 73°25'46" EAST, A DISTANCE OF 42.88 FEET;

THENCE NORTH 68°49'53" EAST, A DISTANCE OF 49.57 FEET;

THENCE NORTH 76°28'36" EAST, A DISTANCE OF 48.07 FEET;

THENCE SOUTH 87°56'57" EAST, A DISTANCE OF 61.12 FEET;

THENCE SOUTH 89°04'06" EAST, A DISTANCE OF 45.41 FEET;

THENCE NORTH 77°29'26" EAST, A DISTANCE OF 31.39 FEET;

THENCE NORTH 59°45'16" EAST, A DISTANCE OF 28.69 FEET;

THENCE NORTH 41°34'41" EAST, A DISTANCE OF 25.45 FEET;

THENCE NORTH 46°17'59" EAST, A DISTANCE OF 26.58 FEET;

THENCE NORTH 70°24'26" EAST, A DISTANCE OF 21.64 FEET;

THENCE SOUTH 89°42'09" EAST, A DISTANCE OF 26.52 FEET;

THENCE SOUTH 77°48'26" EAST, A DISTANCE OF 23.08 FEET;

THENCE SOUTH 76°09'41" EAST, A DISTANCE OF 39.37 FEET;

THENCE SOUTH 80°28'57" EAST, A DISTANCE OF 54.25 FEET;

**FILE NO. 15-437
SHEET 1 OF 4**

EXHIBIT

PREPARED BY:

PITSKER AND ASSOCIATES
26689 PLEASANT PARK ROAD
BUILDING A, SUITE 200
CONIFER, COLORADO 80433
PH. (303) 674-6018/FAX (303) 838-7174

FILE NO. 15-437 DATE 05/20/2016

THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY

LEGAL DESCRIPTION

THENCE NORTH 89°53'50" EAST, A DISTANCE OF 40.62 FEET;
THENCE NORTH 78°37'28" EAST, A DISTANCE OF 40.58 FEET;
THENCE NORTH 80°29'59" EAST, A DISTANCE OF 57.30 FEET;
THENCE NORTH 74°27'40" EAST, A DISTANCE OF 38.85 FEET;
THENCE NORTH 67°39'27" EAST, A DISTANCE OF 48.99 FEET;
THENCE NORTH 61°52'43" EAST, A DISTANCE OF 41.26 FEET, MORE OR LESS, TO A
POINT ON THE SOUTHERLY EDGE OF EXISTING GENESEE DRIVE.

**FILE NO. 15-437
SHEET 2 OF 4**

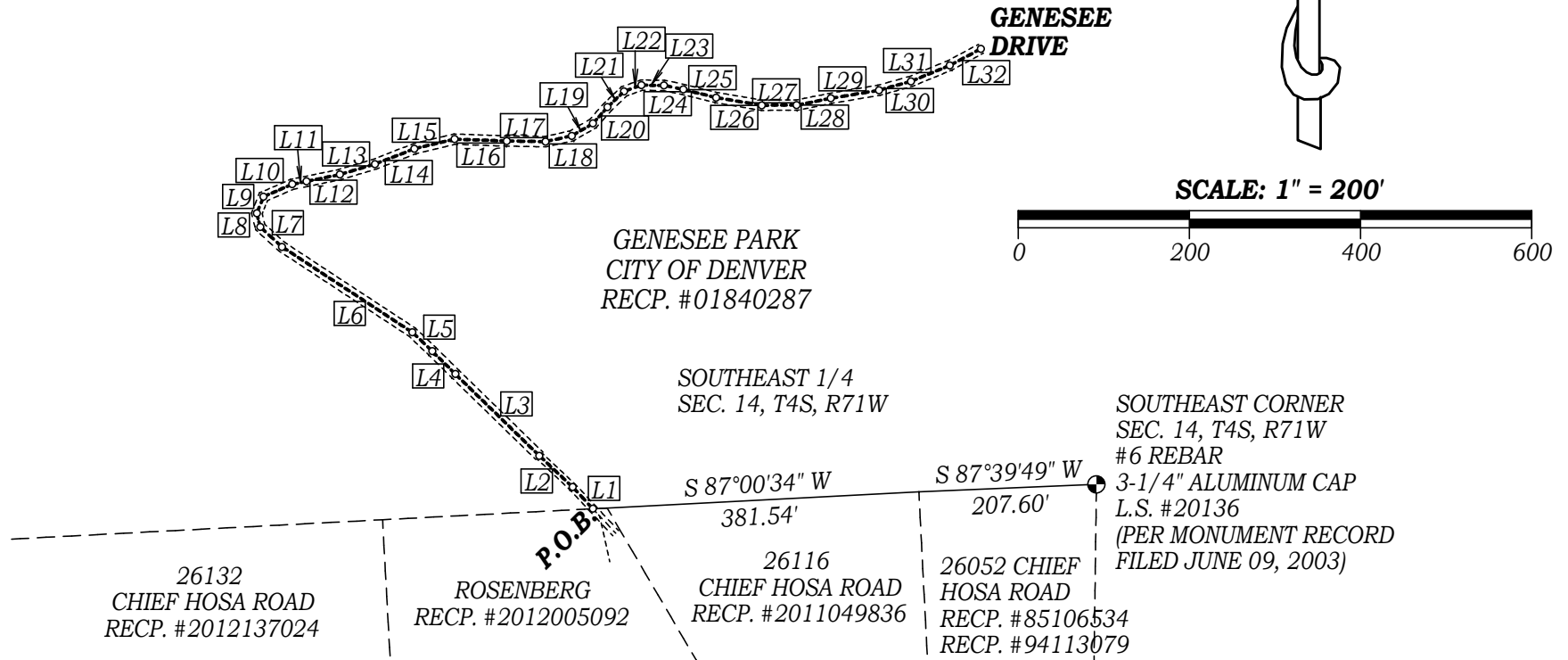
EXHIBIT

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FILE NO. 15-437 DATE 05/20/2016

THIS EXHIBIT DOES NOT REPRESENT
A BOUNDARY SURVEY



FILE NO. 15-437
SHEET 3 OF 4

EXHIBIT

PREPARED BY:

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BUILDING A, SUITE 200
CONIFER, COLORADO 80433
PH. (303) 674-6018/FAX (303) 838-7174

FILE NO. 15-437 DATE 05/20/2016

THIS EXHIBIT DOES NOT REPRESENT
A BOUNDARY SURVEY

CENTERLINE ACCESS ROAD LINE DATA

	<i>Bearing</i>	<i>Distance</i>
L1	N 43°00'46" W	34.65'
L2	N 46°49'09" W	53.35'
L3	N 45°46'33" W	137.05'
L4	N 45°21'28" W	37.80'
L5	N 46°35'57" W	32.18'
L6	N 56°45'01" W	181.96'
L7	N 47°46'04" W	34.42'
L8	N 14°04'46" W	16.49'
L9	N 21°51'35" E	20.96'
L10	N 66°33'39" E	36.58'
L11	N 78°52'21" E	17.07'
L12	N 78°19'33" E	39.63'
L13	N 73°25'46" E	42.88'
L14	N 68°49'53" E	49.57'
L15	N 76°28'36" E	48.07'
L16	S 87°56'57" E	61.12'
L17	S 89°04'06" E	45.41'
L18	N 77°29'26" E	31.39'
L19	N 59°45'16" E	28.69'
L20	N 41°34'41" E	25.45'
L21	N 46°17'59" E	26.58'
L22	N 70°24'26" E	21.64'
L23	S 89°42'09" E	26.52'
L24	S 77°48'26" E	23.08'
L25	S 76°09'41" E	39.37'
L26	S 80°28'57" E	54.25'
L27	N 89°53'50" E	40.62'
L28	N 78°37'28" E	40.58'
L29	N 80°29'59" E	57.30'
L30	N 74°27'40" E	38.85'
L31	N 67°39'27" E	48.99'
L32	N 61°52'43" E	41.26'

**FILE NO. 15-437
SHEET 4 OF 4**