

ACCESS EASEMENT
(Central Platte Campus Facilities)

THIS ACCESS EASEMENT ("EASEMENT"), made this 27th day of August, 2010, between the CITY AND COUNTY OF DENVER, a Colorado municipal corporation and a home rule city ("Grantor" or "City"), and the CENTRAL PLATTE CAMPUS FACILITIES LEASING TRUST 2010, a trust under the laws of the State of Colorado, ("Grantee");

WHEREAS: The City has entered into the Facilities Lease No 2010A of even date herewith recorded at _____ ("2010A Facilities Lease") for the lease to the Grantee of the improvements on the site as depicted on Exhibit 2;

WITNESSETH:

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day and by these presents does grant, transfer and deliver unto the Grantee a non-exclusive, limited term easement to enter upon the lands hereinafter described at all times for the sole purpose of ingress and egress to the adjacent leased improvements depicted on Exhibit 2, attached hereto and incorporated herein.

The Easement granted herein is located in the City and County of Denver, State of Colorado, and is over, across, and through the land described as follows (the "Easement Property"):

SEE EXHIBIT 1
ATTACHED HERETO AND INCORPORATED HEREIN

To have and hold such Easement unto the Grantee and unto its successors and assigns for a term to run concurrently with the 2010 Facilities Lease and subject to all encumbrances of record. This Easement is granted in an AS IS, WHERE IS condition.

Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable State or federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Easement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver District Court in the City and County of Denver, Colorado.

All obligations of Grantor hereunder are subject to the prior appropriation of monies for

10-843-A

such purposes by the Denver City Council and paid into the Treasury. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants herein shall apply to and run with the land, for so long as the Grantee continues to lease the improvements pursuant to the 2010A Facilities Lease. Upon termination of the 2010A Facilities Lease, this easement shall automatically terminate without further action of the parties, their successors, or assigns.

The Grantee shall use its best efforts not to disturb or alter the Easement Property. Grantee shall, at the Grantee's sole cost and expense, restore the Easement Property, area, utilities, and improvements to substantially the same condition and grade as the same were in prior to any activity of the Grantee. The Grantee's use of the Easement shall not interfere with the City's ability to use its Property.

The City retains the right to the undisturbed use and occupancy of the Property insofar as the use and occupancy is consistent with and does not impair any grant in this Easement and except as otherwise provided in this Easement. The City reserves the full use of the Easement Property that is not inconsistent with the Easement, including the right to grant additional easements or licenses for utilities or otherwise within the Easement Property.

Remainder of page left intentionally blank.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and official seals as of the date first written above.

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By: _____
Mayor

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for
the City and County of Denver

By: _____
Assistant City Attorney

CENTRAL PLATTE CAMPUS FACILITIES LEASING
TRUST 2010

By: _____
(signature)

Name: _____
(please print)

Title: _____
"GRANTEE"

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010
by _____, as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 1

EASEMENT PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION

A parcel of land located in the Southeast Quarter, Southwest Quarter and Northwest Quarter of Section 9, Township 4 South, Range 68 West, of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows;

For the purpose of this description the bearings are based on the southerly line of the Southwest Quarter of the Northwest Quarter, Section 9, T-4-S, R-68-W, 6th PM, assumed to bear South 89°53'08" East. Monumented by a 5" stone at the west end and a 3.25" Aluminum Cap stamped LS 16401 at the east end of said southerly line.

Commencing at the Southwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 9;

THENCE South 89°52'38" East a distance of 691.99 feet, along the southerly line of said Northwest Quarter of the Southeast Quarter;

THENCE North 00°21'17" East a distance of 30.00 feet, to a point on the Northerly Right of Way of West Bayaud Avenue, as described in Book 2428 at Page 284, recorded on April 1, 1916, and the POINT OF BEGINNING;

THENCE North 89°52'38" West, a distance of 36.00 feet, along said Northerly Right of Way line;

THENCE North 00°21'17" East, a distance of 49.32 feet, to a point of curvature;

THENCE along a curve to the left with an arc length of 275.07 feet and a radius of 212.00 feet, thru a central angle of 74°20'26", with a chord bearing of North 36°48'55" West, and a chord length of 256.17 feet, to a point of tangency;

THENCE North 73°59'08" West, a distance of 227.08 feet, to a point of curvature;

THENCE along a curve to the right with an arc length of 210.82 feet and a radius of 433.00 feet, thru a central angle of 27°53'45", with a chord bearing of North 60°02'16" West, and a chord length of 208.74 feet, to a point of tangency;

THENCE North 46°05'23" West, a distance of 1145.94 feet;

THENCE North 43°54'37" East, a distance of 36.00 feet;

THENCE South 46°05'23" East, a distance of 1145.94 feet, to a point of curvature;

THENCE along a curve to the left with an arc length of 193.29 feet and a radius of 397.00 feet, thru a central angle of 27°53'45", with a chord bearing of South 60°02'16" East, and a chord length of 191.39 feet, to a point of tangency;

THENCE South 73°59'08" East, a distance of 227.08 feet, to a point of curvature;

THENCE along a curve to the right with an arc length of 321.78 feet and a radius of 248.00 feet, thru a central angle of 74°20'26", with a chord bearing of South 36°48'55" East, and a chord length of 299.68 feet, to a point of tangency;

THENCE South 00°21'17" West, a distance of 49.18 feet, to the POINT OF BEGINNING;

Containing an area of 69,219 Square Feet or 1.5890 Acres, more or less.

ASI JOB NO.: 2306-021

REVISED: July 31, 2010

For and on Behalf of ALTA SURVEYING, Inc.

2603 Payne Ct

Erie CO 80516

303-726-3939

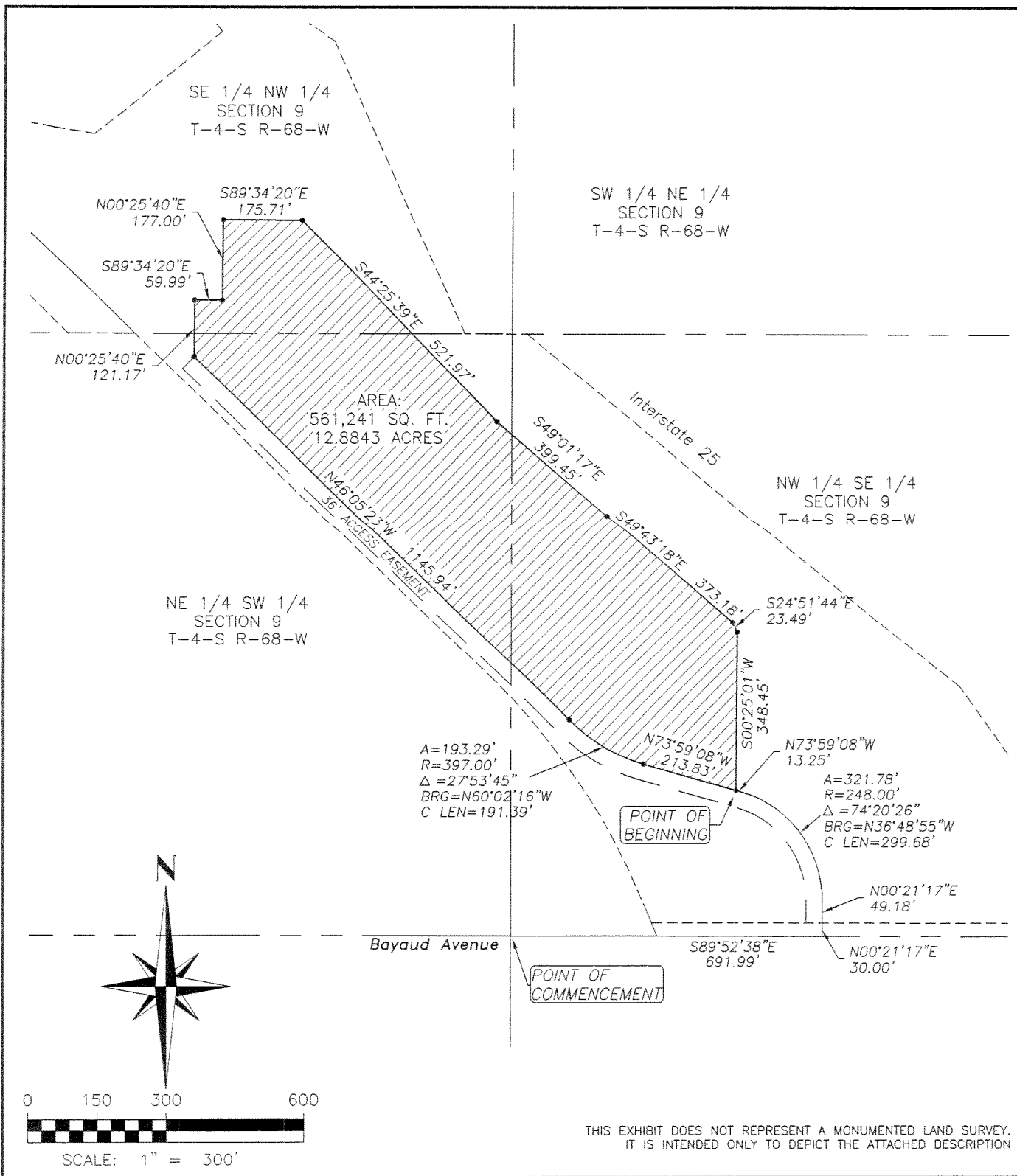
John A. Dickson, PLS 28649

D:\2306 CCD Asset Mgt-021\Legal Desc COPS Access Esmt.doc

EXHIBIT 2

Depiction of Adjacent Leased Improvements at the Site

EXHIBIT



JOB NO.: 2306-021
 SCALE: 1" = 300'
 DATE: 7/31/10
 SURVEYOR: JD
 DRAWN BY: JD

COPS PARCEL
 CENTRAL PLATTE CAMPUS
 CITY & COUNTY OF DENVER

ALTA SURVEYING INC.
 2603 PAYNE CT. ERIE, CO 80516
 PH. 303-726-3939 FAX 720-208-9469