

EASEMENT AGREEMENT

File No. 20100044-008

**CITY & COUNTY OF DENVER
ASSET MANAGEMENT
201 W. COLFAX AVE DEPT 1010
DENVER, CO 80202**

KNOW ALL MEN BY THESE PRESENTS:

That **Solomon Health Care, LLC**, whose legal address is 245 S. Benton Street, Suite 100, Lakewood, Colorado 80226, hereinafter referred to as "Grantor", for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, its successors and assigns, hereinafter referred to as the "City", a permanent, non-exclusive easement ("Easement") to locate, install, construct, inspect, operate, maintain, repair, remove, replace, relocate and reconstruct facilities for stormwater, sewage, and related purposes, including related underground and surface facilities and appurtenances thereto ("Public Improvements"), into, within, over, upon, across, through and under the following described parcel of land ("Easement Property"):

See Exhibit(s) A attached hereto

Grantor hereby warrants and covenants that Grantor has full right and lawful authority to grant the Easement and has fee simple title to the Easement Property.

The interest granted to City herein shall specifically include any after acquired rights of Grantor in the Easement Property, to the extent of the Easement rights herein stated.

If ingress to and egress from the Easement Property from and to a public road or highway is not available, Grantor grants to City the right of ingress to and egress from the Easement Property over and across adjacent land owned by Grantor by means of roads and lanes thereon, if such exist, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor.

Grantor further grants to City the right from time to time to trim and to cut down and clear away any and all trees, brush and other obstructions now or hereafter on the Easement Property, and to trim and to cut down and clear away any trees on either side of the Easement Property, which now or hereafter in the reasonable determination of City may be a hazard to the location, installation, construction, inspection, operation, maintenance, repair, removal, replacement, relocation or reconstruction of the Public Improvements, or may interfere with the exercise of City's rights hereunder.

Grantor releases the City and County of Denver from any and all claims for damages arising in any way or incident to the location, installation, construction, inspection, operation, maintenance, repair, removal, replacement, relocation and/or reconstruction by the City, or its agents, of the Public Improvements across the Easement Property ("Claims") unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City.

Except as otherwise provided herein, Grantor, its successors and assigns, reserves the right to fully use and enjoy the Easement Property, so long as such use and enjoyment shall not interfere with the location, installation, construction, inspection, operation, maintenance, repair, removal,

12-006
Asset Mgmt. #:

Asset Management:
Date: 1-9-12

Approved
SEN

Project Description: WWM
Storm & Sanitary Lines - Loop

replacement, relocation, and reconstruction of the Easement facilities installed or permitted to be installed by City. Grantor covenants and agrees that, effective as of the date of this Easement Agreement, the Grantor shall not erect, install, place, or permit any building, structure, wall, fence, tree, or other below- or above- ground obstruction upon the Easement Property.

The City agrees to restore landscaping, irrigation systems, pavement and sidewalks to a condition similar to what it was prior to the City's activities, except as necessarily modified to accommodate the Public Improvements.

In the event the terms of this Easement are violated, such violation shall immediately be corrected by Grantor upon receipt of written notice from the City or, if Grantor does not correct the violation within the time designated in such notice, the City may elect to correct or eliminate such violation at the Grantor's expense. The Grantor shall promptly reimburse the City for all costs and expenses incurred by the City in enforcing the terms of the Easement Agreement.

The provisions of this Easement Agreement shall inure to the benefit of and bind the successors and assigns of the Grantor and City. All covenants stated in this Easement Agreement shall apply to and run with the land.

"GRANTOR"

Signed and delivered this 17th day of MAY, 2011.

GRANTOR: **Solomon Health Care, LLC**

By: David Sebbag

Printed Name: DAVID SEBBAG

Title: M. MEMBER

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17 day of May, 2011, by David Sebbag as Managing Member.

My commission expires: 7/28/13.

WITNESS my hand and official seal.

Rita Dickson
Notary Public

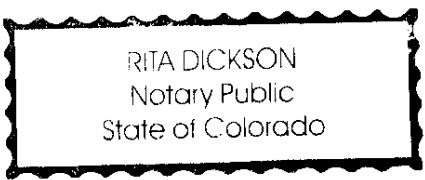


EXHIBIT "A"

Project No. 20100044

File No. 20100044-008

DESCRIPTION

A 30.00 foot wide utility easement over and across a part of a parcel of land described at Reception Number 2002072540 in the Clerk and Recorders Office of the City and County of Denver, located in a part of the Northeast Quarter of Section 9, Township 4 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being 15.00 feet on each side of the following described centerline:

COMMENCING at the northwest corner of said parcel of land described at Reception Number 2002072540;
thence North 71°39'22" East, along the northerly line of said parcel of land, a distance of 148.20 feet to the **POINT OF BEGINNING**;

thence South 43°23'49" East a distance of 83.17 feet;
thence South 53°08'41" East a distance of 108.12 feet;
thence North 81°44'40" East a distance of 353.94 feet;
thence South 36°32'45" East a distance of 202.41 feet, to **Point A**;
thence South 46°52'45" West a distance of 319.49 feet;
thence South 38°18'25" East a distance of 32.30 feet to the southeasterly line of said parcel of land described at Reception Number 2002072540 and the **POINT OF TERMINUS**.

The sidelines of said strip are lengthened or shortened to begin at said northerly line of a parcel of land described at Reception Number 2002072540, meet at angle points and end at said southeasterly line of a parcel of land described at Reception Number 2002072540.

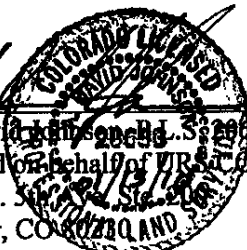
Together with:

A 30.00 foot wide utility easement over and across a part of a parcel of land described at Reception Number 2002072540 in the Clerk and Recorders Office, City and County of Denver, State of Colorado, being 15.00 feet on each side of the following described centerline:

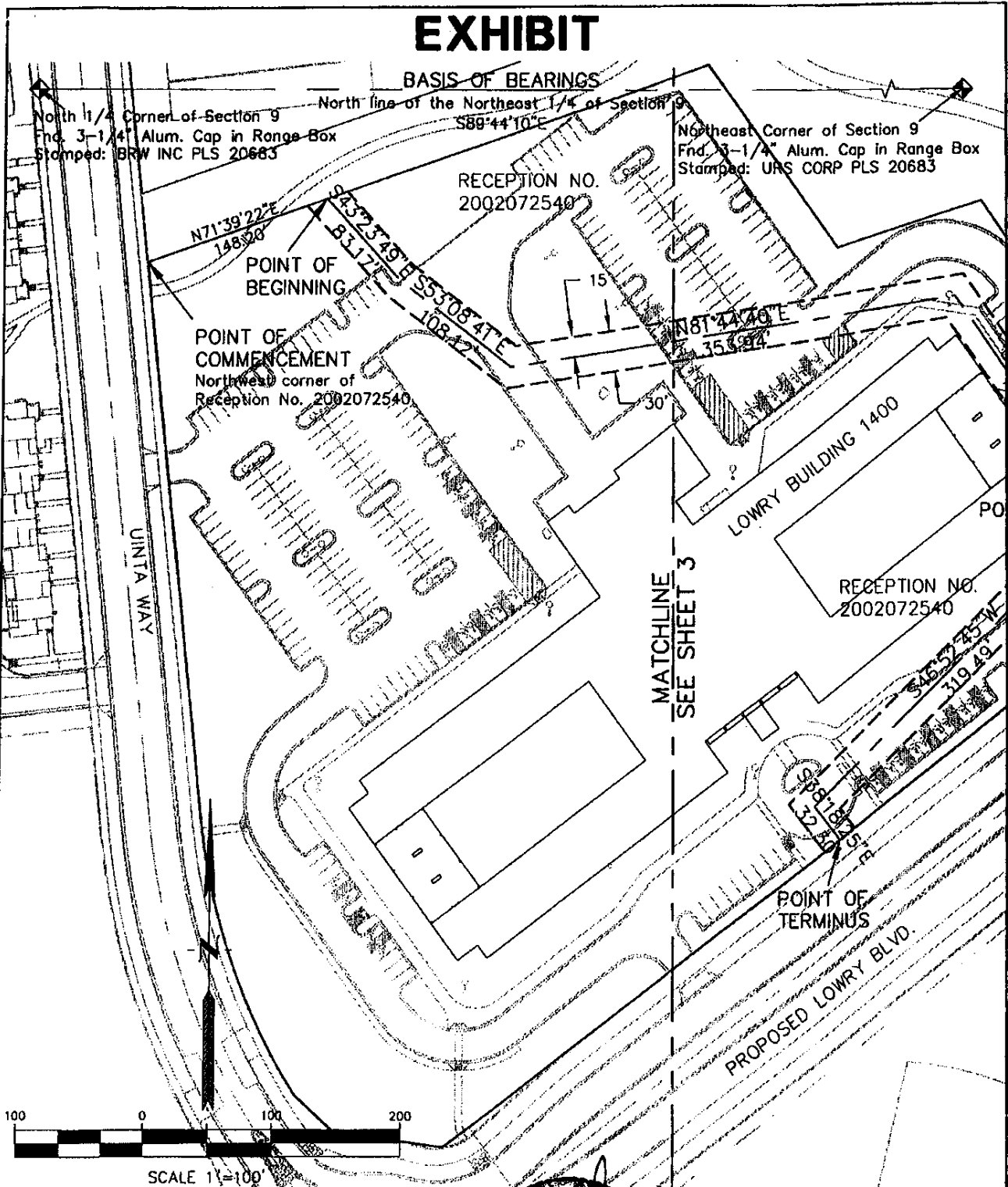
BEGINNING at the above described **Point A**
thence South 36°32'45" East a distance of 68.91 feet to the southeasterly line of said parcel of land described at Reception Number 2002072540 and the **POINT OF TERMINUS**.

The sidelines of said strip are lengthened or shortened to begin at the southerly line of said easement described above, meet at angle points and end at said southeasterly line of a parcel of land described at Reception Number 2002072540.

BASIS OF BEARINGS: Bearings are based on the north line of the Northeast Quarter of Section 9, Township 4 South, Range 67 West of the Sixth Principal Meridian as being South 89°44'10" East. The bearing of said north line is shown on the City and County of Denver Lowry Air Force Base Boundary Survey under project No. 94-576, dated 4/09/96 and recorded in Book 23 of the County Surveyor's Land Survey/Right-of-way Surveys at Pages 102-103. The North Quarter Corner of said Section 9 is marked by a found 3-1/4" aluminum cap stamped: BRW INC PLS 20683. The Northeast Quarter Corner of said Section 9 is marked by a found 3-1/4" aluminum cap stamped: URS CORP PLS 20683.


01/13/10
A. David Johnson, P.E. License No. 320683
For and on behalf of URS CORP
8158 E. South Broadway, Suite 206
Denver, CO 80231
ph (303)592-2831
I:\PROJECTS_INF\22241028_Lowry_Master\6.0 Projects\001-
Survey\LEGALS\lowry_blvd\Solomon\Soloman-storm.doc
1/13/2010 10:15 AM

EXHIBIT



URS

8181 E. Tufts Ave.
 Denver, CO 80237
 ph (303)740-2600

EXHIBIT ACCOMPANYING DESCRIPTION
 A part of Northeast 1/4 of
 Section 9, T4S, R67W,
 of the 6th Principal Meridian
 DENVER EXHIBIT COLORADO

Drawn by: JKB | Checked by: ADJ | Sheet No. 3 of 4 Sheet(s)

*This exhibit does not represent a monumented survey.
 It is intended only to depict the attached description.*

EXHIBIT

ASIS OF BEARINGS

the Northeast 1/4 of Section 9
 S89°44'10"E

Northeast Corner of Section 9
 Fnd. 1 1/4" Alum. Cap in Range Box
 Stamped: URS CORP PLS 20683

RECEPTION NO.
 2002072540

S53°08'41"E
 108.42'
 15'
 N81°44'40"E
 35.38'

LOWRY BUILDING 1400

RECEPTION NO.
 2002072540

S36°32'45"E
 68.91'

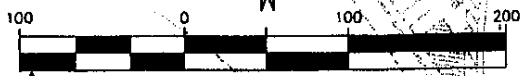
SEE SHEET 2
 MATCHLINE

S46°52'45"W
 319.49'

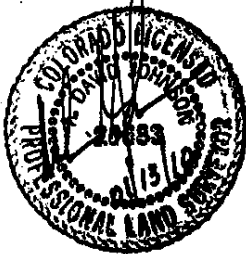
POINT OF TERMINUS

POINT OF TERMINUS

PROPOSED LOWRY BLVD.



SCALE 1"=100'



URS	8181 E. Tufts Ave. Denver, CO 80237 ph (303)740-2600
	EXHIBIT ACCOMPANYING DESCRIPTION A part of Northeast 1/4 of Section 9, T4S, R67W, of the 6th Principal Meridian
DENVER	COLORADO
Drawn by JKB Checked by ADJ Sheet No. 4 of 4 Sheet(s)	

*This exhibit does not represent a monumented survey.
 It is intended only to depict the attached description.*