

AFTER RECORDATION PLEASE RETURN TO:

Peck, Shaffer & Williams LLP  
1801 Broadway, Suite 1700  
Denver, Colorado 80202  
Attention: Georgeann Becker, Esq.

10-843

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**FACILITIES LEASE NO. 2010A  
(CENTRAL PLATTE CAMPUS FACILITIES)**

**DATED AUGUST \_\_, 2010**

**BETWEEN**

**CITY AND COUNTY OF DENVER, COLORADO,  
AS LESSOR**

**AND**

**CENTRAL PLATTE CAMPUS FACILITIES LEASING TRUST 2010,  
AS LESSEE**

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**THIS FACILITIES LEASE NO. 2010A (CENTRAL PLATTE CAMPUS FACILITIES)** dated August \_\_, 2010 (this “2010A Facilities Lease”), is entered into between the **CITY AND COUNTY OF DENVER, COLORADO** (the “City”), as lessor, and the **CENTRAL PLATTE CAMPUS FACILITIES LEASING TRUST 2010** (the “Trust”), as lessee.

## **PREFACE**

Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease Purchase Agreement No. 2010A (Central Platte Campus Facilities) dated the date hereof (the “2010A Lease”) between the Trust, as lessor, and the City, as lessee.

## **RECITALS**

A. The City is authorized, pursuant to Article XX of the State Constitution and the Charter and its plenary grant of powers as a home rule city, to enter into lease purchase agreements in order to lease and acquire land, buildings, equipment and other property for governmental purposes and to purchase, receive, hold and enjoy or sell and dispose of, as lessor or as lessee, real and personal property.

B. The City owns (a) certain land (the “Land”) and certain recently constructed improvements located at 1271 West Bayaud in the City (the “Central Platte Campus Facilities”), as described on Exhibit A hereto. The City Council of the City (the “Council”) has determined that it is convenient and in furtherance of the governmental and proprietary purposes of the City and in the best interests of the City and its inhabitants that the City (a) pursuant to this 2010A Facilities Lease, lease to the Trust the Central Platte Campus Facilities, constituting the “Facilities Leased Property” hereunder, (b) grant an access easement to the Trust in respect of the Central Platte Campus Facilities and (c) enter into the 2010A Lease to provide for the leasing of the leasehold interest of the Trust in the Central Platte Campus Facilities, constituting the “Leased Property” under the 2010A Lease, from the Trust, as lessor, for use by the City, as lessee, for its governmental and proprietary purposes.

C. Pursuant to this 2010A Facilities Lease, the Facilities Leased Property is to be leased by the City, as lessor, to the Trust, as lessee, and pursuant to the 2010A Lease, the Facilities Leased Property thereunder is to be leased by the Trust, as lessor, to the City, as lessee, subject only to Permitted Encumbrances.

D. Pursuant to a Declaration and Indenture of Trust (Central Platte Campus Facilities Leasing Trust 2010) dated the date hereof (the “Indenture”) entered into by Zions First National Bank, Denver, Colorado, as trustee (the “Trustee”), the Trust will be created and there will be executed and delivered Certificates of Participation, Series 2010A, in the aggregate principal amount of \$ \_\_\_\_\_ (the “2010A Certificates”) evidencing an assignment of interests in payments to be made by the City as lessee under the 2010A Lease. Pursuant to the 2010A Lease, the proceeds from the execution and delivery of the 2010A Certificates, except for the proceeds used to provide for the payment of the costs of execution and delivery of the 2010A

Certificates, are to be paid by the Trust to the City in consideration for, and as the advance payment of all of the rentals due under, this 2010A Facilities Lease.

E. The execution, performance and delivery of this 2010A Facilities Lease, the 2010A Lease, the access easement described in Recital B. above and other related documents have been authorized, approved and directed by the City by ordinance enacted by the City Council.

F. The City proposes to enter into this 2010A Facilities Lease with the Trust as a material consideration for the Trust's agreement to lease the Facilities Leased Property to the City pursuant to the 2010A Lease.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**Section 1. Lease; Term; Environmental Covenant.** The City hereby leases to the Trust and the Trust hereby leases from the City, on the terms and conditions set forth herein, the Facilities Leased Property as described on Exhibit A, subject to the Permitted Encumbrances described on Exhibit B hereto.

The term of this 2010A Facilities Lease shall commence on the date hereof and shall end on December 1, 2040 (the "Facilities Lease Termination Date"), unless such term is sooner terminated as hereinafter provided. If prior to the Facilities Lease Termination Date, all of the Facilities Leased Property has been released by the Trust to the City pursuant to the 2010A Lease as a result of the City's payment of (a) the Purchase Option Price or (b) all Base Rentals and Additional Rentals as provided in Section 12.2 of the 2010A Lease, then the term of this 2010A Facilities Lease shall end immediately thereafter.

The Land and the Facilities Leased Property are subject to a pre-existing Environmental Covenant dated August 24, 2007, and recorded in the records of the City and County of Denver on October 8, 2007 at recording number 2007156394 and on November 8, 2007, at recording number 2007174743 and amended by Modification of Environmental Covenant recorded in the records of the City and County of Denver on July 21, 2009, at recording number 2009093443 (the "Environmental Covenant"). The Trust specifically agrees that it will not take any action in violation of the Environmental Covenant, will not permit third parties under the Trustee's control (any entity that the Trustee has a right to elect a majority of its governing body) to violate the Environmental Covenant and, following an Event of Nonappropriation or an Event of Lease Default, in the event that the Trustee shall lease the Facilities Leased Property to any entity other than the City, the Trustee shall include in a provision in such sublease, unless and until the Environmental Covenant is released, to the effect that the new sublessee is required to comply with the Environmental Covenant and stating that the new sublessee may be held liable for any actions it takes in violation of the Environmental Covenant.

**Section 2. Rental.** The City acknowledges receipt from the Trust, as and for all rentals hereunder, paid in advance and in full, the sum of \$\_\_\_\_\_, which sum constitutes consideration for (a) the leasehold interest in the Facilities Leased Property granted to the Trust pursuant to this 2010A Facilities Lease and (b) the execution and delivery of the 2010A

Lease. The City hereby determines that such amount is reasonable consideration for the leasing of the Facilities Leased Property to the Trust pursuant to this 2010A Facilities Lease for the term of this 2010A Facilities Lease.

**Section 3. Purpose.** So long as no Event of Lease Default or Event of Nonappropriation has occurred, the Trust shall use the Facilities Leased Property solely for the purpose of leasing the Facilities Leased Property to the City pursuant to the 2010A Lease and for such purposes as may be incidental thereto; provided, that upon the occurrence of an Event of Nonappropriation or an Event of Lease Default, the City shall vacate the Facilities Leased Property as provided in the 2010A Lease and the Trustee, on behalf of the Trust, may exercise the remedies provided in this 2010A Facilities Lease and the 2010A Lease.

**Section 4. Owner in Fee.** The City covenants that it is the owner in fee of the Land, subject only to the Permitted Encumbrances described on Exhibit B hereto and is the owner of the Central Platte Campus Facilities.

**Section 5. Sales, Assignments and Subleases.** Unless an Event of Nonappropriation or an Event of Lease Default shall have occurred and except as may otherwise be provided in the 2010A Lease, the Trustee, on behalf of the Trust, may not sell or assign the rights and interests of the Trust under this 2010A Facilities Lease or sublet the Facilities Leased Property without the written consent of the Manager of Finance.

In the event that (a) the 2010A Lease is terminated for any reason and (b) this 2010A Facilities Lease is not terminated, the Trustee, on behalf of the Trust, may sublease the Facilities Leased Property or any portion thereof, or sell or assign the Trust's leasehold interests created by this 2010A Facilities Lease, pursuant to the terms of the 2010A Lease and any purchaser from or sublessee or assignee of the Trust may sell or assign its interests in the Facilities Leased Property, subject to the terms of this 2010A Facilities Lease and the 2010A Lease. The City and the Trust (or any purchaser from or assignee or lessee of the Trust) agree that, except as permitted by this 2010A Facilities Lease and the 2010A Lease and except for Permitted Encumbrances (including purchase options under the 2010A Lease), neither the City, the Trust nor any purchaser from or lessee or assignee of the Trust will sell, mortgage or encumber the Facilities Leased Property or any portion thereof during the term of this 2010A Facilities Lease.

**Section 6. Right of Entry.** The City reserves the right, for purposes under the Environmental Covenant for any duly authorized representatives under the Environmental Covenant to enter upon the Land and the Facilities Leased Property at any reasonable time for the purposes described in the Environmental Covenant. The City further reserves the right, so long as no Event of Nonappropriation or Event of Lease Default shall have occurred, for any of its duly authorized representatives to enter upon the Land and the Facilities Leased Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

**Section 7. Termination.** The Trust agrees, upon the termination of this 2010A Facilities Lease, to quit and surrender the Facilities Leased Property and agrees that any permanent improvements and structures existing upon the Facilities Leased Property at the time

of the termination of this 2010A Facilities Lease shall remain thereon and title thereto shall vest in the City.

**Section 8. Default.** In the event the Trust shall be in default in the performance of any obligation on its part to be performed under the terms of this 2010A Facilities Lease, which default continues for 30 days following notice and demand for correction thereof to the Trustee, the City may exercise any and all remedies granted by law, except that (a) no merger of this 2010A Facilities Lease and of the 2010A Lease shall be deemed to occur as a result thereof and (b) the Base Rentals due under the 2010A Lease shall continue to be paid to the Trust, except as otherwise provided in the 2010A Lease. In addition, so long as the 2010A Certificates are outstanding under the Indenture, this 2010A Facilities Lease shall not be terminated except as described in Section 7 hereof.

**Section 9. Quiet Enjoyment and Acknowledgment of Ownership; Release of Administrative Facility.** The Trust at all times during the term of this 2010A Facilities Lease shall peaceably and quietly have, hold and enjoy the Facilities Leased Property subject to the provisions of the 2010A Lease, and the City hereby acknowledges that the Trust shall have a leasehold interest in the Facilities Leased Property and all additional improvements or additions to be made to the Facilities Leased Property subject to this 2010A Facilities Lease and the 2010A Lease. The Administrative Facility (as defined in Exhibit A hereto) shall be released from this 2010A Facilities Lease and shall not constitute Facilities Leased Property hereunder upon the occurrence of certain circumstances and pursuant to the terms of the 2010A Lease.

**Section 10. Waiver of Personal Liability of the Trust and the Trustee.** All liabilities under this 2010A Facilities Lease on the part of the Trust and the Trustee are solely liabilities of the Trust and the Trustee, and the City hereby releases each and every member, director, employee and officer of the Trust and the Trustee of and from any personal or individual liability under this 2010A Facilities Lease. No member, director, employee or officer of the Trust and the Trustee shall at any time or under any circumstances be individually or personally liable under this 2010A Facilities Lease for anything done or omitted to be done by the Trust and the Trustee hereunder.

**Section 11. Taxes; Maintenance; Insurance.** During the Lease Term of the 2010A Lease and in accordance with the provisions of the 2010A Lease, the City covenants and agrees to pay any and all assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Facilities Leased Property and all maintenance costs and utility charges in connection with the Facilities Leased Property. In the event that (a) the 2010A Lease is terminated for any reason, (b) this 2010A Facilities Lease is not terminated and (c) the Trustee, on behalf of the Trust, subleases all or any portion of the Facilities Leased Property or sells or assigns its leasehold interest created by this 2010A Facilities Lease, the Trustee, on behalf of the Trust, shall pay or cause to be paid when due, solely from the proceeds of such sale, subleasing or assignment, all taxes and assessments imposed thereon and maintain the Facilities Leased Property in good condition and in good working order, unless such taxes and assessments are paid directly by the purchaser, sublessee or assignee of the Facilities Leased Property.

The provisions of the 2010A Lease shall govern with respect to the maintenance of insurance hereunder during the Lease Term of the 2010A Lease. In the event that (a) the 2010A Lease is terminated for any reason, (b) this 2010A Facilities Lease is not terminated and (c) the Trustee subleases all or any portion of the Facilities Leased Property or sells or assigns its leasehold interest in this 2010A Facilities Lease, the Trustee, on behalf of the Trust, or any sublessee, purchaser or assignee of the Facilities Leased Property shall obtain and keep in force, (1) commercial general liability insurance against claims for personal injury, death or damage to property of others occurring on or in the Facilities Leased Property in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate and (2) property insurance in an amount not less than the full replacement value of the Facilities Leased Property. Any such insurance that is to be obtained by the Trustee, on behalf of the Trust, shall be paid for solely from the proceeds of such subleasing, sale or assignment or from moneys furnished to the Trustee under the Indenture. All such insurance shall name the Trust, the Trustee, any sublessee, purchaser or assignee and the City as insured. The Trust, the Trustee and the City shall waive any rights of subrogation with respect to the Trust, the Trustee and the City and any sublessee or assignee of the Trust, and their members, directors, officers, agents and employees, while acting within the scope of their employment, and each such insurance policy shall contain such a waiver of subrogation by the issuer of such policy.

**Section 12. Damage, Destruction or Condemnation.** The provisions of the 2010A Lease shall govern with respect to any damage, destruction or condemnation of the Facilities Leased Property during the Lease Term of the 2010A Lease. In the event that (a) the 2010A Lease is terminated for any reason and (b) this 2010A Facilities Lease is not terminated, and either (1) the Facilities Leased Property or any portion thereof is damaged or destroyed, in whole or in part, by fire or other casualty, or (2) title to or use of the Facilities Leased Property or any part thereof shall be taken under the exercise of the power of eminent domain, the City, the Trust and the Trustee, or any sublessee, purchaser or assignee of the Facilities Leased Property from the Trust shall cause the Net Proceeds of any insurance claim or condemnation award to be applied in accordance with the provisions of Article 10 of the 2010A Lease.

**Section 13. Partial Invalidity.** If any one or more of the terms, provisions, covenants or conditions of this 2010A Facilities Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this 2010A Facilities Lease shall be affected thereby, and each provision of this 2010A Facilities Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 14. No Merger.** The City, the Trust and the Trustee intend that the legal doctrine of merger shall have no application to this 2010A Facilities Lease and that neither the execution and delivery of the 2010A Lease by the Trustee, on behalf of the Trust, and the City nor the exercise of any remedies under this 2010A Facilities Lease or the 2010A Lease shall operate to terminate or extinguish this 2010A Facilities Lease or the 2010A Lease, except as specifically provided herein and therein.

**Section 15. Notices.** All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party

to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally, electronically or if mailed shall be made by United States registered mail, return receipt requested, postage prepaid, at the addresses indicated in the 2010A Lease, or to such other addresses as the respective parties may from time to time designate in writing.

**Section 16. Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this 2010A Facilities Lease.

**Section 17. Execution.** This 2010A Facilities Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same 2010A Facilities Lease.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this 2010A Facilities Lease the day and year first above written.

**CENTRAL PLATTE CAMPUS FACILITIES LEASING TRUST 2010**, as Lessor  
By its Trustee:  
**ZIONS FIRST NATIONAL BANK**

\_\_\_\_\_  
By: Stephanie Nicholls  
Its: Vice President and Assistant Manager

ATTEST:

**CITY AND COUNTY OF DENVER, COLORADO**,  
as Lessee

\_\_\_\_\_  
Stephanie Y. O'Malley,  
Clerk and Recorder, Ex-Officio  
Clerk of the City and County of Denver

\_\_\_\_\_  
Mayor

RECOMMENDED AND APPROVED:

\_\_\_\_\_  
Manager of Finance

\_\_\_\_\_  
Manager of Public Works

APPROVED AS TO FORM:

David R. Fine, Attorney for the  
City and County of Denver

By \_\_\_\_\_  
City Attorney

REGISTERED AND COUNTERSIGNED:

\_\_\_\_\_  
Manager of Finance

Auditor \_\_\_\_\_

Contract Control No. \_\_\_\_\_



**EXHIBIT A  
DESCRIPTION OF  
THE FACILITIES LEASED PROPERTY  
(CENTRAL PLATTE CAMPUS FACILITIES)  
AND LAND WHERE LEASEHOLD IS SITED**

Legal Description of the Land:

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;

THENCE North 00°21'17" East a distance of 49.18 feet, to a point of curvature;

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

THENCE North 73°59'08" West a distance of 13.25 feet, to the POINT OF BEGINNING;

THENCE North 73°59'08" West a distance of 213.83 feet, to a point of curvature;

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

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

THENCE North 00°25'40" East a distance of 121.17 feet;

THENCE South 89°34'20" East a distance of 59.99 feet;

THENCE North 00°25'40" East a distance of 177.00 feet;  
THENCE South 89°34'20" East, a distance of 175.71 feet;  
THENCE South 44°25'39" East, a distance of 521.97 feet;  
THENCE South 49°01'17" East, a distance of 399.45 feet;  
THENCE South 49°43'18" East, a distance of 373.18 feet;  
THENCE South 24°51'44" East, a distance of 23.49 feet;  
THENCE South 00°25'01" West, a distance of 348.45 feet, to the POINT OF BEGINNING;  
Containing an area of 561,241 Square Feet or 12.8843 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

Description of Central Platte Campus Facilities (as Leased Property under this Lease):

The recently constructed improvements located at 1271 West Bayaud, Denver, Colorado, situated on the Land, expected to provide for certain of the operations of the City's Department of Public Works and generally described as follows:

- (A) an enclosed garage facility for the storage of vehicles and equipment and a covered (but not enclosed) facility for vehicle parking (the "Parking Facilities"); and
- (B) an approximately 29,000 square foot administrative and warehousing facility and its associated parking lot for street maintenance and solid waste operations (the "Administrative Facility"); and
- (C) an approximately 38,000 square foot fleet maintenance center, with 18 service bays, to be used to perform vehicle service on the City's fleet (the "Maintenance Facility"); and
- (D) the remainder of the related parking, paving, sidewalk, drainage and landscaping improvements which are or will be situated on the Land (the "Related Site Improvements"); and
- (E) all other premises, buildings, improvements, including all fixtures attached thereto, which are or will be situated on the Land.

**EXHIBIT B**  
**PERMITTED ENCUMBRANCES**

Note: The Permitted Encumbrances identified in this Exhibit B are preliminary and subject to revision prior to the execution and delivery of the 2010A Lease.

1. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS, BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
2. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
3. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE LAND WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL THERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES OF RECORD FOR VALUE THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
6. ANY AND ALL UNPAID TAXES, ASSESSMENTS AND UNREDEEMED TAX SALES.
7. UNPATENTED MINING CLAIMS, RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
8. IN ADDITION, THE OWNER'S POLICY WILL BE SUBJECT TO THE MORTGAGE, IF ANY, NOTED IN SECTION 1 OF SCHEDULE B HEREOF.
9. EXISTING LEASES AND TENANCIES, IF ANY.
10. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS, BUT WHICH COULD BE ASCERTAINED BY MAKING INQUIRY OF THE LESSORS IN THE LEASE OR LEASES DESCRIBED OR REFERRED TO IN SCHEDULE A.
11. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE TERMS, COVENANTS AND CONDITIONS OF LEASE OR LEASES DESCRIBED OR REFERRED TO IN SCHEDULE A.
12. ANY RIGHTS, INTEREST, OR EASEMENTS IN FAVOR OF THE UNITED STATES, THE STATE OF COLORADO, THE CITY AND COUNTY OF DENVER, OR THE PUBLIC, WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS, OR WATERS OF THE SOUTH PLATTE RIVER.

13. ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL, AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION.
14. A RIGHT OF WAY FOR RAILROAD SERVICE AND INCIDENTAL PURPOSES GRANTED TO THE COLORADO AND SOUTHERN RAILWAY COMPANY IN THE INSTRUMENT RECORDED MARCH 2, 1918 IN BOOK 2647 AT PAGE 161.
15. AN EASEMENT FOR PURPOSES SPECIFIED THEREIN AND INCIDENTAL PURPOSES GRANTED TO THE PLATTE RIVER DEVELOPMENT COMMITTEE BY THE INSTRUMENT RECORDED DECEMBER 15, 1976 IN BOOK 1361 AT PAGE 61.
16. AN EASEMENT FOR THE RIGHT TO CONSTRUCT, MAINTAIN, SERVICE AND REPAIR UNDERGROUND PIPES OR MAINS FOR SEWAGE AND OTHER FLUIDS AND INCIDENTAL PURPOSES GRANTED TO THE METROPOLITAN DENVER SEWAGE DISPOSAL DISTRICT NO. 1 BY THE INSTRUMENT RECORDED MARCH 27, 1977 IN BOOK 1408 AT PAGE 613.
17. RIGHTS OF THE PUBLIC, STATE OF COLORADO AND CITY AND COUNTY OF DENVER TO ANY PORTION OF THE LAND TAKEN AND USED FOR PLATTE RIVER DRIVE.
18. EASEMENT GRANTED TO CITY AND COUNTY OF DENVER, FOR SANITARY SEWER, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 28, 1991, UNDER RECEPTION NO. R-91-0081835.
19. EASEMENT GRANTED TO CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, FOR WATER PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 13, 1992, UNDER RECEPTION NO. R-92-0078954.
20. EASEMENT GRANTED TO CITY AND COUNTY OF DENVER, FOR SIDEWALKS, GUTTERS, TRAFFIC CONTROL DEVICES, STREET AND PEDESTRIAN LIGHTING FIXTURES AND UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 20, 1993, UNDER RECEPTION NO. R-93-0007802.
21. ANY RIGHT, TITLE OR INTEREST IN OR TO A 20 FOOT STRIP OF LAND FOR SPUR TRACK AS EXCEPTED IN DEED RECORDED MARCH 31, 1909 IN BOOK 2027 AT PAGE 378.
22. RESERVATION TO THE UTILITY OWNERS FOR THE CONTINUED USE AND RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN TELEPHONE, GAS, POWER AND SANITARY SEWER LINES IN VACATED WEST 3RD AVENUE AS CONTAINED IN ORDINANCE OF THE CITY AND COUNTY OF DENVER RECORDED JANUARY 13, 1977 IN BOOK 1375 AT PAGE 425.
23. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 06, 2006, UNDER RECEPTION NO. 2006142601.

24. THE RIGHT TO LOCATE, CONSTRUCT, OPERATE AND MAINTAIN ONE OR MORE RAILWAY AND TELEGRAPH LINES AND INCIDENTAL PURPOSES AS GRANTED TO DENVER SOUTH PARK AND PACIFIC RAILROAD COMPANY BY INSTRUMENT RECORDED AUGUST 21, 1873 IN BOOK 49 AT PAGE 249.
25. ANY RIGHT, TITLE OR INTEREST IN AND TO THE STRIP OF LAND CONVEYED FOR RIGHT OF WAY IN BOOK 49 AT PAGE 249, AS SAID STRIP WAS SAVED AND EXCEPTED IN DEED RECORDED DECEMBER 10, 1919 IN BOOK 2847 AT PAGE 415.
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ENVIRONMENTAL COVENANT RECORDED OCTOBER 08, 2007 UNDER RECEPTION NO. 2007156394 AND RECORDED NOVEMBER 8, 2007 UNDER RECEPTION NO. 2007174743 AS MODIFIED BY INSTRUMENT RECORDED JULY 21, 2009 UNDER RECEPTION NO. 2009093443.
27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED SEPTEMBER 28, 2009 UNDER RECEPTION NO. 2009128495.
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DENVER CENTRAL PLATTE CAMPUS INDUSTRIAL SITE PLAN RECORDED SEPTEMBER 30, 2009 UNDER RECEPTION NO. 2009129272 AND AMENDMENT #1 THERETO RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 2009160206.
29. NOTWITHSTANDING THE INSURING CLAUSES OF THE POLICY, THE COMPANY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF A LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND.