

**PURCHASE AND SALE AGREEMENT**  
**(1701 Platte Street)**

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (“City”) and **THE NICHOLS PARTNERSHIP INC.**, a Colorado corporation, whose address is 1644 Platte Street, Suite 130, Denver, Colorado 80202 (“Purchaser”), collectively “the Parties”.

**W I T N E S S E T H:**

WHEREAS, the City owns certain real property in the City and County of Denver known as 1701 Platte Street, Denver, Colorado 80202 and has determined that it no longer requires ownership of the property for any City purpose;

WHEREAS, the recommending and approving City officials have determined that it is in the best interest of the City to sell the property to Purchaser subject to the terms and conditions set forth below; and

WHEREAS, Purchaser was selected by the City through a Request for Proposal (“RFP”) process and intends to construct a building on the Property (“Project”), as hereinafter defined, in substantial conformance with Purchaser’s RFP response to the City;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. PROPERTY TO BE PURCHASED: Subject to the terms, provisions, reservations, covenants and conditions herein contained, the City hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for the real property at 1701 Platte Street, Denver, Colorado 80202 which is more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference, together with all improvements, appurtenances and permanent fixtures, if any, of a permanent nature currently on the property (“Property”).

2. PURCHASE PRICE, TERMS AND CONDITION PRECEDENT: The purchase price to be paid by Purchaser for the Property shall be **THIRTEEN MILLION FIVE**

**HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$13,500,000.00)** (“Purchase Price”), payable to the City and County of Denver in good funds as follows: Purchaser shall make an earnest money deposit payable to the Manager of Finance in the amount of **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)**, to be held by the Title Company (as defined below), or other disbursement in accordance with the terms of this Agreement (“Earnest Money”); and **THIRTEEN MILLION FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$13,400,000.00)** at the time of Closing. The Earnest Money shall be due and payable by Purchaser on or before five (5) business days following the approval of this Agreement by the City Council.

2.1. Notwithstanding anything to the contrary in this Agreement, as conditions precedent to Closing, the City shall on or before Closing (i) obtain fee title ownership (including, if any, the removal of state highway designations under the control of the Colorado Department of Transportation to property located within the boundaries of the Property), (ii) complete the vacation of any right-of-way located within the boundaries of the Property, and (iii) complete the revocation of any Major Encumbrance Permits (MEPs), if any, affecting the Property that have been issued by the City in favor of third parties. In the event that the City is unable to satisfy the ownership condition provided in this Section 2.1 by the Closing, the Purchaser may either (1) extend Closing for up to one hundred eighty (180) days to satisfy the foregoing conditions, or (2) to terminate this Agreement and the Earnest Money shall be fully refundable to Purchaser. If City is unable to satisfy the foregoing ownership condition, the Purchaser acknowledges that its sole remedy shall be to terminate the Agreement and in no event shall Purchaser have any claims against the City for failure to satisfy the ownership condition.

3. ENVIRONMENTAL CONDITION: During the Due Diligence Period (defined below at Section 4), Purchaser, at its sole expense, may employ an environmental and geotechnical consultants to conduct an environmental audit of the Property. The City hereby grants Purchaser and its consultants the right to enter upon the Property to perform environmental testing and inspections, which may include borings and potholing for utility locates. The Purchaser shall give the City forty-eight (48) hours prior written notice before commencing the performance of any work on the Property. Upon completion of the inspection, the Purchaser’s consultant shall return the Property to the condition it was in prior to such testing. The purpose of the environmental audit shall be to identify any existing or potential

environmental problems located in, on, or under the Property, including but not limited to, the presence of hazardous substances. Purchaser has the right to seek damages for environmental conditions on the Property against any adjacent land owners and previous owners of the Property except the City. City shall provide Purchaser with copies of any environmental studies or data it has regarding the Property, if any. Purchaser shall provide City, without charge, a copy of any environmental studies performed or data collected by or on behalf of Purchaser regarding the Property. All environmental audits and testing shall be completed no later than the expiration of the Due Diligence Period, as may be extended pursuant to Section 4. Purchaser acknowledges and agrees that it is purchasing the Property in an “As Is Where Is” condition.

4. PHYSICAL INSPECTION: Purchaser shall have ninety (90) days from the date of the City delivers a fully executed copy of the Agreement to Purchaser in which to inspect the Property (“Due Diligence Period”); provided, however that if Purchaser’s initial environmental testing discloses the need for a Phase II environmental assessment, Purchaser shall have the right by written notice to the City delivered on or before expiration of the original Due Diligence Period, to extend the Due Diligence Period for an additional ninety (90) days. During the Due Diligence Period, Purchaser shall have the right to inspect the physical condition of the Property at the Purchaser’s expense. The City hereby grants Purchaser and its consultants the right to enter onto the Property during the Due Diligence Period to perform such inspections in accordance with the terms of a site access permit to be issued by the Director of Real Estate (“Director”). The Purchaser shall give the City forty-eight (48) hours prior written notice before accessing the Property to commence any work. Upon completion of the inspection, Purchaser shall return the Property to the condition it was in prior to such inspection. At any time on or before the expiration of the Due Diligence Period, Purchaser, in its sole and absolute discretion, may terminate this Agreement by written notice to City of such election on or before the expiration of the Due Diligence Period. If this Agreement is not terminated pursuant to this Section 4, the Earnest Money shall be non-refundable, and except for the default of City as set forth in Section 15 hereof or termination pursuant to Section 1 hereof, the Earnest Money shall be retained by City. In the event the transaction closes, Purchaser shall receive a credit against the Purchase Price in the amount of the Earnest Money.

5. OBJECTIONS/RESOLUTIONS: If written notice of any unsatisfactory environmental or physical condition, signed by the Purchaser, is not received by the City on or

before the expiration of the Due Diligence Period, then such items shall be deemed to be satisfactory to the Purchaser. If written notice of any unsatisfactory, environmental or physical condition, signed by the Purchaser, is given to the City as set forth above, and if the City gives notice to Purchaser prior to the expiration of the Due Diligence Period that it will cure such defect prior to Closing and subsequently fails to cure such defect on or before Closing, the Purchaser in its sole discretion may elect to (i) waive such defect itself and proceed to Closing; (ii) cure such defect itself and proceed to Closing; or (iii) terminate this Agreement and receive a return of its Earnest Money.

6. EVIDENCE OF TITLE: Purchaser may obtain, at Purchaser's sole cost and expense, a current commitment for owner's title insurance policy for the Property ("Title Commitment") in an amount equal to the Purchase Price from Land Title Guarantee Company ("Title Company") within thirty (30) days from the date of this Agreement. The Title Commitment, together with any copies or abstracts of instruments furnished pursuant to this Section 6, constitute the title documents ("Title Documents") and a copy of which, if obtained, shall be delivered to the City within five (5) days of Purchaser's receipt of the Title Commitment and Title Documents. The City shall pay the premium at Closing for the base title policy and Purchaser shall pay the cost of any endorsements or coverage for Purchaser's lender.

7. TITLE:

(a) Title Review: The Purchaser shall have the right to inspect the Title Documents. Written notice by the Purchaser to the City of unmerchantability of title or any other unsatisfactory title condition shown by the Title Documents shall be signed by the Purchaser or its attorneys and given to the City on or before thirty (30) days prior to the expiration of the Due Diligence Period. If the City does not receive the Purchaser's notice by the date specified above, the Purchaser shall be deemed to have accepted the condition of title as disclosed by the Title Documents as satisfactory.

(b) Survey and Matters Not Shown by the Public Records. The City shall deliver to Purchaser within fifteen (15) days from the date of this Agreement, true copies of all lease(s) and survey(s) in the City's possession pertaining to the Property, if any, and shall disclose to the Purchaser all easements, liens or other title matters not shown by the public records of which the Director has actual knowledge. The Purchaser shall have the right to inspect the Property during the Due Diligence Period to determine if any third party has any right

in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). The Purchaser, at Purchaser's expense, may obtain a current survey of the Property, certified by a licensed Colorado surveyor reasonably acceptable to the City, showing thereon the correct legal description, property dimensions, easements, rights-of-way and encroachments, if any, recorded or in place, and all improvements, with the dimensions thereof, certified to the City, Purchaser and to the Title Company. Written notice of any unsatisfactory condition(s) discovered by the survey or disclosed by the City or revealed by the inspection shall be signed by the Purchaser and given to the City no later than ten (10) days prior to the expiration of the Due Diligence Period. If the City does not receive the Purchaser's notice by said date, the Purchaser shall be deemed to have accepted title subject to such rights, if any, of third parties of which the Purchaser has knowledge.

(c) Right to Cure. If the City receives notice of any unsatisfactory title matter, or other condition(s) revealed by a survey or inspection as provided in subsection (a) or (b) above or as otherwise given by the Purchaser, the City may elect by written notice to Purchaser prior to the expiration of the Due Diligence Period, but is not required, to cure such unsatisfactory condition(s) prior to Closing. If the City determines not to cure said unsatisfactory condition(s) on or before Closing, the Purchaser, in its sole discretion, may elect to (i) waive such defect and proceed to Closing; (ii) cure such defect itself; or (iii) terminate this Agreement and receive a return of its Earnest Money.

8. DATE OF CLOSING: The date of closing of the purchase and sale transaction contemplated herein shall be on or before thirty (30) calendar days following the expiration of the Due Diligence Period ("Closing"), which may be extended for up to ninety (90) days upon written notice from Purchaser to the City no later than five (5) days prior to the scheduled Closing date. The hour and place of Closing shall be as designated by the City. The Director may agree to the Closing date on behalf of the City.

9. TRANSFER OF TITLE: Subject to completion of all prerequisites to Closing set forth herein and the tender of the Purchase Price, the City shall execute and deliver a Quit Claim Deed to the Purchaser at Closing, in substantially the form set forth in **Exhibit B**, attached hereto and incorporated herein ("Deed"), conveying the Property free and clear of all taxes except the general taxes for the year of Closing, and subject to building and zoning regulations.

10. POSSESSION: Possession of the Property shall be delivered to Purchaser at Closing.

11. PAYMENT OF ENCUMBRANCES: Any encumbrance caused by the City and specifically assumed and required to be paid by the City shall be paid at or before Closing.

12. CLOSING COSTS, DOCUMENTS AND SERVICES: Purchaser shall pay all closing costs at Closing. Purchaser and City shall sign and complete all customary or required documents at or before Closing, subject to such documents being approved by the City Attorney's office and in compliance with all laws, the Revised Municipal Code of the City and County of Denver, and the Charter and Ordinances of the City and County of Denver as the same may be amended from time to time. The Director, or his designee, are hereby authorized to execute on behalf of the City any and all documents necessary or helpful to close the transaction contemplated herein, provided no such document transfers title to real property or must be recorded in the real property records of the City and County of Denver. The Deed shall be executed by the Mayor, the Clerk and Recorder, the Manager of Finance and the Auditor.

13. PRORATIONS: General taxes and assessments for the year of Closing, based on the most recent levy and the most recent assessment, rents, water, sewer and other utility charges shall be prorated to date of Closing and paid at Closing (with the City getting credit for any portion of the year in which the Property is tax exempt).

14. CONDITION OF PROPERTY: Purchaser acknowledges that it will be purchasing the Property based solely upon its inspection and investigation of the Property and that Purchaser will be purchasing the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the date of this Agreement, subject to reasonable wear and tear and loss by fire or other casualty or condemnation from the date of this Agreement until the Closing. Purchaser acknowledges that neither the City nor its consultants or agents have made any representations or warranties of any kind upon which Purchaser is relying as to any matters concerning the Property, including, but not limited to, (i) the land, and any improvements, any personal property, (ii) the existence or nonexistence of any hazardous substances, (iii) economic projections or market studies concerning the Property, (iv) any development rights, taxes, bonds, covenants, conditions and restrictions affecting the Property, (v) water or water rights, (vi) topography, drainage, soil, subsoil of the Property, (vii) the utilities serving the Property (viii) zoning, environmental, building or other laws, rules or regulations affecting the Property,

(ix) the development, entitlements, benefits or other rights in connection with the development of the Property, (x) the obligations, restrictions, limitations, feasibility or other requirements in connection with the development of the Property, (xi) the current or future real estate tax liability, assessment or valuation of the Property, (xii) the potential qualification of the Property for any benefits conferred by any laws whether for subsidies, special real estate tax treatment, insurance, mortgages or any other benefits, whether similar or dissimilar to those enumerated, (xiii) the ability to obtain a change in the zoning or a variance in respect to the non-compliance of the Property, if any, with zoning laws, (xiv) the nature and extent of any right-of-way, easement, lease, possession, lien, encumbrance, license, reservation, condition, declaration, covenant or otherwise, (xv) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Property from any source, including, without limitation, any government authority or any lender, (xvi) any matters excepted on the Title Commitment, (xvii) the current or future use of the Property, (xviii) the present and future condition and operating state of any personal property and the present or future structural and physical condition of any improvements, their suitability for rehabilitation or renovation, or the need for expenditures for capital improvements, repairs or replacements thereto, (xix) the actual or projected income or operating expenses of the Property. CITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY. City makes no representation that the Property complies with Title III of the Americans with Disability Act or any fire codes or building codes. Purchaser hereby releases the City from any and all liability in connection with any claims which Purchaser may have against the City, and Purchaser hereby shall not assert any claims, for contribution, cost recovery or otherwise, against the City relating directly or indirectly to the existence of hazardous substances on, or environmental conditions of, the Property.

15. TIME IS OF THE ESSENCE/REMEDIES: It is understood and agreed between the Parties that time is of the essence hereof, and all the agreements herein contained shall be binding upon and for the benefit of each party's successors and assigns. If any payment due in accordance with this Agreement is not paid, honored or tendered when due, or if any other

obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) If Purchaser is in Default Prior to Closing: The City may elect to treat this Agreement as terminated, in which case, all payments and things of value received hereunder shall be forfeited by Purchaser and retained by City and the Parties shall thereafter be released from all obligations hereunder, except for continuing obligations of Purchaser as set forth in Sections 3 and 4 above. In the event of default by Purchaser, City shall receive for its own use all engineering or development plans and any other plans, specifications and documents relating to Purchaser's use or development of the Property then in Purchaser's possession or under Purchaser's control.

(b) If City is in Default Prior to Closing: Purchaser may elect to treat this Agreement as terminated, in which case all payments and things of value received hereunder, including the Earnest Money, shall be returned to Purchaser. Purchaser expressly waives the remedies of specific performance and additional damages.

16. TERMINATION: In the event this Agreement is terminated for reason other than default, all payment and things of value received hereunder shall be returned and the Parties shall be relieved of all obligations hereunder, except for continuing obligations of Purchaser to restore the Property after testing as set forth in Section 3.

17. RETURN OF EARNEST MONEY – EARNEST MONEY DISPUTE:

(a) If the Earnest Money has not already been returned following receipt of a written notice of termination prior to the expiration of Due Diligence, the holder of the Earnest Money shall release the Earnest Money as directed by the written mutual instructions, which may be in the form of separate closing instruction letters. Such release of Earnest Money shall be made within five days of holder's receipt of the written mutual instructions signed by both Purchaser and the City if the release is pursuant to a termination of this Agreement. If the release is pursuant to the closing of the purchase and sale transaction, the release shall occur at Closing in accordance with the written direction of the parties.

(b) In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Agreement), the holder of the Earnest Money shall not be required to take any action, Earnest Money holder, at its option and sole subjective discretion, may (1) await any proceeding, (2) interplead all Parties and deposit Earnest Money into a court



of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Purchaser and the City that unless Earnest Money holder receives a copy of the Summons and Complaint or Claim (between Purchaser and the City) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money holder's notice to the Parties, Earnest Money holder shall be authorized to return the Earnest money to Purchaser. In the event the holder of the Earnest Money does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, holder shall disburse the Earnest Money pursuant to the Order of the Court.

18. AUTHORITY TO EXECUTE: Purchaser represents that the persons who have affixed their signature hereto have all necessary and sufficient authority to bind Purchaser.

19. COOPERATION OF THE PARTIES: In the event that any third party brings an action against either party regarding the validity or operation of this Agreement, the Parties shall cooperate with the other in any such litigation. Purchaser shall bear its own legal costs.

20. BROKER'S FEES: The City has not engaged a broker and will not pay any real estate broker's commissions or fees. In the event a broker or other intermediary alleges a brokerage fee is owed through the acts or conduct of the City, the City shall be solely responsible to pay or otherwise resolve the demanded fee, including paying for the defense of the claim. In any other the event, Purchaser shall be solely responsible for payment of the compensation and/or defense of the claim, and shall indemnify the City against claims for broker's commissions or fees, including any attorney's fees or other costs incurred by the City.

21. ASSIGNMENT: Neither party may assign its rights and obligations under this Agreement to any entity without the prior written consent of the other party, except that the City's consent shall not be required for an assignment by Purchaser to an entity owned or controlled by Purchaser, or under common control with Purchaser. For the City such consent shall be given by the Director, in the Director's sole and absolute discretion. If this Agreement is assigned as expressly permitted herein, such assignment shall be in writing, and all the covenants and agreements herein contained shall be binding upon and inure to the benefit of the successors, assigns, heirs, and personal representatives of the respective Parties. If this Agreement is assigned without written consent where required, the assigning party shall be in default of this Agreement.

22. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any performance hereunder constitute or be construed to be a waiver by any party of any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any such breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Agreement shall be deemed or taken to be a waiver of any other default or breach.

23. SUBJECT TO LOCAL LAWS; VENUE: Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the Charter and Ordinances of the City and County of Denver, and regulations enacted pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. This Agreement is made, shall be deemed to be made, and shall be construed in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or any amendment or renewal shall lie in the District Court in and for the City and County of Denver, Colorado.

24. NOTICES: All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepared, return receipt requested, to the Parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph. All notices which are mailed shall be deemed to have been received three (3) days after deposit in the United States mail.

If to Denver: Mayor  
Mayor's Office  
City and County Building  
1437 Bannock Street, Room 350  
Denver, CO 80202

With copies to: Denver City Attorney's Office  
201 West Colfax Avenue, Dept. 1207  
Denver, CO 80202

Director of Real Estate  
201 W. Colfax Avenue, Dept. 1010  
Denver, CO 80202

If to Purchaser:       The Nichols Partnership LLC  
1644 Platte Street, Suite 130  
Denver, Colorado 80202  
Attn: Chris Crosby

and

Brownstein Hyatt Farber Schreck, LLP  
410 17<sup>th</sup> Street, Suite 2200  
Denver, Colorado 80202  
Attn: Bruce A. James

25.    PARTIES' LIABILITIES: Each party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

26.    AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS: This Agreement is intended as to the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the Parties.

27.    PARAGRAPH HEADINGS: The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

28.    THIRD-PARTY BENEFICIARY: The Parties intend that this Agreement shall create no third party beneficiary interest except for an assignment pursuant to this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

29.    COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but of all which shall together constitute one and the same document.

30. REASONABLENESS OF CONSENT OR APPROVAL: Whenever under this Agreement “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

31. SEVERABILITY: The promises and covenants contained herein are several in nature. Should any one or more of the provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provision of this Agreement.

32. NO PERSONAL LIABILITY: No elected official, director, officer, agent or employee of the City nor any director, officer, employee or personal representative of Purchaser shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

33. CONFLICT OF INTEREST BY CITY OFFICER: Purchaser represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

34. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Purchaser 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, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all contracts entered into in conjunction with this Agreement.

35. SUBJECT TO COUNCIL APPROVAL: This Agreement is subject to the approval of the City Council in accordance with the provisions of the City Charter, and this Agreement shall not take effect until its final approval by City Council, and until signed by all appropriate City officials, including the Mayor, the Clerk and Recorder, the Manager of Finance and the Auditor.

36. APPROPRIATION: Except for the purchase of certain property authorized to be paid for under various City General Obligation Bond ordinances, all obligations of the City

under and pursuant to this Agreement for the payment of money (as opposed to the conveyance of the Property) are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

37. PURCHASER'S DEVELOPMENT RESTRICTIONS: Purchaser intends to develop the Property in substantial conformance with the RFP, with the understanding by the City and Purchaser that specific uses, design and dimensions of the units and buildings are subject to change based on market conditions, building requirements, site conditions, financing requirements and other factors. The City and the Director acknowledge and agree that the Concept Phase Submittal dated December 19, 2016 and attached hereto as Exhibit C (the "Proposed Design") is in substantial conformance with the RFP and the Director hereby approves ("Approved Design") the Proposed Design. No material departure shall be made to the Project from the Approved Design without the Director's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Upon issuance of a building permit for the Project, the foregoing restriction shall expire and be of no further force or effect. If, for any reason, the Director fails to approve a material departure from the Approved Design prior to Closing, Purchaser shall have the right to terminate the Agreement, and receive a return of the Earnest Money and the City shall reimburse Purchaser for Purchaser's Diligence Costs.

38. RIGHT OF REPURCHASE. Given the location of the Property, the City has an ongoing interest, following the Closing of the purchase and sale of the Property, to see the Property developed. If, for any reason, either (a) Purchaser has failed to commence demolition of the existing improvements on the Property, or (b) a building permit for the Project has not been issued on or before the third (3<sup>rd</sup>) anniversary ("Option Date") of the Closing date, the City shall have the option to repurchase ("Repurchase Option") the Property for an amount equal to the original Purchase Price plus three percent (3%) per annum from the original Closing date until the date when reacquired by the City. To exercise the Repurchase Option, the City must give written notice to Purchaser of its exercise of the Repurchase Option on or before sixty (60) days following the Option Date, or the Repurchase Option shall expire and be of no further force or effect. If the City timely exercises the Repurchase Option, the City (or its assignee) must close upon the repurchase of the Property no later than one hundred eighty (180) days following the Option Date, or the Repurchase Option shall expire and be of no further force or effect. Upon commencement of demolition of the existing improvements and issuance of a building

permit for the Property prior to the Option Date, the Repurchase Option shall expire and be of no further force or effect. The provisions of this Section 38 shall survive Closing and delivery of the Deed.

39. NO MERGER: The Parties intend that the terms of this Agreement shall survive Closing and shall not be merged into the deed conveying the Property.

40. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Purchaser consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, 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 the 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 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.

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**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:** FINAN-201734629-00

**Contractor Name:** The Nichols Partnership, Inc.

By: Randy T. Nichols

Name: RANDY T. NICHOLS  
(please print)

Title: PRESIDENT  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)





**Exhibit A**

Legal Description of the Property

## 1701 PLATTE STREET LEGAL DESCRIPTION

A PARCEL OF LAND NO. 257-EX OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NO. UI 002-2(8), BEING A PORTION OF KASSERMAN'S ADDITION TO DENVER AND CENTRAL SUBDIVISION LOCATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE 20.00 FOOT RANGE LINE IN PLATTE STREET AND THE 21.50 FOOT RANGE LINE IN 17TH STREET IN SAID KASSERMAN'S ADDITION, WHENCE SAID 20.00 FOOT RANGE LINE IN PLATTE STREET BEARS NORTH 44°53'40" EAST WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID 20.00 FOOT RANGE LINE;

THENCE NORTH 25°54'09" EAST, 49.16 FEET TO A POINT BEING 46.50 FEET NORTHEASTERLY OF SAID 21.5 FOOT RANGE LINE AND 16.00 FEET NORTHWESTERLY OF SAID 20.00 FOOT RANGE LINE AND LYING ON THE SOUTHEASTERLY EXTENTION OF THE LINE OF THE VALLEY HIGHWAY AS DEDICATED BY ORDINANCE NO. 3 SERIES OF 1962, AND BEING THE **POINT OF BEGINNING**.

THENCE NORTH 45°08'14" WEST, ALONG SAID EXTENSION AND ALONG SAID VALLEY HIGHWAY, 159.02 FEET;

THENCE DEPARTING SAID VALLEY HIGHWAY, NORTH 47°28'13" EAST, 117.52 FEET;

THENCE NORTH 53°57'06" EAST, 159.85 FEET;

THENCE NORTH 59°37'13" EAST, 88.17 FEET;

THENCE NORTH 65°49'33" EAST, 144.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 89.97 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 84°05'27" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°10'10" AN ARC LENGTH OF 61.51 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 45°04'44" EAST, 8.87 FEET TO A POINT ON SAID VALLEY HIGHWAY;

THENCE ALONG SAID VALLEY HIGHWAY, SOUTH 44°53'40" WEST, 217.43 FEET;

THENCE CONTINUING ALONG SAID VALLEY HIGHWAY, SOUTH 56°59'07" WEST, 52.52 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHWESTERLY 16.00 FEET FROM SAID HEREINABOVE DESCRIBED 20.00 FOOT RANGE LINE;

THENCE DEPARTING SAID VALLEY HIGHWAY ALONG SAID PARALLEL LINE, SOUTH 44°53'40" WEST, 205.98 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 63,397 SQUARE FEET OR 1.455 ACRES, MORE OR LESS.

**Exhibit B**

Form of Quit Claim Deed

**WHEN RECORDED RETURN TO:**

Brownstein Hyatt Farber Schreck LLP  
410 – 17<sup>th</sup> Street, Suite 2200  
Denver, Colorado 80202  
Attention: Bruce A. James, Esq.

---

**QUIT CLAIM DEED  
(1701 Platte Street)**

**THIS QUIT CLAIM DEED** is made this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and home rule city (“**Grantor**”), and \_\_\_\_\_, a \_\_\_\_\_, whose address is c/o The Nichols Partnership Inc., 1644 Platte Street, Suite 130, Denver, Colorado 80202 (“**Grantee**”).

**WITNESS**, that Grantor, for and in consideration of the sum of **THIRTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$13,500,000.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and **QUITCLAIMED**, and by these presents does remise, release, sell, convey and Quitclaim unto Grantee, its successors and assigns forever the following real property, together with improvements, if any, situate, lying and being in the said County of Denver, and State of Colorado described as follows:

SEE ATTACHED **EXHIBIT A** (“**Property**”)

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoove of Grantee, its successors and assigns forever;

**RESERVING ONTO GRANTOR** its successors and assigns a repurchase option upon the following terms: If, for any reason, either (a) Grantee has failed to commence demolition of the existing improvements on the Property, or (b) a building permit for the grantee's construction on the Property has not been issued on or before the third (3rd) anniversary (the “Option Date”) of the date hereof, Grantor shall have the option to repurchase (the “Repurchase Option”) the Property for an amount equal to the original purchase price set forth herein, plus three percent (3%) per annum from the date hereof until the date when reacquired by Grantor (or its assignee). To exercise the Repurchase Option, Grantor must give written notice to Grantee of its exercise of the Repurchase Option on or before sixty (60) days following the Option Date, or the Repurchase Option shall expire and be of no further force or effect. If Grantor timely exercises the Repurchase Option, Grantor (or its assignee) must close upon the repurchase of the Property no later than one hundred eighty (180) days following the Option Date, or the Repurchase Option shall expire and be of no further force or effect. Upon commencement of demolition of the existing improvements and issuance of a building permit for the Property prior to the Option Date, the Repurchase Option shall expire and be of no further force or effect.

**(Signatures on Following Pages)**





## EXHIBIT A

### 1701 PLATTE STREET LEGAL DESCRIPTION

A PARCEL OF LAND NO. 257-EX OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NO. UI 002-2(8), BEING A PORTION OF KASSERMAN'S ADDITION TO DENVER AND CENTRAL SUBDIVISION LOCATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE 20.00 FOOT RANGE LINE IN PLATTE STREET AND THE 21.50 FOOT RANGE LINE IN 17TH STREET IN SAID KASSERMAN'S ADDITION, WHENCE SAID 20.00 FOOT RANGE LINE IN PLATTE STREET BEARS NORTH 44°53'40" EAST WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID 20.00 FOOT RANGE LINE;

THENCE NORTH 25°54'09" EAST, 49.16 FEET TO A POINT BEING 46.50 FEET NORTHEASTERLY OF SAID 21.5 FOOT RANGE LINE AND 16.00 FEET NORTHWESTERLY OF SAID 20.00 FOOT RANGE LINE AND LYING ON THE SOUTHEASTERLY EXTENTION OF THE LINE OF THE VALLEY HIGHWAY AS DEDICATED BY ORDINANCE NO. 3 SERIES OF 1962, AND BEING THE **POINT OF BEGINNING**.

THENCE NORTH 45°08'14" WEST, ALONG SAID EXTENSION AND ALONG SAID VALLEY HIGHWAY, 159.02 FEET;

THENCE DEPARTING SAID VALLEY HIGHWAY, NORTH 47°28'13" EAST, 117.52 FEET;

THENCE NORTH 53°57'06" EAST, 159.85 FEET;

THENCE NORTH 59°37'13" EAST, 88.17 FEET;

THENCE NORTH 65°49'33" EAST, 144.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 89.97 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 84°05'27" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°10'10" AN ARC LENGTH OF 61.51 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 45°04'44" EAST, 8.87 FEET TO A POINT ON SAID VALLEY HIGHWAY;

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THENCE CONTINUING ALONG SAID VALLEY HIGHWAY, SOUTH 56°59'07" WEST, 52.52 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHWESTERLY 16.00 FEET FROM SAID HEREINABOVE DESCRIBED 20.00 FOOT RANGE LINE;

THENCE DEPARTING SAID VALLEY HIGHWAY ALONG SAID PARALLEL LINE, SOUTH 44°53'40" WEST, 205.98 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 63,397 SQUARE FEET OR 1.455 ACRES, MORE OR LESS.

**Exhibit C**

Concept Phase Submittal dated December 19, 2016

[See Attached]





December 19, 2016

Mr. Doug Jones  
[Douglas.Jones@denvergov.org](mailto:Douglas.Jones@denvergov.org)  
201 W. Colfax, Dept. 205,  
Denver, CO 80202

**Subject: *Concept Phase Submittal – 1701 Platte Street***

Dear Mr. Doug Jones:

We are submitting our project “17<sup>th</sup> & Platte Mixed-use Office Project”, located on 1701 Platte Street, Denver, CO 80202 for Concept Review. Please see the following that are included in this attachment:

- Development Services Project Application Form
- Conceptual Site Plan
- Conceptual Building Form Massing
- Assumed Survey Boundary to be Conveyed by City of Denver (Proposed Resolution Site Plan (September 2016)
- Award Letter from City of Denver
- Site Survey
- Concept Utility Plan
- Water Quality Variance Request
- SSWR Calculations
- Conceptual Finish Floor Elevation (FFE) Study

The current zoning for the project site is assumed to be CMX-5. The maximum height of the buildings on site is 70'-0” in 5-stories. The adjacent streets are identified on the Architectural Site Plan. Vehicular and building entry will be off of 17<sup>th</sup> Street and Platte Street from as described on the Architectural Site Plan along the south and east portion of the site.

Sincerely,

Douglas A. Spuler, AIA, LEED AP  
State Registration #203362



## DEVELOPMENT SERVICES PROJECT APPLICATION

For Concept, Site Development and Subdivision Applications

***Instructions: Please fill out the entire application form. All information is required.***

**Project Information**

Project Title: 1701 Platte Street Date of Application: 12/19/2016

Project Address(es): 1701 Platte Street, Denver, CO 80202 Application Type: Concept Plan

Project Description:

5 story Mixed Use commercial building with two levels of underground parking. Ground Floor Retail, Restaurants and with 4 floors of Office above.

**Primary Contact Information**

Name: Doug Spuler / Chris Crosby Company Name: Beck Architecture LLC / NPRE Holdings LLC

Address: 1001 17th Street Suite PL-100 / 1644 Platte Street, Suite 130

City: Denver / Denver State: CO / CO Zip Code: 80202 / 80202

Email: dougspuler@beckarchitecture.com / ccrosby@nicholspartnership.com Phone: 303-466-9665 / 303-291-2200

**Engineer of Record:**  Same as Primary Contact

Name: Dennis Sobieski Company Name: Kimley-Horn

Address: 4582 South Ulster Street, Suite 1500

City: Denver State: CO Zip Code: 80237

Email: dennis.sobieski@kimley-horn.com Phone: \_\_\_\_\_

**Owner :**  Same as Primary Contact

Name: City & County of Denver - Disposition underway to NPRE Holdings LLC Company Name: Jeff Steinberg / Real Estate

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## PROJECT DETAILS

*All Information Is Required.*

### Uses and Zoning

Proposed Use: Office, All Others Proposed Use 2: Retail Sales, Service & Repair (Not Includin  
Proposed Use 3: Parking of Vehicles Proposed Use 4: Eating & Drinking Establishments  
Current Zoning: C-MX-5 Rezoning Proposed?  Yes  No  unknown  
Proposed Zone District: C-MX-5 Subject to GDP?  Yes  No  unknown  
Located in Historic District?  Yes  No  unknown GDP Name: \_\_\_\_\_  
Historic District Name: N/A

### Development Details

Size of Development Parcel (in acres): ~1.5 acres Size of Development Parcel (in sq. ft.): 65,383 SF  
Number of existing units: 0 Number of existing structures: 0 Structures to remain: 0  
Number of Proposed Units (Residential): N/A Residential Units For Sale/Lease: N/A  
Number of Proposed Structures: 2 Gross Floor Area (sq. ft.): 237,719 GSF  
Floor Area Ratio: 3.8 Residential Density (DU/Acre): N/A Lot Coverage (%): 87%  
Height (ft.): 70'-0" Height (stories): 5 Proposed Building Form: General  
Proposed Number of Parking Spaces: 389 Parking Ratio: \_\_\_\_\_ Proposed Number of Loading Spaces: 2  
Project Frontage: Partial-Block Development Will the project be phased?  Yes  No  
Estimated Valuation: \$50 M  
Hard Cost Estimated Start Date: Q3 2017 Estimated Completion Date: 2019  
Site Plan Type: Site Plan Review Type: Site Plan (Regular or PBG) Subdivision Type: N/A



**DENVER**  
THE MILE HIGH CITY

Michael B. Hancock  
Mayor

## CITY AND COUNTY OF DENVER

**Finance Office**  
**Division of Real Estate**

201 WEST COLFAX  
DEPARTMENT 1010  
DENVER, CO 80202-4705  
PHONE: (720) 865-7075  
FAX: (720) 865-5599

September 30, 2015

Mr. Randy Nichols  
Nichols Partnership  
1644 Platte Street  
Suite 130  
Denver, CO 80202

**RE: 1701 Platte Street**

Dear Randy:

Per our conversation last week, this letter serves as official notification to Nichols Partnership that it has been awarded the opportunity to purchase the above captioned property. The purchase price in your proposal is \$13,500,000. The City is completing detail points with CDOT and will commence drafting the Purchase and Sale Agreement. Upon completion, the Purchase and Sale Agreement will be forwarded to you for your execution.

Very truly yours,  
Jeffrey J. Steinberg

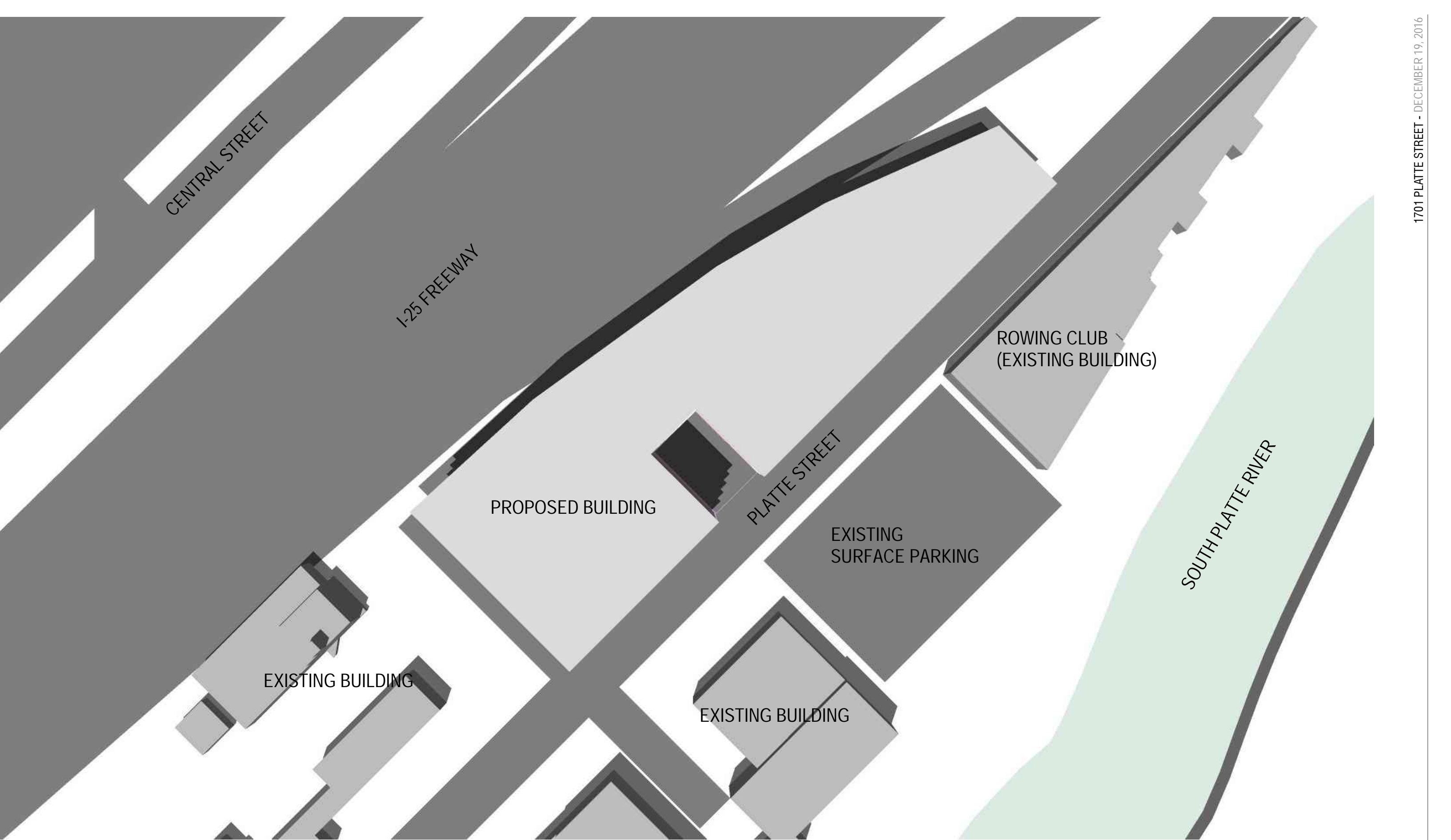
By:   
Director, Division of Real Estate



1701 PLATTE STREET  
CONCEPT SUBMITTAL RENDERINGS REVIEW  
DENVER, COLORADO  
12-19-2016



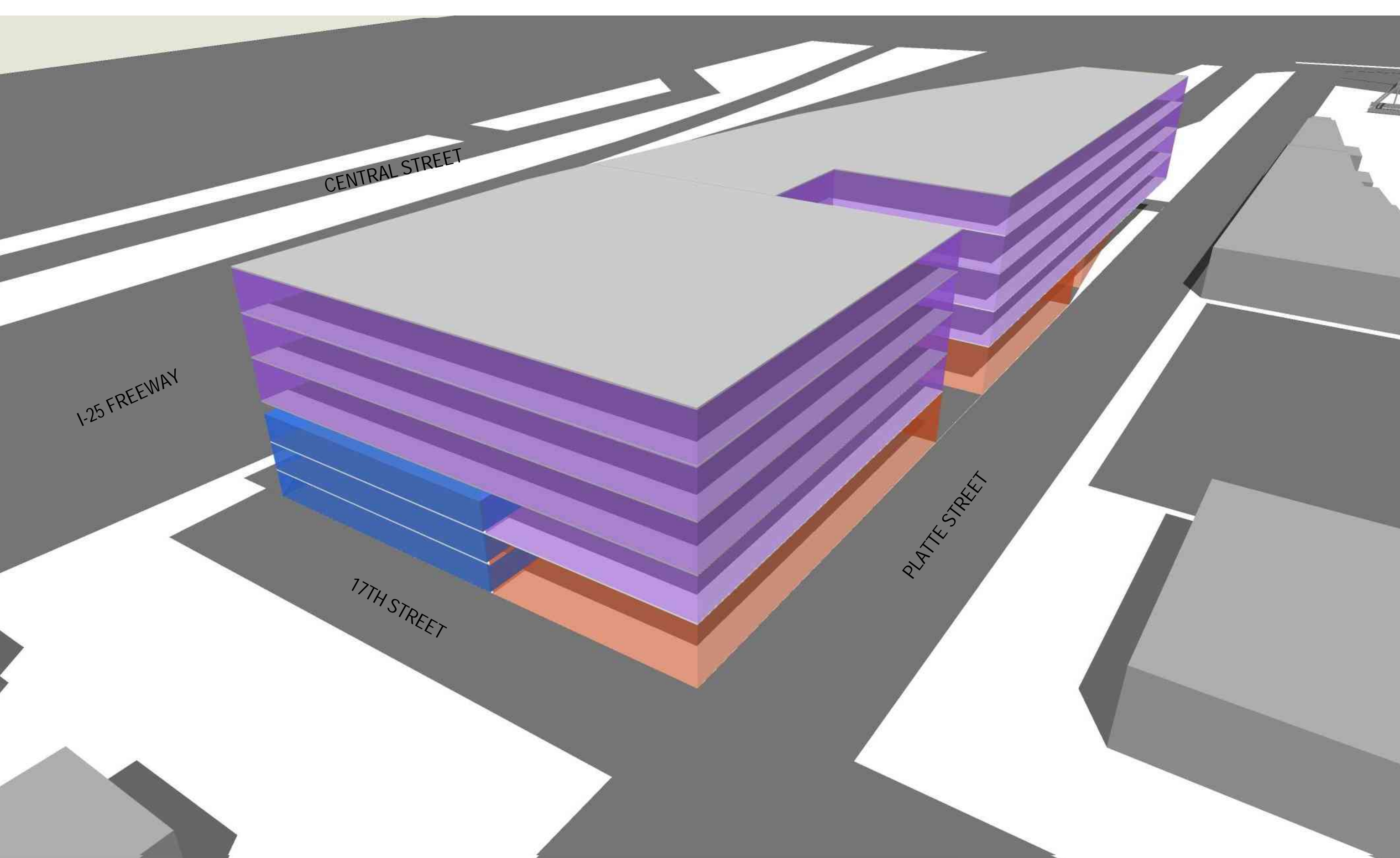
NICHOLS  PARTNERSHIP



1750 PLATTE STREET  
SITE PLAN

NICHOLS PARTNERSHIP





CENTRAL STREET

I-25 FREEWAY

17TH STREET

PLATTE STREET

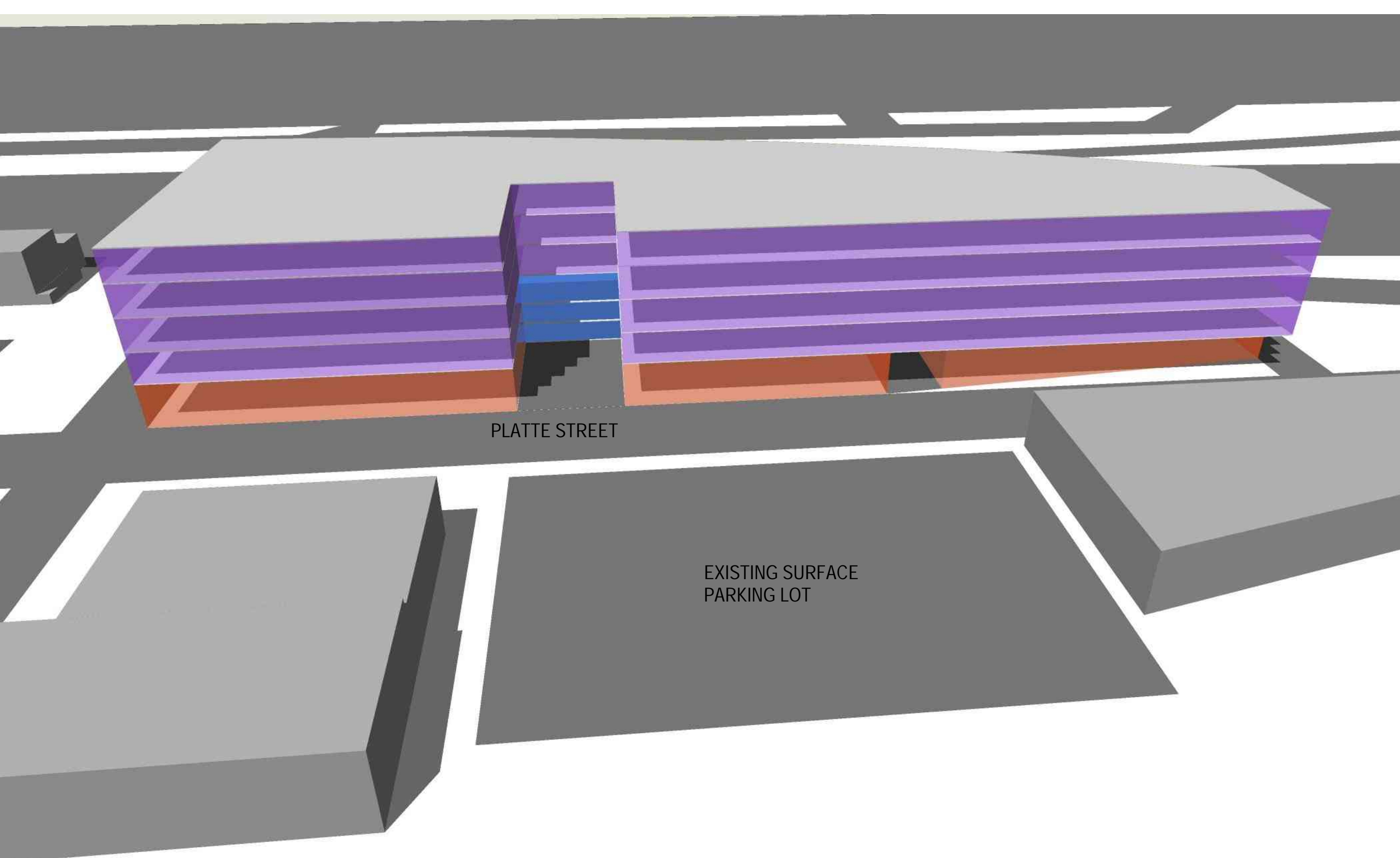
PROGRAM KEY:  
■ BUILDING LOBBY/RETAIL  
■ OFFICE  
■ PARKING  
■ ROOF TERRACE

1750 PLATTE STREET  
VIEW FROM SOUTH

NICHOLS PARTNERSHIP







PLATTE STREET

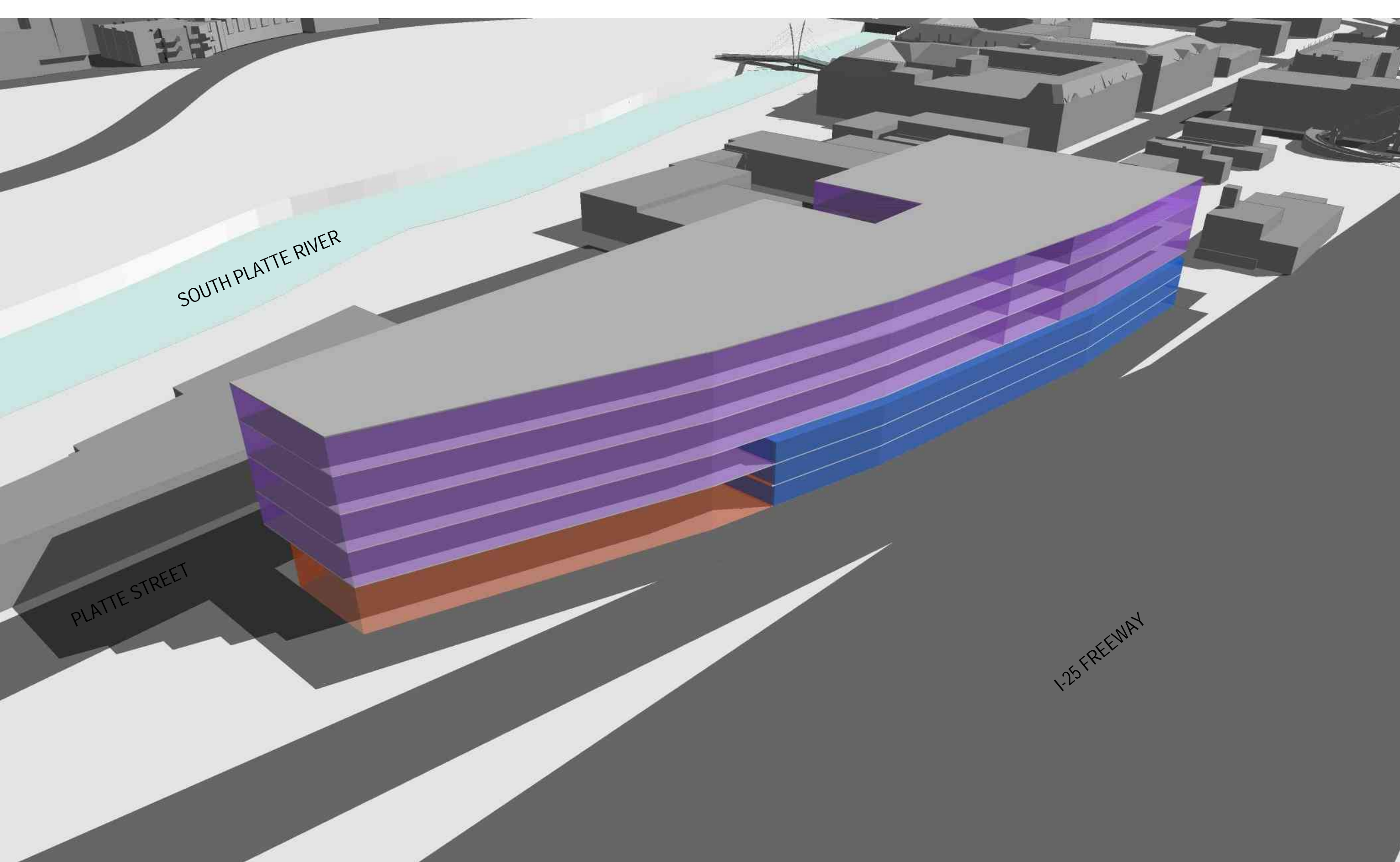
EXISTING SURFACE  
PARKING LOT

- PROGRAM KEY:
- BUILDING LOBBY/RETAIL
  - OFFICE
  - PARKING
  - ROOF TERRACE

1750 PLATTE STREET  
VIEW FROM SOUTHEAST

NICHOLS  PARTNERSHIP





SOUTH PLATTE RIVER

PLATTE STREET

I-25 FREEWAY

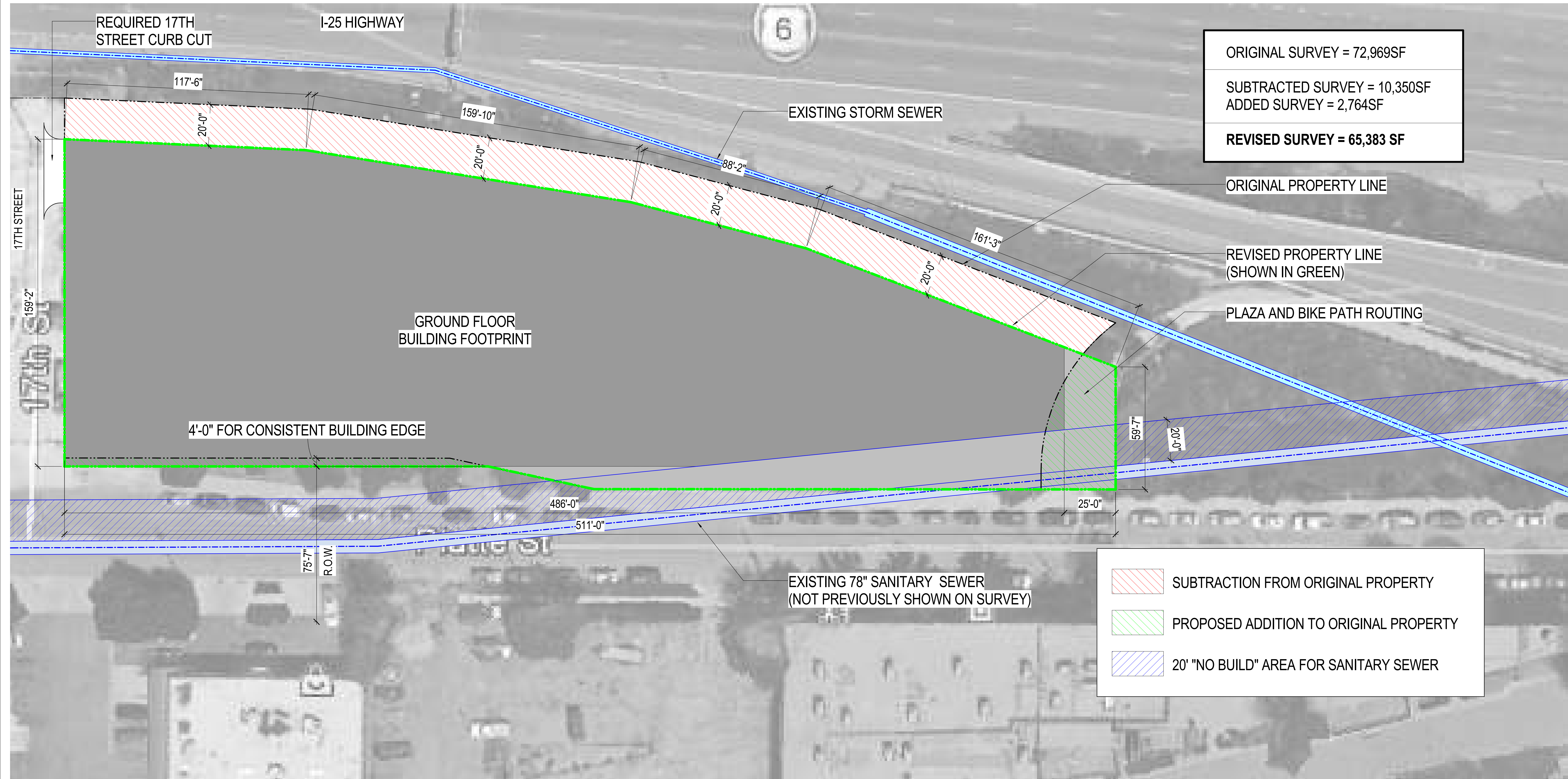
PROGRAM KEY:

- BUILDING LOBBY/RETAIL
- OFFICE
- PARKING
- ROOF TERRACE

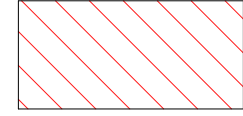
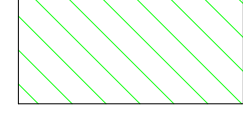
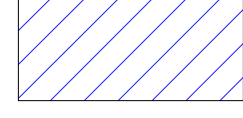
**1750 PLATTE STREET**  
VIEW FROM NORTH

NICHOLS  PARTNERSHIP

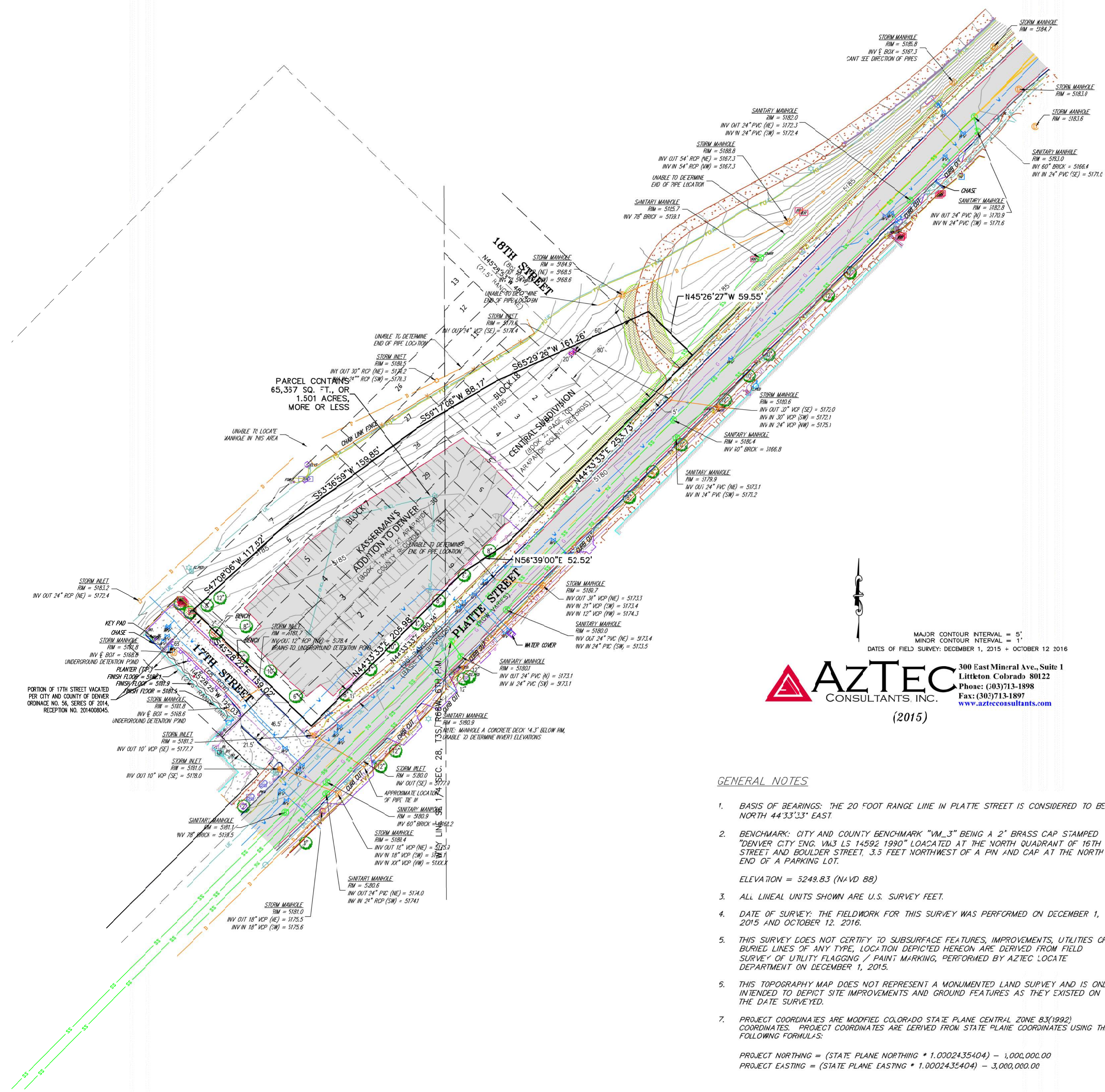




ORIGINAL SURVEY = 72,969SF
SUBTRACTED SURVEY = 10,350SF ADDED SURVEY = 2,764SF
<b>REVISED SURVEY = 65,383 SF</b>

	SUBTRACTION FROM ORIGINAL PROPERTY
	PROPOSED ADDITION TO ORIGINAL PROPERTY
	20' "NO BUILD" AREA FOR SANITARY SEWER

# PROPOSED RESOLUTION SITE PLAN (SEPTEMBER 2016)



### LEGEND

	SANITARY CLEANOUT
	SANITARY MAN-HOLE
	SANITARY MKR POST
	SANITARY UNDERGROUND
	STORM LINE UNDERGROUND
	STORM INLET
	STORM MANHOLE
	WATER FIRE HYDRANT
	WATER LINE UNDERGROUND
	WATER MANHOLE
	WATER METER
	WATER VALVE
	WATER STOPBOX
	ELECTRIC BREAKER BOX
	ELECTRIC CABINET
	ELECTRIC METER
	ELECTRIC PEDESTAL
	ELECTRIC POLE
	ELECTRIC UNDERGROUND
	ELECTRIC OVERHEAD
	GUY WIRE
	LIGHT POLE
	ELECTRIC VAULT
	TELEPHONE LINE UNDERGROUND
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	FIBER OPTIC UNDERGROUND
	FIBER OPTIC MKR
	FIBER OPTICS PEDESTAL
	FIBER OPTIC VAULT
	CABLE TV UNDERGROUND
	GAS LINE UNDERGROUND
	GAS METER
	IRRIGATION CONTROL BOX
	IRRIGATION VALVE
	EX CONT-MJR
	EX CONT-MNR
	LANDSCAPE EDGE
	TREE DECIDUOUS
	FENCE
	METAL POST
	HANDICAP RAMP
	SIDEWALK
	BENCH
	BKE RACK
	TRASH CAN
	TRAFFIC CONTROL CABINET
	EDGE ASPHALT
	EDGE CONCRETE
	CURB LIP OF GUTTER
	CURB TOP BACK
	FLOWLINE
	CHASE
	LINEMARKING WHITE STRIPE SOLID
	LINEMARKING YELLOW STRIPE SOLID
	BOLLARD
	SIGN
	PARKING METER
	BUILDING
	BUILDING OVER-HANG-EAVE
	STRUCTURE
	COLUMN
	HANDRAIL
	WALL
	CONCRETE
	ASPHALT PAVEMENT
	ASPHALT PAVEMENT

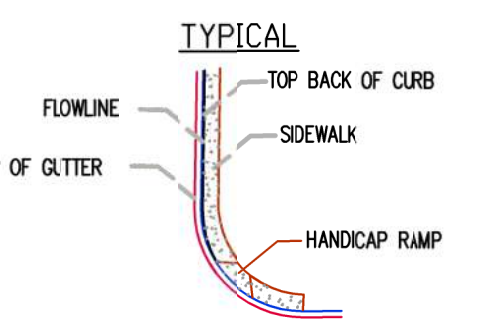
**AZTEC**  
 CONSULTANTS INC.  
 (2015)

300 East Minnral Ave., Suite 1  
 Littleton Colorado 80122  
 Phone: (303)713-1898  
 Fax: (303)713-1897  
[www.aztecconsultants.com](http://www.aztecconsultants.com)

MAJOR CONTOUR INTERVAL = 5'  
 MINOR CONTOUR INTERVAL = 1'  
 DATES OF FIELD SURVEY: DECEMBER 1, 2015 + OCTOBER 12 2016

### GENERAL NOTES

1. BASIS OF BEARINGS: THE 20 FOOT RANGE LINE IN PLATTE STREET IS CONSIDERED TO BEAR NORTH 44°33'33" EAST.
2. BENCHMARK: CITY AND COUNTY BENCHMARK "VM\_3" BEING A 2" BRASS CAP STAMPED "DENVER CITY ENG. VM3 LS 14592 1990" LOCATED AT THE NORTH QUADRANT OF 16TH STREET AND BOULDER STREET, 3.5 FEET NORTHWEST OF A FIN AND CAP AT THE END OF A PARKING LOT.  
ELEVATION = 5249.83 (N+VD 88)
3. ALL LINEAL UNITS SHOWN ARE U.S. SURVEY FEET.
4. DATE OF SURVEY: THE FIELDWORK FOR THIS SURVEY WAS PERFORMED ON DECEMBER 1, 2015 AND OCTOBER 12, 2016.
5. THIS SURVEY DOES NOT CERTIFY TO SUBSURFACE FEATURES, IMPROVEMENTS, UTILITIES OR BURIED LINES OF ANY TYPE. LOCATION DEPICTED HEREON ARE DERIVED FROM FIELD SURVEY OF UTILITY FLAGGING / PAINT MARKING, PERFORMED BY AZTEC LOCATE DEPARTMENT ON DECEMBER 1, 2015.
6. THIS TOPOGRAPHY MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT SITE IMPROVEMENTS AND GROUND FEATURES AS THEY EXISTED ON THE DATE SURVEYED.
7. PROJECT COORDINATES ARE MODIFIED COLORADO STATE PLANE CENTRAL ZONE 83(1992) COORDINATES. PROJECT COORDINATES ARE DERIVED FROM STATE PLANE COORDINATES USING THE FOLLOWING FORMULAS:  
PROJECT NORTHING = (STATE PLANE NORTHING \* 1.0002435404) - 1,000,000.00  
PROJECT EASTING = (STATE PLANE EASTING \* 1.0002435404) - 3,000,000.00







December 15, 2016

Mr. Alan B. Sorrel, P.E.  
**City & County of Denver Public Works**  
201 W. Colfax Street, Dept. 507  
Denver, CO 80202

■  
Denver Office  
Suite 200  
4582 South Ulster Street  
Denver, Colorado  
80237

**Subject: 1701 Platte Street  
Water Quality and Stormwater Detention Variance Request**

Dear Mr. Sorrel:

This memorandum serves as a request for a variance to the City and County of Denver Storm Drainage Design & Technical Criteria (the "Criteria") to allow for the use of underground water quality and stormwater detention in lieu of above grade facilities for the Project. The variance request is being submitted due to site constraints that limit the available space for above grade water quality and stormwater detention. The majority of the property will be covered by the proposed building footprint, while the remaining area will be designated for loading/unloading, electrical equipment, and other necessary back-of-house activities.

#### **Location**

The Project is located at the north corner of the intersection of 17<sup>th</sup> Street and Platte Street. More specifically, the legal description for the property consists Lots 1-6, inclusive, Lots 28-31 and a portion of Lot 1, 2 and 3, Block 18, Central Subdivision, and together with a Portion of Vacated 17<sup>th</sup> Street, a Portion of the Alley lying within Block 7, Kasserman's Addition to Denver and a portion of 18<sup>th</sup> Street, South ½ of Section 28, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, City and County of Denver.

#### **Proposed Water Quality and Detention Treatment**

A single underground storm water detention structure is being proposed for this project. Water quality will be provided by an underground sand filter (as part of the underground stormwater detention structure) or through use of a City and County of Denver approved proprietary device. The proposed stormwater detention structure will provide the required 100-year stormwater detention volume for the Project, and will outfall to existing storm sewer infrastructure adjacent to the Project.

#### **Conclusion**

It is our conclusion that an underground sand filter or proprietary device in combination with an underground stormwater detention structured facility will meet the City and County of Denver's requirements for water quality and stormwater detention for the Project. We hereby request that the variance be granted. Should you have any questions or concerns, please do not hesitate to contact me at (303) 228-2300.

■  
TEL 303 228 2300

Very truly yours,  
**KIMLEY-HORN AND ASSOCIATES, INC.**



By: Dennis Sobieski, P.E. LEED AP  
Sr. Project Manager







December 15, 2016

Mr. Russ Price  
**City & County of Denver Public Works**  
201 Colfax Street, Department 507  
Denver, CO 80202

RE: Development Services Project No: 201XD00XXX  
Project Name: 1701 Platte Street  
Project Location: 17<sup>th</sup> Street and Platte Street

**Subject: 1701 Platte Street  
Minimum Lowest Opening Elevation Study (MLOE)**

Dear Mr. Price:

This letter is intended to summarize our findings for the MLOE Analysis completed for 1701 Platte Street.

### **SITE LOCATION AND DESCRIPTION**

1701 Platte Street is located on the north corner of 17<sup>th</sup> Street and Platte Street. More specifically the site is bound by Interstate-25 to the northwest, a bike path and pocket park to the northeast, Platte Street to the southeast, and 17<sup>th</sup> Street to the southwest. The proposed site is proposed to be retail and office space. The MLOE study was performed at two locations on 1701 as shown on the attached MLOE Exhibit.

### **FFE CRITERIA**

The minimum FFE for the Project may be established through one of the four options outlined below:

1. Set the FFE 2' above the curb and gutter flow line adjacent to entrances.
2. Set the FFE 12" above the 100-year flow line elevation.
3. Set the FFE above an elevation established at double the 100-year flow.
4. Set the FFE above an elevation established at double the flow carried by a 12" depth of flow in the existing street cross section.

Option #3 is used for the basis of this analysis.

### **TRIBUTARY AREA ESTABLISHMENT**

The tributary area for the Project area was established through a study of Denver's GIS contour data. The Denver GIS data was used to establish the overall tributary areas that drain to the streets adjacent to the project area. The flow arrows indicated on the MLOE Exhibit show the general flow direction of the runoff within the area. Drainage Basins P-1 and P-2 have overland flow as well as gutter flow to the design points shown on the attached MLOE Exhibits. The rational method was used to determine stormwater flows at these design points during different storm events.

Runoff tributary to Design Point P1 is primarily from the northwest of 17<sup>th</sup> street.

Runoff tributary to Design Point P2 is primarily from 16<sup>th</sup> Street, 17<sup>th</sup> Street and Platte Street as well as the adjacent sites along Platte Street. It was assumed that a portion of the storm water will enter the existing storm sewer system within Platte Street to be conveyed to the South Platte River. For the purpose of this analysis, we have assumed the existing storm sewer will be 50% clogged.

## FLOW DEPTH ANALYSIS

To evaluate the maximum ponding depth along the subject property, the flow depth evaluations assume that most flows would use the storm sewer system and the remaining flows would use only the curb/street adjacent to the site. Using AutoCAD Hydraflow, street flows were evaluated along Platte Street and 17<sup>th</sup> Street, where the flows were most critical.

Contributing flows for Design Point P1, located within 17th Street, include proposed basin P-1 as shown on the MLOE Exhibit. It was determined that double the 100-year flow equals 1.16 cfs at section P1. The normal depth of flow in the gutter along Platte Street was found to be 0.19-feet, which means flows are completely contained within the existing curb and gutter and tree lawn.

Contributing flows for Design Point P2 include proposed basins P-1 and P-2 as shown on the MLOE Exhibit. It was determined that double the 100-year flow equals 44.04 cfs at this design point. It was assumed that a portion of this flow would discharge into the existing 30" storm sewer pipe running Platte Street. For this analysis, the 30" pipe was assumed to be fifty percent clogged, therefore only having a capacity of 16.59 cfs. The remaining flow to be conveyed by the curb and gutter along Platte Street equals 27.45 cfs. The normal depth of flow in the gutter was found to be 0.66-feet at Design Point P2. The street cross section at Design Point P2 shows that all flows are contained within the existing curb and gutter and the lawn. Therefore, all MLOE's can be set 1.8% slope up from the top back of curb to the opening anywhere on the project frontage relative to Design Points P1 and P2.

## CONCLUSION

The MLOE for the entrances to the buildings have been established using the above analysis. The MLOE Exhibit, drainage analysis and street section information used to establish the above calculations are attached. Should you have any questions or concerns, please do not hesitate to contact me at (303) 228-2300.

Sincerely,



Dennis Sobieski, P.E.  
Project Manager





SF-1

**RUNOFF COEFFICIENTS - FINISHED FLOOR ANALYSIS**

PROJECT NAME: 1701 Platte Street  
 PROJECT NUMBER: 096328002  
 CALCULATED BY: KBP  
 CHECKED BY: DMS

DATE: 12/15/2016

		TYPE C SOIL							
		PAVED	ROOF	LANDSCAPE					
<u>LAND USE:</u>		<u>AREA</u>	<u>AREA</u>	<u>AREA</u>					
5-YEAR COEFF.		0.90	0.75	0.10					
10-YEAR COEFF.		0.92	0.77	0.20					
100-YEAR COEFF.		0.96	0.83	0.40					
IMPERVIOUS %		100%	90%	0%					
DESIGN BASIN	DESIGN POINT	PAVED AREA (AC)	ROOF AREA (AC)	LANDSCAPE AREA (AC)	TOTAL AREA (AC)	Cc(5)	Cc(10)	Cc(100)	Imp %
P-1	P2	0.028	0.055	0.009	0.092	0.72	0.74	0.79	84%
P-2	P2	1.377	2.754	0.459	4.590	0.72	0.74	0.79	84%
<b>BASIN</b>		<b>1.405</b>	<b>2.809</b>	<b>0.468</b>	<b>4.682</b>	<b>0.72</b>	<b>0.74</b>	<b>0.79</b>	84%
<b>SUBTOTAL</b>		<b>30%</b>	<b>60%</b>	<b>10%</b>	<b>100%</b>				



**STANDARD FORM SF-2 - FINISHED FLOOR ANALYSIS**  
**Time of Concentration**

PROJECT NAME: 1701 Platte Street  
 PROJECT NUMBER: 096328002  
 CALCULATED BY: KBP  
 CHECKED BY: DMS

DATE: 12/15/2016

SUB-BASIN DATA			INITIAL TIME (T <sub>i</sub> )			TRAVEL TIME (T <sub>t</sub> )						t <sub>c</sub> CHECK (URBANIZED BASINS)			FINAL t <sub>c</sub>		
DESIGN BASIN (1)	AREA Ac (2)	C <sub>s</sub> (3)	LENGTH Ft (4)	SLOPE % (5)	T <sub>i</sub> Min. (6)	LENGTH Ft (7)	SLOPE % (8)	C <sub>v</sub> (9)	Land Surface (10)	VEL fps (11)	T <sub>t</sub> Min. (12)	COMP. t <sub>c</sub> (13)	TOTAL LENGTH (14)	t <sub>c</sub> =(L/180)+10 Min. (15)	Min. (16)	C10 (17)	C100 (18)
P-1	0.092	0.72	120	1.5%	6.7			20.0	Paved Areas			6.7	120	10.7	6.7	0.74	0.79
P-2	4.590	0.72	300	3.3%	8.1	812	1.2%	20.0	Paved Areas	2.2	6.3	14.4	1112	16.2	14.4	0.74	0.79

$$T_i = \frac{0.395(1.1-C)L^{1/2}}{S^{1/3}}$$

$$T_t = \frac{L}{6CV}$$



**STANDARD FORM SF-3 - FINISHED FLOOR ANALYSIS  
STORM DRAINAGE DESIGN - RATIONAL METHOD 100 YEAR EVENT**

PROJECT NAME: 1701 Platte Street  
 PROJECT NUMBER: 096328002  
 CALCULATED BY: KBP  
 CHECKED BY: DMS

$P_1$  (1-Hour Rainfall) = **2.57**

DATE: 12/15/2016

STORM LINE	DESIGN POINT	DIRECT RUNOFF							TOTAL RUNOFF				STREET		PIPE		TRAVEL TIME			REMARKS	
		DESIGN BASIN	AREA (AC)	RUNOFF COEFF $C_{100}$	$t_c$ (min)	$C*A$ (ac)	$I$ (in/hr)	$Q^*$ (cfs)	$t_c$ (min)	$S(C*A)$ (ac)	$I$ (in/hr)	$Q$ (cfs)	SLOPE (%)	STREET FLOW(cfs)	DESIGN FLOW(cfs)	SLOPE (%)	PIPE SIZE (in)	LENGTH (ft)	VELOCITY (fps)		$t$ (min)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)
BASIN P-1	P2	P-1	0.09	0.79	6.65	0.07	8.03	0.58													
BASIN P-2	P2	P-2	4.59	0.79	14.42	3.61	5.94	21.44													

\*Note: Because this analysis is calculated according to FFE Criteria Option #3, *double* the 100-year flow is used in the street section calculation.

$2 \times Q_{100} = (2 \times (21.44 + 0.58)) = 44.04 \text{ cfs}$

To account for the 30" storm sewer pipe, subtract 1/2 (50% clogged) of 30" pipe capacity =  $(33.17 / 2) = 16.59 \text{ cfs}$

Remaining flow for street section =  $(44.04 - 16.59) = 27.45 \text{ cfs}$

# Channel Report

## Existing 30-inch Storm Capacity

### Circular

Diameter (ft) = 2.50

Invert Elev (ft) = 100.00

Slope (%) = 0.57

N-Value = 0.013

### Calculations

Compute by: Known Depth

Known Depth (ft) = 2.40

### Highlighted

Depth (ft) = 2.40

Q (cfs) = 33.17

Area (sqft) = 4.84

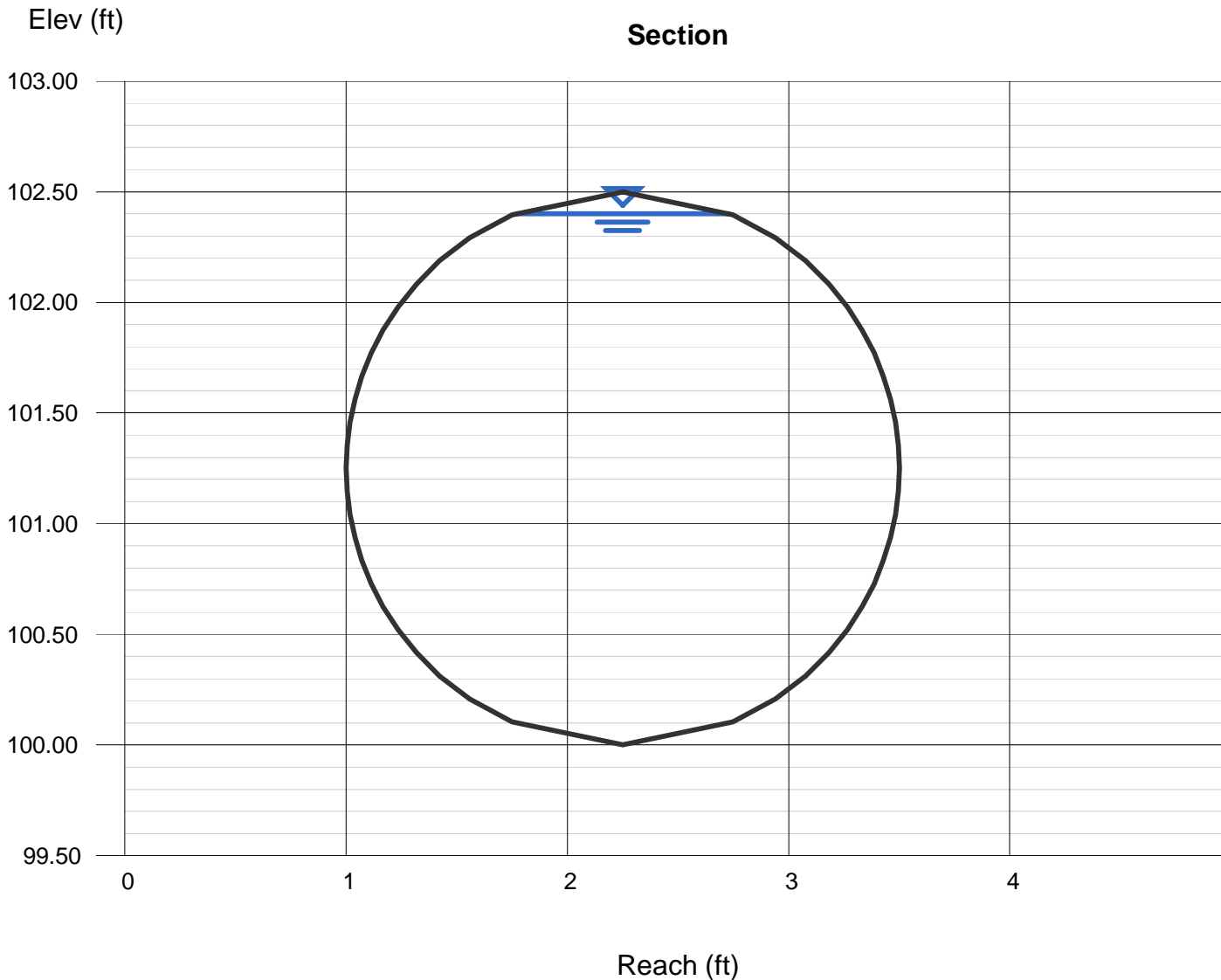
Velocity (ft/s) = 6.85

Wetted Perim (ft) = 6.85

Crit Depth, Yc (ft) = 1.96

Top Width (ft) = 0.98

EGL (ft) = 3.13



# Channel Report

## 1701 Platte - 17th Street Section

### User-defined

Invert Elev (ft) = 5181.56  
Slope (%) = 1.20  
N-Value = 0.013

### Calculations

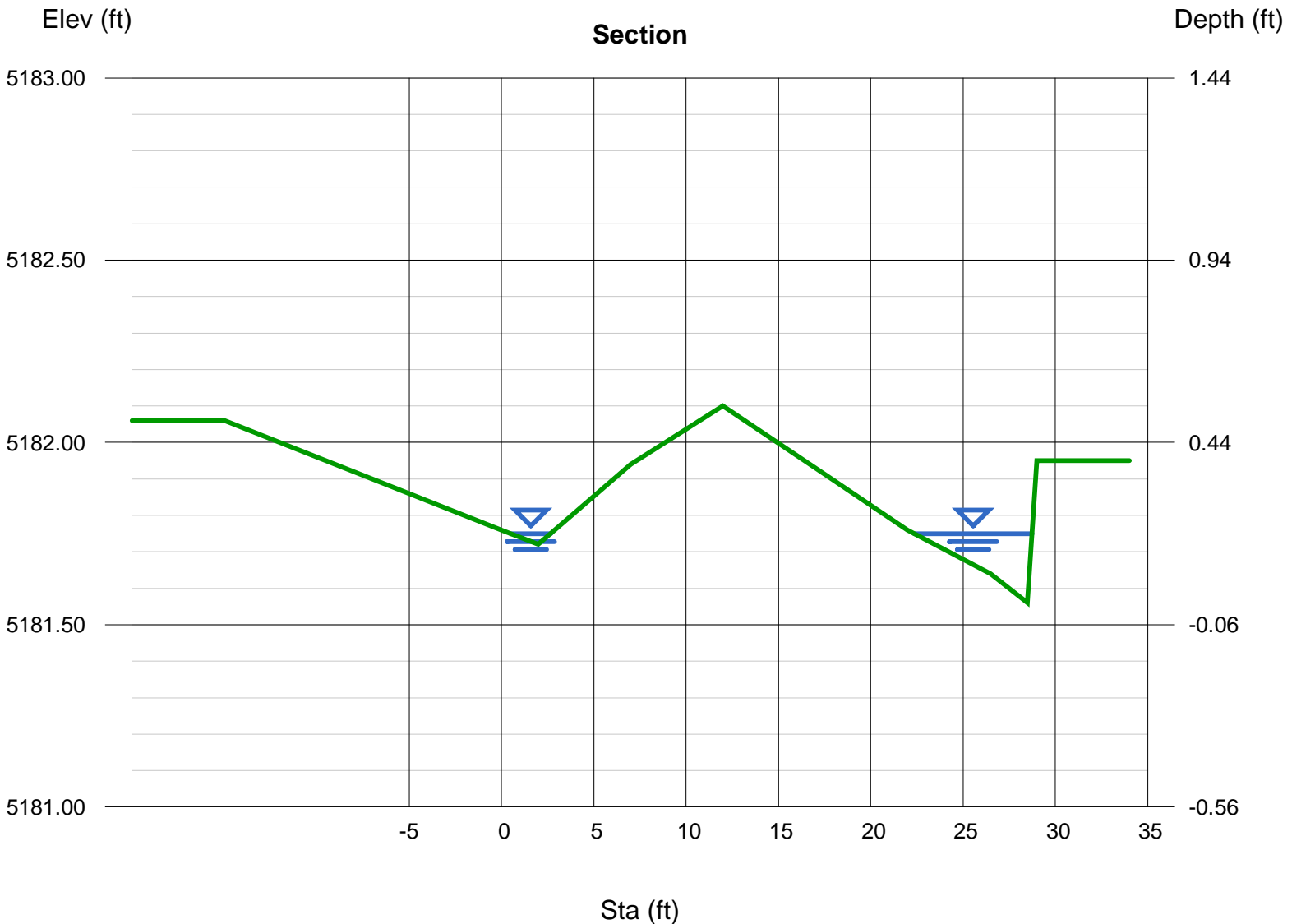
Compute by: Known Q  
Known Q (cfs) = 1.16

### Highlighted

Depth (ft) = 0.19  
Q (cfs) = 1.160  
Area (sqft) = 0.58  
Velocity (ft/s) = 1.99  
Wetted Perim (ft) = 8.63  
Crit Depth, Yc (ft) = 0.21  
Top Width (ft) = 8.56  
EGL (ft) = 0.25

### (Sta, El, n)-(Sta, El, n)...

(-15.00, 5182.06) -(2.00, 5181.72, 0.013) -(7.00, 5181.94, 0.013) -(12.00, 5182.10, 0.013) -(17.00, 5181.93, 0.013) -(22.00, 5181.76, 0.013) -(26.50, 5181.64, 0.013) -(28.50, 5181.56, 0.013) -(29.00, 5181.95, 0.013)



# Channel Report

## 1701 Platte - Platte Street Section

### User-defined

Invert Elev (ft) = 5179.43  
Slope (%) = 1.82  
N-Value = 0.013

### Highlighted

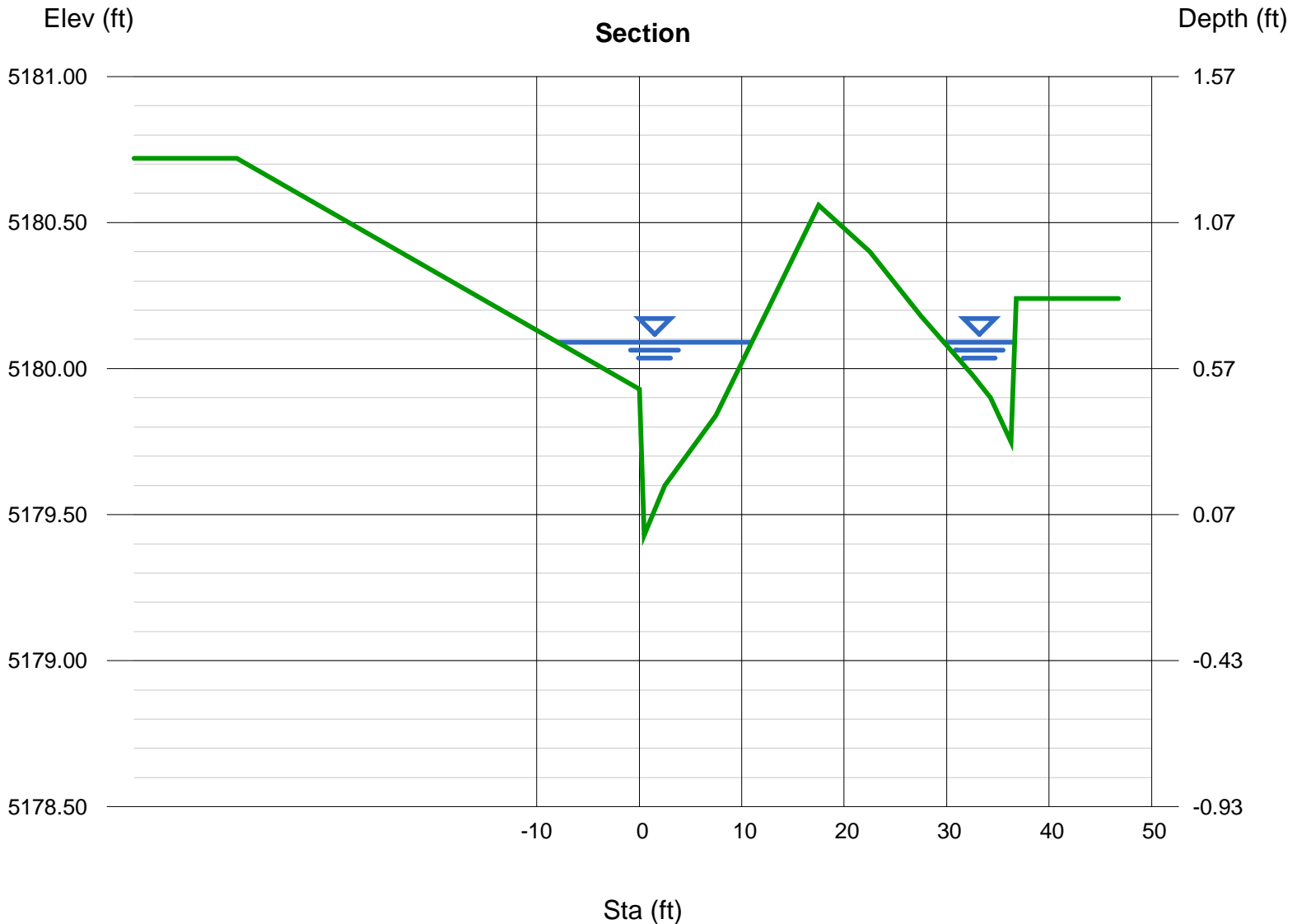
Depth (ft) = 0.66  
Q (cfs) = 27.45  
Area (sqft) = 5.29  
Velocity (ft/s) = 5.19  
Wetted Perim (ft) = 26.22  
Crit Depth, Yc (ft) = 0.80  
Top Width (ft) = 25.85  
EGL (ft) = 1.08

### Calculations

Compute by: Known Q  
Known Q (cfs) = 27.45

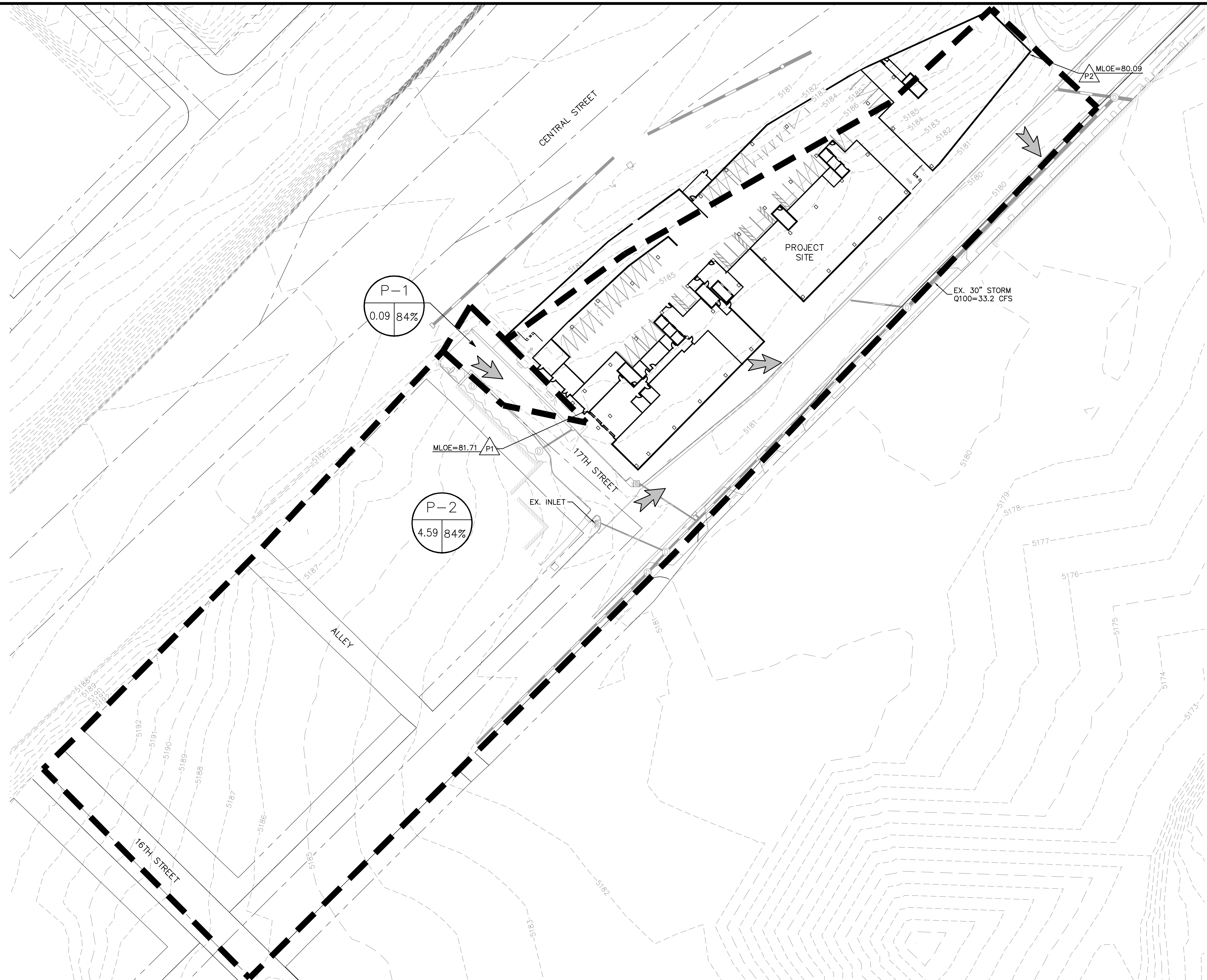
### (Sta, El, n)-(Sta, El, n)...

(-39.30, 5180.72) -(0.50, 5179.43, 0.013) -(2.50, 5179.60, 0.013) -(7.50, 5179.84, 0.013) -(12.50, 5180.20, 0.013) -(17.50, 5180.56, 0.013) -(22.50, 5180.40, 0.013) -(27.50, 5180.18, 0.013) -(32.50, 5179.98, 0.013) -(34.30, 5179.90, 0.013) -(36.30, 5179.75, 0.013) -(36.80, 5180.24, 0.013)





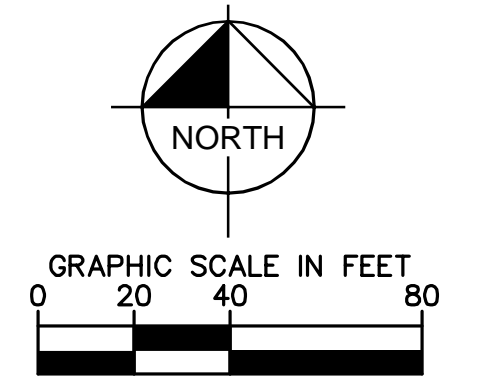
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 Dec 14, 2016 11:46am



**PROPOSED DRAINAGE LEGEND**

	# = BASIN DESIGNATION
	AC = AREA IN ACRES
	I = WEIGHTED BASIN IMPERVIOUSNESS
	# = DESIGN POINT
	PROPOSED DRAINAGE PATTERN
	PROPOSED BASIN BOUNDARY
	MLOE
	MINIMUM LOWEST OPENING ELEVATION

- NOTE**
- MLOE REPRESENTS THE LOWEST ELEVATION FOR EACH RESPECTIVE FINISHED FLOOR BASED ON 2x100-YEAR STORM.
  - MLOE CALCULATED USING A 1.8% SLOPE FROM BACK OF CURB TO APPROXIMATE BUILDING LOCATION. ALL ELEVATIONS SHOULD BE ASSUMED AS SUCH.
  - ALL MLOE'S CAN BE SET USING A 1.8% SLOPE UP FROM THE TOP BACK OF CURB TO THE OPENING ANYWHERE ALONG THE PROJECT FRONTAGE.



1701 PLATTE  
 MLOE ANALYSIS  
 DECEMBER 15, 2016

