

After recording, return to:  
Division of Real Estate  
City and County of Denver  
201 West Colfax Avenue, Dept. 1010  
Denver, Colorado 80202

## ACCESS EASEMENT (NORTH)

THIS ACCESS EASEMENT AGREEMENT (“Agreement”), is entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado (“City”) and **THE DENVER ROCK ISLAND RAILROAD**, a Colorado corporation with an address of 3400 E. 56<sup>th</sup> Avenue, Commerce City, Colorado 80022 (“DRIR” or “Grantee”).

### RECITALS

- A. Grantor is the owner of that certain real property located in City and County of Denver, Colorado, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“Grantor Property”), generally known as the National Western Center campus (the “Campus”).
- B. Grantee is the beneficiary of an easement for rail operations from the City that is described on **Exhibit B**, attached hereto and made a part hereof (“Rail Corridor”).
- C. Grantee has requested from the City access easements for vehicular ingress, egress and access to the Rail Corridor over certain portions of City owned land, including one portion of the City-owned land at the south end of the Campus and another at the north end of the Campus.
- D. City desires to grant to Grantee the access easement for ingress and egress to the Rail Corridor effective upon the City’s signing and delivery of this Agreement to Grantee (“Effective Date”).

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, restrictions, and requirements contained herein, the City and the Grantee agree as follows:

1. Grant of Access Easement. The City grants and conveys to Grantee a non-exclusive easement to have and to hold the right to enter upon, across, and through the lands located in the City and County of Denver and described in **Exhibit C**, attached hereto and incorporated herein for vehicular access, ingress and egress (“Access Easement”).

2. Retained Rights of the City. The City retains the right to the undisturbed use and occupancy of the Easement Areas and any adjacent property owned by the City insofar as such use and occupancy is consistent with and does not impair any grant in this Agreement, except as otherwise provided in this Agreement, including the right to grant additional easements for utilities or otherwise within the Easement Areas. The City shall allow the Grantee reasonable and sufficient access, ingress, and egress within the Easement Areas. The City reserves the rights for existing easements within the Access Easement for utilities and other purposes, if any. The City shall not grant any subsequent easements within the Access Easement that would interfere with the Grantee's use and enjoyment of this non-exclusive easement.

3. Covenants of the Grantee.

a) The Grantee's use of the Easement Areas shall not interfere with the City's ability to use the Easement Areas or the City's adjacent property, except as otherwise set forth herein.

b) The Grantor shall complete the initial construction and installation of the physical improvements necessary for Grantee's use of the Access Easement in accordance with the City's standards and requirements. Following Grantor's initial construction of the improvements within the Access Easement, Grantor, at its sole cost and expense, shall maintain, repair and replace such improvements in accordance with the City's standards and requirements.

c) The Grantee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Easement Areas by Grantee, Grantee's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated or disposed of on or in the Easement Areas, or if the Easement Areas become contaminated in any manner due to the actions or inactions of the Grantee, Grantee shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Easement Areas and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising as a result of those actions or inactions by Grantee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Grantee causes or permits the presence of any hazardous Substance on the Easement Areas and that results in contamination, Grantee shall promptly, at its sole expense, take any and all necessary actions to return the Easement Area to the condition existing prior to the presence of any such Hazardous Substance. Grantee shall first obtain the City's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is defined as "toxic", "hazardous waste" or a "hazardous substance" or that is toxic, ignitable, reactive, or corrosive, and is regulated by any local government, the State of Colorado or the United States, including asbestos, asbestos containing material, polychlorobiphenyls ("PCB"), and petroleum.

4. No Representations. The City makes no representation or warranty of any kind with respect to the condition of the Easement Areas. The Grantee accepts the Easement Areas in

“AS-IS” condition, WITH ALL FAULTS AND AT THE GRANTEE’S OWN RISK, without any warranty, express or implied, including without limitation, any warranty of merchantability, liability, fitness or fitness for a particular purpose, all such warranties being hereby expressly disclaimed by the City.

5. Defense and Indemnity.

a) To the fullest extent permitted by law, Grantee agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to Grantee’s activities or presence in the Easement Area under this Easement that are attributable to the negligence or fault of DRIR or DRIR’s customers, agents, representatives, contractors, or suppliers (“**Claims**”). This indemnity shall be interpreted in the broadest possible manner consistent with applicable law to indemnify the City.

b) Grantee’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Grantee’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c) Grantee shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

d) Insurance coverage requirements specified in this Easement in no way lessen or limit the liability of the Grantee under the terms of this indemnification obligation. The Grantee is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e) This defense and indemnification obligation shall survive the expiration or termination of this Easement.

6. Governing Law; Venue. Each and every term, condition, or covenant of this Agreement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this Agreement as if fully set out by this reference. Venue for any action

relating to this Agreement shall be in the State District Court in the City and County of Denver, Colorado unless otherwise required by law.

7. Successors and Assigns and Running With the Land. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties and all covenants herein shall apply to and run with the land.

8. Authorization. The Grantee represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of Grantee.

9. Severability. The promises and covenants in this Agreement are several in nature. Should any one or more of the provisions of this Agreement be judicially adjudged invalid or unenforceable, the judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement if the intent of the City and Grantee can be fulfilled.

10. Notices. All notices under this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, 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:

If to Denver: Mayor  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

With a copy to: Denver City Attorney  
201 W. Colfax Ave., Dept. 1207  
Denver, Colorado 80202

If to Grantee: General Manager  
Denver Rock Island Railroad  
3400 E. 56<sup>th</sup> Ave.  
Commerce City, CO 80022

With a copy to:  
  
Corporate Secretary  
The Denver Rock Island Railroad  
3400 E. 56<sup>th</sup> Ave.  
Commerce City, CO 80022

11. Amendments. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this

Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect nor bind the City. This Agreement and any amendments to it shall be binding upon the parties and their successors and assigns. Amendments to this Agreement may require approval of the City Council if required by the City Charter and must be fully executed by the City and the Grantee.

12. Appropriation by City Council. All obligations of the City under and pursuant to this Agreement, if any, are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

**Contract Control Number:**  
**Contractor Name:**

PWADM-201951168-00  
THE DENVER ROCK ISLAND RAILROAD

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:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_  
Assistant City Attorney

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

By:

\_\_\_\_\_  
Auditor

**Contract Control Number:**  
**Contractor Name:**

PWADM-201951168-00  
THE DENVER ROCK ISLAND RAILROAD

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

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

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

ATTEST: [if required]

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

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

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

**Exhibit A to the Access Easement for Northern Access to Rail  
Description/Depiction “Grantor Property” or “Campus”**



## DESCRIPTION OF NATIONAL WESTERN CENTER

### **NATIONAL WESTERN CENTER CAMPUS**

A PART OF THE SOUTH HALF OF SECTION 14, A PART OF THE NORTH HALF OF SECTION 23, AND A PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH HALF OF SECTION 14 AND THE EAST LINE OF FRANKLIN ST.;

THENCE SOUTHERLY, ALONG SAID EAST LINE OF FRANKLIN ST. TO THE NORTHEASTERLY LINE OF RACE CT.;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF RACE CT. AND THE EXTENSION OF THE NORTHEASTERLY LINE OF SAID RACE CT. TO THE SOUTHEASTERLY LINE OF BRIGHTON BLVD.;

THENCE SOUTHERLY ALONG THE SOUTHEASTERLY AND EASTERLY LINE OF SAID BRIGHTON BLVD. TO THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF 44<sup>TH</sup> ST.;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF SAID 44<sup>TH</sup> ST. AND THE EXTENSION OF THE SOUTHWESTERLY LINE OF SAID 44<sup>TH</sup> ST. TO THE SOUTHERLY LINE OF 46<sup>TH</sup> AVE.;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF 46<sup>TH</sup> AVE. TO THE NORTHWESTERLY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD MAINLINE;

THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD MAINLINE TO THE WESTERLY LINE OF THE OFFICIAL CHANNEL OF THE SOUTH PLATTE RIVER;

THENCE NORTHERLY ALONG SAID WESTERLY LINE OF THE OFFICIAL CHANNEL OF THE SOUTH PLATTE RIVER TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 14;

THENCE EASTERLY TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED OCTOBER 1, 2014 AT RECEPTION NO. 2014119366 IN THE OFFICE OF THE CLERK AND RECORDER, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED THEREIN AS FOLLOWS:

LOTS 12 THROUGH 18, INCLUSIVE, BLOCK 43, KEENER'S SUBDIVISION, TOGETHER WITH THE WEST HALF OF THE VACATED ALLEY ADJOINING SAID LOTS, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

TOGETHER WITH:

THOSE PARCELS OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MARCH 11, 2015 AT RECEPTION NO. 2015030423 IN THE OFFICE OF THE CLERK AND RECORDER, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED THEREIN AS FOLLOWS:

PARCEL A:

A PARCEL OF LAND LOCATED IN LOTS 19 TO 25, INCLUSIVE, BLOCK 43, KEENER'S SUBDIVISION AND THE EAST 1/2 OF VACATED ALLEY LYING WEST OF AND ADJACENT TO SAID LOTS, AND ALSO LOTS 12 TO 25, INCLUSIVE, BLOCK 42, KEENER'S SUBDIVISION AND THE VACATED ALLEY LYING ADJACENT TO AND BETWEEN SAID LOTS, AND THE VACATED WILLIAMS ST. LYING ADJACENT TO AND BETWEEN SAID BLOCK 42 AND 43 KEENER'S SUBDIVISION IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 43 WHICH IS 120.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 43; THENCE NORTH, PARALLEL WITH THE EAST LINE OF GILPIN ST. (BRIGHTON BLVD.), A DISTANCE OF 190.0 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF 48TH AVENUE, A DISTANCE OF 420.0 FEET TO THE NORTHEAST CORNER OF LOT 25, BLOCK 42, KEENER'S SUBDIVISION; THENCE SOUTH PARALLEL WITH THE EAST LINE OF GILPIN ST. (BRIGHTON BLVD.), A DISTANCE OF 190.0 FEET TO THE SOUTHEAST CORNER OF LOT 19, BLOCK 42, KEENER'S SUBDIVISION, WHICH POINT IS ON THE NORTH LINE OF 48TH AVENUE; THENCE WEST ALONG THE NORTH LINE OF 48TH AVENUE, A DISTANCE OF 420.0 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A PARCEL OF LAND LOCATED IN LOTS 9, 10, 11, AND 26, 27, 28, BLOCK 43, KEENER'S SUBDIVISION AND THE VACATED ALLEY LYING BETWEEN AND ADJACENT TO SAID LOTS, AND ALSO LOTS 9, 10, 11 AND 26, 27, 28, BLOCK 42, KEENER'S SUBDIVISION AND THE VACATED ALLEY LYING BETWEEN AND ADJACENT TO SAID LOTS, AND VACATED WILLIAMS STREET, LYING

BETWEEN AND ADJACENT TO SAID BLOCKS 42 AND 43, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE EAST LINE OF GILPIN ST. (BRIGHTON BLVD.), WHICH IS 190.0 FEET NORTH OF THE SOUTHWEST CORNER OF BLOCK 43, KEENER'S SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF GILPIN ST. (BRIGHTON BLVD.), A DISTANCE OF 63.8 FEET; THENCE NORTH 89°55' EAST, A DISTANCE OF 540.0 FEET; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF GILPIN ST. (BRIGHTON BLVD.), A DISTANCE OF 62.63 FEET TO A POINT 190.0 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 42, WHICH POINT IS THE SOUTHEAST CORNER OF LOT 26, BLOCK 42, KEENER'S SUBDIVISION; THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID BLOCKS 42 AND 43, KEENER'S SUBDIVISION, A DISTANCE OF 540.0 FEET TO THE POINT OF BEGINNING.

PARCEL C:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (SE 1/4) SOUTHEAST QUARTER (SE 1/4) SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST AND IN LOTS 1-9, INCLUSIVE, AND LOTS 28-36, INCLUSIVE, BLOCK 43, KEENER'S SUBDIVISION AND THE VACATED ALLEY LYING BETWEEN AND ADJACENT TO SAID LOTS; AND ALSO LOTS 1-9, INCLUSIVE, AND LOTS 28-36, INCLUSIVE, BLOCK 42, KEENER'S SUBDIVISION AND THE VACATED ALLEY LYING BETWEEN AND ADJACENT TO SAID LOTS; AND VACATED WILLIAMS STREET, LYING BETWEEN SAID BLOCKS 42 AND 43 AND VACATED EAST 49TH AVENUE, LYING BETWEEN THE WEST LINE OF SAID BLOCK 43 AND THE EAST LINE OF SAID BLOCK 42 IN THE CITY AND COUNTY OF DENVER. STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE EAST LINE OF GILPIN STREET (BRIGHTON BLVD.), WHICH IS 253.8 FEET NORTH OF THE SOUTHWEST CORNER OF SAID BLOCK 43; THENCE NORTH, ALONG THE EAST LINE OF GILPIN ST. (BRIGHTON BLVD.), A DISTANCE OF 323.0 FEET TO A POINT 161.3 FEET SOUTH OF THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF BRIGHTON BLVD. AND THE EAST LINE OF GILPIN ST. (BRIGHTON BLVD.); THENCE NORTH 89°55' EAST, A DISTANCE OF 540.0 FEET; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF GILPIN ST. (BRIGHTON BLVD.), A DISTANCE OF 323.0 FEET; THENCE SOUTH 89°55' WEST, A DISTANCE OF 540.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN THE CITY AND COUNTY OF DENVER.

EXCEPT THAT PORTION CONVEYED TO THE CITY AND COUNTY OF DENVER BY SPECIAL WARRANTY DEED RECORDED MAY 8, 1995 AT RECEPTION NO. 9500051856.

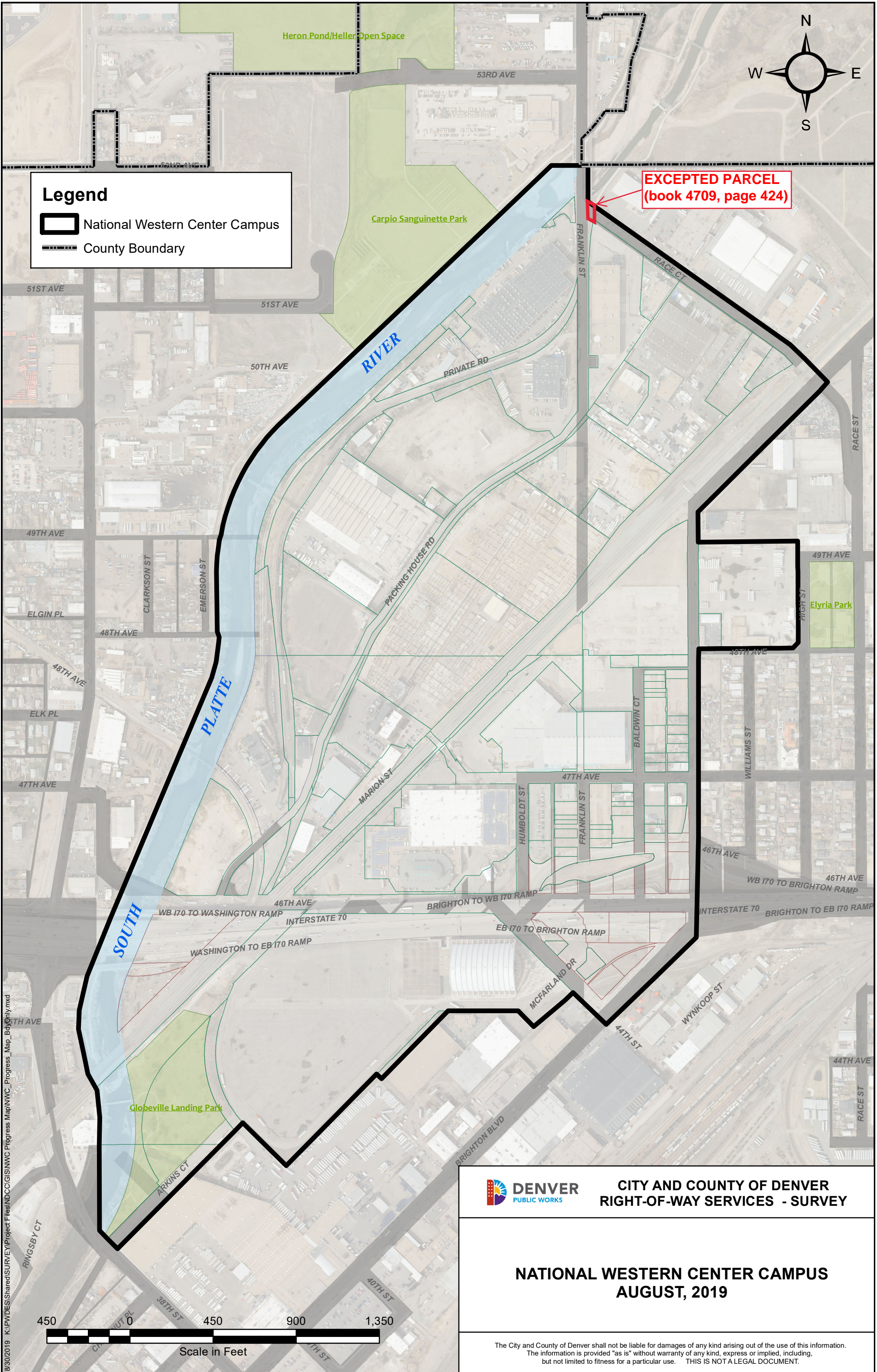
ALSO EXCEPTING THEREFROM THAT PARCEL OF LAND DESCRIBED IN  
BOOK 4709, AT PAGE 424 OF THE CITY AND COUNTY OF DENVER, STATE OF  
COLORADO, CLERK AND RECORDERS OFFICE.



### Legend

- National Western Center Campus
- County Boundary

**EXCEPTED PARCEL**  
(book 4709, page 424)



**CITY AND COUNTY OF DENVER**  
**RIGHT-OF-WAY SERVICES - SURVEY**

## NATIONAL WESTERN CENTER CAMPUS AUGUST, 2019

The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including, but not limited to fitness for a particular use. THIS IS NOT A LEGAL DOCUMENT.

8/30/2019 K:\PW\DES\Shared\SURVEY\Project Files\NDCC\GIS\NWC Progress Map\NWC Progress Map\_BodyOnly.mxd

**Exhibit B to the Access Easement for Northern Access to Rail  
Easement “Rail Corridor” Legal Description**

# RAIL CORRIDOR EASEMENT

LOCATED IN THE SOUTH HALF OF SECTION 14 & THE NORTH HALF OF SECTION 23,  
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

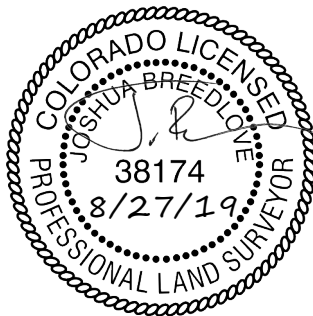
SHEET 1 OF 8

PARCELS OF LAND LOCATED IN THE SOUTH HALF OF SECTION 14 & THE NORTH HALF OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH-SOUTH CENTER LINE OF SECTION 14 TO BEAR NORTH 00°20'34" EAST, A DISTANCE OF 2,657.09 FEET BETWEEN A FOUND 3.25" ALUMINUM CAP STAMPED "COLO DEPT OF TRANSPORTATION T3S R68W 1/4 S14 S23 1994 PLS 23521" AT THE SOUTH QUARTER CORNER OF SECTION 14 AND A FOUND 2" BRASS CAP STAMPED "T3S R68W C 1/4 S14 1996 LS 17650" AT THE CENTER QUARTER CORNER OF SECTION 14, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 14; THENCE SOUTH 06°38'12" EAST, A DISTANCE OF 293.35 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF RACE COURT PER ORDINANCE 18, SERIES 1919 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF RACE COURT, SOUTH 54°35'18" EAST, A DISTANCE OF 29.71 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE 188.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 592.80 FEET, AN INCLUDED ANGLE OF 18°13'13" AND SUBTENDED BY A CHORD BEARING SOUTH 16°53'28" EAST, A DISTANCE OF 187.72 FEET; THENCE SOUTH 26°00'04" EAST, A DISTANCE OF 340.47 FEET; THENCE SOUTH 32°21'39" EAST, A DISTANCE OF 125.43 FEET TO A POINT OF CURVATURE; THENCE 86.08 FEET ALONG THE ARC OF CURVE TO THE RIGHT, HAVING A RADIUS OF 775.49 FEET, AN INCLUDED ANGLE OF 06°21'35" AND SUBTENDED BY A CHORD BEARING SOUTH 29°10'52" EAST, A DISTANCE OF 86.03 FEET; THENCE SOUTH 26°00'04" EAST, A DISTANCE OF 70.79 FEET TO A POINT OF CURVATURE; THENCE 758.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 685.69 FEET, AN INCLUDED ANGLE OF 63°21'20" AND SUBTENDED BY A CHORD BEARING SOUTH 05°40'35" WEST, A DISTANCE OF 720.17 FEET; THENCE SOUTH 36°53'00" WEST, A DISTANCE OF 248.33 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD;

(CONTINUED ON SHEET 2)



JOB NUMBER: 16-67,445  
DRAWN BY: J. STEPHENSON  
DATE: AUGUST 26, 2019

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
*Surveying, Engineering & Geomatics*



4501 LOGAN ST.  
DENVER, CO 80216  
PH: (303) 936-6997  
FAX: (303) 923-3180  
[www.FlatironsInc.com](http://www.FlatironsInc.com)

# RAIL CORRIDOR EASEMENT

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TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
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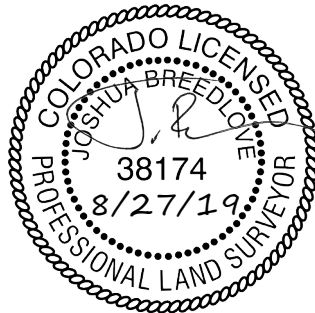
SHEET 2 OF 8

(CONTINUED FROM SHEET 1)

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10)  
COURSES:

- 1) SOUTH 37°21'38" WEST, A DISTANCE OF 462.92 FEET;
- 2) THENCE SOUTH 45°29'15" WEST, A DISTANCE OF 479.30 FEET;
- 3) THENCE SOUTH 45°29'43" WEST, A DISTANCE OF 568.94 FEET;
- 4) THENCE SOUTH 45°31'26" WEST, A DISTANCE OF 56.00 FEET;
- 5) THENCE SOUTH 45°29'43" WEST, A DISTANCE OF 73.80 FEET;
- 6) THENCE SOUTH 38°16'24" WEST, A DISTANCE OF 95.98 FEET;
- 7) THENCE SOUTH 45°29'01" WEST, A DISTANCE OF 534.04 FEET;
- 8) THENCE SOUTH 45°38'20" WEST, A DISTANCE OF 36.27 FEET;
- 9) THENCE SOUTH 45°26'32" WEST, A DISTANCE OF 101.56 FEET;
- 10) THENCE SOUTH 45°26'15" WEST, A DISTANCE OF 356.78 FEET TO A POINT ON THE  
NORTHERLY RIGHT-OF-WAY LINE OF EAST 46TH AVENUE; THENCE ALONG SAID NORTHERLY  
RIGHT-OF-WAY LINE, NORTH 89°56'11" WEST, A DISTANCE OF 55.54 FEET TO A POINT OF  
NON-TANGENT CURVATURE BEING ON THE EASTERLY LINE OF THE BURLINGTON NORTHERN  
RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID EASTERLY LINE, 43.22 FEET ALONG THE  
ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 640.66 FEET, AN INCLUDED ANGLE  
OF 03°51'55" AND SUBTENDED BY A CHORD BEARING NORTH 15°58'46" EAST, A DISTANCE  
OF 43.21 FEET; THENCE NORTH 45°28'51" EAST, A DISTANCE OF 879.82 FEET; THENCE  
NORTH 51°34'45" WEST, A DISTANCE OF 1.51 FEET; THENCE NORTH 45°28'51" EAST, A  
DISTANCE OF 57.77 FEET TO A POINT OF CURVATURE; THENCE 56.92 FEET ALONG THE  
ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 599.30 FEET, AN INCLUDED ANGLE  
OF 05°26'29" AND SUBTENDED BY A CHORD BEARING NORTH 42°45'36" EAST, A DISTANCE  
OF 56.89 FEET; THENCE NORTH 40°02'21" EAST, A DISTANCE OF 68.33 FEET TO A POINT  
OF CURVATURE; THENCE 60.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING  
A RADIUS OF 633.30 FEET, AN INCLUDED ANGLE OF 05°27'24" AND SUBTENDED BY A  
CHORD BEARING NORTH 42°46'04" EAST, A DISTANCE OF 60.29 FEET; THENCE NORTH  
45°29'46" EAST, A DISTANCE OF 10.14 FEET; THENCE NORTH 44°30'15" WEST, A DISTANCE  
OF 3.50 FEET;

(CONTINUED ON SHEET 3)



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SHEET 3 OF 8

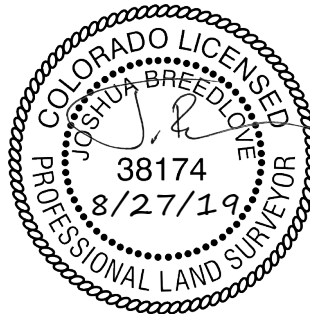
(CONTINUED FROM SHEET 2)

THENCE NORTH 45°29'46" EAST, A DISTANCE OF 6.50 FEET; THENCE SOUTH 44°30'15" EAST, A DISTANCE OF 3.50 FEET; THENCE NORTH 45°29'46" EAST, A DISTANCE OF 41.00 FEET; THENCE NORTH 44°30'15" WEST, A DISTANCE OF 3.50 FEET; THENCE NORTH 45°29'45" EAST, A DISTANCE OF 6.50 FEET; THENCE SOUTH 44°30'15" EAST, A DISTANCE OF 3.71 FEET; THENCE NORTH 45°29'46" EAST, A DISTANCE OF 85.97 FEET; THENCE NORTH 17°35'48" EAST, A DISTANCE OF 39.98 FEET; THENCE NORTH 45°29'46" EAST, A DISTANCE OF 893.07 FEET TO A POINT OF CURVATURE; THENCE 194.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1365.69 FEET, AN INCLUDED ANGLE OF 08°08'29" AND SUBTENDED BY A CHORD BEARING NORTH 41°25'31" EAST, A DISTANCE OF 193.89 FEET; THENCE NORTH 37°21'16" EAST, A DISTANCE OF 608.35 FEET TO A POINT OF CURVATURE; THENCE 671.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 607.69 FEET, AN INCLUDED ANGLE OF 63°21'21" AND SUBTENDED BY A CHORD BEARING NORTH 05°40'36" EAST, A DISTANCE OF 638.25 FEET; THENCE NORTH 26°00'04" WEST, A DISTANCE OF 126.22 FEET TO A POINT OF CURVATURE; THENCE 86.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 775.49 FEET, AN INCLUDED ANGLE OF 06°21'35" AND SUBTENDED BY A CHORD BEARING NORTH 22°49'17" WEST, A DISTANCE OF 86.03 FEET; THENCE NORTH 19°38'29" WEST, A DISTANCE OF 293.95 FEET; THENCE NORTH 26°00'04" WEST, A DISTANCE OF 117.56 FEET TO A POINT OF CURVATURE; THENCE 215.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 614.80 FEET, AN INCLUDED ANGLE OF 20°06'58" AND SUBTENDED BY A CHORD BEARING NORTH 15°56'35" WEST, A DISTANCE OF 214.74 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 307,482 SQ. FT. OR 7.06 ACRES, MORE OR LESS.

I, JOSHUA BREEDLOVE, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THESE PARCEL DESCRIPTIONS AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JOSHUA BREEDLOVE  
COLORADO P.L.S. #38174  
BRANCH MANAGER, FLATIRONS, INC.



JOB NUMBER: 16-67,445  
DRAWN BY: J. STEPHENSON  
DATE: AUGUST 26, 2019

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
*Surveying, Engineering & Geomatics*



4501 LOGAN ST.  
DENVER, CO 80216  
PH: (303) 936-6997  
FAX: (303) 923-3180  
[www.FlatironsInc.com](http://www.FlatironsInc.com)

# RAIL CORRIDOR EASEMENT

LOCATED IN THE SOUTH HALF OF SECTION 14 & THE NORTH HALF OF SECTION 23,  
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 4 OF 8

POINT OF COMMENCEMENT  
CENTER QUARTER CORNER OF  
SECTION 14, TOWNSHIP 3 SOUTH,  
RANGE 68 WEST OF THE 6TH P.M.  
FOUND 2" BRASS CAP STAMPED "T3S  
R68W C 1/4 S14 1996 LS 17650"

L=215.85'  
R=614.80'  
 $\Delta=20^{\circ}06'58''$   
CH=N15 $^{\circ}56'35''$ W  
214.74'

S06 $^{\circ}38'12''$ E  
293.35'

POINT OF BEGINNING  
S54 $^{\circ}35'18''$ E  
29.71'

L=188.51'  
R=592.80'  
 $\Delta=18^{\circ}13'13''$   
CH=S16 $^{\circ}53'28''$ E  
187.72'

REC. NO. 2005159512

FRANKLIN STREET  
(60' RIGHT-OF-WAY)

BASIS OF BEARINGS  
N00 $^{\circ}20'34''$ E 2657.09'

307,482 SQ. FT.  
OR 7.06 AC  $\pm$

N26 $^{\circ}00'04''$ W  
177.56'  
S26 $^{\circ}00'04''$ E  
340.47'  
N19 $^{\circ}38'29''$ W  
293.99'

UNPLATTED  
REC. NO. 2005020613

RACE COURT (60' RIGHT-OF-WAY)  
PER ORD. 18, SERIES 1919

S32 $^{\circ}21'39''$ E  
125.43'

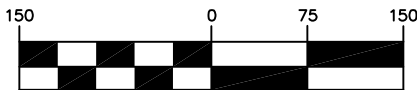
L=86.08'  
R=775.49'  
 $\Delta=6^{\circ}21'35''$   
CH=S29 $^{\circ}10'52''$ E  
86.03'

UNPLATTED  
REC. NO. 2015148689

SEE SHEET 5

SEE SHEET 5

GRAPHIC SCALE



( IN FEET )

1 inch = 150 ft.

JOB NUMBER: 16-67,445  
DRAWN BY: J. STEPHENSON  
DATE: AUGUST 26, 2019



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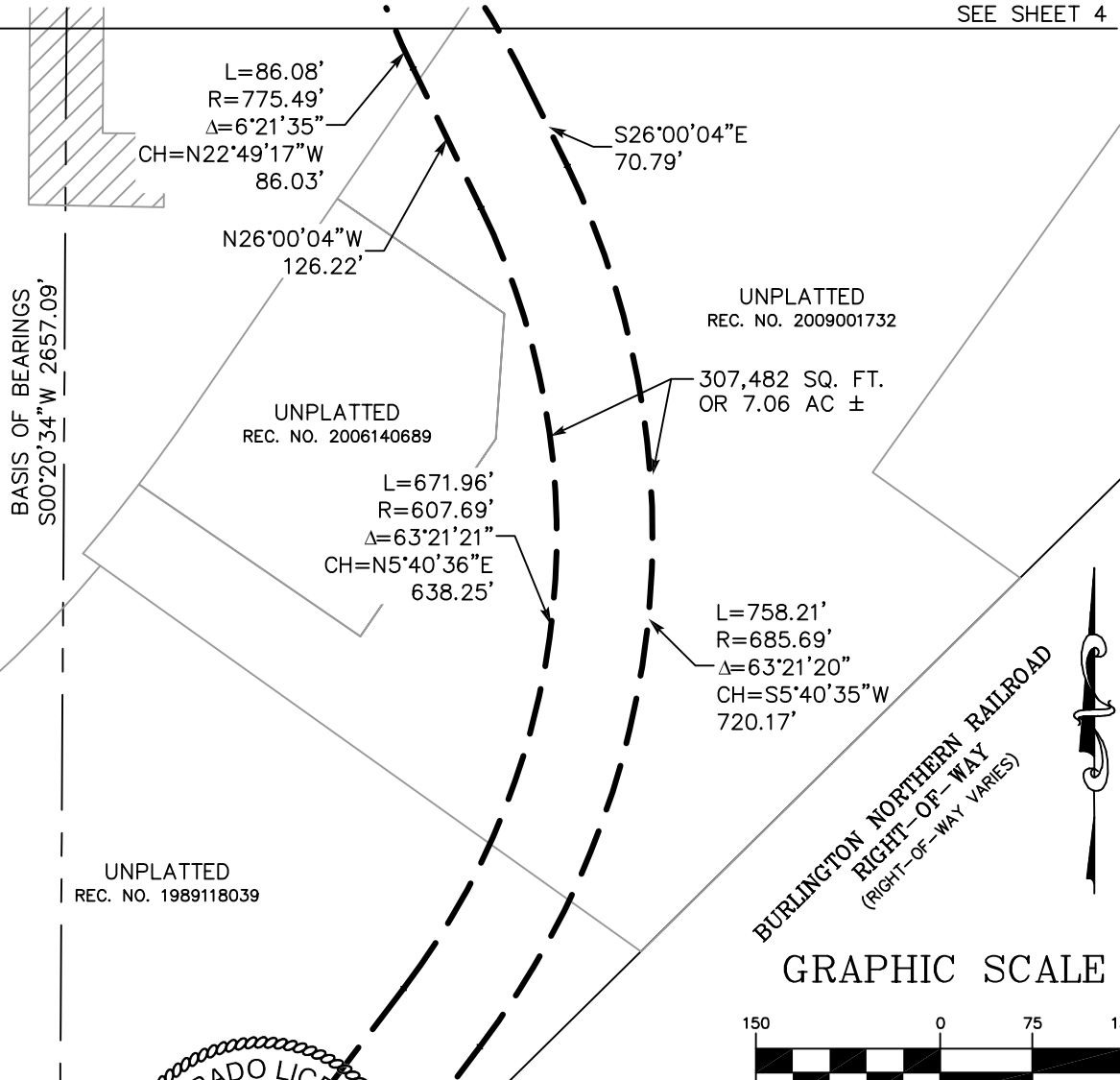
# RAIL CORRIDOR EASEMENT

LOCATED IN THE SOUTH HALF OF SECTION 14 & THE NORTH HALF OF SECTION 23,  
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

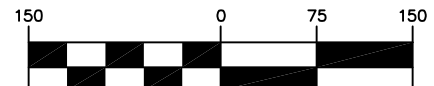
SHEET 5 OF 8

SEE SHEET 4

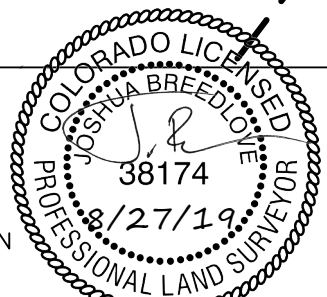
SEE SHEET 4



GRAPHIC SCALE



( IN FEET )  
1 inch = 150 ft.



SEE SHEET 6

SEE SHEET 6

JOB NUMBER: 16-67,445  
DRAWN BY: J. STEPHENSON  
DATE: AUGUST 26, 2019

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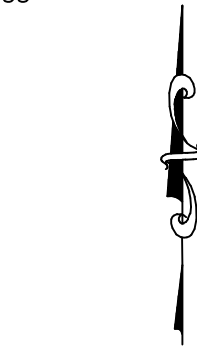
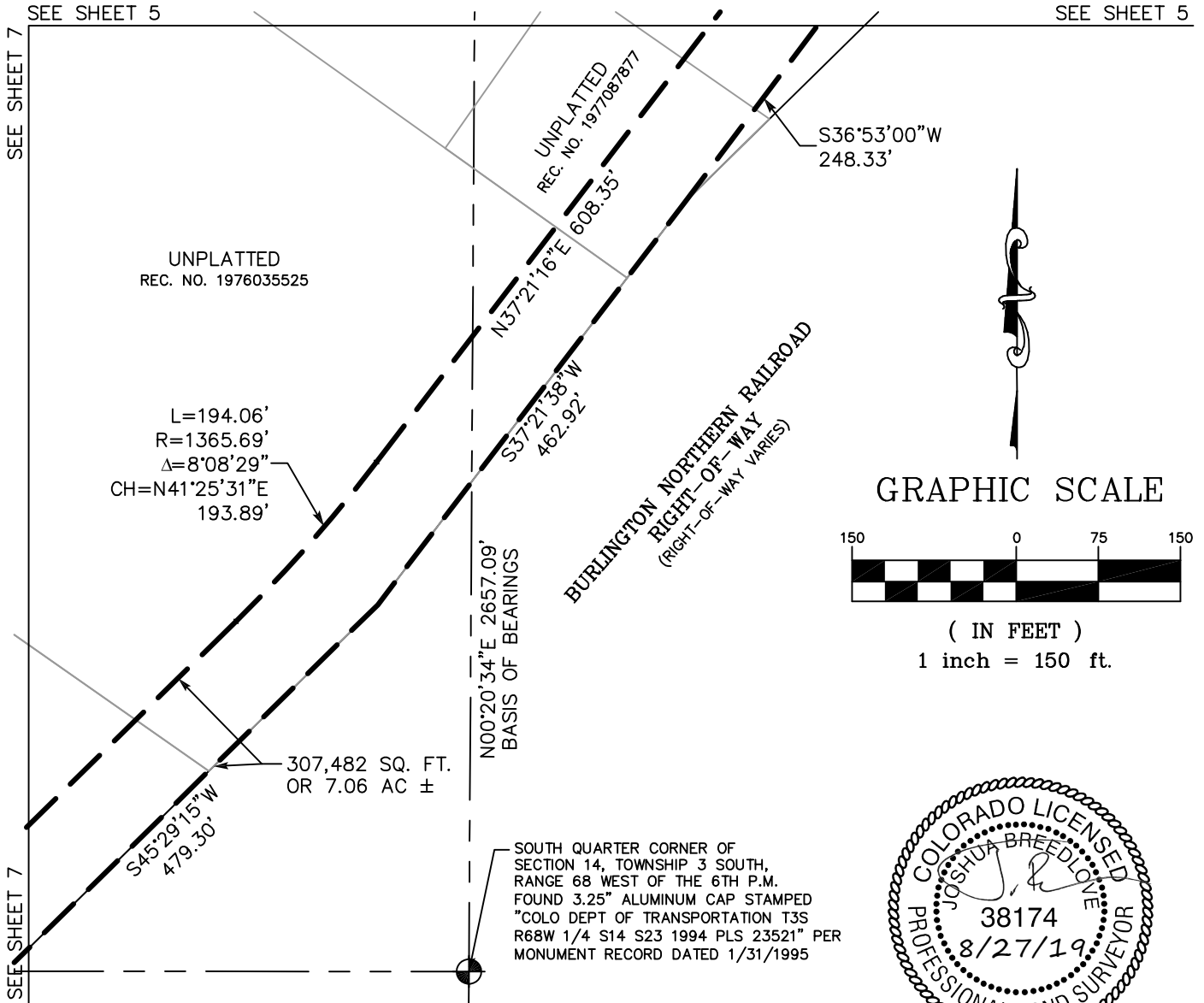
BY:JSTEPHENSON FILE:67445 NWC RAIL DESCRIPTION\_REV.1-C19.DWG DATE:8/26/2019 10:18 AM

# RAIL CORRIDOR EASEMENT

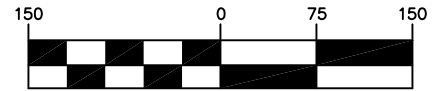
LOCATED IN THE SOUTH HALF OF SECTION 14 & THE NORTH HALF OF SECTION 23,  
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 6 OF 8

BY:JSTEPHENSON FILE:67445 NWC RAIL DESCRIPTION\_REV.1-C19.DWG DATE:8/26/2019 10:19 AM



GRAPHIC SCALE



( IN FEET )  
1 inch = 150 ft.



JOB NUMBER: 16-67,445  
DRAWN BY: J. STEPHENSON  
DATE: AUGUST 26, 2019

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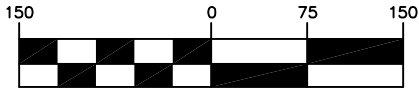
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# RAIL CORRIDOR EASEMENT

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TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 7 OF 8

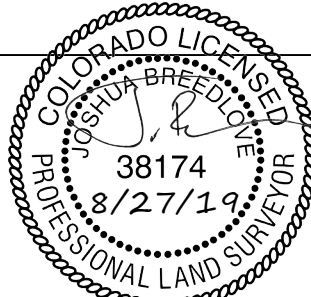
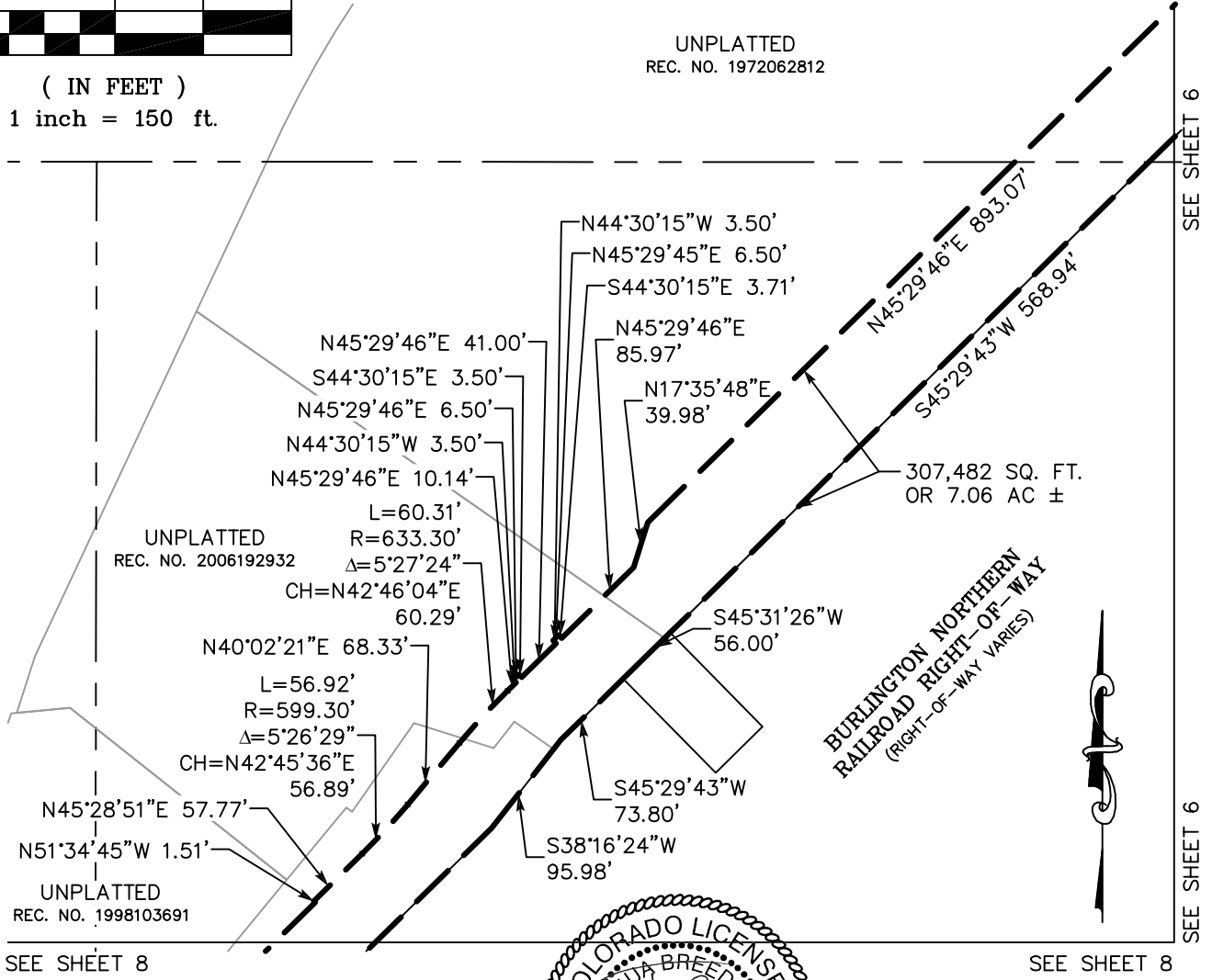
## GRAPHIC SCALE



( IN FEET )

1 inch = 150 ft.

UNPLATTED  
REC. NO. 1972062812



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JOB NUMBER: 16-67,445  
DRAWN BY: J. STEPHENSON  
DATE: AUGUST 26, 2019

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BY:JSTEPHENSON FILE:67445 NWC RAIL DESCRIPTION\_REV.1-C19.DWG DATE:8/26/2019 10:20 AM

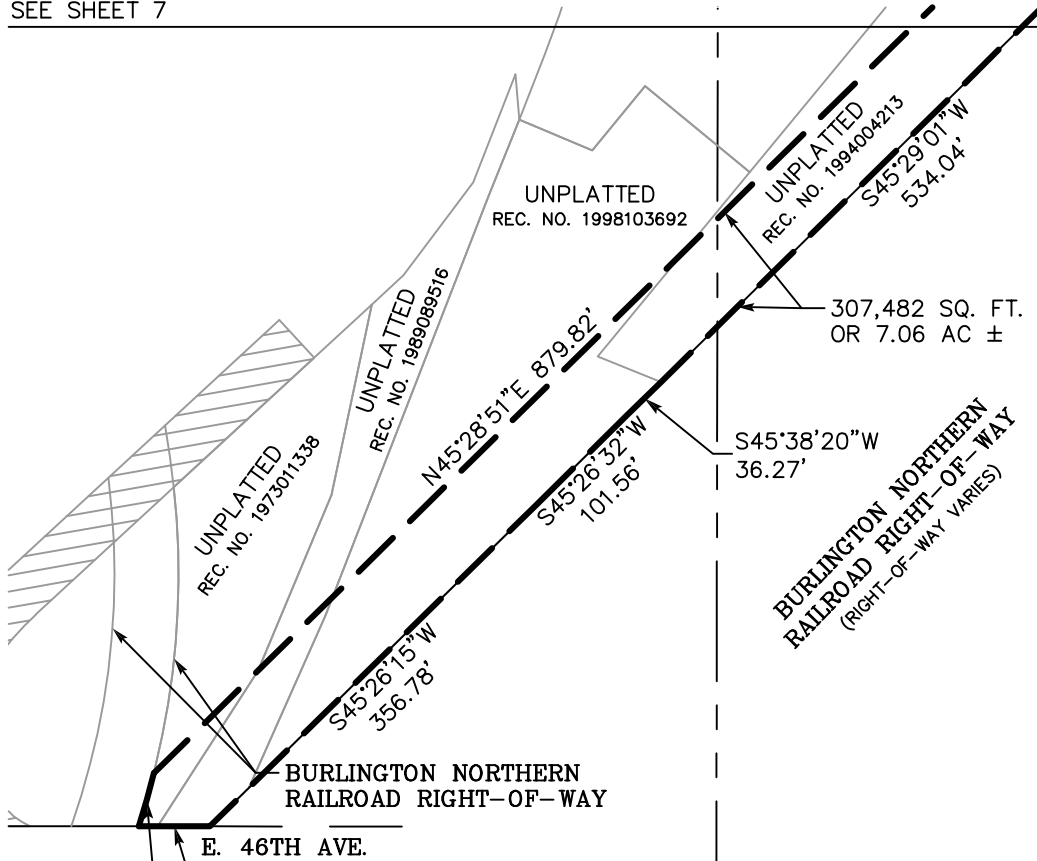
# RAIL CORRIDOR EASEMENT

LOCATED IN THE SOUTH HALF OF SECTION 14 & THE NORTH HALF OF SECTION 23,  
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 8 OF 8

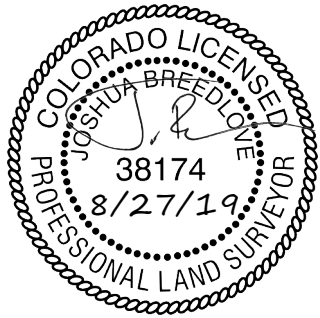
SEE SHEET 7

SEE SHEET 7

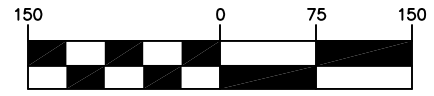


BURLINGTON NORTHERN  
RAILROAD RIGHT-OF-WAY  
(RIGHT-OF-WAY VARIES)

E. 46TH AVE.  
N89°56'11"W  
55.54'  
L=43.22'  
R=640.66'  
Δ=3°51'55"  
CH=N15°58'46"E  
43.21'



GRAPHIC SCALE



( IN FEET )  
1 inch = 150 ft.

JOB NUMBER: 16-67,445  
DRAWN BY: J. STEPHENSON  
DATE: AUGUST 26, 2019

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BY:JSTEPHENSON FILE:67445 NWC RAIL DESCRIPTION\_REV.1-C19.DWG DATE:8/26/2019 10:21 AM

**Exhibit C to the Access Easement for Northern Access to Rail  
Access Easement Legal Description/Depiction**

# NORTH ACCESS EASEMENT

LOCATED IN THE SOUTH HALF OF SECTION 14 & THE NORTH HALF OF SECTION 23,  
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

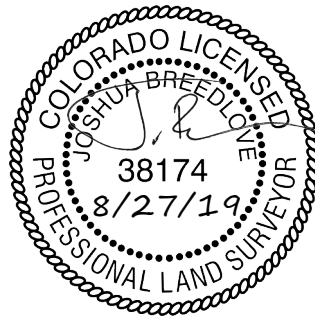
SHEET 1 OF 4

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 14 & THE NORTH HALF OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH-SOUTH CENTER LINE OF SECTION 14 TO BEAR NORTH 00°20'34" EAST, A DISTANCE OF 2,657.09 FEET BETWEEN A FOUND 3.25" ALUMINUM CAP STAMPED "COLO DEPT OF TRANSPORTATION T3S R68W 1/4 S14 S23 1994 PLS 23521" AT THE SOUTH QUARTER CORNER OF SECTION 14 AND A FOUND 2" BRASS CAP STAMPED "T3S R68W C 1/4 S14 1996 LS 17650" AT THE CENTER QUARTER CORNER OF SECTION 14, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 14; THENCE SOUTH 30°03'27" EAST, A DISTANCE OF 524.67 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF RACE COURT PER ORDINANCE 18, SERIES 1919 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RACE COURT, SOUTH 54°35'18" EAST, A DISTANCE OF 24.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 35°24'42" WEST, A DISTANCE OF 155.30 FEET; THENCE SOUTH 26°00'04" EAST, A DISTANCE OF 208.54 FEET; THENCE SOUTH 32°21'39" EAST, A DISTANCE OF 124.04 FEET TO A POINT OF CURVATURE; THENCE 88.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 800.49 FEET, AN INCLUDED ANGLE OF 06°21'35" AND SUBTENDED BY A CHORD BEARING SOUTH 29°10'52" EAST, A DISTANCE OF 88.81 FEET; THENCE SOUTH 26°00'04" EAST, A DISTANCE OF 70.79 FEET TO A POINT OF CURVATURE; THENCE 785.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 710.69 FEET, AN INCLUDED ANGLE OF 63°21'21" AND SUBTENDED BY A CHORD BEARING SOUTH 05°40'36" WEST, A DISTANCE OF 746.43 FEET; THENCE SOUTH 37°21'16" WEST, A DISTANCE OF 86.89 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 45°26'55" WEST, A DISTANCE OF 163.05 FEET;

(CONTINUED ON SHEET 2)



JOB NUMBER: 16-67,445  
DRAWN BY: J. STEPHENSON  
DATE: AUGUST 26, 2019

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# NORTH ACCESS EASEMENT

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TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 2 OF 4

(CONTINUED FROM SHEET 1)

THENCE NORTH 36°53'00" EAST, A DISTANCE OF 248.33 FEET TO A POINT OF CURVATURE;  
THENCE 758.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF  
685.69 FEET, AN INCLUDED ANGLE OF 63°21'21" AND SUBTENDED BY A CHORD BEARING  
NORTH 05°40'36" EAST, A DISTANCE OF 720.17 FEET; THENCE NORTH 26°00'04" WEST, A  
DISTANCE OF 70.79 FEET TO A POINT OF CURVATURE; THENCE 86.08 FEET ALONG THE  
ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 775.49 FEET, AN INCLUDED ANGLE  
OF 06°21'35" AND SUBTENDED BY A CHORD BEARING NORTH 29°10'52" WEST, A DISTANCE  
OF 86.03 FEET; THENCE NORTH 32°21'39" WEST, 125.43 FEET; THENCE NORTH 26°00'04"  
WEST, A DISTANCE OF 223.63 FEET; THENCE NORTH 35°24'42" EAST, A DISTANCE OF  
170.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 39,791 SQ. FT., OR 0.91 ACRES, MORE OR LESS.

I, JOSHUA BREEDLOVE, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO  
HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THESE PARCEL DESCRIPTIONS  
AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER  
MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO  
REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE  
STATUTE.

JOSHUA BREEDLOVE  
COLORADO P.L.S. #38174  
BRANCH MANAGER, FLATIRONS, INC.



JOB NUMBER: 16-67,445  
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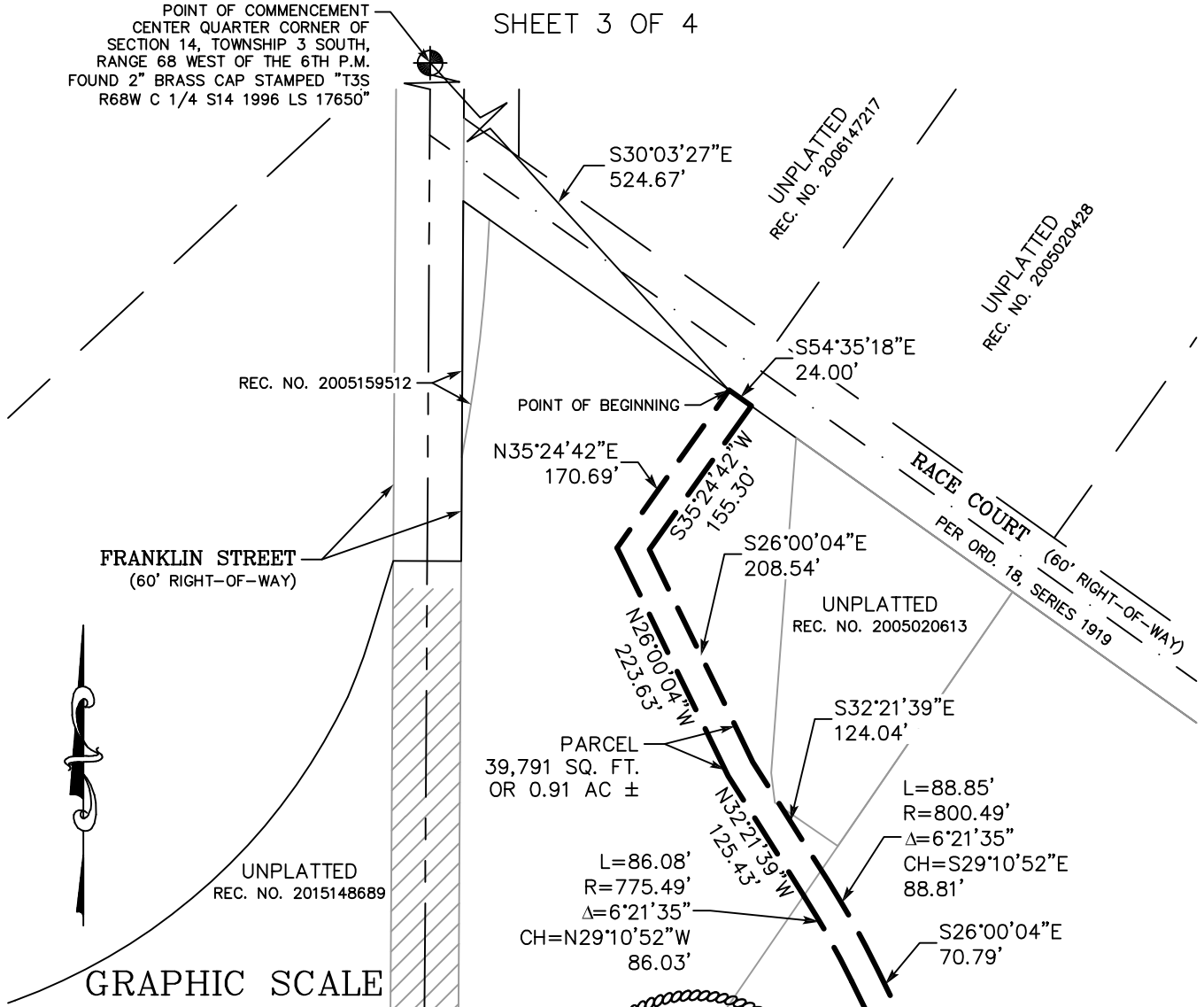
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# NORTH ACCESS EASEMENT

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TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 3 OF 4

POINT OF COMMENCEMENT  
CENTER QUARTER CORNER OF  
SECTION 14, TOWNSHIP 3 SOUTH,  
RANGE 68 WEST OF THE 6TH P.M.  
FOUND 2" BRASS CAP STAMPED "T3S  
R68W C 1/4 S14 1996 LS 17650"

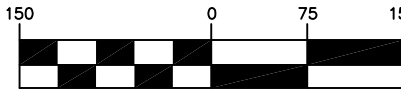


FRANKLIN STREET  
(60' RIGHT-OF-WAY)

PARCEL  
39,791 SQ. FT.  
OR 0.91 AC ±

RACE COURT  
(60' RIGHT-OF-WAY)  
PER ORD. 18, SERIES 1919

GRAPHIC SCALE

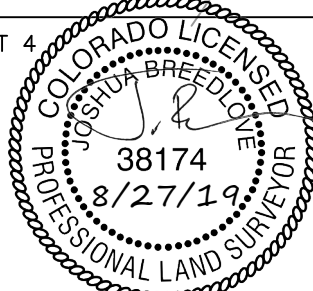


( IN FEET )

1 inch = 150 ft.

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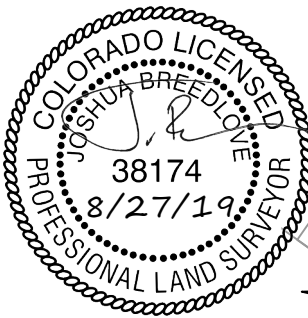
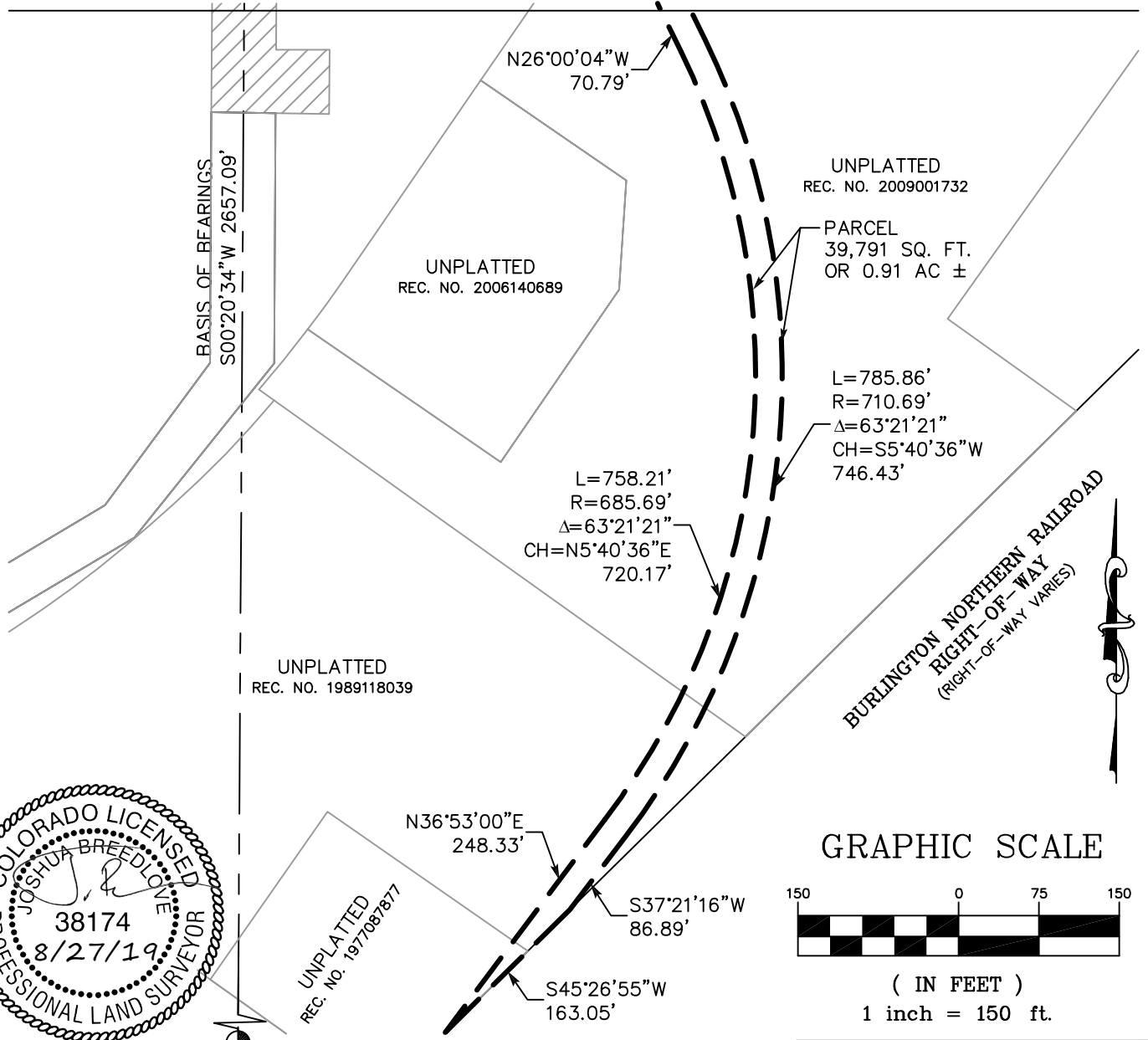
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SEE SHEET 3

SHEET 4 OF 4

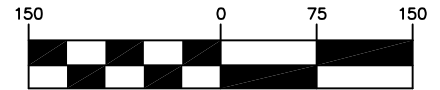
SEE SHEET 3



JOB NUMBER: 16-67,445  
DRAWN BY: J. STEPHENSON  
DATE: AUGUST 26, 2019

SOUTH QUARTER CORNER OF SECTION 14,  
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.  
FOUND 3.25" ALUMINUM CAP STAMPED "COLO DEPT OF  
TRANSPORTATION T3S R68W 1/4 S14 S23 1994 PLS 23521"

GRAPHIC SCALE



( IN FEET )  
1 inch = 150 ft.

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