

**PURCHASE AND SALE AGREEMENT
(1416 PLATTE STREET)**

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into as of the Effective Date by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“City” or “Owner” or “Seller”), and **RECREATIONAL EQUIPMENT, INC.**, a Washington corporation authorized to conduct business in Colorado, whose address is 6750 South 228th Street, Kent, Washington 98032 (“Purchaser”).

RECITALS

WHEREAS, the Seller owns certain property in the City and County of Denver, State of Colorado, at 1416 Platte Street; and

WHEREAS, the Seller has agreed to sell and the Purchaser has agreed to purchase this property, subject to the terms set forth in the Agreement; and

AGREEMENT

In consideration of the covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. **SUBJECT PROPERTY.** Purchaser agrees to purchase and the Seller agrees to sell the real property located at 1416 Platte Street, Denver, Colorado, and more particularly described in **Exhibit A**, attached and incorporated herein by this reference, and (i) all easements benefitting the real property and vacated roads, streets and alleys appurtenant to the property, (ii) all buildings, fixtures and improvements on the property, (iii) all Seller-owned equipment and other personal property used in connection with the building, and (iv) all of Seller’s rights, title and interest in and to all utility taps, licenses, permits, contract rights, and warranties and guarantees associated with the property (collectively “Property”); and reserving onto Seller and its successors and assigns, a perpetual, non-exclusive easement over, under, across, along, and through the area as described below as **Exhibit A-1** (“Easement Area”) for the purposes of constructing, operating, maintaining, repairing, upgrading and replacing public or private utilities including, but not limited to, storm drainage, sanitary sewer, and water facilities and all appurtenances to said utilities as more fully set forth in the Quit Claim Deed attached as **Exhibit B**.

2. **PURCHASE PRICE.** The total purchase price for the Property is **FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS** (\$500,000.00) (“Purchase Price”).

(a) **Earnest Money Deposit.** Within five (5) business days of the mutual execution of this Agreement, Purchaser shall deposit an earnest money deposit, in certified funds, in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) (“Earnest Money Deposit”) with First American Title Insurance Company (“Title Company”), which shall be fully refundable if either Seller or Purchaser terminates the Agreement on or before the expiration of

the Due Diligence Period, as hereinafter defined. The Earnest Money Deposit shall apply to the Purchase Price at Closing. Title and escrow services shall be coordinated through Martin Strelecky, Land Services USA, Inc., as agent for First American Title Insurance Company.

3. DUE DILIGENCE.

(a) Environmental Matters.

(i) Environmental Information. If not previously disclosed, Seller shall, within 3 days of execution of this Agreement by Purchaser, disclose and will continue to disclose through Closing in writing to the Purchaser, all information the City's Director of the Division of Real Estate ("Director") has regarding any environmental contamination or the presence of any hazardous or toxic substances on, under, or about the Property. For purposes of the Agreement "hazardous substances" mean all substances listed pursuant to regulation and promulgated under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C., § 9601 et seq., or applicable state law, and any other applicable federal or state laws now in force or hereafter enacted relating to hazardous waste disposal and the term hazardous substance also includes "hazardous waste" and "petroleum" as defined in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. §6991(1). The term "toxic substances" means and includes any materials present on the Property that are subject to regulation under the Toxic Substance Control Act ("TSCA"), 15 U. S. C. § 2601 et seq., applicable state law, or any other applicable federal or state law now in force or later enacted relating to toxic substances and includes asbestos, polychlorinated biphenyls (PCB's), and lead-based paints.

(ii) Environmental Audit. The Purchaser, at its sole expense, shall have the right to obtain a Phase I Report and Phase II Environmental Assessment Report ("Environmental Reports") on the Property. Seller shall cooperate with Purchase in obtaining the Environmental Reports.

(iii) Environmental Inspection. The Purchaser has the right to inspect the Property for environmental matters for ninety (90) days following execution of this Agreement by Purchaser ("Due Diligence Period").

(iv) Notice of Objection. The Purchaser shall give Seller notice of any unacceptable environmental conditions by the end of the Due Diligence Period ("Notice of Objection").

(v) Cure. The Seller may, in its sole discretion, cure any unacceptable environmental conditions identified in the Notice of Objection within fifteen (15) days after receipt of the Notice of Objection ("Cure Date") to the Purchaser's satisfaction. In the event Seller declines to cure such conditions by the Cure Date, the Purchaser may make the election as set forth in Paragraph 3(c)(v) below.

(b) Inspection. At its own expense, the Purchaser may conduct an inspection of the physical condition of the Property and has the right to inspect the Property during the Due Diligence Period. Seller shall cooperate with Purchase in Purchaser's inspection of the Property. The Purchaser shall give a Notice of Objection of any unacceptable physical condition of the

Property to Seller by the end of the Due Diligence Period. The Seller may, in its sole discretion, cure any unacceptable physical condition by the Cure Date to the Purchaser's satisfaction. In the event Seller declines to cure such unacceptable conditions by the Cure Date, the Purchaser may make the election as set forth in Paragraph 3(c)(v) below.

(c) Title and Survey.

(i) Title Review. During the Due Diligence Period, Purchaser, at Purchaser's expense, may obtain a current commitment for ALTA Form B Owner's Title Insurance Policy for the Property from the Title Company. The title insurance commitment and all copies or abstracts of instruments or documents identified in the commitment shall constitute the title documents ("Title Documents"). The Purchaser has the right to inspect the Title Documents.

(ii) Matters Not Shown by the Public Records and Survey. If not previously disclosed, three (3) days after execution of this Agreement by Purchaser and continuing to the Closing Date, Seller shall deliver to the Purchaser complete and accurate copies of all lease(s), employment contracts, contracts related to management and operation of the Property, including without limitation any property management and leasing agreements in the Director's possession pertaining to the Property and shall disclose, in writing, to the Purchaser all easements, liens or other title matters not shown by the public records of which the Director has actual knowledge. During the Due Diligence period, Purchaser may, at its sole cost and expense, obtain a current ALTA survey or take other actions necessary for the Title Company to remove the standard exceptions for defects, liens, mechanic's liens, tax or assessment liens, encumbrances (provided, however, the City shall deliver title to the Property free and clear of all monetary liens or encumbrances arising by through or under the City), encroachments, prescriptive easements, adverse claims, or similar matters that are not shown by the public records, from the title insurance policy issued to the Purchaser and confirming that no part of the Property is situated in a flood plain, wetlands or other specially environmentally controlled, regulated or protected area. Seller shall cooperate with Purchaser in obtaining such ALTA survey, etc. if Purchaser determines the same is necessary.

(iii) Notice of Unacceptable Conditions. The Purchaser shall give notice of any unacceptable condition of title or the survey to the Director by the end of the Due Diligence Period.

(iv) Cure. Seller may, in its sole discretion, cure such unacceptable conditions by the Cure Date to the Purchaser's satisfaction.

(v) Election. In the event Seller declines, pursuant to written notice to Purchaser, to cure such unacceptable conditions by the Cure Date, the Purchaser, in its sole discretion, and by three (3) days after the Cure Date ("Election Date"), may elect to waive such unacceptable conditions and proceed to Closing or treat the Agreement as terminated. If the Agreement is terminated, the Earnest Money Deposit shall be returned to Purchaser, and neither party shall have any further obligations hereunder.

(d) Operation of Property Pending Closing. Pending Closing, Seller shall operate and maintain the Property free from waste and neglect, in compliance with applicable law and in substantially the same manner as the Property has previously been operated and maintained and, without prior written consent of the Purchaser, shall not (i) amend or modify, in any material respect, any existing lease of space or any agreement relating to the Property; or (ii) enter into any new lease or other agreement relating to the Property; or (iii) further encumber or grant any interest in the Property.

4. CLOSING.

(a) Closing Date. The date and time of the Closing shall be mutually agreed upon by the parties, but in any event, the Closing shall occur no later than thirty (30) days after the Election Date (“Closing Date”). The Closing shall occur through an escrow at the Title Company offices, located at 1125 17th Street, Suite 750, Denver, Colorado 80202.

(b) Transfer of Title Deed. Subject to tender of the Purchase Price at Closing by the Purchaser and compliance with the other terms and provisions of the Agreement, Seller shall at Closing execute and deliver a good and sufficient Quit Claim Deed to the Purchaser (“Deed”) in substantially the form set forth in **Exhibit B**, attached hereto and incorporated herein, conveying the Property free and clear of all taxes (with proration as provided for in the Agreement) and free and clear of all liens and encumbrances, except: (i) those rights, if any, of third parties in the Property not shown by the public records accepted by the Purchaser in accordance with the Agreement; (ii) subject to applicable Denver building and zoning regulations; and (iii) subject to any other conditions acceptable to the Purchaser.

(c) Possession. Possession of the Property shall be delivered to the Purchaser on the Closing Date.

(d) Closing Costs, Documents and Services. The Purchaser shall pay for (i) any owner’s policy of title insurance, (ii) any survey, (iii) one-half (1/2) of all closing fees, if any, and (iv) all transfer taxes, state deed fees, recording fees, and documentary fees. The Seller shall pay for one-half (1/2) of all closing fees, if any. The Purchaser and Seller shall sign and complete all customary or required documents at or before Closing.

(e) Prorations. Seller shall pay at Closing any and all taxes and special assessments accrued and owed on the Property prorated to the date of Closing, if any. Proration of general taxes and assessments for the year of Closing shall be based on the most recent mil levy and assessment. Utility, water and sewer charges shall be prorated to the date of Closing and paid by the Seller. Other items not related to the Property shall be the responsibility of the Purchaser.

5. NO WARRANTY. Seller makes no representation or warranty of any kind with respect to the condition of the Property. Purchaser accepts the Property in its “AS-IS” condition, WITH ALL FAULTS AND AT PURCHASER’S 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 Purchaser. Seller does not convey or purport to convey any right not specifically set forth herein.

6. TIME IS OF THE ESSENCE/REMEDIES. Time is of the essence, and all the agreements in the Agreement contained shall be binding upon and for the benefit of each party's successors and assigns. If any payment due in accordance with the Agreement is not paid, honored or tendered when due, or if any other obligation under the Agreement is not performed or waived as provided in the Agreement, there shall be the following remedies:

(a) If the Seller is in Default. Purchaser may, as its sole and exclusive remedy, either: (i) treat this Agreement as canceled, in which event, the Earnest Money Deposit shall be returned to Purchaser and the parties shall be relieved of all obligations hereunder, or (ii) seek and obtain specific performance. Except as set forth in this section, Purchaser hereby waives the right to seek all actions of law and equity.

(b) If Purchaser is in Default. Seller may treat this Agreement as canceled as its sole remedy, in which event, the Earnest Money Deposit shall be returned to Purchaser and the parties shall be relieved of all obligations hereunder. Seller hereby waives the right to seek all actions of law and equity.

7. AUTHORITY TO EXECUTE. Purchaser represents that the persons who have executed the Agreement have all necessary and sufficient authority to bind Purchaser.

8. COOPERATION OF THE PARTIES. In the event that any third party brings an action against a party to the Agreement regarding the validity or operation of the Agreement, the other party will reasonably cooperate in any such litigation. Any party named in an action shall bear its own legal costs.

9. BROKER'S FEES. The Seller has not had negotiations through or brokerage services performed by any broker or intermediary that would require the Seller to pay any commissions or fees. Any commissions or fees owed to any broker or intermediary by the Purchaser shall be paid pursuant to a separate agreement and shall not be paid by the Seller or out of the Purchase Price. Purchaser hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages for any commissions or fees claimed by any broker, intermediary or other third party.

10. ASSIGNMENT. Any assignment of a party's rights and obligations under the Agreement shall require the prior written consent of the other party. If the Agreement is assigned, all the covenants and agreements contained in the Agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of the respective parties. Consent for the Seller shall be evidenced by the signature of the Director.

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

12. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under the Agreement, the 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, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts relating to the Agreement.

13. WHEN RIGHTS AND REMEDIES NOT WAIVED. In no event shall any performance under the Agreement constitute or be construed to be a waiver by any party of any breach of covenant or condition or of any default that may then exist. The rendering of any such performance when any such breach of default exists shall in no way impair or prejudice any right of remedy available with respect to such breach of 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 or any other default or breach.

14. SUBJECT TO LOCAL LAWS; VENUE. The Agreement is subject to and is to be construed in accordance with the laws of the State of Colorado and the City's Charter, Revised Municipal Code, and Executive Orders, including all ordinances, rules and regulations enacted or promulgated pursuant to these state and local provisions, which provisions are incorporated into the Agreement by reference. Venue for any action arising out of the Agreement shall be in the Denver District Court in the City and County of Denver, Colorado.

15. NOTICES. All notices provided for in the 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 City: Mayor
Mayor's Office
City and County Building
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Denver City Attorney's Office
201 W. Colfax, Department 1207
Denver, Colorado 80202

and:

Director of the Division of Real Estate
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

If to Purchaser: Recreational Equipment, Inc.
6750 South 228th Street
Kent, Washington 98032

With a copy to: Otten Johnson Robinson Neff and Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202

16. CONTRACT AS COMPLETE INTEGRATION; AMENDMENTS; TIME EXTENSIONS. The Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or amendment to the Agreement shall have any effect whatsoever, unless embodied in writing in the Agreement. No subsequent notation, renewal, addition, deletion, or amendment to the Agreement shall have any effect unless embodied in a written agreement executed by the parties, except the Parties may change the time for any performance set forth herein by a letter signed by the Director and an authorized representative of the Purchaser. No City Council approval shall be required for an amendment except as required by City Charter.

17. THIRD-PARTY BENEFICIARY. It is the intent of the parties that no third party beneficiary interest is created in the Agreement except for an assignment pursuant to the Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives that 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 the Agreement.

18. APPROPRIATION BY CITY COUNCIL. All obligations of the City under and pursuant to the Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of the Agreement and paid into the Treasury of the City.

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

20. NO PERSONAL LIABILITY. No elected official, director, officer, agent or employee of the Seller shall be charged personally or held contractually liable by or to the Purchaser under any term or provision of the Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of the Agreement.

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

22. MERGER. The Agreement shall survive closing and shall not be merged into the Deed conveying the Property.

23. CONSTRUCTION. The Agreement shall not be interpreted in favor of or against either Purchaser or the Seller merely because of their respective efforts in preparing it. The rule of strict construction shall not apply to the Agreement.

24. CITY EXECUTION OF AGREEMENT. The Agreement is subject to, and shall not become effective or binding on the City until approved by City Council and fully executed by the City and Purchaser.

25. COUNTERPARTS. The Agreement may be executed in at least two (2) counterparts, each of which is an original and together constitute the same document.

26. 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.

27. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. Parties hereto consent to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, except for the Quit Claim Deed, 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.

28. EFFECTIVE DATE. The effective date of this Agreement shall be the date set forth on the City's signature page below ("Effective Date").

[Remainder of Page Intentionally Left Blank]

Contract Control Number:

RECREATIONAL EQUIPMENT, INC.,
a Washington corporation

By: 

Name: Eric Artz
(please print)

Title: COO and CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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 _____



Exhibit A

(Exhibit on Following Page)

**PARCEL ONE EXHIBIT
1416 PLATTE STREET
SECTION 28 & 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST,
6TH PRINCIPAL MERIDIAN,
CITY AND COUNTY OF DENVER, STATE OF COLORADO**

A PORTION OF BLOCK ONE KASSERMANS ADDITION TO DENVER AND A PORTION OF BLOCK 6 NORTH DENVER AND BEING SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, T3S, R68W AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, T3S, R68W OF THE 6TH P.M. AND LOCATED IN THE CITY AND COUNTY OF DENVER, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BASIS OF BEARINGS: THE BASIS OF BEARINGS IS A GEODETIC BEARING OF THE DENVER RANGE LINE ALONG PLATTE STREET BETWEEN 15TH STREET AND 17TH STREET, AS DETERMINED BY RTK GPS OBSERVATIONS AND SAID BEARING IS N44°32'37"E AS DEFINED BY A FOUND 3.25" ALUMINUM CAP ILLEGIBLE IN A RANGE BOX AT THE INTERSECTION OF PLATTE STREET AND 15TH STREET AND A FOUND 3.5" ALUMINUM CAP "US DEPARTMENT OF HIGHWAYS" AT THE INTERSECTION OF PLATTE STREET AND 17TH STREET.

COMMENCING AT A FOUND #5 REBAR WITH PLASTIC CAP MARKED "PLS 38222" FOR THE SOUTHWEST CORNER OF LOT 1 BLOCK 10 KASSERMANS ADDITION TO DENVER ALONG THE NORTHERLY RIGHT OF WAY LINE OF PLATTE STREET;

THENCE S27°29'24"E A DISTANCE OF 126.67 TO THE MOST NORTHERLY CORNER OF PARCEL ONE BEING DESCRIBED AND BEING A POINT ALONG THE CENTERLINE OF VACATED SPEER STREET AND RESERVED USE TO THE CITY AND COUNTY OF DENVER FOR SANITARY SEWER PER ORDINANCE 136 SERIES 1970 AND ALSO BEING ALONG THE SOUTHERLY LINE OF A DECREE QUIETING TITLE RECORDED AT RECEPTION NO. 9900179997 AND BEING A POINT ALONG THE EASTERLY RIGHT OF WAY LINE OF WATER STREET, A 66 FOOT WIDE RIGHT OF WAY, PER ORDINANCE 181 SERIES 2000 AND ORDINANCE 87 SERIES 1998 AND BEING THE POINT OF BEGINNING;

THENCE S45°28'11"E A DISTANCE OF 325.82 FEET ALONG SAID CENTERLINE OF VACATED SPEER STREET AND THE SOUTHERLY LINE OF SAID DECREE QUIETING TITLE;

THENCE S44°31'50"W A DISTANCE OF 25.00 FEET TO A POINT ALONG THE SOUTHERLY LINE OF SAID VACATED SPEER STREET;

THENCE S45°27'54"E A DISTANCE OF 39.57 FEET ALONG THE SOUTHERLY LINE OF SAID VACATED SPEER STREET;

THENCE N44°31'50"E A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF SAID VACATED SPEER STREET;

THENCE S45°28'12"E A DISTANCE OF 19.80 FEET ALONG THE CENTERLINE OF SAID VACATED SPEER STREET;

THENCE DEPARTING SAID CENTERLINE OF SPEER STREET, S45°31'34"W A DISTANCE OF 179.93 FEET;

THENCE N57°14'16"W A DISTANCE OF 50.79 FEET TO A POINT ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID WATER STREET AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

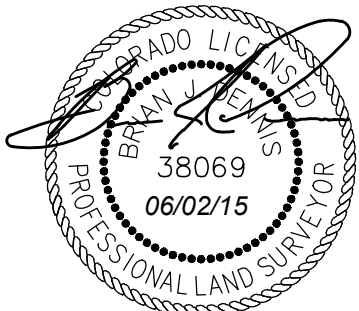
THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID WATER STREET THE FOLLOWING CALLS:

THENCE ALONG SAID CURVE WHOSE CENTRAL ANGLE IS 22°03'43" HAVING A RADIUS OF 220.00 FEET AND AN ARC LENGTH OF 84.71 FEET WHOSE CHORD BEARS N10°45'18"W, A CHORD DISTANCE OF 84.19 FEET;

THENCE N21°47'11"W A DISTANCE OF 169.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE WHOSE CENTRAL ANGLE IS 12°15'06" HAVING A RADIUS OF 140.00 FEET AND AN ARC LENGTH OF 29.94 FEET WHOSE CHORD BEARS N15°39'38"W A CHORD DISTANCE OF 29.88 FEET;

THENCE N09°32'05"W A DISTANCE OF 101.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 40766 SQUARE FEET OR 0.936 ACRES OF LAND MORE OR LESS.



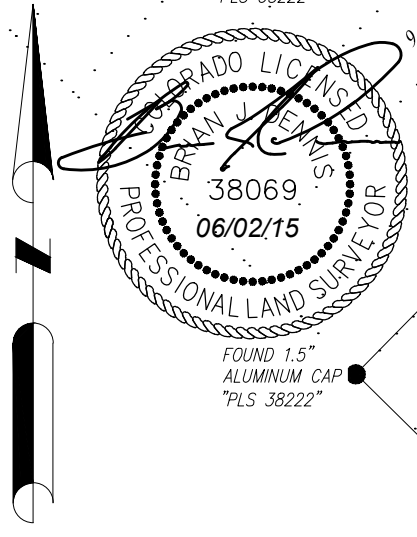
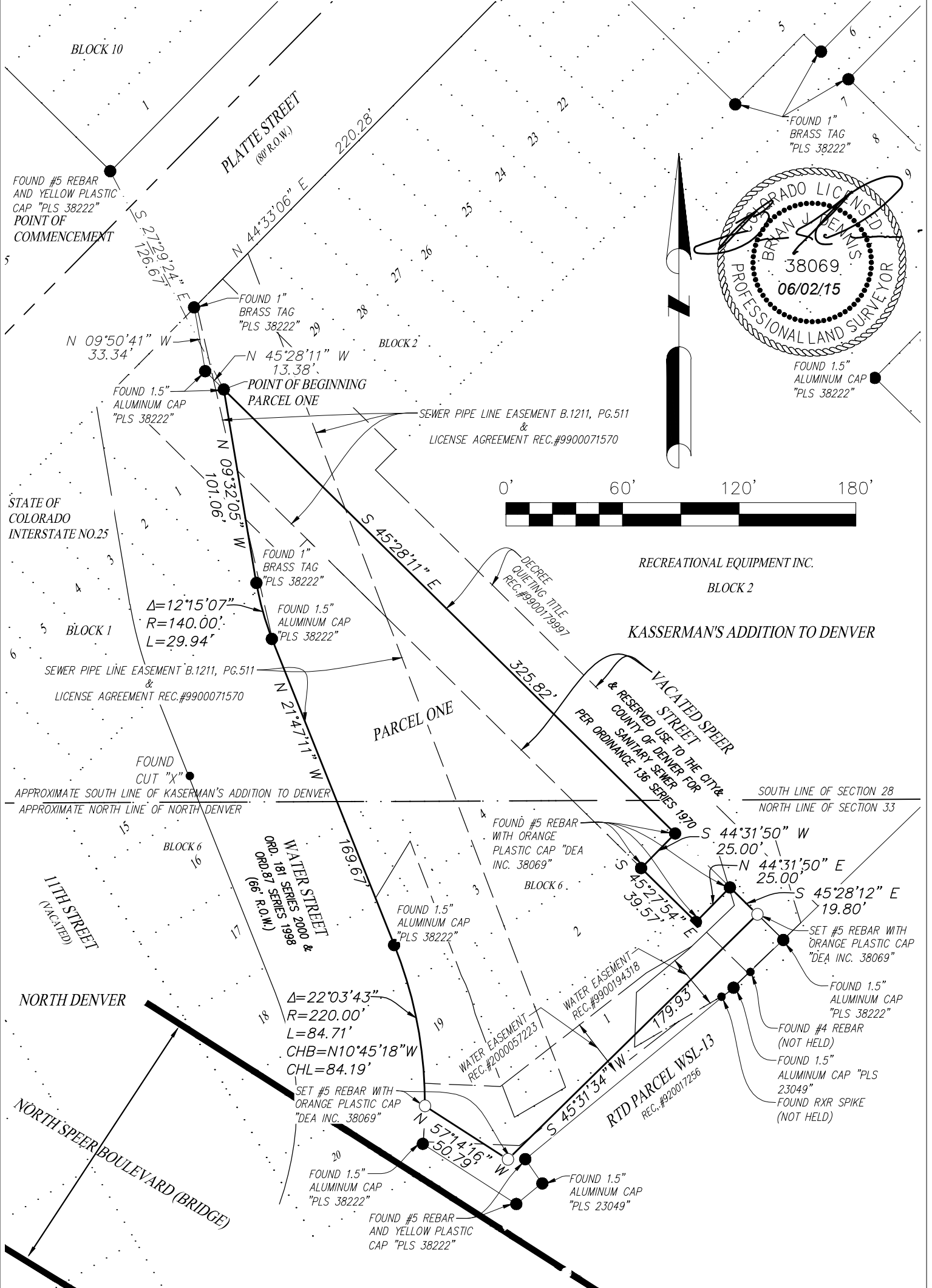
BRIAN J. DENNIS, PLS No. 38069
for and on behalf of David Evans and Associates, Inc.
1331 17th Street, Suite 900
Denver, CO 80202

DAVID EVANS AND ASSOCIATES, INC.
1331 17th Street Suite 900
Denver, Colorado 80202
Tel: 720-946-0969
Fax: 720-946-0973
Engineers • Surveyors • Planners

PROJECT NO.: CCDN0000-0040-002	SHEET NO.: SHEET 1 OF 2
FILE NAME: REI-Parcel One.dwg	DRAWN BY: BJD
DATE: 05/29/15	CHECKED BY: TGB
SCALE: 1"=60'	PROJECT MANAGER: BJD

**PARCEL ONE EXHIBIT
1416 PLATTE STREET
CITY AND COUNTY OF
DENVER**

**PARCEL ONE EXHIBIT
1416 PLATTE STREET
SECTION 28 & 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST,
6TH PRINCIPAL MERIDIAN,
CITY AND COUNTY OF DENVER, STATE OF COLORADO**



DAVID EVANS AND ASSOCIATES, INC.

 1331 17th Street Suite 900
 Denver, Colorado 80202
 Tel: 720-946-0969
 Fax: 720-946-0973
 Engineers • Surveyors • Planners

PROJECT NO.: CCDN0000-0040-002	SHEET NO.: SHEET 2 OF 2
FILE NAME: REI-Parcel One.dwg	DRAWN BY: BJD
DATE: 05/29/15	CHECKED BY: TGB
SCALE: 1"=60'	PROJECT MANAGER: BJD

**PARCEL ONE EXHIBIT
1416 PLATTE STREET
CITY AND COUNTY OF DENVER**

Exhibit A-1

(Exhibit on Following Page)

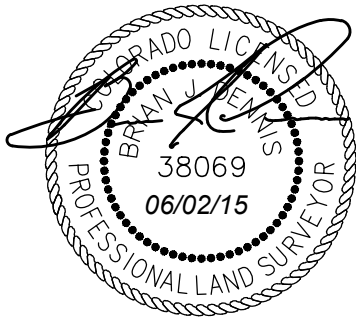
**EXHIBIT
1416 PLATTE STREET
SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST,
6TH PRINCIPAL MERIDIAN,
CITY AND COUNTY OF DENVER, STATE OF COLORADO**

A PARCEL OF LAND BEING A PORTION OF BLOCK 6 NORTH DENVER AND BEING SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, T3S, R68W OF THE 6TH P.M. AND LOCATED IN THE CITY AND COUNTY OF DENVER, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BASIS OF BEARINGS: THE BASIS OF BEARINGS IS A GEODETIC BEARING OF THE DENVER RANGE LINE ALONG PLATTE STREET BETWEEN 15TH STREET AND 17TH STREET, AS DETERMINED BY RTK GPS OBSERVATIONS AND SAID BEARING IS N44°32'37"E AS DEFINED BY A FOUND 3.25" ALUMINUM CAP ILLEGIBLE IN A RANGE BOX AT THE INTERSECTION OF PLATTE STREET AND 15TH STREET AND A FOUND 3.5" ALUMINUM CAP "US DEPARTMENT OF HIGHWAYS" AT THE INTERSECTION OF PLATTE STREET AND 17TH STREET.

COMMENCING AT A FOUND #5 REBAR WITH PLASTIC CAP MARKED "PLS 38222" FOR THE SOUTHWEST CORNER OF LOT 1 BLOCK 10 KASSERMANS ADDITION TO DENVER ALONG THE NORTHERLY RIGHT OF WAY LINE OF PLATTE STREET;
THENCE S26°25'33"E A DISTANCE OF 526.54 TO THE NORTHEAST CORNER OF SAID PARCEL BEING DESCRIBED AND BEING THE SOUTHEAST CORNER OF A SEWER PIPE LINE EASEMENT RECORDED IN BOOK 1211, PAGE 511 AND IN LICENSE AGREEMENT RECORDED AT RECEPTION NO. 9900071570 OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER OFFICE AND BEING THE POINT OF BEGINNING;

THENCE S20°51'03"E A DISTANCE OF 6.17 FEET;
THENCE S45°31'34"W A DISTANCE OF 32.75 FEET;
THENCE N20°51'03"W A DISTANCE OF 14.28 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID SEWER PIPE LINE EASEMENT;
THENCE N59°40'43"E A DISTANCE OF 30.42 FEET ALONG THE MOST SOUTHERLY LINE OF SAID SEWER PIPE LINE EASEMENT TO THE POINT OF BEGINNING AND CONTAINING 307 SQUARE FEET OR 0.007 ACRES OF LAND MORE OR LESS.



BRIAN J. DENNIS, PLS No. 38069
for and on behalf of David Evans and Associates, Inc.
1331 17th Street, Suite 900
Denver, CO 80202


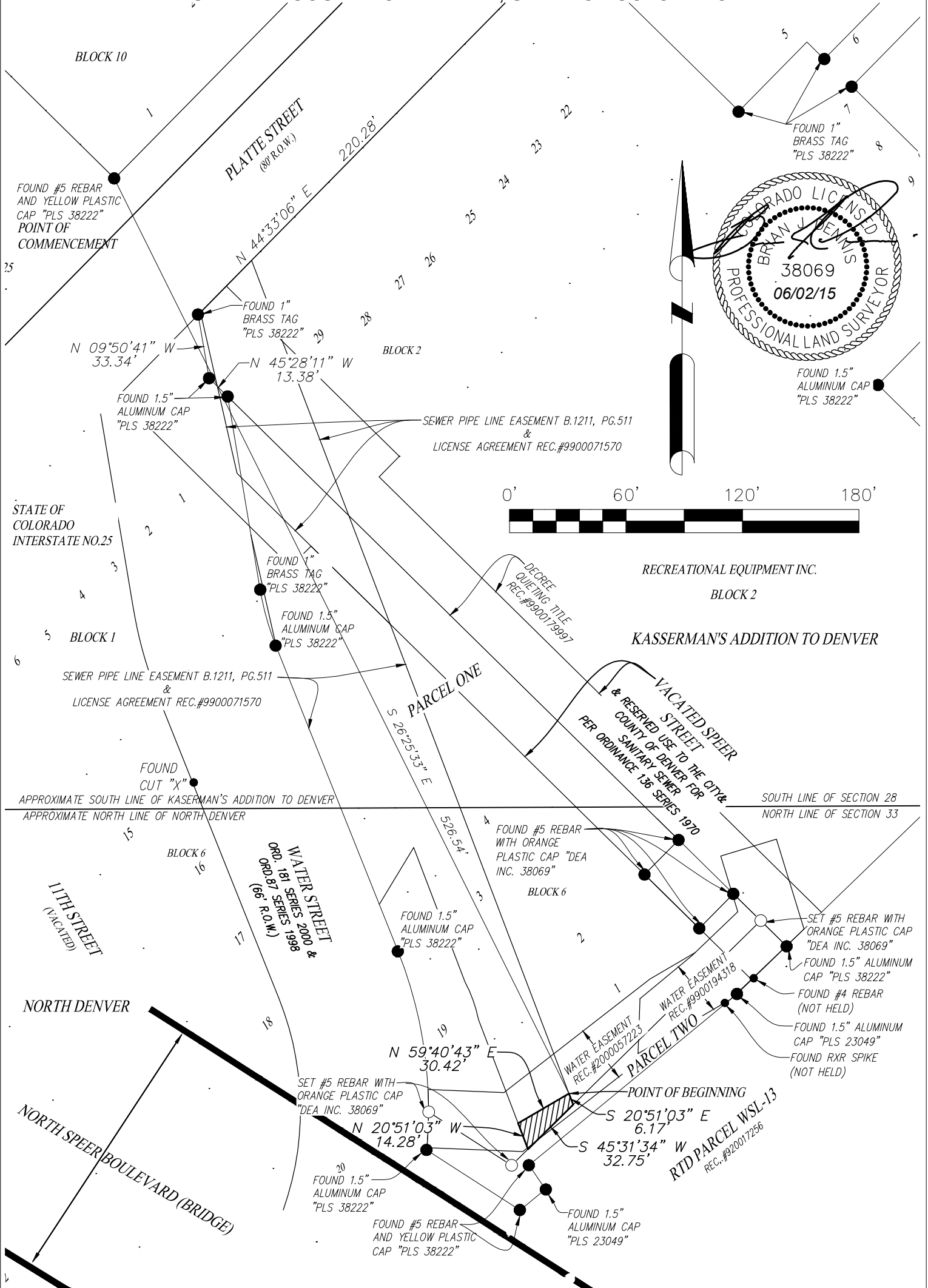
 DAVID EVANS AND ASSOCIATES, INC. 1331 17th Street Suite 900 Denver, Colorado 80202 Tel: 720-946-0969 Fax: 720-946-0973 Engineers • Surveyors • Planners	PROJECT NO.:	CCDN0000-0040-002	SHEET NO.:	SHEET 1 OF 2	EXHIBIT 1416 PLATTE STREET CITY AND COUNTY OF DENVER
	FILE NAME:	REI-Parcel One.dwg	DRAWN BY:	BJD	
	DATE:	06/02/15	CHECKED BY:	TGB	
	SCALE:	1"=60'	PROJECT MANAGER:	BJD	

EXHIBIT
1416 PLATTE STREET
SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST,
6TH PRINCIPAL MERIDIAN,
CITY AND COUNTY OF DENVER, STATE OF COLORADO



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PROJECT NO.:	CCDN0000-0040-002	SHEET NO.:	SHEET 2 OF 2
FILE NAME:	REI-Parcel One.dwg	DRAWN BY:	BJD
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SCALE:	1"=60'	PROJECT MANAGER:	BJD

EXHIBIT
1416 PLATTE STREET
CITY AND COUNTY OF DENVER

Exhibit B

(Exhibit on Following Page)

WHEN RECORDED RETURN TO:

**QUIT CLAIM DEED
(1416 Platte Street)**

THIS QUIT CLAIM DEED is made this ____ day of _____, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and home rule city (“**Grantor**”), and **RECREATIONAL EQUIPMENT, INC**, a Washington corporation, whose address is 6750 South 228th Street, Kent, Washington 98032 (“**Grantee**”).

WITNESS, that Grantor, for and in consideration of the sum of **FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$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, it 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**

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.

AND RESERVING ONTO GRANTOR its successors and assigns, a perpetual, non-exclusive easement over, under, across, along, and through the area as described below as **EXHIBIT A-1** (“Easement Area”) for the purposes of constructing, operating, maintaining, repairing, upgrading and replacing public or private utilities including, but not limited to, storm drainage, sanitary sewer, and water facilities and all appurtenances to said utilities. A hard surface shall be maintained by the property owner over the entire Easement Area. Grantor reserves the right to authorize the use of the reserved easement by all utility providers with existing facilities in the Easement Area. No trees, fences, retaining walls, landscaping or structures shall be allowed over, upon or under the Easement Area. Any such obstruction may be removed by the Grantor or the utility provider at the Grantee's expense. Grantee shall not re-grade or alter the ground cover in the Easement Area without permission from Grantor's Executive Director of Public Works. Grantee shall be liable for all damages to such utilities, including their repair and replacement, at Grantee's sole expense. Grantor, its successors, assigns, licensees, permittees and other authorized users shall not be liable for any damage to Grantee's property due to use of this reserved easement.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed on the date set forth above.

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
Debra Johnson, Clerk and Recorder, Ex-Officio
Clerk of the City and County of
Denver

Michael B. Hancock, Mayor

Approved as to Form:

D. Scott Martinez, Attorney for
the City and County of Denver

By: _____

STATE OF COLORADO }
 }ss.
CITY AND COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Michael B. Hancock as Mayor of the City and County of Denver.

WITNESS MY HAND AND OFFICIAL SEAL _____
NOTARY PUBLIC
My commission expires: _____

Exhibit A

(Property)

Exhibit A-1
(Easement Area)