



05/17/2019 10:03 AM
City & County of Denver

R \$0.00

EAS

2019060312

Page: 1 of 10

D \$0.00

PERMANENT EASEMENT

THIS PERMANENT EASEMENT, made this 9th day of May, 2019 between **DIA COLORADO JV LLC**, a Nevada limited liability company whose legal address is 1370 Jet Stream Drive, Suite 100, Henderson, NV 89052 and **SPUR 10 HOLDINGS, LP**, a Texas limited partnership whose legal address is 5610 FM 2218 RD, Richmond, TX, 77469-8966, (“Grantors”) and the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“City” or “Grantee”).

WITNESSETH:

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has this day bargained and sold and by these presents does hereby bargain and sell and transfer and convey to the Grantee, its successors and assigns, an exclusive and perpetual right to enter upon the lands hereinafter described to locate, construct, inspect, operate, maintain, repair, remove, replace, relocate and reconstruct facilities for storm water and sewage and other uses, including related underground and surface facilities and appurtenances thereto (“Improvements”), into, within, over, upon, across, through and under the following described parcel of land (“Property”):

*See Exhibit(s) A
Attached and incorporated by this reference*

To have and hold such permanent easement unto the Grantee and unto its successors and assigns forever.

The Grantor warrants and covenants with the Grantee that it is lawfully seized and possessed of the Property, and that it has a good and lawful right to grant this permanent easement in the Property and there are no other known interests in the Property that could impair the rights granted by this easement. Grantor further covenants and agrees that no building, structure, wall, fence, tree, irrigation system, utility installation or other above or below ground obstruction that may interfere with the purposes for which this easement is granted is now or may be placed, erected, installed or permitted upon the Property. Grantee shall also have the right to trim or remove trees, bushes, undergrowth and other obstructions on or adjacent to the Property interfering with or presenting a hazard to the location, construction, inspection, operation, maintenance, repair, removal, replacement, relocation and reconstruction of the Improvements.

Grantor agrees that in the event the terms of this easement are violated, that such violation shall immediately be corrected by the Grantor upon receipt of written notice from the Grantee, or the

Assoc Mgmt #: 19-83
110W E. 30th AVE.
2019-Dedication-0000026

Grantee may itself elect to correct or eliminate such violation at the Grantor's expense. In the event Grantee repairs, reconstructs, maintains or services the Improvements, the Grantor shall promptly reimburse the Grantee for any costs or expenses incurred by the Grantee in enforcing the terms of this easement.

The Grantor grants to the Grantee the right of ingress to and egress over and across adjacent lands owned by Grantor by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor, for the purpose of locating, constructing, inspecting, operating, maintaining, repairing, removing, replacing, relocating and reconstructing Improvements.

Grantor releases the Grantee from any and all claims for damages arising in any way or incident to the construction, reconstruction, repair, replacement, and/or maintenance by the Grantee, or its agents, of the Improvements within of the Property.

Grantor, its successors and assigns, may use the Property in any lawful manner that will not interfere with and is consistent with the easement granted herein. The Grantee, to the extent practicable, agrees to restore landscaping on the Property to a condition similar to what it was prior to the Grantee's activities, except as necessarily modified to accommodate the Improvements. All obligations of the Grantee are subject to prior appropriation of monies expressly made by City Council and paid into the Treasury of the City.

Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable State or federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such 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, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver District Court in the City and County of Denver, Colorado.

Grantor shall indemnify, defend and hold harmless the Grantee from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising from the condition of the Property, including the existence of any hazardous material, substance or waste.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants herein shall apply to and run with the land.

"GRANTOR"

Signed and delivered this 8th day of MAY, 2019.

GRANTOR: SPUR 10 HOLDINGS, LP, a Texas limited partnership

By: [Signature]
Printed Name: GARY RANDOLPH
Title: PRESIDENT

STATE OF Texas)
) ss.
COUNTY OF H. Bend)

The foregoing instrument was acknowledged before me this 8th day of May, 2019, by Gary Randolph as President of SPUR 10 HOLDINGS, LP, a Texas limited partnership.

My commission expires: May 13, 2021

WITNESS my hand and official seal. [Signature]
Notary Public

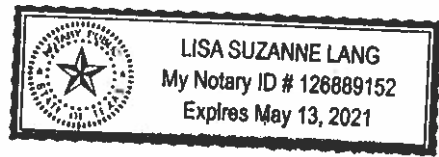


EXHIBIT A

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED AT RECEPTION NO. 2018046001, IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LYING WITHIN THE EAST HALF OF THE WEST HALF OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S 00°04'06" E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 16, BEING MONUMENTED BY A 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 27278" TO THE CENTER QUARTER CORNER OF SAID SECTION 16, BEING MONUMENTED BY A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 20699", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 16, THENCE S 83°03'35" W, A DISTANCE OF 596.65 FEET TO A POINT ON THE SOUTH LINE OF THE EAST 56TH AVENUE RIGHT-OF-WAY, AS DEDICATED BY RESOLUTION 64, SERIES 2009, RECORDED AT RECEPTION NO. 2009068395, IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, ALSO BEING A POINT OF NON-TANGENT CURVATURE AND THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT BEING 35.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID DEED RECORDED AT RECEPTION NO. 2018046001, SAID CITY AND COUNTY OF DENVER RECORDS, HAVING A RADIUS OF 8675.00 FEET, A CENTRAL ANGLE OF 05°43'05" AND AN ARC LENGTH OF 865.74 FEET, THE CHORD OF WHICH BEARS S 02°44'49 W, A DISTANCE OF 865.38 FEET;
 THENCE S 00°57'47" W, A DISTANCE OF 519.16 FEET;
 THENCE S 10°52'50" W, A DISTANCE OF 287.18 FEET;
 THENCE S 14°04'40" W, A DISTANCE OF 437.69 FEET;
 THENCE S 75°55'20" E, A DISTANCE OF 5.00 FEET;
 THENCE S 16°08'08" W, A DISTANCE OF 398.63 FEET;
 THENCE S 22°24'02" W, A DISTANCE OF 294.35 FEET;
 THENCE S 26°44'56" E, A DISTANCE OF 97.05 FEET;
 THENCE S 36°52'33" W, A DISTANCE OF 269.25 FEET TO A POINT OF NON-TANGENT CURVATURE;
 THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 8675.00 FEET, A CENTRAL ANGLE OF 00°31'54" AND AN ARC LENGTH OF 80.48 FEET, THE CHORD OF WHICH BEARS S 20°43'08" W, A DISTANCE OF 80.48 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 6605.00 FEET, A CENTRAL ANGLE OF 02°56'08" AND AN ARC LENGTH OF 338.41 FEET;
 THENCE S 00°00'04" E, ALONG A LINE BEING 35.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 666.21 FEET;
 THENCE N 89°52'50" E, A DISTANCE OF 1191.86 FEET TO A POINT ON THE EAST LINE OF SAID DEED RECORDED AT RECEPTION NO. 2018046001, ALSO BEING A POINT ON THE WEST LINE OF TOWER 160 SUBDIVISION, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2008079854, SAID CITY AND COUNTY OF DENVER RECORDS;
 THENCE S 00°04'35" E, ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET;
 THENCE S 89°52'50" W, A DISTANCE OF 847.77 FEET;
 THENCE S 00°04'35" E, A DISTANCE OF 430.50 FEET;
 THENCE S 89°52'50" W, A DISTANCE OF 30.00 FEET;
 THENCE N 00°04'35" W, A DISTANCE OF 415.50 FEET;
 THENCE S 89°52'50" W, A DISTANCE OF 349.14 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 18-026
 DATE: 04/19/19
 SHEET 1 OF 6

DR: K. SIBLEY
 DS: T. GIRARD
 P.M. D. FORBES



CORE
 CONSULTANTS

CIVIL ENGINEERING
 DEVELOPMENT CONSULTING
 NATURAL RESOURCES
 LAND SURVEYING
 303.703.4444
 1950 W. Littleton Blvd., Ste. 109
 Littleton, CO 80120

EXHIBIT A

LAND DESCRIPTION

(CONTINUED)

THE SOUTHWEST QUARTER OF SAID SECTION 16;
 THENCE N 00°00'04" W, ALONG SAID WEST LINE, A DISTANCE OF 706.84 FEET TO A POINT ON THE WEST LINE OF SAID DEED RECORDED AT RECEPTION NO. 2018046001, ALSO BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID WEST LINE THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 6640.00 FEET, A CENTRAL ANGLE OF 02°59'01" AND AN ARC LENGTH OF 345.77 FEET, THE CHORD OF WHICH BEARS N 19°29'34" E, A DISTANCE OF 345.73 FEET TO A POINT OF REVERSE CURVATURE;
2. ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 8640.00 FEET, A CENTRAL ANGLE OF 00°40'54" AND AN ARC LENGTH OF 102.79 FEET;

THENCE N 36°52'33" E, A DISTANCE OF 232.63 FEET;
 THENCE N 26°44'56" W, A DISTANCE OF 90.53 FEET;
 THENCE N 22°24'02" E, A DISTANCE OF 310.45 FEET;
 THENCE N 16°08'08" E, A DISTANCE OF 395.99 FEET;
 THENCE N 14°04'40" E, A DISTANCE OF 435.73 FEET;
 THENCE N 10°52'50" E, A DISTANCE OF 283.16 FEET;
 THENCE N 00°57'47" E, A DISTANCE OF 517.54 FEET TO A POINT ON THE WEST LINE OF SAID DEED RECORDED AT RECEPTION NO. 2018046001, ALSO BEING A POINT OF NON-TANGENT CURVATURE;
 THENCE ALONG SAID WEST LINE AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 8640.00 FEET, A CENTRAL ANGLE OF 05°43'37" AND AN ARC LENGTH OF 863.61 FEET, THE CHORD OF WHICH BEARS N 02°45'07" E, A DISTANCE OF 863.25 FEET TO THE NORTHWEST CORNER OF SAID DEED RECORDED AT RECEPTION NO. 2018046001, ALSO BEING A POINT ON THE SOUTH LINE OF SAID EAST 56TH AVENUE RIGHT-OF-WAY;
 THENCE N 89°47'51" E, ALONG SAID SOUTH LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 196,741 SQUARE FEET, OR 4.512 ACRES, MORE OR LESS.

THOMAS M. GIRARD
 COLORADO PLS 38151
 FOR AND ON BEHALF OF
 CORE CONSULTANTS, INC.



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 18-026
 DATE: 04/19/19
 SHEET 2 OF 6

DR: K. SIBLEY
 DS: T. GIRARD
 P.M. D. FORBES



CORE
 CONSULTANTS

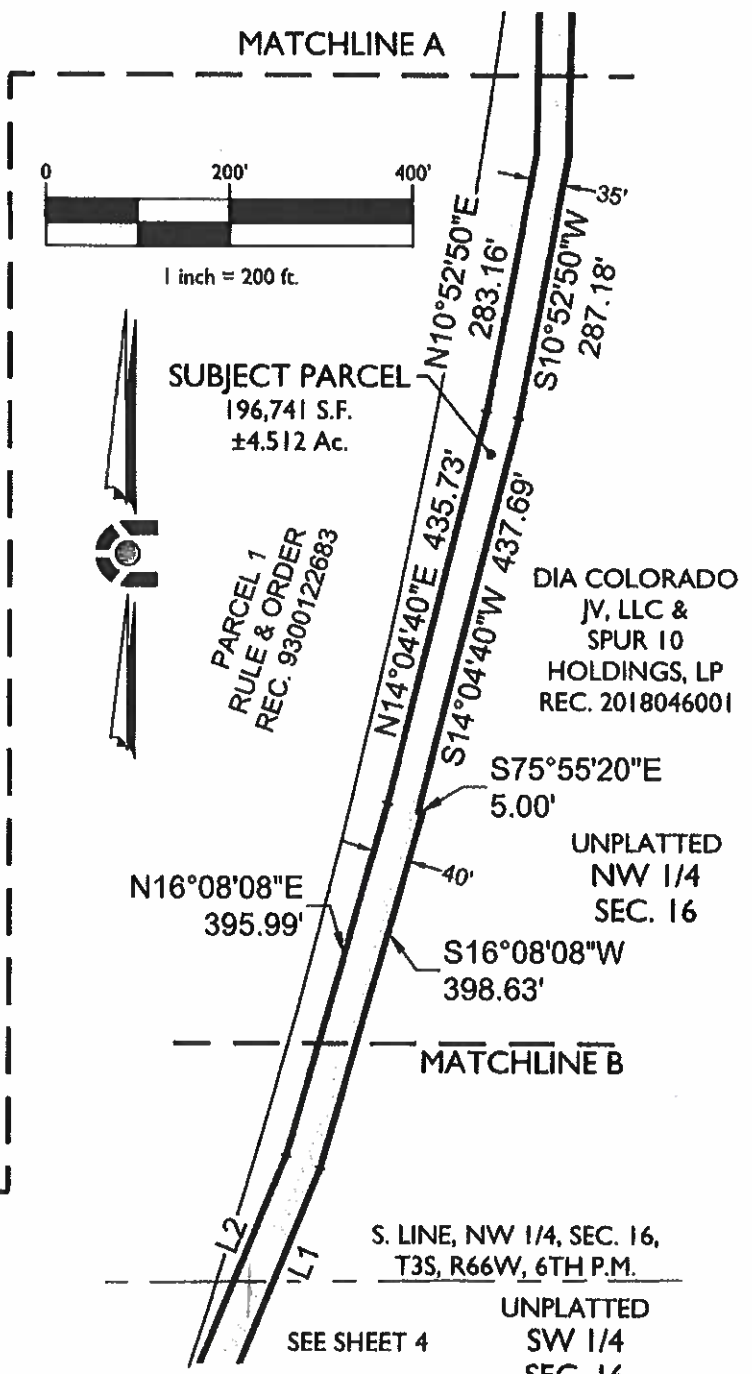
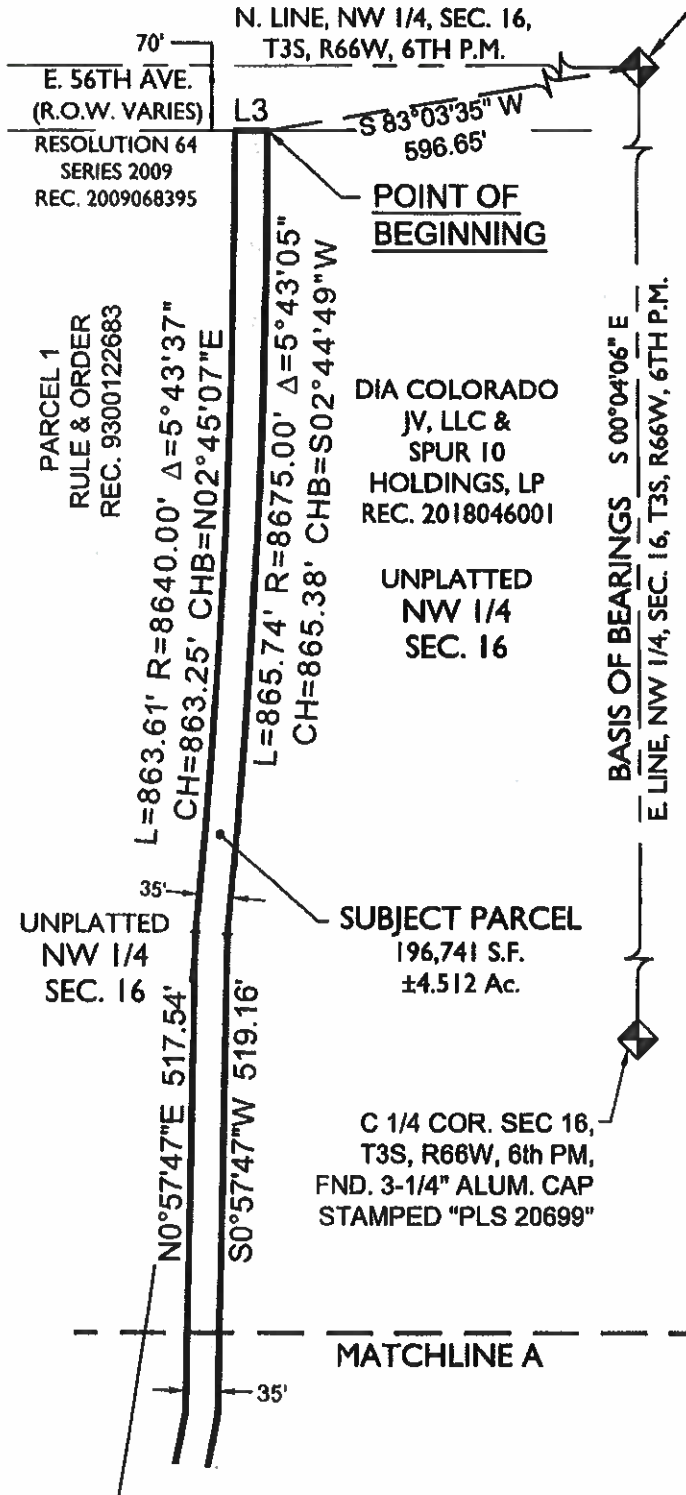
CIVIL ENGINEERING
 DEVELOPMENT CONSULTING
 NATURAL RESOURCES
 LAND SURVEYING
 303.703.4444
 1950 W. Littleton Blvd., Ste. 109
 Littleton, CO 80120

EXHIBIT A

LAND DESCRIPTION

POINT OF COMMENCEMENT

N 1/4 COR. SEC 16, T3S, R66W, 6th PM,
FND. 3-1/4" ALUM. CAP
STAMPED "PLS 27278"



PARCEL CONTAINS 196,741 S.F. OR 4.512 Ac, MORE OR LESS.
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PROJECT: 18-026
DATE: 04/19/19
SHEET 3 OF 6

DR: K. SIBLEY
DS: T. GIRARD
P.M. D. FORBES

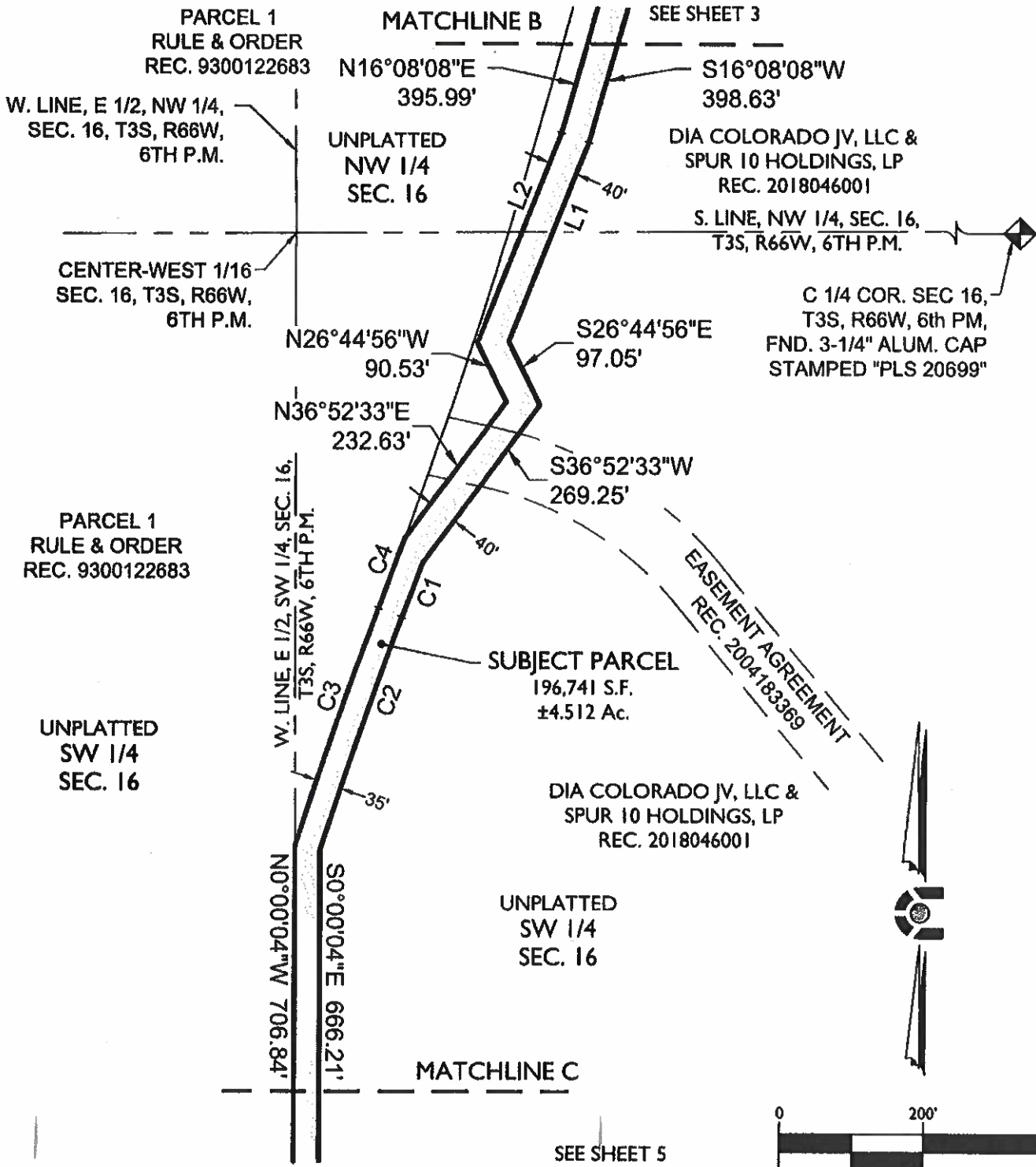
CORE
CONSULTANTS

CIVIL ENGINEERING
DEVELOPMENT CONSULTING
NATURAL RESOURCES
LAND SURVEYING

303.703.4444
1950 W. Littleton Blvd., Ste. 109
Littleton, CO 80120

EXHIBIT A

LAND DESCRIPTION



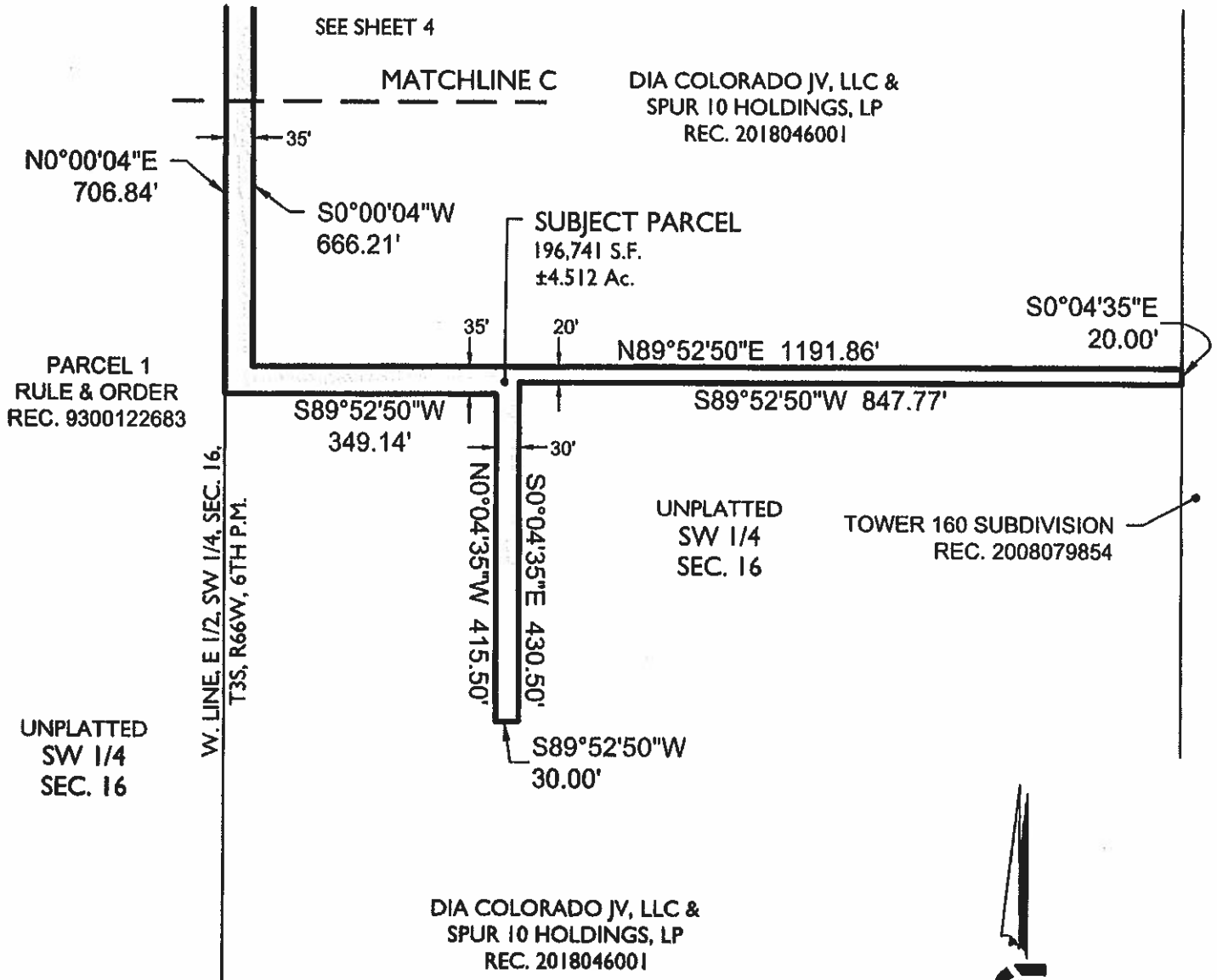
PARCEL CONTAINS 196,741 S.F. OR 4.512 Ac, MORE OR LESS.
 NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
 PROJECT: 18-026
 DATE: 04/19/19
 SHEET 4 OF 6
 DR: K. SIBLEY
 DS: T. GIRARD
 P.M. D. FORBES

CORE
CONSULTANTS

CIVIL ENGINEERING
DEVELOPMENT CONSULTING
NATURAL RESOURCES
LAND SURVEYING
303.703.4444
1930 W. Littleton Blvd., Ste. 109
Littleton, CO 80120

EXHIBIT A

LAND DESCRIPTION



1 Inch = 200 ft.

PARCEL CONTAINS 196,741 S.F. OR 4.512 Ac, MORE OR LESS.
 NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
 PROJECT: 18-026
 DATE: 04/19/19
 SHEET 5 OF 6

DR: K. SIBLEY
 DS: T. GIRARD
 P.M. D. FORBES



CORE
CONSULTANTS

CIVIL ENGINEERING
 DEVELOPMENT CONSULTING
 NATURAL RESOURCES
 LAND SURVEYING
 303.703.4444
 1950 W. Littleton Blvd., Ste. 109
 Littleton, CO 80120

EXHIBIT

LAND DESCRIPTION

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	294.35'	S 22°24'02" W
L2	310.45'	N 22°24'02" E
L3	35.00'	N 89°47'51" E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	80.48'	8675.00'	0°31'54"	S20°43'08"W	80.48'
C2	338.41'	6605.00'	2°56'08"	S19°31'01"W	338.38'
C3	345.77'	6640.00'	2°59'01"	N19°29'34"E	345.73'
C4	102.79'	8640.00'	0°40'54"	N20°38'38"E	102.79'

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 18-026
DATE: 04/19/19
SHEET 8 OF 8

DR: K. SIBLEY
DS: T. GIRARD
P.M. D. FORBES



CORE
CONSULTANTS

CIVIL ENGINEERING
DEVELOPMENT CONSULTING
NATURAL RESOURCES
LAND SURVEYING

303.703.4444
1950 W. Littleton Blvd., Ste. 109
Littleton, CO 80120