

FIRST AMENDMENT AND MODIFICATION AGREEMENT

THIS FIRST AMENDMENT AND MODIFICATION AGREEMENT (the “Amendment”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (“City”), and **ATLANTIS COMMUNITY FOUNDATION**, a Colorado non-profit corporation, whose address is 1003 South Vine Street, Denver, CO 80209, each individually a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, the Parties entered into a loan agreement dated August 6, 2020 (the “Loan Agreement”) for the City to provide Affordable Housing Funds to the Borrower in the principal amount of \$2,300,000.00 (the “Loan”); and

WHEREAS, the Borrower is sole member of the general partner of Atlantis Apartments II LLLP (the “Partnership”), which will own, develop, and operate the 84-unit affordable rental unit project (the “Project”) referred to in the Loan Agreement; and

WHEREAS, the funds provided to the Borrower will be loaned by the Borrower to the Partnership for the development of the Project; and

WHEREAS, the Parties wish to amend and modify the terms and conditions of the Loan Documents to properly document the structure of the transaction and clarify certain terms related to the use of funds, the City’s security, and Borrower’s loan to the Partnership.

NOW THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 1 of the Loan Agreement entitled **LOAN TO BORROWER** is replaced in its entirety by the following:

“A. Loan to Borrower. Subject to the terms of this Agreement, the City agrees to lend Borrower the sum of \$2,300,000.00 (the “Loan”). In addition to the Loan Agreement, the City will execute a promissory note in a form satisfactory to the City evidencing this Loan (the “Promissory Note”). The Loan shall mature and be due and payable on the 60th anniversary of the date of the Promissory Note (the “Maturity Date”). The outstanding principal balance of the Loan shall bear simple interest

at a rate of zero percent (0%) per annum until paid in full or forgiven in accordance with the terms hereof. Repayments shall be forgiven by the City on the Maturity Date so long as Borrower is in compliance with the terms and conditions of this Loan Agreement and the Partnership is compliance with the terms and conditions of the Covenant (as defined below).

B. Borrower's Use of Funds. The Borrower will lend the entirety of the Loan proceeds to the Partnership for the development of the Project in accordance with Exhibit A. Borrower's loan to the Partnership will be evidenced by a loan agreement and promissory note (the "Partnership Note") and secured by a deed of trust on the Property ("Partnership Deed of Trust"). The Borrower must collaterally assign the Partnership Deed of Trust to the City as security for the Loan. Borrower must cause the Partnership to execute and record a covenant securing the Property for use as affordable housing as required by Section 6 hereof (the "Covenant"). The Covenant must be in a form approved by the City."

2. Section 2 of the Loan Agreement entitled **SECURITY:** is replaced in its entirety with the following:

"Repayment of the Promissory Note will be secured by a collateral assignment of the Partnership Deed of Trust, in a form satisfactory to the City, granted by the Partnership and encumbering the Property (the "Collateral"). The Partnership Deed of Trust will encumber the real property known and numbered as 420 West Cedar Avenue, Denver, Colorado 80223 and legally described as set forth on Exhibit D (the "Property").

3. Section 3 of the Loan Agreement entitled **SUBORDINATION; DEADLINES:** is replaced in its entirety with the following:

"A. Borrower's Subordination of Partnership Deed of Trust. Borrower may not subordinate the lien of the Partnership Deed of Trust or any of its other security interests, liens, or any other encumbrance granted in connection with its loan to the Partnership without the express written approval of the Executive Director (the "Executive Director") of the Department of Housing Stability ("HOST"), or the Executive Director's designee.

B. City's Subordination of Partnership Deed of Trust and Covenant.

1. The Executive Director, or the Executive Director's designee, is authorized to consent to the Borrower's subordination of the lien of the Partnership Deed of Trust or execute documents necessary to subordinate the lien of the

collaterally assigned Partnership Deed of Trust and Covenant so long as (i) the subordination agreement is substantially in the form attached hereto as Exhibit E; (ii) encumbrances prior to Partnership Deed of Trust do not exceed \$16,000,000.00; and (iii) Borrower is not then in default of its obligations pursuant to the Loan Agreement, Promissory Note, or Collateral Assignment; and (iv) the Partnership is not in violation of any terms of the Partnership Deed of Trust or Covenant.

2. The Executive Director, or Executive Director's designee, is authorized to consent to the Borrower's subordination of the lien of the Partnership Deed of Trust or to execute documents necessary to subordinate the lien of the collaterally assigned Partnership Deed of Trust and Covenant to land use restriction agreements ("LURAs"), such as the LURA required by the Colorado Housing and Finance Authority, so long as (i) the subordination agreement is in the form acceptable to the City Attorney; (ii) encumbrances prior to the City's Deed of Trust do not exceed \$16,000,000.00; (iii) Borrower is not in default of its obligations pursuant to the Loan Agreement, Promissory Note, Collateral Assignment; and (iv) the Partnership is not in default of the Partnership Deed of Trust or the Covenant.

C. Other Documents. The Executive Director, or the Executive's Director designee, is authorized to execute documents necessary to accomplish the Loan, so long as (i) such documents are in a form satisfactory to the City Attorney; (ii) encumbrances prior to the City's Deed of Trust do not exceed \$16,000,000.00; (iii) Borrower is not in default of its obligations pursuant to the Loan Agreement, Promissory Note, Collateral Assignment; and (iv) the Partnership is not in default of the Partnership Deed of Trust or the Covenant.

D. Deadlines. The Executive Director, or the Executive Director's designee, is authorized to extend or modify any deadlines or schedules (other than repayment deadlines or schedules) set forth in the Loan Agreement, provided that the Borrower also consents to any such change and that such changes are made in writing."

4. The first sentence of Subsection E. of Section 6. entitled **Covenant Running with the Land** is replaced with the following"

"At closing, Borrower shall cause the Partnership to execute a covenant in a form satisfactory to the City (the "Covenant"), setting forth the

rental and occupancy limitations described in subparagraphs A. and B of this Section 5, which shall be recorded in the real estate records of the City and County of Denver and which shall constate a covenant running with the land.”

5. Section 7. of the Loan Agreement entitled **LEASES** is replaced in its entirety with the following:

“Borrower shall cause the Partnership to enter into a written lease with tenants for a period of not less than one year, unless by mutual agreement between the tenant, Partnership, and the Borrower a shorter period is specified.”

6. Section 9. of the Loan Agreement entitled **PROHIBITION OF CERTAIN FEES** is replaced in its entirety with the following:

“Tenants of City Units may not be charged fees that are not customarily charged in rental housing (e.g. laundry room access fees), except that Borrower may allow the Partnership to charge the following: reasonable application fees to prospective tenants; parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and fees for services such as bus transportation or meals, as long as the services are voluntary and fees are charged for services provided.”

7. Section 11. of the Loan Agreement entitled **MAINTENANCE AND REPLACEMENT** is replaced in its entirety with the following:

“Borrower shall cause the Partnership to maintain the Property in compliance with all applicable housing quality standards and local code requirements. Newly constructed or substantially rehabilitated housing must meet applicable requirements referenced at 24 C.F.R. 92.251.”

8. The introductory clause of Section 12. of the Loan Agreement entitled **TENANT SELECTION** is revised with the following:

“Borrower must cause the Partnership to adopt written tenant selection policies and criteria that:”

9. Section 14. of the Loan Agreement entitled **AFFIRMATIVE MARKETING** is replaced in its entirety with the following:

“Borrower shall cause the Partnership to comply with the procedures outlined in the affirmative marketing program, attached hereto as **Exhibit C** and incorporated herein (the “Affirmative Marketing Program”), to provide information and otherwise attract eligible tenants from all racial, ethnic, and gender groups in the Property’s housing market area in accordance with 24 CFR 92.351. Except Borrower may allow the Partnership to limit eligibility or give preference to a particular segment of the population in accordance with 24 CFR 92.253(d). Within six (6) months of the effective date of the Promissory Note, Borrower shall provide the Partnership’s plan required by the Affirmative Marketing Program (the “Affirmative Marketing Plan”) to HOST. The Affirmative Marketing Plan must be approved by HOST prior to the Partnership adopting it or engaging in any affirmative marketing of the Project.”

10. The introductory clause of Section 20. of the Loan Agreement entitled **INSURANCE** is revised with the following:

“Borrower and the Partnership or their respective contractor(s) shall procure and maintain insurance in the following types and amounts:”

11. Subsection A. of Section 22. entitled **Default** is replaced in its entirety with the following:

“The occurrence of any of the following events shall constitute a default of this Loan Agreement:

1. Any breach of this Loan Agreement, the Promissory Note, the Partnership Deed of Trust, or the Covenant;
2. The City determines that any warranty, representation, or statement made or furnished to the City by or on behalf of Borrower or Partnership in connection with this Loan Agreement proves to have been false in any material respect when made or furnished; or
3. Borrower or Partnership becomes delinquent to the City on loan, contractual, or tax obligations as due, or with any rule, regulation or provision referred to in the Loan Agreement.”

12. All references in the Loan Agreement to the “Deed of Trust” shall be revised to replaced with “Partnership Deed of Trust.”

13. Exhibit E-1 attached hereto shall replace and supersede Exhibit E attached to the Loan Agreement. All other exhibits attached to the Loan Agreement shall continue in full force and effect.

14. Except as herein amended, the Loan Agreement continues in effect, and is affirmed and ratified in each and every particular.

15. This Amendment will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:
Contractor Name:

HOST-202056902-01/HOST-202054229-01
ATLANTIS COMMUNITY FOUNDATION

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202056902-01/HOST-202054229-01
ATLANTIS COMMUNITY FOUNDATION
SEE ATTACHED

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

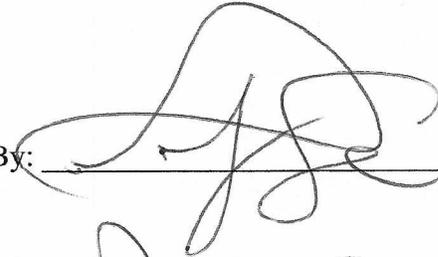
By: _____

Name: _____
(please print)

Title: _____
(please print)

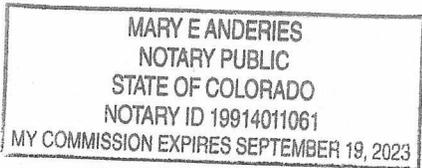
Contract Control Number:
Contractor Name:

HOST-202056902-01/HOST-202054229-01
ATLANTIS COMMUNITY FOUNDATION

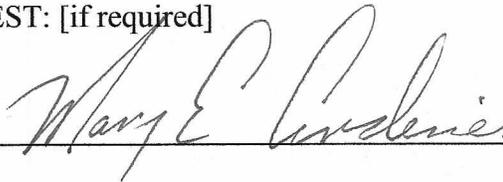
By: 

Name: Patrick Boyle
(please print)

Title: Ev. Director
(please print)



ATTEST: [if required]

By: 

Name: Mary F Anderies
(please print)

Title: Notary
(please print)

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") dated _____, 20__, is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, the present holder of a certain deed of trust, whose address is Department of Housing Stability, 201 W. Colfax Ave., Dept. 615, Denver, Colorado 80202 (the "Junior Lender") and [SENIOR LENDER NAME], a [ENTITY TYPE], whose address is [ADDRESS] 75001 (the "Senior Lender").

PRELIMINARY STATEMENTS

A. The Junior Lender has made a loan to Atlantis Community Foundation, a Colorado nonprofit corporation ("ACF") in the principal amount of \$2,300,000, evidenced by that certain Promissory Note, dated as of _____, 20__, made by ACF and payable to the Junior Lender (the "Junior Lender Note"). ACF has made a loan to Atlantis Apartments II LLLP, a Colorado limited liability limited partnership (the "Borrower") in the principal amount of \$2,300,000, evidenced by that certain Promissory Note, dated as of _____, 20__, made by the Borrower and payable to ACF (the "ACF Note") and secured by that certain Deed of Trust (the "Junior Deed of Trust") made as of ____ __, 20__ and recorded on ____ __, 201__ at Reception No. [INSERT RECEPTION NUMBER] of the real property records in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado, encumbering the following described property (the "Property"):

SEE LEGAL DESCRIPTION SET FORTH ON ATTACHMENT A

B. Pursuant to the Collateral Assignment of Note and Deed of Trust dated as of _____, 20__, made by ACF for the benefit of the Junior Lender and recorded on ____ __, 20__ at Reception No. _____ of the real property records in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado (the "Collateral Assignment"), ACF has assigned to Junior Lender, as collateral for the Junior Lender Note, the rights of ACF under the ACF Note and the Junior Deed of Trust.

C. The Senior Lender plans to grant Borrower a loan of [LOAN AMOUNT], and will execute a deed of trust ("Senior Deed of Trust") which will cover and encumber all or part of the Property and securing a note in like amount, and the Senior Deed of Trust is to be recorded in the records of the office of the Clerk and Recorder of the City and County of Denver, State of Colorado.

D. It is the desire of the parties and to the mutual benefit of all parties that the lien of the Junior Deed of Trust, held for the benefit of the Junior Lender under the Collateral Assignment, be subordinated to the lien of the Senior Deed of Trust.

AGREEMENT

For and in consideration of the mutual benefits accruing to the parties hereto, and the promises set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Junior Deed of Trust. As used herein, the following terms shall have the meanings assigned to them:

"Senior Obligations" means each and every debt, liability and obligation of every type and description that the Borrower may now or at any time hereafter owe to the Senior Lender in connection with the Senior Deed of Trust, whether such debt, liability or obligation now exists or is hereafter assumed, created or incurred and whether it is or may be direct or indirect, due or to become due, or absolute or contingent.

"Junior Obligations" means any deed of trust or other mortgage, lien or encumbrance made by the Borrower to and for the benefit of the Junior Lender under the Collateral Assignment, including, without limitation, the Junior Deed of Trust and any and all security interests, liens or other encumbrances granted in connection with the loan by the Borrower and in favor of the Junior Lender.

2. Subordination. All Junior Obligations are hereby expressly subordinated to the extent and in the manner hereinafter set forth to the payment in full of the Senior Obligations. The Junior Lender hereby agrees that (regardless of any priority otherwise available to the Junior Lender by law or by agreement) any security interest that the Junior Lender might now hold in the Mortgaged Property, is fully subordinate to any security interest that the Senior Lender may now or hereafter hold in the Mortgaged Property.

3. Collateral and Security Interest. Until all of the Senior Obligations have been paid in full, the Junior Lender shall not demand, receive or accept (i) a pledge of any of the Mortgaged Property as security for the Junior Obligations, or (ii) a grant of any security interest or any other right or interest in any of the Mortgaged Property.

4. Payments Before Default Under Senior Loan Documents. Until the Junior Lender receives notice from the Senior Lender that a default has occurred in connection with the Senior Loan Documents as set forth in Section 8 herein, the Junior Lender shall be entitled to retain for its own account all payments made in connection with the Junior Lender Note.

5. Waiver and Consent. The Senior Lender shall have no obligation to the Junior Lender with respect to the Mortgaged Property or the Senior Obligations. The Senior Lender may in accordance with the Senior Deed of Trust (a) exercise collection rights, (b) take possession of, sell or dispose of, and otherwise deal with, the Mortgaged Property, (c) in the Senior Lender's name, the Junior Lender's name or in the Borrower's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, the Mortgaged Property; (d) prosecute, settle and receive proceeds on any insurance claims relating to the Mortgaged Property, and (e) exercise and enforce any right or remedy available to the

Senior Lender with respect to the Mortgaged Property, whether available before or after the occurrence of any default; all without notice to or consent by anyone except as specifically required by law. The Senior Lender may apply the proceeds of the Mortgaged Property in any order the Senior Lender deems appropriate in its sole discretion, except as required by law.

6. No Action. Except to the extent that Junior Lender obtains Senior Lender's permission pursuant to the following sentence, the Junior Lender will not commence any action or proceeding with respect to the Mortgaged Property or against the Borrower, will not take possession of, sell or dispose of, or otherwise deal with, the Mortgaged Property, and will not exercise or enforce any other right or remedy that may be available to the Junior Lender against the Borrower or with respect to the Mortgaged Property upon Borrower's default with respect to the Junior Obligations, without the Senior Lender's prior written consent, which shall not be unreasonably withheld or delayed. In addition, and without limiting the generality of the foregoing, if the Borrower is in default under the Senior Deed of Trust, any credit agreement or other agreement in favor of the Senior Lender (the "Senior Loan Documents") and the Senior Lender or Borrower intends to sell any part of the Mortgaged Property to an unrelated third party, the Junior Lender shall, upon the Senior Lender's request, promptly execute and deliver to such purchaser such instruments as may reasonably be necessary to terminate and release any security interest or lien the Junior Lender might have in the Mortgaged Property to be sold.

7. Notice of Default to Senior Lender. Any notice provided to Borrower by the Junior Lender of any default under the Junior Deed of Trust shall also be sent to Senior Lender.

8. Notice of Default to Junior Lender. Senior Lender shall deliver to the Junior Lender a default notice within ten business days in each case where Senior Lender has given a default notice to the Borrower. The Junior Lender shall have the right, but not the obligation, to cure any default under the Senior Loan Documents within the same time, and the same manner, as the Borrower pursuant to the Senior Loan Documents. All amounts paid by the Junior Lender to Senior Lender to cure a default under the Senior Loan Documents shall be deemed to have been advanced by the Junior Lender pursuant to, and shall be secured by the lien of, the Junior Deed of Trust.

9. No Representations or Warranties. Neither the Junior Lender nor the Senior Lender (i) makes any representation or warranty concerning the Mortgaged Property or the validity, perfection or (except as to the subordination effected hereby) priority of any security interest therein, or (ii) shall have any duty to preserve, protect, care for, insure, take possession of, collect, dispose of or otherwise realize upon any of the Mortgaged Property.

10. Binding Effect; Miscellaneous. This Agreement shall be binding upon the Junior Lender and its respective successors and assigns and shall inure to the benefit of the Senior Lender and its participants, successors and assigns, but neither the Borrower nor any other secured party shall be entitled to rely on or enforce this Agreement. This Agreement cannot be waived or changed or ended, except by a writing signed by the party to be bound thereby. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Colorado. Each party consents to the personal jurisdiction of the state and federal courts located in the State of Colorado in connection with any controversy related to this Agreement,

waives any argument that venue in any such forum is not convenient, and agrees that any litigation initiated by either of them in connection with this Agreement shall be venued in the City and County of Denver. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The Junior Lender waives notice of the Senior Lender's acceptance hereof.

11. Notice. Any notice required under this Agreement shall be deemed to have been given when mailed by certified mail, return receipt requested, or by overnight express mail or courier service, to the addresses of the Junior Lender or the Senior Lender, as the case may be, set out in the first paragraph of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

“JUNIOR LENDER”

CITY AND COUNTY OF DENVER, a Colorado Municipal Corporation

By: _____

Title: _____, Office of Economic Development

State of Colorado)
) ss.
City and County of Denver)

The foregoing instrument was subscribed to and acknowledged before me this ____ day of _____, 20__, by _____ as _____ of Department of Housing Stability for the City and County of Denver, a municipal corporation of the State of Colorado, for and on behalf of the City.

Witness my hand and official seal.
My commission expires: _____.

Notary Public

“SENIOR LENDER”

[SENIOR LENDER NAME], a [ENTITY TYPE]

By: _____

Name:

Title:

\

State of Colorado)

) ss.

City and County of Denver)

The foregoing instrument was subscribed to and acknowledged before me this ____ day
of _____, 20__, by _____, as _____ of
_____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

ATLANTIS COMMUNITY FOUNDATION

Atlantis Community Foundation, a Colorado
nonprofit corporation

By: _____
Name: _____
Title: _____

State of Colorado)
) ss.
City and County of Denver)

The foregoing instrument was subscribed to and acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____.

Witness my hand and official seal.
My commission expires: _____.

Notary Public

Acknowledged by BORROWER:

ATLANTIS APARTMENTS II LLLP, a Colorado
limited liability limited partnership

By: _____
Name: _____
Title: _____

ATTACHMENT A

The following real property located in the City and County of Denver, State of Colorado:

PARCEL A:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN; AND LOCATED IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO; BEING A PORTION OF THAT PROPERTY DESCRIBED BY DEED AND DEPOSITED WITH THE CITY AND COUNTY OF DENVER CLERK AND RECORDERS ON DECEMBER 31, 1998 UNDER RECEPTION NO. [9800220386](#), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 14, BLOCK 51, BAYAUD'S ADDITION TO BYER'S SUBDIVISION, AND ALSO BEING THE NORTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED BY DEED AND RECORDED WITH THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER ON MAY 2, 2017 UNDER RECEPTION NO. [2017057969](#) (THE ALTA SOBO PARCEL), SAID POINT BEING IN THE SOUTHERLY RIGHT OF WAY LINE OF WEST CEDAR AVENUE;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST CEDAR AVENUE S89°33'42"E, 176.93 FEET;
THENCE S00°26'45"W, 271.14 FEET TO A POINT ON THE NORTH LINE OF PARCEL 7 OF THE ALTA SOBO PARCEL;
THENCE ALONG THE EXTERIOR OF THE ALTA SOBO PARCEL N89°33'28"W, 59.19 FEET;
THENCE ALONG THE EXTERIOR OF THE ALTA SOBO PARCEL N00°42'46"E, 67.92 FEET;
THENCE ALONG THE EXTERIOR OF THE ALTA SOBO PARCEL N89°32'43"W, 89.83 FEET;
THENCE ALONG THE EXTERIOR OF THE ALTA SOBO PARCEL N00°25'26"E, 55.28 FEET;
THENCE ALONG THE EXTERIOR OF THE ALTA SOBO PARCEL N89°31'47"W, 28.21 FEET;
THENCE ALONG THE EXTERIOR OF THE ALTA SOBO PARCEL N00°26'49"E, 147.89 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED THE CENTER LINE OF A THE NORTH 1/2 OF VACATED BYERS PLACE, BEING N89°33'28"W AS MEASURED USING THE CITY AND COUNTY OF

DENVER CONTROL COORDINATES, AS MONUMENTED AT THE WEST BY A NO. 5 REBAR AND PLASTIC CAP PLS 19003 ANT THE EAST BY NO. 5 REBAR AND PLASTIC CAP PLS 19003.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED MAY 2, 2017 UNDER RECEPTION NO. [2017056978](#). FIRST AMENDMENT TO EASEMENT AGREEMENT RECORDED AUGUST 30, 2019 UNDER RECEPTION NO. [2019116987](#).

PARCEL C:

AN NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS, AS SET FORTH AND GRANTED IN DECLARATION OF PARKING AND ACCESS EASEMENTS RECORDED JULY 12, 2018 UNDER RECEPTION NO. [2018085556](#).

Also known and numbers as 420 W. Cedar Avenue, Denver, Colorado 80233