


## REQUEST FOR RESOLUTION FOR A TIER III ENCROACHMENT PERMIT

**TO:** Katie Ehlers, City Attorney's Office

**FROM:** Glen Blackburn, PE, Director, Right of Way Services 

**PROJECT NO.:** 2025-ENCROACHMENT-0000012

**DATE:** July 23, 2025

**SUBJECT:** Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to RB CHERRY CREEK LLC, their successors and assigns, to encroach into the right-of-way with a dining patio and ramp on the west side of North Columbine Street in the curb lawn at 245 North Columbine Street.

**It is requested that the above subject item be placed on the next available Mayor Council Agenda.**

This office has investigated the request from Jennifer Rackoff of 245 Italian Partners, LLC dated September 30, 2024, on behalf of RB CHERRY CREEK LLC for the granting of the above subject permit.

This matter has been checked by this office and has been coordinated with DOTI ROWS DES Transportation; CPD DS Project Review Coordinator; DOTI ROWS Survey; DOTI ROWS DES Wastewater; City Council District 5; CenturyLink/Lumen; Xcel Energy; Regional Transportation District; Comcast; Metro Water Recovery; DOTI Street Maintenance; Office of Emergency Management; CPD Building Department; DOF Real Estate; Denver Fire Department; Denver Water; Parks & Recreation; DOTI Policy & Planning; Office of Disability Rights; DOTI ROWS Construction Engineering; DOTI TES Sign & Stripe; City Forester; Historic Preservation/Landmark; Colorado Department of Transportation, all of whom have indicated no objection for the proposed encroachment.

As a result of the investigations, it has been determined that there is no objection to the granting of the revocable permit.

Therefore, you are requested to initiate Council action for the granting of a revocable permit, subject to certain terms and conditions, to RB CHERRY CREEK LLC, their successors and assigns, to encroach into the right-of-way with a dining patio and ramp on the west side of North Columbine Street in the curb lawn at 245 North Columbine Street.

**INSERT ENCROACHMENT AREA LEGAL DESCRIPTION ROW 2025-ENCROACHMENT-0000012-002  
HERE**

And benefitting the following described parcel of property:

**INSERT PARCEL LEGAL DESCRIPTION ROW 2025-ENCROACHMENT-0000012-001 HERE**

### STANDARD PROVISIONS

The revocable permit ("Permit") granted by this Resolution is expressly granted upon and subject to each and all of the following terms and conditions (terms not defined herein are defined in the Rules and Regulations Governing Encroachments & Encumbrances in the Public Right of Way):

City and County of Denver Department of Transportation & Infrastructure  
Right-of-Way Services | Engineering & Regulatory  
201 W Colfax Ave, Dept 507 | Denver, CO 80202  
[www.denvergov.org/rowplanreview](http://www.denvergov.org/rowplanreview)  
Phone: (720) 865-3003

(a) Permittee shall obtain a street occupancy permit, street cut permit, and/or ROW construction permit from the City's Department of Transportation and Infrastructure ("DOTI") Permit Operations through [www.denvergov.org/dotipermits](http://www.denvergov.org/dotipermits) prior to commencing construction.

(b) Permittee shall be responsible for obtaining all necessary permits and shall pay all costs for installation and construction of items permitted herein.

(c) If the Permittee intends to install any underground facilities in or near a Public road, street, alley, ROW or utility easement, the Permittee shall join the Statewide Notification Association of Owners and Operators of Underground Facilities by contacting the Utility Notification Center of Colorado (Colorado 811) through <https://colorado811.org/> or at 303-232-1991, 16361 Table Mountain Pkwy, Golden, Colorado, 80403. Further, Permittee shall contact the Utility Notification Center (Colorado 811) at <https://colorado811.org/> or 303-232-1991 to request locates for existing underground facilities prior to commencing excavation.

(d) Permittee is fully responsible for any and all damages incurred to facilities of Denver Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and County of Denver due to activities authorized by the Permits. Should the relocation or replacement of any drainage facilities for water and sewage of the City and County of Denver become necessary as determined by the City's Executive Director of DOTI ("Executive Director"), in the Executive Director's sole and absolute discretion, Permittee shall pay all cost and expense of the portion of the water and/or sewer facilities affected by the Encroachment(s). The extent of the affected portion to be replaced and relocated by Permittee shall be determined by the Executive Director. Any and all replacement or repair of facilities of Denver Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and County of Denver attributed to the Permittee shall be made by Denver Water, Utility Company, and/or the City and County of Denver at the sole expense of the Permittee. In the event the Permittee's facilities are damaged or destroyed due to Denver Water's, Utility Company's, or the City and County of Denver's repair, replacement and/or operation of its facilities, repairs will be made by Permittee at its sole expense. Permittee agrees to defend, indemnify and hold the City harmless and to repair or pay for the repair of any and all damages to said water, storm, sanitary sewer facilities or other Utility Company facilities, or those damages resulting from the failure of the water, storm, sanitary sewer facilities or other Utility Company facilities to properly function because of the Encroachment(s).

(e) Permittee shall comply with all requirements of affected Utility Companies and pay for all costs of removal, relocation, replacement or rearrangement of Utility Company facilities. Existing utility facilities shall not be utilized, obstructed or disturbed.

(f) All construction in, under, on or over the Encroachment Area shall be accomplished in accordance with the Building Code and [City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division](#).

(g) Permittee shall observe and comply with all Federal, State and local laws, regulations, ordinances, and public safety requests regarding the use of the Encroachment Area.

(h) Plans and Specifications governing the construction of the Encroachment(s) shall be approved by DOTI prior to construction.

(i) Permittee shall pay all costs of construction and maintenance of the Encroachment(s). Upon revocation of the Permit or upon abandonment, Permittee shall pay all costs of removing the Encroachment(s) from the Encroachment Area and restore the Encroachment Area to a condition in accordance with [City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division](#) under the supervision of DOTI.

(j) Permittee shall remove and replace any and all street/alley paving, Sidewalks, Streetscapes, Amenity Zones, and curb and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that become broken, damaged or unsightly during, in the opinion of DOTI, the course of construction or maintenance of the Encroachment(s). In the future, Permittee shall also remove, replace or repair any street/alley paving, Sidewalks, and curb and gutter that become broken or damaged when, in the opinion of DOTI, the damage has been caused by the Encroachment(s) or the activity of the Permittee within the Encroachment Area. All repair work shall be accomplished without cost to the City and under the supervision of DOTI.

(k) The City reserves the right to make an inspection of the Encroachment(s) and the Encroachment Area.

(l) During the existence of the Encroachment(s) and the Permit, Permittee, its successors and assigns, at its expense, and without cost to the City, shall procure and maintain Commercial General Liability insurance policy with a limit of not less than \$1,000,000 per occurrence. All coverages are to be arranged on an occurrence basis and include coverage for those hazards normally identified as X.C.U. during construction. The insurance coverage required herein constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All insurance coverage required herein shall be written in a form and by a company or companies approved by the Risk Manager of the City and authorized to do business in the State of Colorado. A certified copy of all such insurance policies shall be filed with the Executive Director, and each such policy shall contain a statement therein or endorsement thereon that it will not be canceled or materially changed without written notice, by registered mail, to the Executive Director at least thirty (30) days prior to the effective date of the cancellation or material change. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as Additional Insured.

(m) In addition to the requirement herein to comply with all laws, Permittee shall comply with the provisions of Article IV (Prohibition of Discrimination in Employment, Housing and Commercial Space, Public Accommodations, Educational Institutions and Health and Welfare Services) of Chapter 28 (Human Rights) of the DRMC. The failure to comply with any such provision shall be a proper basis for revocation of the Encroachment(s).

(n) The right to revoke the Permit at any time for any reason and require the removal of the Encroachment(s) is expressly reserved to the City.

(o) By Permittee's use of this Permit and the Encroachment Area, Permittee agrees to the following:

i. Permittee 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 this Permit and the Encroachment(s) ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Permittee or its subcontractors either passive or active, irrespective of fault, including City's negligence whether active or passive.

ii. Permittee'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. Permittee'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.

iii. Permittee will defend any and all Claims which may be brought or threatened against City and will 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 shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

iv. Insurance coverage requirements specified in this Encroachment Permit shall in no way lessen or limit the liability of Permittee under the terms of this indemnification obligation. Permittee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

v. This defense and indemnification obligation shall survive the expiration or termination of this Permit.

(p) Pursuant to Chapter 49 of the DRMC, DOTI is authorized to remove or to order the removal of any article, vehicle, object or thing whatsoever encroaching into any street, alley, Sidewalk, or other public way or place.

(q) No third party, person or agency, except for an authorized Special District, may place the Encroachment(s) in front of a property without written permission of the adjacent property owner.

(r) Permittee's use of the ROW for placement of the Encroachment(s) does not create a property right or ownership interest of any kind in the Encroachment Area to the Permittee.

(s) All Encroachment(s) in Amenity Zones containing existing Public Trees and/or with the potential to impact tree roots or tree canopy must be pre-approved by the Office of the City Forester (OCF), by contacting them at [forestry@denvergov.org](mailto:forestry@denvergov.org) or 720-913-0651. Encroachment(s) cannot be attached to or damage any Public Tree, and any damage shall be reported to the OCF immediately for mitigation. All trenching, excavation and grading activities within the Dripline of any Public Tree must be pre-approved by the OCF. City permits are



required for the planting or removal of any Public Trees and can be obtained by emailing [forestry@denvergov.org](mailto:forestry@denvergov.org).

(t) All disturbances associated with construction of the Encroachment(s) shall be managed as required by City standards for erosion control which may require standard notes or CASDP permitting depending on location and scope of project.

(u) Encroachment(s) proposed adjacent to a designated park or within a dedicated parkway shall require the City's Department of Parks and Recreation approval prior to installation.

(v) Encroachment(s) attached to a building may require building and/or zoning permits from the City's Department of Community Planning and Development.

(w) Encroachment(s) in the regulatory floodplain shall require a SUDP and comply with Chapter 4 Floodplain Regulations of the "Storm Drainage Design and Technical Criteria", Chapter 12 Floodplain Management of the "DOTI Rules and Regulations Governing Sewerage Charges and Fees and Management of Wastewater" and the City Floodplain Ordinance in DRMC Section 56-200 through 56-206. Above ground Encroachment(s) in a Floodway require a No-Rise Certification sealed and signed by a Professional Engineer licensed in the State of Colorado. If there is any rise in Base Flood Elevations, a Conditional Letter of Map Revision (CLOMR) and LOMR will be required.

(x) Only clean soil may be brought onto an Encroachment Area. Verification of soil quality must be provided if requested. Material removed from an Encroachment Area must be properly disposed and is the responsibility of the Permittee.

## **SPECIAL CONDITIONS FOR THIS PERMIT**

(a) None

A map of the area is attached hereto.

GB: sb

cc: Asset Management,  
City Council Office, Luke Palmisano  
Councilperson and Aides  
Department of Law, Bradley Beck  
Department of Law, Martin Plate  
Department of Law, Katie Ehlers  
DOTI, Alba Castro  
DOTI, Alaina McWhorter  
Project File

Property Owner:  
Tamre F. Edwards  
RB CHERRY CREEK LLC  
1900 W Littleton Blvd  
Littleton, CO 80120

Agent:  
Jennifer Rackoff  
245 Italian Partners, LLC  
480 Park Avenue  
12<sup>th</sup> Floor  
New York, NY 10022

City and County of Denver Department of Transportation & Infrastructure  
Right-of-Way Services | Engineering & Regulatory  
201 W Colfax Ave, Dept 507 | Denver, CO 80202  
[www.denvergov.org/rowplanreview](http://www.denvergov.org/rowplanreview)  
Phone: (720) 865-3003

## ORDINANCE/RESOLUTION REQUEST

Please email requests to the Mayor's Legislative Team  
at [MileHighOrdinance@DenverGov.org](mailto: MileHighOrdinance@DenverGov.org) by 9 a.m. Friday. Contact the Mayor's Legislative team with questions

Date of Request: July 23, 2025

Please mark one: ☐ Bill Request or ☒ Resolution Request

Please mark one: The request directly impacts developments, projects, contracts, resolutions, or bills that involve property and impact within .5 miles of the South Platte River from Denver's northern to southern boundary? (Check map [HERE](#))

☐ Yes ☒ No

### 1. Type of Request:

☐ Contract/Grant Agreement ☐ Intergovernmental Agreement (IGA) ☐ Rezoning/Text Amendment

☐ Dedication/Vacation ☐ Appropriation/Supplemental ☐ DRMC Change

☒ Other: Tier III Encroachment Resolution

2. **Title:** (Start with *approves*, *amends*, *dedicates*, etc., include name of company or contractor and indicate the type of request: grant acceptance, contract execution, contract amendment, municipal code change, supplemental request, etc.)

Approves a request for a Resolution granting a revocable permit, subject to certain terms and conditions, to RB CHERRY CREEK LLC, their successors and assigns, to encroach into the right-of-way with a dining patio and ramp on the west side of North Columbine Street in the curb lawn at 245 North Columbine Street.

3. **Requesting Agency:** DOTI, Right-of-Way Services, Engineering and Regulatory

### 4. Contact Person:

Contact person with knowledge of proposed ordinance/resolution (e.g., subject matter expert)	Contact person for council members or mayor-council
Name: Shari Bills	Name: Alaina McWhorter
Email: <a href="mailto:shari.bills@denvergov.org">shari.bills@denvergov.org</a>	Email: <a href="mailto:Alaina.mcwhorter@denvergov.org">Alaina.mcwhorter@denvergov.org</a>

### 5. General description or background of proposed request. Attach executive summary if more space needed:

Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to RB CHERRY CREEK LLC, their successors and assigns, to encroach into the right-of-way with a dining patio and ramp on the west side of North Columbine Street in the curb lawn at 245 North Columbine Street.

6. **City Attorney assigned to this request (if applicable):** Martin Plate

7. **City Council District:** Councilperson Sawyer, District 5

8. **\*\*For all contracts, fill out and submit accompanying Key Contract Terms worksheet\*\***

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: \_\_\_\_\_

Date Entered: \_\_\_\_\_

## Key Contract Terms

**Type of Contract:** (e.g. Professional Services > \$500K; IGA/Grant Agreement, Sale or Lease of Real Property):

**Vendor/Contractor Name** (including any dba's):

**Contract control number** (legacy and new):

**Location:**

**Is this a new contract?** ☐ Yes ☐ No **Is this an Amendment?** ☐ Yes ☐ No **If yes, how many?** \_\_\_\_\_

**Contract Term/Duration** (for amended contracts, include existing term dates and amended dates):

**Contract Amount** (indicate existing amount, amended amount and new contract total):

<i>Current Contract Amount</i> (A)	<i>Additional Funds</i> (B)	<i>Total Contract Amount</i> (A+B)
<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>

**Scope of work:**

**Was this contractor selected by competitive process?**

**If not, why not?**

**Has this contractor provided these services to the City before?** ☐ Yes ☐ No

**Source of funds:**

**Is this contract subject to:** ☐ W/MBE ☐ DBE ☐ SBE ☐ XO101 ☐ ACDBE ☐ N/A

**WBE/MBE/DBE commitments** (construction, design, Airport concession contracts):

**Who are the subcontractors to this contract?**

---

*To be completed by Mayor's Legislative Team:*

**Resolution/Bill Number:** \_\_\_\_\_

**Date Entered:** \_\_\_\_\_



## **RESOLUTION FOR A TIER III ENCROACHMENT EXECUTIVE SUMMARY**

**An Encroachment is a privately-owned improvement located in or projecting over or under the public right-of-way.**

**Application Title:** 2025-ENCROACHMENT-0000012 Tier III 245 Columbine Patio

**Encroachment Owner:** RB CHERRY CREEK LLC

**Description of Proposed Encroachment:** Proposing to place a dining patio and ramp on the west side of North Columbine Street in the curb lawn at 245 North Columbine Street.

**Applicant's explanation of why the Public Right-of-Way must be utilized for their private improvement:** The customer is working with the Outdoor Places Program to provide outdoor seating.

**Annual Fees:** \$200.00 per year

**Location Map:** Please see next page.

City and County of Denver Department of Transportation & Infrastructure  
Right-of-Way Services | Engineering & Regulatory  
201 W Colfax Ave, Dept 507 | Denver, CO 80202  
[www.denvergov.org/rowplanreview](http://www.denvergov.org/rowplanreview)  
Phone: (720) 865-3003





**DENVER**  
THE MILE HIGH CITY



City and County of Denver Department of Transportation & Infrastructure  
Right-of-Way Services | Engineering & Regulatory  
201 W Colfax Ave, Dept 507 | Denver, CO 80202  
[www.denvergov.org/rowplanreview](http://www.denvergov.org/rowplanreview)  
Phone: (720) 865-3003

**CONNECT WITH US | 311 | DENVERGOV.ORG | DENVER 8 TV**

# ENCROACHMENT EXHIBIT

245 COLUMBINE STREET, DENVER, CO 80206  
THIS IS NOT A LAND SURVEY PLAT  
SHEET 1 OF 2

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 12, TOWNSHIP 4 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 20' RANGE LINE OF NORTH COLUMBINE STREET, A FOUND AXLE IN A RANGE BOX IN THE INTERSECTION OF NORTH COLUMBINE STREET AND EAST 3RD AVENUE AND A FOUND ILLEGIBLE ALUMINUM CAP IN A RANGE BOX IN THE INTERSECTION OF NORTH COLUMBINE STREET AND EAST 2ND AVENUE, TO BEAR N0°22'41"W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 63, HARMANS SUBDIVISION; THENCE N0°22'41"W ALONG THE EAST LINE OF SAID BLOCK 63, 233.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE, N0°22'41"W, A DISTANCE OF 44.00 FEET; THENCE N89°43'05"E, 23.00 FEET TO A LINE 23.00 FEET EAST AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 63; THENCE S0°22'41"E ALONG SAID PARALLEL LINE, A DISTANCE OF 44.00 FEET; THENCE S89°43'05"W, 23.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.023 ACRES (1012 SF) MORE OR LESS.

### SURVEYOR'S CERTIFICATE

I, DAVID L. SWANSON, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION, RESPONSIBILITY, AND THE SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Digitally  
signed by  
David L

Swanson

Date:

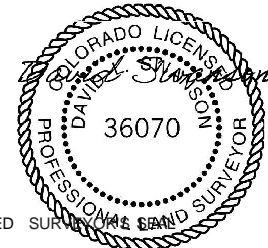
2025.04.15


09:41:09

-06'00'

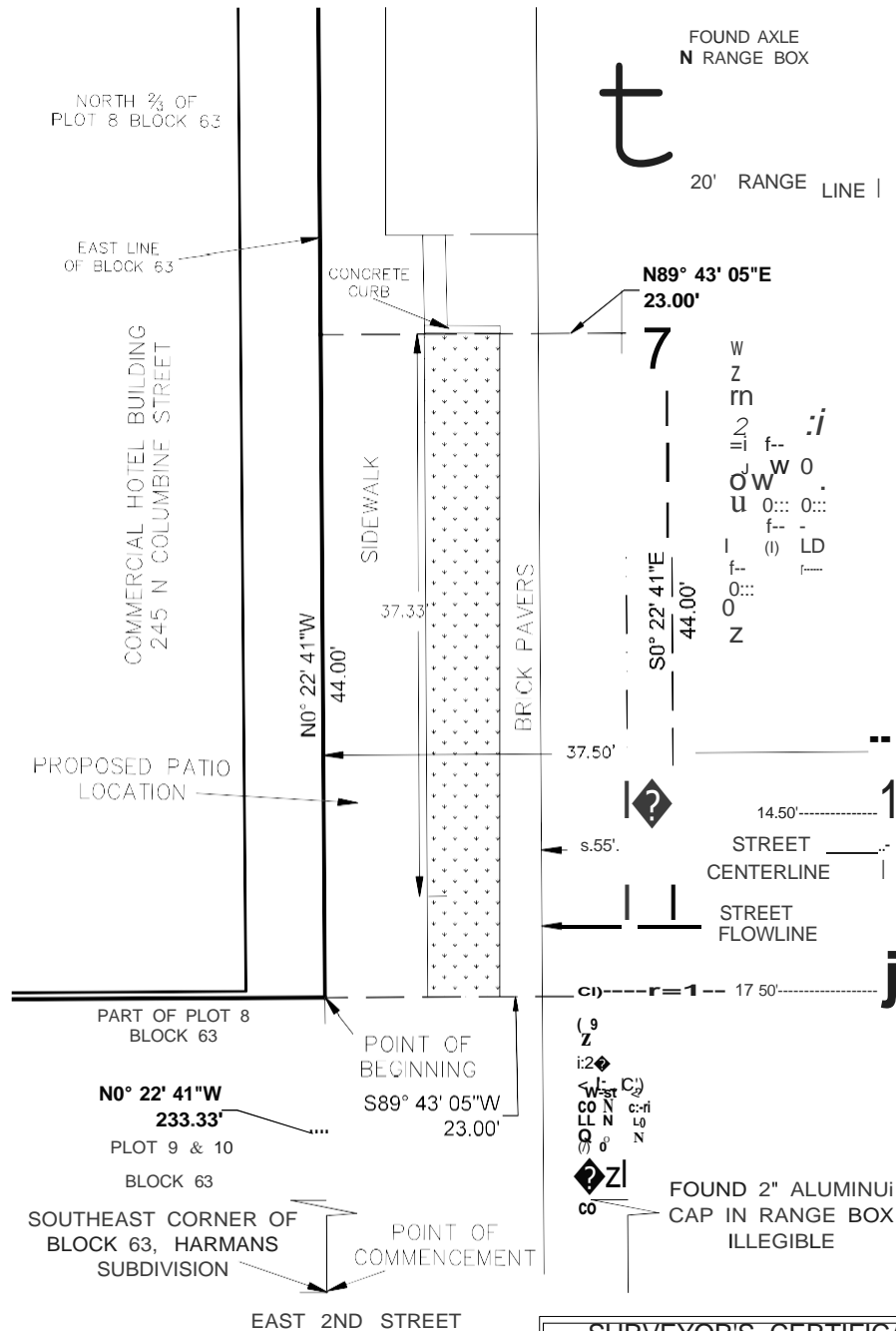
DAVID L. SWANSON,  
COLORADO P.L.S.# 36070

ELECTRONICALLY STAMPED SURVEYOR



	JOB NUMBER
	25-3-156
DATE PREPARED: 13000 LAWRENCE ST. #111   DRAWN BY: 03/16/25   DENVER, CO 80205   C. MATHERN 303.668.7540	

## ENCROACHMENT EXHIBIT

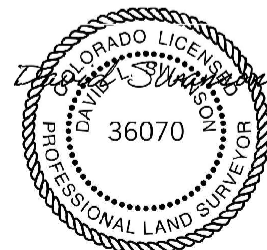
245 COLUMBINE STREET, DENVER, CO 80206  
SHEET 2 OF 2

## SURVEYOR'S CERTIFICATE

I, DAVID L. SWANSON, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION, RESPONSIBILITY, AND THE SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Digitally  
signed by  
David L

Swanson  
Date:  
2025.04.15  
09:41:37  
-06'00'



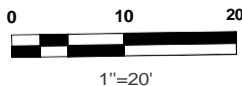
DAVID L. SWANSON,  
COLORADO P.L.S.# 36070  
ELECTRONICALLY STAMPED

## LEGEND

● FOUND MONUMENT AS NOTED LOT LINE

— ENCROACHMENT LINE

— PROPERTY LINE



DATE PREPARED: 03/16/25		13000 LAWRENCE ST. #1111		DRAWN BY: C. MATHERN	
03/16/25		DENVER, CO 80205		303.668.7540	
J		JOB NUMBER		25-3-156	

03/12/2019 04:55 PM  
City & County of Denver  
Electronically Recorded

R \$33.00

WD

D \$8,600.00

(Space above this line for recording purposes)

When Recorded Return to:

RB Cherry Creek LLC  
c/o Rockbridge Capital  
4100 Regent Street, Suite G  
Columbus, Ohio 43219  
Attention: Kenneth J. Krebs, Esq.

State	Colorado
Date	3/12/2019
\$	8600.00

SPECIAL WARRANTY DEED

THIS DEED, made on this 12th day of March, 2019 by COLUMBINE DEVELOPMENT PARTNERS, LLC, a Colorado limited liability company ("Grantor"), to RB CHERRY CREEK LLC, a Delaware limited liability company ("Grantee"), having an address at c/o Rockbridge Capital, 4100 Regent Street, Suite G, Columbus, Ohio 43219 (to include their respective successors, successors-in-title, heirs, executors, administrators, legal representatives, and assigns where the context requires or permits).

WITNESSETH:

Grantor, for and **in** consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee to Grantor at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, convey and confirm unto Grantee fee simple title to all that tract or parcel of land situated in the City and County of Denver, State of Colorado, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), TOGETHER WITH all buildings and other improvements situated thereon or attached thereto and all tenements, hereditaments, improvements, appurtenances, rights, easements, licenses, benefits and rights-of-way appurtenant thereto (together with the Land, collectively, the "Property").

This conveyance and the warranties of title herein are expressly made subject only to those encumbrances, easements and other matters specifically identified and listed on Exhibit B attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions"), but only to the extent such Permitted Exceptions are valid, subsisting and do in fact affect the Property.

TO HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and assigns forever in Fee Simple.

And Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, though or under Grantor, but not otherwise, subject only to the Permitted Exceptions expressly contained herein.



IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and on its behalf under seal as of the day and year first above written.

**GRANTOR:**

COLUMBINE DEVELOPMENT PARTNERS, LLC,  
a Colorado limited liability company

By: Columbine Development Partners GP, LLC,  
a Colorado limited liability company,  
its Manager

By: BMC CDP GP, LLC,  
a Colorado limited liability company,  
its Manager

By: JE Holdings LLC,  
a Colorado limited liability company,  
its Manager

By:   
Name: Matthew Jablon  
Title: Manager


STATE OF Colorado

) ss.

City of Denver County of Denver

)

The foregoing document was acknowledged before me this 22 Feb 2019, by Matthew Jablon, Manager of JE Holdings LLC, a Colorado limited liability company, manager of BMC CDP GP, LLC, a Colorado limited liability company, manager of Columbine Development Partners GP, LLC, a Colorado limited liability company, manager of Columbine Development Partners, LLC, a Colorado limited liability company.

  
Notary Public

My Commission Expires: Feb 1 2021

Title of Office Notary Public

Melissa Johnson  
Notary Public  
State Of Colorado  
Notary ID 20174005023  
My Commission Expires February 1, 2021

EXHIBIT "A" to Deed

LEGAL DESCRIPTION

PARCEL 1:

PLOT 7 AND NORTH 2/3 OF PLOT 8, BLOCK 63, HARMAN'S SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 2:

THOSE EASEMENT RIGHTS AS CREATED IN AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED FEBRUARY 17, 2015 UNDER RECEPTION NO. 2015019478.

PARCEL 3:

A LEASEHOLD ESTATE AS CREATED BY THAT CERTAIN PARKING LEASE DATED AS OF OCTOBER 9, 2014, BY AND BETWEEN CHARMAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSOR AND COLUMBINE DEVELOPMENT PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS LESSEE, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF PARKING LEASE RECORDED FEBRUARY 17, 2015 UNDER RECEPTION NO. 2015019479, OFFICIAL RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, SUBJECT TO THE TERMS AND OBLIGATIONS OF SAID LEASE, LEASING THE FOLLOWING DESCRIBED LAND:

ALL OF PLOTS 1, 2, 9 AND 10, THE SOUTH 1/3 OF PLOT 8, AND THE SOUTH 1/2 OF PLOT 3, TOGETHER WITH THAT PORTION OF THE ALLEY VACATED BY THE CITY AND COUNTY OF DENVER BY ORDINANCE NO. 211 RECORDED IN BOOK 8204 AT PAGE 225, BLOCK 63, HARMANS SUBDIVISION, EXCEPT THOSE PORTIONS OF SAID PLOT 3 CONVEYED TO THE CITY AND COUNTY OF DENVER BY DEEDS RECORDED MAY 19, 1958 IN BOOK 8186 AT PAGE 327 AND DECEMBER 20, 2000 UNDER RECEPTION NO. 2000184134.

EXHIBIT "B" to DeedPERMITTED EXCEPTIONS

1. Taxes or assessments for the year 2019 and subsequent years, a lien not yet due and payable.
2. Rights of 245 Italian Partners LLC, D/B/A Quality Italian, as tenant only, without any options to purchase or rights of first refusal under that certain Restaurant Lease between Columbine Development Partners, LLC, as Landlord, and 245 Italian Partners LLC, D/B/A Quality Italian, as Tenant, with a commencement date of March 2, 2017.
3. Restrictions, pertaining to the preservation of mountain views as contained in Ordinance No. 60, Series of 1968, Recorded March 14, 1968 in Book 9854 at Page 231, as amended by Ordinance No. 357, Series of 1968, Recorded December 4, 1968 in Book 9963 at Page 506, as amended by Ordinance No. 436, Series of 1968, Recorded January 6, 1969 in Book 9975 at Page 351 and July 30, 1973 in Book 738 at Page 127. (Affects Parcel I).
4. (This item was intentionally deleted.)
5. Any tax, lien, fee, or assessment by reason of inclusion of subject property in the Cherry Creek North Business Improvement District No. 1, as evidenced by Instrument recorded December 09, 1988, under Reception No. R-88-0340235, and October 29, 2014 under Reception No. 131983. (Affects Parcel I).
6. Terms, conditions, provisions, burdens and obligations as set forth in Ordinance No. 81, Series of 2013 recorded February 21, 2013 under Reception No. 2013023955. (Affects Parcel I).
7. Terms, conditions, provisions, burdens and obligations as set forth in Regulating Plan recorded April 04, 2013 under Reception No. 2013047689. (Affects Parcel 1).
8. Terms, conditions, provisions, burdens and obligations as set forth in Site Development Plan (245 Columbine Street) recorded October 28, 2014 under Reception No. 2014131242. (Affects Parcel 1).
9. Terms, conditions, provisions, burdens and obligations as set forth in Amended and Restated Easement Agreement recorded February 17, 2015 under Reception No. 2015019478. (Affects Parcels 1, 2 and 3).
10. Terms, conditions, provisions, burdens and obligations as set forth in Memorandum of Parking Lease recorded February 17, 2015 under Reception No. 2015019479. (Affects Parcels 1, 2 and 3).
11. Easement granted to Public Service Company of Colorado, for a utility easement, and incidental purposes, by Instrument recorded October 13, 2015, under Reception No. 2015144446. (Affects Parcel 1, Plot 8).
12. Terms, conditions, provisions, burdens and obligations as set forth in Notice recorded September 22, 2016, under Reception No. 2016128862. (For information only) (Affects Parcel I).

13. Easement granted to Public Service Company of Colorado, for electric transmission, distribution and service lines, and incidental purposes, by Instrument recorded May 01, 1959, in Book 8347 at Page 118. (Affects Parcels 2 and 3).
14. Terms, conditions, provisions, burdens and obligations as set forth in 2nd and Josephine Planned Building Group recorded January 10, 2001 under Reception No. 2001004736 and amendment thereto recorded May 22, 2018 under Reception No. 2018060501. (Affects Parcels 2 and 3).
15. Easement granted to the City and County of Denver, for sidewalk, traffic control devices, street lights, landscaping, utilities, and incidental purposes, by Instrument recorded January 26, 2001, under Reception No. 2001011003. (Affects Parcels 2 and 3).
16. Easement granted to Qwest Corporation, a Delaware corporation, for telecommunications facilities, and incidental purposes, by Instrument recorded June 20, 2001, under Reception No. 2001101085. (Affects Parcels 2 and 3).
17. Terms, conditions, provisions, burdens and obligations as set forth in and imposed by Zoning Ordinance No. 602, Series of 2014, recorded October 29, 2014 under Reception No. 2014131983. (Affects Parcels 2 and 3).
18. Terms, conditions, provisions, burdens and obligations as set forth in and imposed by Zoning Ordinance No. 839, Series of 2015, recorded January 22, 2015 under Reception No. 2015007167. (Affects Parcels 2 and 3).
19. Terms, conditions, provisions, burdens and obligations as set forth and granted in unrecorded temporary construction easement for shoring, tie-back and crane-swing rights dated March 23, 2018 (which automatically terminates by its own terms on October 31, 2019). Said easement stored as image 13987989 (Affects Parcel 1).
20. Terms, conditions, provisions, burdens and obligations as set forth in Declaration of Covenants imposing and implementing The Halcyon Hotel Improvement Fee recorded April 12, 2018 under Reception No. 2018042897. (Affects Parcel 1).