

**RECORDING REQUESTED;
WHEN RECORDED MAIL TO:**

Patrick A. Wheeler
Denver City Attorney's Office
Municipal Operations Section
City and County of Denver
201 W. Colfax Avenue Dept. 1207
Denver, Colorado 80202

LICENSE AGREEMENT AND COVENANT

THIS LICENSE AGREEMENT AND COVENANT (“**License Agreement**”) is entered into effective as of the date set forth below on the signature page for the City and County of Denver (“**Effective Date**”), by and between **EL JEBEL SHRINE ASSOCIATION**, a Colorado nonprofit corporation (“**Licensee**”), whose address is 4625 W. 50th Avenue, Denver, Colorado 80212 and the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation (“**Denver**”) whose address is 1437 Bannock Street, Room 350, Denver, Colorado 80202 (jointly referred to as the “**Parties**”).

Recitals

A. Licensee is the owner of a property located at 4625 West 50th Avenue in the City and County of Denver, Colorado, and legally described as:

See Attached **Exhibit A**

(the “**Licensee’s Property**”).

B. Licensee’s Property abuts the Willis Case Golf Course, which is contained in a park owned and operated by Denver (the “**Park**”).

C. The existing, paved driveway, as legally described and depicted as **Tract A** on the drawing in **Exhibit B** to this License Agreement (the “**Access Way**”) and located within the Park, has provided the primary access for Licensee’s Property to and from 50th Avenue, a Denver owned and operated street, since at least 1929.

D. In light of the historic use of the Access Way, Denver is willing to allow the continued licensed use of the Access Way in the same manner and configuration as it currently exists, subject to the terms and conditions of this License Agreement.

E. In addition, at the request of Licensee, Denver is willing to allow Licensee to maintain and repair the landscape and other amenities located in the Park adjacent to the Access Way, as legally described and depicted as **Tract B** on the drawing in **Exhibit B** to this License Agreement (the “**Landscape Area**”).

F. In return for allowing this continued licensed use of the Access Way and the right to maintain and repair the Landscape Area, Licensee agrees on behalf of itself and its heirs, successors and assigns to abide by the covenants, promises, terms and conditions set forth in this License Agreement.

NOW THEREFORE, in consideration of the premises set out above and the covenants, promises, terms, and conditions set forth below, the Parties agree as follows:

1. LICENSE & GENERAL TERMS.

A. Access Way. Denver hereby grants a revocable, non-exclusive license to Licensee to have the use of, and to operate and maintain, the Access Way in its current location and configuration in the Park, as depicted and described as **Tract A** in **Exhibit B** to this License Agreement, for the purpose of providing vehicular and other access for Licensee's Property to and from 50th Avenue, subject to the terms, conditions, promises, and covenants of this License Agreement.

B. Landscape Area. Denver hereby grants a revocable, non-exclusive license to Licensee to have use of, and to maintain and repair, the Landscape Area, as depicted and described as **Tract B** in **Exhibit B** to this License Agreement, subject to the terms, conditions, promises, and covenants of this License Agreement.

C. Utilities. This License shall include the right to place and operate underground utilities serving Licensee's Property within the Access Way (but not the Landscape Area nor any other part of the Park), subject to the terms, conditions, promises, and covenants of this License Agreement.

D. Restrictions on License Granted. Nothing in this License Agreement is intended to create or grant, nor shall be construed as creating or granting, a property interest or title on the part of Licensee or any other party in the Access Way or the Landscape Area. This is a bare license and not a lease or an easement.

E. Reserved Rights. Nothing in this License Agreement is intended to prevent or restrict the right of Denver to access or use the Access Way or the Landscape Area, provided that such access or use is in keeping with the licensed rights granted to Licensee in this License Agreement.

F. "As-Is Condition". The Access Way and the Landscape Area are being accepted by Licensee for the licensed rights under this License Agreement in an "As Is", "Where Is" condition, with all faults and defects. The City does not make, and disclaims, any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Access Way and the Landscape Area. Licensee accepts the Access Way and the Landscape Area in its current environmental condition and without any expectation that the City will remove or remediate any adverse environmental conditions.

G. Denver Actions. All authorizations, approvals, permissions, denials, reviews, revocations and related actions specified in this License Agreement (“**Denver Actions**”) shall be made by the Manager of the Department of Parks and Recreation or the Manager’s authorized representative (the “**Manager**”). Any notices or submittals required of Licensee under this License Agreement shall be made to the Manager as prescribed by this License Agreement.

H. Recording; Covenant Runs with the Land. This License Agreement shall be recorded in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado; shall be a covenant that runs with Licensee’s Property; shall be binding upon Licensee’s successors in interests and assignees; and shall be enforceable by and inure to the benefit of Denver.

I. Licensee. The term “Licensee,” as used in this License Agreement, shall include all of Licensee’s successors in interests and assignees which shall be subject to the terms, conditions, promises, and covenants of this License Agreement. If the Licensee’s Property is developed into a residential community, the responsibility as “Licensee” under this License Agreement shall remain with the developer/owner of the Licensee’s Property until such time as a homeowners’ association or other common interest community, or a special district is legally formed and fully operational for the Licensee’s Property, whereupon the rights and obligations of the Licensee under this License Agreement will be assigned in accordance with section 11 of this License Agreement to the homeowner’s association or other common interest community, or the special district.

2. RESTRICTED USES.

A. Access Way. Licensee agrees and covenants that the Access Way shall not be utilized for any purpose other than the purposes specified in this License Agreement. Licensee agrees and covenants that the Access Way: a) shall remain as depicted as **Tract A** in **Exhibit B**; b) shall not be expanded or relocated and shall not be materially modified as to paving or construction without the written permission of the Manager; c) shall be accessible by the public; and d) shall only be used by Licensee and Licensee’s contractors, agents, tenants, invitees, and guests to provide vehicular, pedestrian, and utility access for common and customary activities associated with the residential uses on Licensee’s Property, including vehicular parking and the construction, maintenance, and repair of related improvements on Licensee’s Property, as allowed under the zoning, building and fire codes of the City and County of Denver.

B. Landscape Area. Licensee agrees and covenants that the Landscape Area shall not be utilized for any purpose other than the purposes specified in this License Agreement. The Landscape Area is intended to be a landscape buffer and aesthetic feature for the benefit of Licensee’s Property and the Park. Changes proposed by Licensee to the Landscape Area, including any public amenities, which will attract the public to enter and enjoy the Landscape Area shall require the prior, written approval of the Manager. If so approved by the Manager, the Landscape Area and any authorized public amenities in the Landscape Area shall be open for public access and use as well as tenants, guests and invitees of Licensee.

C. Utilities. Licensee agrees and covenants that no easement or other property interest in the Access Way shall be granted by Licensee to a utility provider. If a utility provider requires evidence of a right to locate and operate a utility within the Access Way, a utility permit may be sought by the utility provider from the Manager, which permit will be issued provided that all requirements for such utilities and all terms and conditions under this License Agreement are satisfied. Any utility work performed by Licensee or its contractor must protect and preserve all existing utilities that serve the Park. Any proposal to replace or relocate any existing utilities that serve the Park is subject to the prior, written approval of complete and detailed construction plans by the Manager. Licensee agrees and covenants that any damage to existing utilities that serve the Park resulting from any utility work or other work performed by Licensee or its contractor shall be promptly remedied to the satisfaction of the Manager.

D. Encumbrances. Licensee agrees and covenants that Licensee or its contractor or agent shall not cause, permit or suffer any encroachments or encumbrances on any portion of the adjoining Park through either unauthorized uses of the Access Way or the Landscape Area, or any uses of Licensee's Property. The Manager shall have the right, at Licensee's expense, to remove any such encroachments or encumbrances.

E. Signs. No sign installed by Licensee or its contractor shall be located on the Access Way or the Landscape Area unless said sign and its content are approved in advance and in writing by the Manager. No signs shall be posted on Licensee's Property, other property owned by Licensee, the Park or the public right of way indicating that the Access Way or the Landscape Area is privately owned and/or restricting public access and use of the Access Way or Landscape Area. All existing signs in violation of this provision shall be removed by Licensee within thirty (30) days of the Effective Date of this License Agreement. The Manager shall have the right, at Licensee's expense, to remove any signs in violation of this provision.

3. MAINTENANCE & REPAIR.

A. Access Way. Licensee agrees and covenants to maintain and repair the Access Way, including any associated drainage, as necessary to assure that the Access Way is functional and safe for use by the public and to protect the Park from erosion or other damage resulting from the use or operation of the Access Way. Prior to initiating any substantial repair or earth disturbing work in the Access Way (except in an emergency), Licensee agrees and promises to obtain from the Manager the required permits or approvals allowing for such work to be performed on park property and to strictly comply with the terms and conditions of said permits or approvals. Should Licensee fail to perform any necessary maintenance or repair to the Access Way within the timeframe prescribed in any written notice sent by the Manager, the Manager shall have the right to perform the necessary maintenance or repair and to seek recovery of damages, costs, expenses, and attorney's fees from Licensee, jointly or individually, by whatever means available under law, including but not limited to the filing and foreclosure of liens against Licensee's Property.

B. Landscape Area. Licensee has elected to accept maintenance and repair responsibility of the Landscape Area and shall do so unless Licensee provides the Manager with ninety (90) days advance written notice of Licensee's intent to cease providing said

maintenance and repair of the Landscape Area; whereupon, Licensee shall restore the Landscape Area to a condition acceptable to the Manager. Maintenance shall include vegetation and tree trimming, grass and flower plantings, mowing, fertilizing, trash removal, and general upkeep of the Landscape Area. Any proposal for major re-landscaping, tree removal or planting, irrigation systems, herbicide or insecticide applications, or the installation of any public amenities, such as benches or tables, shall require the submittal of complete plans by Licensee which must obtain prior written approval from the Manager. The Forestry Division of the Department of Parks and Recreation shall have oversight authority over any vegetation changes as provided by ordinance or to enforce any conditions or restrictions imposed by the Manager. Should Licensee fail to properly perform any necessary maintenance or repair to the Landscape Area or fail to perform an improvement or repair in accordance with the plans approved by the Manager, and following written notice to Licensee and a reasonable period of time to cure by Licensee, the Manager shall have the right to remedy the situation and to seek recovery of damages, costs, expenses, and attorney's fees from Licensee, jointly or individually, by whatever means available under law, including but not limited to the filing and foreclosure of liens against Licensee's Property.

C. Retaining Wall. Licensee agrees and covenants to maintain and repair, as needed, an existing retaining wall lying along the southerly line of the Access Way next to the Landscape Area as depicted on **Exhibit B** (the "**Wall**"). Any removal, replacement, relocation or reconstruction of the Wall shall require the submittal of a written plan by Licensee which is subject to prior written approval from the Manager. Should Licensee fail to perform any necessary maintenance or repair to the Wall within the timeframe prescribed in any written notice sent by the Manager, the Manager shall have the right to perform the necessary maintenance or repair and to seek recovery of damages, costs, expenses, and attorney's fees from Licensee, jointly or individually, by whatever means available under law, including but not limited to the filing and foreclosure of liens against Licensee's Property.

D. Costs. All costs and expenses associated with the maintenance and repairs set forth in this section 3 shall be borne solely by Licensee unless the Manager agrees in advance and in writing to bear some portion of the costs and expense.

E. Ownership. All improvements made by Licensee to the Access Way or the Landscape Area shall belong to the City and County of Denver upon completion and acceptance by the Manager.

4. PERMITS & APPROVALS. Licensee represents and agrees that all permits, approvals, and other governmental authorizations required by law to be obtained for the construction, location, and operation of the Access Way, including access to 50th Avenue, have been obtained and are current and, if any others are required in the future, Licensee will diligently take all actions necessary to obtain such permits, approvals, or other governmental authorizations and to comply with the same and to make certain that the same are in compliance with this License Agreement. To the extent that there are any fees, charges, fines, penalties, or other costs or expenses associated with obtaining such permits, approvals, or other governmental authorizations or imposed for failure to obtain or comply with such permits, approvals, or other governmental authorizations, Licensee shall be solely responsible and liable for paying such.

5. TERM & EFFECT. The License granted herein shall commence as of the Effective Date of this License Agreement and shall be in effect until revoked as provided in this License Agreement. The covenants and promises made in this License Agreement shall commence as of the Effective Date and shall remain in effect and shall be appurtenant to Licensee's Property as long as the License is in effect and, even upon revocation or other termination of the License, until all covenants and promises are fully and faithfully performed, to the reasonable satisfaction of the Manager and in accordance with this License Agreement.

6. REVOCAION OR OTHER TERMINATION. The Manager has the right to revoke this License for a material violation of the terms, conditions, promises, and covenants of this License Agreement, but only if Licensee has not cured the violation within the reasonable timeframe specified in a written notice from the Manager to Licensee, or upon closure of the Access Way resulting from any lawful order, directive, or edict issued by any governmental entity (other than Denver) or court. Upon revocation by the Manager or upon receipt of any lawful order, directive, or edict to close the Access Way, Licensee shall be solely responsible and liable for complying with said notification of revocation or said order, directive, or edict and restoring, at Licensee's sole expense, Denver's property within the Park to a natural condition acceptable to the Manager. Notice of violation and notice of revocation shall be in writing signed by the Manager.

7. DAMAGE. In the event that the Access Way and/or the Landscape Area are substantially damaged due to natural or man-made causes, the Access Way and/or the Landscape Area may be re-constructed upon submittal of complete and detailed construction plans by Licensee to the Manager and the Manager's approval of said plans and issuance of such permits and approvals as may be required for the work on Denver property.

8. DAMAGE TO PARK PROPERTY. Licensee agrees and covenants that any real or personal property of Denver damaged or destroyed incident to the exercise of this License Agreement, or upon revocation of this License and removal of the Access Way or restoration of the Landscape Area, shall be promptly repaired or replaced by Licensee to the satisfaction of the Manager, or in lieu of such repair or replacement, Licensee agrees and covenants, if so required by the Manager and at the Manager's option, and after reasonable written notification, to pay Denver money in an amount sufficient to compensate for the loss sustained or costs incurred by Denver for any damage that may result from any location, construction, repair, maintenance, operation, or removal of the Access Way or the restoration of the Landscape Area. For failure or refusal by Licensee to substantially comply with this section 8, Denver shall have the right to seek recovery of damages, costs, expenses, and reasonable attorney's fees from Licensee by whatever means available under law, including but not limited to the filing and foreclosure of liens against Licensee's Property.

9. INDEMNIFICATION; GOVERNMENTAL IMMUNITY; INSURANCE.

A. **Indemnification.** Licensee hereby releases and indemnifies and saves harmless Denver, its officers, agents, and employees from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including property and employees or agents of Denver, and shall defend, indemnify, and save harmless Denver, its

officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liability, actions, penalties, or proceedings of any kind or nature whatsoever, including without limitations worker's compensation claims and claims of liens by laborers, material suppliers, or others for work performed for, or materials or supplies furnished to Licensee or persons claiming under Licensee, of or by anyone whomsoever, which with respect to any of the foregoing in any way results from, or arises out of, directly or indirectly, the use, occupancy, or operation of any portion of the Access Way or the Landscape Area or performance of any work and other activities specified or allowed under this License Agreement, and including acts and omissions of officers, employees, representatives, suppliers, tenants, invitees, contractors and agents of Licensee; provided, that Licensee need not release, indemnify or save harmless Denver or its officers, agents, and employees from damages resulting from the sole negligence of the Denver's officers, agents, and employees. The scope of this indemnification is not limited to third party claims.

B. Governmental Immunity. Denver is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.* and other applicable law. Licensee's use of the Access Way and the Landscape Area does not qualify as an exception to governmental immunity under C.R.S. § 24-10-106, and Licensee agrees and covenants that it will not claim otherwise.

C. Insurance. Licensee agrees and covenants that it shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence and \$2,000,000 policy aggregate that includes the Access Way and the Landscape Area. Evidence of such Commercial General Liability coverage shall be presented to the Manager upon request of Licensee. Any minimum insurance policies held by Licensee shall not be deemed to limit or define the obligations of Licensee under this License Agreement.

10. LIENS & DEBTS. Licensee shall not permit any mechanic's or materialman's liens or any other liens to be imposed and remain for more than ninety (90) days upon any City-owned property, or any part thereof, by reason of any work or labor performed or materials or equipment furnished by any person or legal entity to or on behalf of Licensee, either pursuant to C.R.S. § 38-26-107 or by any other authority. Licensee shall promptly pay when due all bills, debts and obligations incurred in connection with this License Agreement and shall not permit the same to become delinquent. Licensee shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this License Agreement. Licensee's obligations set out in this provision shall survive the termination of this Agreement.

11. CONVEYANCE, TRANSFER, OR ASSIGNMENT. Licensee acknowledges and covenants that, should Licensee convey, transfer, or assign any right, title, or interest, in whole or part, to Licensee's Property to another person or entity in the future for the purpose, among other things, of using, occupying, maintaining or operating Licensee's Property, Licensee shall include the unqualified and unlimited obligation of said person or entity to comply with and perform the duties and responsibilities of this License Agreement. Said person or entity shall provide such written assurances as required by the Manager that it will comply with this section 11. Such written assurances may be recorded upon approval by the Manager.

12. NOTICES. All notices required to be given by or to the Parties under this License Agreement and for any Denver Actions shall be in writing and provided by personal delivery, overnight courier, or first class mail, postage prepaid, to:

Licensee: William Schwartz, Treasurer
El Jebel Shrine Association
4625 W. 50th Avenue
Denver, Colorado 80212

Denver: Manager of Parks and Recreation
Department of Parks and Recreation
City and County of Denver
201 West Colfax, Dept. 601
Denver, Colorado 80202

Director of Golf
Department of Parks and Recreation
City and County of Denver
201 West Colfax, Dept. 601
Denver, Colorado 80202

Any party hereto may designate in writing from time to time the address of substitute or additional persons to receive such notices. Licensee shall notify the Manager within thirty (30) days following any conveyance, transfer or assignment under section 11 of this License Agreement. The effective date of service of any such notice is the date received for personal delivery or overnight courier or date a notice was mailed.

12. COMPLIANCE WITH LAWS. The Parties shall observe and comply with the applicable provisions of the Denver Charter, ordinances, and rules and regulations of Denver and with all applicable Colorado and federal laws.

13. APPLICABLE LAW; VENUE. The License Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado and the United States of America. Venue for any legal action relating to this License Agreement and Covenant shall lie solely in the District Court in and for the City and County of Denver.

14. AMENDMENT. This License Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein. Any representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties in the same formality as this License Agreement and Covenant.

15. SEVERABILITY. The promises and covenants contained herein are several in nature. Should any one or more of the promises or covenants be judicially adjudged invalid or

unenforceable, such judgment shall not affect, impair, or invalidate the remaining promises or covenants. However, if the License should be deemed invalid or unenforceable, the License Agreement shall terminate subject to the terms set forth in section 6 above.

16. CONTRACTS; ORDINANCES. The rights granted to Licensee under the License Agreement shall not be construed to grant Licensee the right or power to bind, or to impose any liability upon, the City through any contracts or agreements Licensee may make. Denver shall have no liability or financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which Licensee contracts or have a contractual arrangement with respect to any work on or associated with the Access Way or the Landscape Area or with respect to any other aspects of the Access Way or the Landscape Area. Likewise, the City shall have no authority to bind, or to impose liability upon, Licensee through any contracts or agreements the City may make, unless the prior, written approval of Licensee is obtained. Licensee shall have no authority to avoid, modify or waive any applicable City ordinances or regulatory requirements enacted or adopted under the City’s police or taxing powers. The License Agreement is not intended, nor shall it be construed, to establish or constitute a joint venture between the City and Licensee.

17. NONDISCRIMINATION. In connection with this License Agreement, Licensee 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 contracts and subcontracts hereunder.

18. AUDIT. Licensee agrees that any duly authorized representative of the City (including the City Auditor) shall, at the City’s own expense, and until five (5) years after termination of the License Agreement, have the right to perform whatever audit or check the City may require, including a financial audit and a check for compliance with the License Agreement.

19. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS. Licensee shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to the use of the Access Way. Licensee, in conducting activity or work of any kind on the Access Way or the Landscape Area, shall comply with all applicable local, state, and federal environmental rules, regulations, statutes, laws or orders (collectively, “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term “**Hazardous Materials**” shall mean asbestos, asbestos-containing soils and asbestos-containing materials, polychlorinated biphenyls (PCBs), special wastes, any petroleum products, natural gas, radioactive source material, pesticides and herbicides, and any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. §

2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

20. NO PERSONAL LIABILITY. No elected official, director, officer, agent, or employee of Denver shall be charged personally or held contractually liable by or to Licensee under any term or provision of this License Agreement or because of any violation thereof or because of the execution, approval, or attempted execution of this License Agreement.

21. EXECUTION. This License Agreement shall not be or become effective or binding on Denver until it has been approved by ordinance and fully executed by all signatories of the City and County of Denver.

22. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. Licensee consents to the use of electronic signatures by Denver. The License Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. The Parties agree not to deny the legal effect or enforceability of the License 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 License 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.

Contract Control Number: PARKS-201415745-00

Contractor Name: El Jebel Shrine Association

By: William C. Schwartz

Name: William C. Schwartz
(please print)

Title: Treasurer
(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

LEGAL DESCRIPTION

PARCEL A:

A PARCEL OF LAND IN THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION, WHICH POINT IS 636.5 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION; RUNNING THENCE WEST ON SAID SOUTH LINE 618 FEET TO A POINT; RUNNING THENCE NORTH 27 DEGREES 51 MINUTES AND 30 SECONDS EAST 307 FEET; RUNNING THENCE NORTH 83 DEGREES, NO MINUTES AND 30 SECONDS EAST 480 FEET TO A POINT ON THE WESTERLY LINE OF BERKELEY PARK HEIGHTS; RUNNING THENCE SOUTHERLY ON SAID WESTERLY LINE, 330 FEET TO THE PLACE OF BEGINNING.

PARCEL A1:

LOTS FOURTEEN (14) TO THIRTY-SIX (36), INCLUSIVE, BLOCK THREE (3), BERKELEY PARK HEIGHTS, INCLUDING ALL VACATED ALLEYS AND THE VACATED PORTION OF VRAIN STREET ADJACENT TO THE ABOVE-DESCRIBED PROPERTY, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

SW¼ SECTION 18,
T3S, R68W, 6TH P.M.

OWNER:
CITY & COUNTY OF DENVER

VRAIN ST.

N82°22'31"E 479.81' (M)
N83°00'30"E 480.00' (D)

PARCEL A

OWNER:
EL JEBEL SHRINE ASSOCIATION,
A COLORADO NON-PROFIT CORPORATION

330.00' (D)
S0°16'55"E 329.89' (M)

PARCEL A1

SE COR. PARCEL A

TRACT A

N74°41'25"W 109.20'
618.00' (D)
S89°21'51"W 617.68' (M)

S89°21'51"W 335.00' 440.00'

17.43'
W. 50TH AVE.
S0°38'09"E
30.00'
S89°21'51"W
10.00'
S59°21'51"W
40.00'

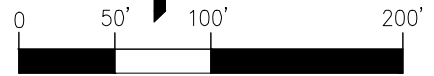
TRACT B

S89°21'51"W 293.16'
EX. WALL

OWNER:
CITY & COUNTY OF DENVER

20'
N27°13'04"E 307.08' (M)
N27°51'30"E 307.00' (D)
N LINE S ½ SW ¼ SEC. 18
177.68'
N84°31'03"W 281.48'
N0°38'09"W 20.00'

- THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY.
- ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.



SCALE: 1"=100'

[lukeb] [P:\2787.E0 - Shrine at Willis Case\Documents\Cad\Exhibits\2787-License Agreement Exhibit.dwg] [Apr. 04, 2014 - 9:52am]

SHEET 1 of 1	EL JEBEL SHRINE	<p>Bowman Colorado Group, LLC. 603 Park Point Drive, Suite 100 Golden, Colorado 80401 Phone: (303) 674-7355 www.bowmanconsulting.com © Bowman Consulting Group, Ltd.</p>				
	LICENSE AGREEMENT		DATE	NO.	REVISIONS	BY
	CITY AND COUNTY OF DENVER, CO		DATE 04/04/14		CHECKED BY	