

After recording, please return to:

**ACCESS AND STORM SEWER EASEMENT
AND
TEMPORARY GRADING EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AND TEMPORARY GRADING EASEMENT AGREEMENT (“Agreement”), is entered into this ___ day of _____, 2019, by and between the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado (“City”) and O’FALLON’S, LLC, a Colorado limited liability company (“Grantee”).

RECITALS

- A. Grantee is the owner of that certain real property located in City and County of Denver, Colorado, as more particularly described on **Exhibit “A”** attached hereto and made a part hereof (“Grantee Property”).
- B. The Grantee Property does not abut a publicly dedicated road, and therefore access to and from a publicly dedicated road requires Grantee to traverse certain City owned land.
- C. Grantee has requested from the City an access easement for pedestrian and vehicular ingress, egress and access to Grantee Property over certain portions of City owned land.
- D. Grantee has further requested from the City a temporary grading easement over those portions of City owned land to allow for Grantee to construct the necessary improvements needed for the access road to Grantee Property.
- E. Located on Grantee’s Property is a water detention facility and Grantee desires to install, maintain and repair on City owned land a storm sewer pipe and other improvements to provide drainage into such water detention facility.
- F. City desires to grant to Grantee the access easement for ingress and egress to Grantee’s Property and a temporary grading easement for those purposes set forth

herein, effective upon the City's signing and delivery of this Agreement to Grantee ("Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, restrictions, and requirements contained herein, the City and the Grantee agree as follows:

1. Grant of Access. The City grants and conveys to Grantee a non-exclusive easement to have and to hold the right to enter upon, across, and through the lands located in the City and County of Denver and described in Exhibit "B", attached hereto and incorporated herein for the sole purpose of pedestrian and vehicular access, ingress and egress ("Access Easement"). The Access Easement or any portion thereof shall automatically terminate upon that portion of such area of the Access Easement designated as public street right-of-way by the City. Any portion of the Access Easement not so designated as public right-of-way shall remain in full force and effect.

2. Grant of Storm Sewer Easement. The City grants and conveys to Grantee a non-exclusive easement to have to hold the right to enter upon, across, and through the lands located in the City and County of Denver and described in Exhibit "C", attached hereto and incorporated for the sole purpose of installing, maintaining and repairing a storm sewer pipe and a riprap outlet ("Storm Sewer Easement").

3. Grant of Temporary Grading Easement. The City grants and conveys to Grantee a temporary, non-exclusive grading easement over, upon and across the land located in the City and County of Denver and described in Exhibit "D", attached hereto and incorporated herein ("Temporary Grading Easement"). The Access Easement, Storm Sewer Easement and the Temporary Grading Easement are sometimes collectively referred to herein as the "Easement Areas."

- a) Purpose of Temporary Grading Easement. The purpose of the Temporary Grading Easement Area is to permit Grantee, its agent, contractors, consultants and employees, to enter upon the Temporary Grading Easement area to change the grading to accommodate the improvements constructed within the Access Easement and the Storm Sewer Easement pursuant to and consistent with the final City approved and signed version of the "Erosion Control Permit Plan Set", prepared by Creative Civil Solution, Project No. 15007, DS Project No. 2015-D-00174.
- b) Termination of Temporary Grading Easement. The Temporary Grading Easement shall commence upon the Effective Date and shall expire thirty (30) days after completion of the grading work and construction of improvements as described above, but in no event later than December 31, 2020. Such expiration shall have no effect on the Access Easement and Storm Sewer Easement. Prior to expiration of the Temporary Grading Easement, Grantee shall restore the surface of the Temporary Grading Easement area which is disturbed by Grantee's exercise of its rights under this Agreement, to as near a condition as existed prior to Grantee's entry on Temporary Grading Easement area.

4. Plans. The final one hundred percent (100%) completed “*Erosion Control Permit Plan Set*”, prepared by Creative Civil Solution, Project No. 15007, DS Project No. 2015-D-00174 that are approved in writing by the City’s Public Works – Development Engineering Services are hereinafter referred as the “Plans”. The Plans are hereby made a part of this Agreement by reference. No changes in the Plans shall be made unless the City has consented to such changes in writing. The City’s review and approval of the Plans in no way relieves the Grantee or its contractors or agents from their responsibilities, obligations and/or liabilities under this Agreement, and will be approved with the understanding that the City makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Grantee or its contractors or its agents on the Plans is at the risk of the Grantee and such contractors or agents.

5. Retained Rights of the City. The City retains the right to the undisturbed use and occupancy of the Easement Areas and any adjacent property owned by the City insofar as such use and occupancy is consistent with and does not impair any grant in this Agreement, except as otherwise provided in this Agreement, including the right to grant additional easements for utilities or otherwise within the Easement Areas. The City shall allow the Grantee reasonable and sufficient access, ingress, and egress within the Easement Areas. The City shall not construct or place any permanent structure within the Easement Areas without prior written consent of the Grantee, which approval shall not be unreasonably delayed, withheld, or conditioned.

6. Covenants of the Grantee.

(a) The Grantee’s use of the Easement Areas shall not interfere with the City’s ability to use the Easement Areas or the City’s adjacent property, except as otherwise set forth herein.

(b) The Grantee shall complete the initial construction and installation of the physical improvements necessary for Grantee’s use of the Access Easement and Storm Sewer Easement in accordance with the Plans. Following Grantee’s initial construction of the improvements within the Access Easement and Storm Sewer Easement, Grantee, at its sole cost and expense, shall maintain, repair and replace such improvements in accordance with the City’s standards and requirements, including but not limited to standards and requirements contained in the Plans.

(c) All work done by the Grantee within the Easement Areas shall be done at the Grantee’s sole cost and expense, in a good and workmanlike manner, in compliance with all applicable laws and regulations, including the Plans, and free of mechanics’ or materialmen’s liens.

(d) The Grantee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Easement Areas by Grantee, Grantee’s agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated or disposed of on or in the Easement Areas, or if the Easement Areas become contaminated in any manner due to the actions or inactions of the Grantee, Grantee shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Easement Areas and any and all sums

paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising as a result of those actions or inactions by Grantee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Grantee causes or permits the presence of any hazardous Substance on the Easement Areas and that results in contamination, Grantee shall promptly, at its sole expense, take any and all necessary actions to return the Easement Area to the condition existing prior to the presence of any such Hazardous Substance. Grantee shall first obtain the City's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is defined as "toxic", "hazardous waste" or a "hazardous substance" or that is toxic, ignitable, reactive, or corrosive, and is regulated by any local government, the State of Colorado or the United States, including asbestos, asbestos containing material, polychlorobiphenyls ("PCB"), and petroleum.

7. No Representations. The City makes no representation or warranty of any kind with respect to the condition of the Easement Areas. The Grantee accepts the Easement Areas in "AS-IS" condition, WITH ALL FAULTS AND AT THE GRANTEE'S OWN RISK, without any warranty, express or implied, including without limitation, any warranty of merchantability, liability, fitness or fitness for a particular purpose, all such warranties being hereby expressly disclaimed by the City.

8. Defense and Indemnity. The Grantee shall defend, reimburse, indemnify and hold harmless the City, its appointed officials, agents and employees for, from and against any and all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the rights and uses granted to Grantee herein ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Grantee or its agents, invitees or subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence of the City. Grantee's duty to defend and indemnify the City shall arise at the time of written notice of the Claim first provided to the City regardless of whether the claimant has filed suit on the Claim. Grantee's duty to defend and indemnify the City arises even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence was the sole cause of claimant's damages. The Grantee shall defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy. Insurance coverage shall in no way lessen or limit the liability of the grantee under this indemnification obligation. This defense and indemnification obligation shall survive the termination of this Easement.

9. Governing Law; Venue. Each and every term, condition, or covenant of this Agreement is subject to and shall be construed in accordance with the provisions of Colorado

law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this Agreement as if fully set out by this reference. Venue for any action relating to this Agreement shall be in the State District Court in the City and County of Denver, Colorado unless otherwise required by law.

10. Successors and Assigns and Running With the Land. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties and all covenants herein shall apply to and run with the land.

11. Authorization. The Grantee represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of Grantee.

12. Severability. The promises and covenants in this Agreement are several in nature. Should any one or more of the provisions of this Agreement be judicially adjudged invalid or unenforceable, the judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement if the intent of the City and Grantee can be fulfilled.

13. Notices. All notices under this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Denver: Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Denver City Attorney
201 W. Colfax Ave., Dept. 1207
Denver, Colorado 80202

Manager of Public Works
201 W. Colfax, Department 601
Denver, CO 80202

If to Grantee: O'Fallon's, LLC
3435 Belcaro Drive
Denver, CO 80209

14. Amendments. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this

Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect nor bind the City. This Agreement and any amendments to it shall be binding upon the parties and their successors and assigns. Amendments to this Agreement may require approval of the City Council if required by the City Charter and must be fully executed by the City and the Grantee.

15. Appropriation by City Council. All obligations of the City under and pursuant to this Agreement, if any, are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

[SIGNATURE PAGES FOLLOW; REMAINDER OF PAGE INTENTIONALLY LEFT
BLANK]

Contract Control Number: FINAN-201952234-00
Contractor Name: O'FALLON'S, INC

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:

Mayor

Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

Assistant City Attorney

Manager of Finance

By:

Auditor

Contract Control Number:
Contractor Name:

FINAN-201952234-00
O'FALLON'S, INC

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A
Legal Description of Grantee's Property

PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALSO BEING A PORTION OF ASHTON, JACOBS ADDITION TO HIGHLAND, BRINKHAUS ADDITION AND BRINKHAUS 2ND ADDITION, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RANGE POINT AT THE INTERSECTION OF W. COLFAX AVENUE AND MORRISON ROAD FROM WHICH THE RANGE POINT AT THE INTERSECTION OF MORRISON ROAD AND MILE HIGH STADIUM CIRCLE BEARS S41°16'36"W, 482.16 FEET; THENCE S41°16'36"W, 246.95 FEET ALONG SAID RANGE LINE; THENCE S48°43'24"E 30.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID MORRISON ROAD AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH SAID RANGE LINE; TO THE POINT OF BEGINNING

THENCE S88°05'05"E, 100.64 FEET ALONG A LINE THAT IS 20.0 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE SOUTHERLY LINE OF LOT 20, JACOBS' ADDITION TO HIGHLAND AS DESCRIBED IN THAT WARRANTY DEED GRANTED TO THE CITY AND COUNTY OF DENVER, RECORDED FEBRUARY 28, 1977 IN BOOK 1396 AT PAGE 292 AS RECEPTION NUMBER 63561 OF THE DENVER COUNTY CLERK AND RECORDER'S OFFICE TO A POINT ON THE WESTERLY LINE OF LOT 8, BLOCK 1, ASHTON AS RECORDED ON DECEMBER 28, 1882 IN BOOK 3, PAGE 15 OF THE CITY AND COUNTY OF DENVER (HISTORIC ARAPAHOE COUNTY) CLERK AND RECORDER'S OFFICE; THENCE S00°05'38"E, 1.50 FEET ALONG THE SAID WESTERLY LINE OF LOT 8, BLOCK 1, ASHTON TO A POINT ON A LINE THAT IS 18.5 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH, THE SOUTHERLY LINE OF BLOCK 1 SAID ASHTON, AS DESCRIBED IN THAT WARRANTY DEED GRANTED TO THE CITY AND COUNTY OF DENVER, RECORDED FEBRUARY 28, 1977 THENCE S88°05'05"E, 100.00 FEET ALONG SAID LINE THAT IS PARALLEL WITH, THE SOUTHERLY LINE BLOCK 1 SAID ASHTON TO THE WESTERLY LINE OF LOT 4, BLOCK 1 OF SAID ASHTON; THENCE S00°05'38"E, 5.50 FEET ALONG THE WESTERLY LINE OF LOT 4, BLOCK 1, OF SAID ASHTON TO A POINT ON A LINE THAT IS 13 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH, THE SOUTHERLY LINE OF BLOCK 1 SAID ASHTON AS DESCRIBED IN THAT

WARRANTY DEED GRANTED TO THE CITY AND COUNTY OF DENVER, RECORDED MARCH 17, 1977 IN BOOK 1405 AT PAGE 1 AS RECEPTION NUMBER 70231 OF THE DENVER COUNTY CLERK AND RECORDER'S OFFICE; THENCE S88°05'05"E, 23.00 FEET ALONG SAID LINE THAT IS PARALLEL WITH, THE SOUTHERLY LINE

OF BLOCK 1 SAID ASHTON TO A POINT THAT IS 2.0 FEET WESTERLY OF THE EASTERLY LINE OF SAID LOT 4, BLOCK 1 ASHTON; ALSO BEING A POINT ON THE WESTERLY LINE OF ORDINANCE 511-1976 OF THE DENVER COUNTY CLERK AND RECORDER'S OFFICE; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WESTERLY AND NORTHERLY LINES OF SAID ORDINANCE 511-1976;

1.) N00°05'38"W, 3.00 FEET PARALLEL WITH THE EASTERLY LINE OF LOT 4, BLOCK 1, ASHTON TO A POINT ON A LINE THAT IS 16.0 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH, THE NORTHERLY LINE OF BRINKHAUS 2ND ADDITION AS RECORDED ON JULY 3, 1888 IN BOOK 5, PAGE 47 OF THE CITY AND COUNTY OF DENVER (HISTORIC ARAPAHOE COUNTY) COUNTY CLERK AND RECORDER'S OFFICE;

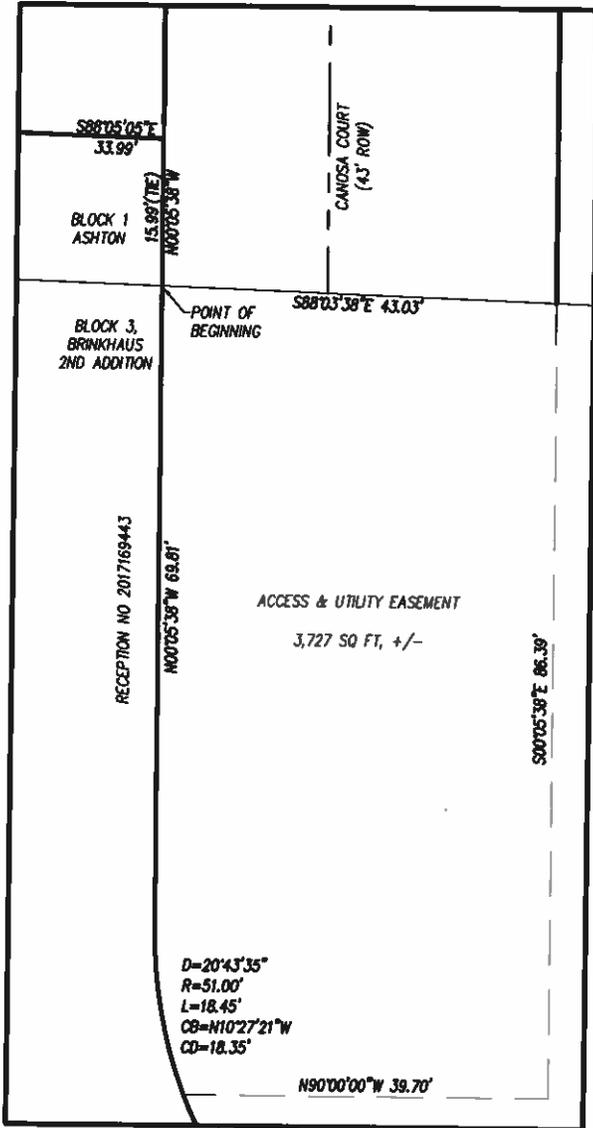
2.) THENCE S88°05'05"E, 33.99 FEET ALONG SAID LINE THAT IS PARALLEL WITH THE NORTHERLY LINE OF SAID BRINKHAUS 2ND ADDITION TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF CANOSA COURT AS DEPICTED BY A DEED GRANTED TO THE CITY AND COUNTY OF DENVER, RECORDED ON SEPTEMBER

14TH, 1973 IN BOOK 766 AT PAGE 622 OF THE DENVER COUNTY CLERK AND RECORDER'S OFFICE;
THENCE S00°05'38"E, 85.80 FEET ALONG SAID WESTERLY RIGHT-OF-WAY OF CANOSA COURT AND THE
EXTENSION THEREOF, TO A POINT OF CURVE TO THE LEFT; THENCE 29.72 FEET ALONG THE ARC OF SAID
CURVE TO A POINT NON-TANGENT, SAID ARC HAVING A RADIUS OF 51.00 FEET, A CENTRAL ANGLE OF
33°23'06", AND BEING SUBTENDED BY A CHORD THAT BEARS S16°47'11"E, 29.30 FEET; THENCE
N90°00'00"W, 377.10 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MORRISON ROAD; THENCE
N41°16'36"E, 168.27 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MORRISON ROAD TO THE
TRUE POINT OF BEGINNING;
EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE SOUTHERLY 16 FEET OF LOTS 2 AND 3 AND
THE SOUTHERLY 16 FEET OF THE EAST 2 FEET OF LOT 4, ASHTON, CONTAINING AN AREA OF 38,107 SQ.
FT., +/-.

Exhibit B

Legal Description of Access Easement

SITUATE
IN THE NE 1/4 OF SECTION 5, T.4.S., R.68.W. OF THE SIXTH P.M.
CITY & COUNTY OF DENVER, STATE OF COLORADO



NOTES:

RECORD INFORMATION: THIS EXHIBIT IS BASED UPON AN "IMPROVEMENT SURVEY PLAT" BY DAVID EVANS & ASSOCIATES, INC., DEPOSITED 12 MAY 2017 IN BOOK 114 AT PAGES 154 & 155 AS RECEPTION NUMBER L017544.

BASIS OF BEARINGS: THE BEARING OF S41°16'36"W FOR THE RANGE LINE 30 FEET SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MORRISON ROAD, MONUMENTED AT BOTH ENDS BY A #6 REBAR WITH A 3-1/4" ALUMINUM CAP (PLS 34592) IN A MONUMENT WELL AS A RANGE POINT.

SURVEYOR'S STATEMENT:

I, BRADLEY D. PETERSON, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS GENERATED BY ME AND IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF AND OPINION.

BRADLEY D. PETERSON, P.L.S. NO. 28660
 FOR & ON BEHALF OF TRISTATE SURVEYING, INC.



SCALE: 1"=20'

NOTICE 13-80-105(3)(a): ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

TriState Surveying, Inc.
 Bradley D. Peterson, PLS

7371 S. DELAWARE STREET
 LITTLETON, CO 80120
 bdp@tristatesurveying.com

PFX: 303-995-9072
 FX: 303-708-8830

DRAWN BY: BDP	DATE: 29 MAR 19
CHECKED BY: JLT	201770_EXH DRAWING NO.:
JOB NO.: 201770	SHEET 1 of 2

"LAND DESCRIPTION"

**SITUATE
IN THE NE 1/4 OF SECTION 5, T.4.S., R.68.W. OF THE SIXTH P.M.
CITY & COUNTY OF DENVER, STATE OF COLORADO**

PROPERTY DESCRIPTION:

BEGINNING AT THE SOUTHWESTERLY CORNER OF CANOSA COURT, BEING RESOLUTION 53, SERIES 2010, WARRANTY DEED BOOK 766, PAGE 22, WHENCE THE NORTHEASTERLY CORNER OF A PARCEL OF LAND PER WARRANTY DEED RECEPTION NO 2017169443 BEARS N00°05'38"W, A DISTANCE OF 15.99 FEET; THENCE S88°03'38"E, ALONG THE SOUTHERLY LINE OF CANOSA COURT & ITS EASTERLY EXTENSION, A DISTANCE OF 73.05 FEET; THENCE S00°05'38"E, DEPARTING SAID LINE, A DISTANCE OF 95.39 FEET; THENCE N90°00'00"W, A DISTANCE OF 64.58 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL OF LAND PER WARRANTY DEED RECEPTION NO 2017169443; THENCE 29.72 FEET ALONG THE ARC OF A 51.00 FOOT RADIUS CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 33°23'15" & WHOSE LONG CHORD BEARS N16°47'11"W, A DISTANCE OF 29.30 FEET TO THE POINT OF TANGENCY, THENCE N00°05'38"W, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 69.81 FEET TO THE POINT OF BEGINNING, SITUATE IN THE NE 1/4 OF SECTION 5, T.4.S., R.68.W. OF THE SIXTH P.M., CITY & COUNTY OF DENVER, STATE OF COLORADO CONTAINING AN AREA OF 6,977 SQ. FT., +/-.

NOTES:

RECORD INFORMATION: THE FORE STATED DESCRIPTION IS BASED UPON AN "IMPROVEMENT SURVEY PLAT" BY DAVID EVANS & ASSOCIATES, INC., DEPOSITED 12 MAY 2017 IN BOOK 114 AT PAGES 154 & 155 AS RECEPTION NUMBER L017544.

BASIS OF BEARINGS: THE BEARING OF S41°16'36"W FOR THE RANGE LINE 30 FEET SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MORRISON ROAD, MONUMENTED AT BOTH ENDS BY A #6 REBAR WITH A 3-1/4" ALUMINUM CAP (PLS 34592) IN A MONUMENT WELL AS A RANGE POINT.

SURVEYOR'S STATEMENT:

I, BRADLEY D. PETERSON, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS DESCRIPTION WAS GENERATED BY ME AND IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF AND OPINION.

BRADLEY D. PETERSON, P.L.S. NO. 28660
FOR & ON BEHALF OF TRISTATE SURVEYING, INC.

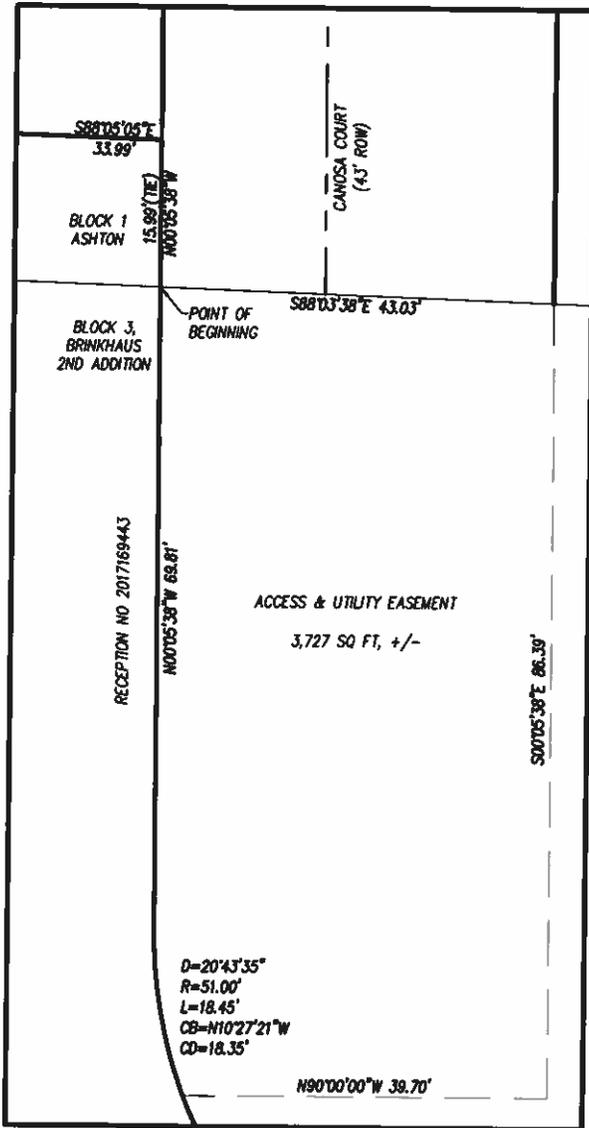


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TriState Surveying, Inc. Bradley D. Peterson, PLS	
	
7371 S. DELAWARE STREET LITTLETON, CO 80120 bpd@tristatesurveying.com	
PHONE: 303-995-9072	FAX: 303-703-3830
DRAWN BY: BDP	DATE: 29 MAR 19
CHECKED BY: JLT	DRAWING NO.: 201770_EXH
JOB NO.: 201770	SHEET 2 of 2

Exhibit C
Legal Description of Storm Sewer Easement

SITUATE
IN THE NE 1/4 OF SECTION 5, T.4.S., R.68.W. OF THE SIXTH P.M.
CITY & COUNTY OF DENVER, STATE OF COLORADO



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SCALE: 1"=20'

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TriState Surveying, Inc.
 Bradley D. Peterson, PLS

CO NE
KS

7371 S. DELAWARE STREET PHE: 303-995-9072
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 brad@tristatesurveying.com

DRAWN BY: BDP	DATE: 29 MAR 19
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"LAND DESCRIPTION"

**SITUATE
IN THE NE 1/4 OF SECTION 5, T.4.S., R.68.W. OF THE SIXTH P.M.
CITY & COUNTY OF DENVER, STATE OF COLORADO**

PROPERTY DESCRIPTION:

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BASIS OF BEARINGS: THE BEARING OF S41°16'36"W FOR THE RANGE LINE 30 FEET SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MORRISON ROAD, MONUMENTED AT BOTH ENDS BY A #6 REBAR WITH A 3-1/4" ALUMINUM CAP (PLS 34592) IN A MONUMENT WELL AS A RANGE POINT.

SURVEYOR'S STATEMENT:

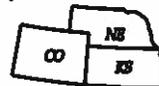
I, BRADLEY D. PETERSON, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS DESCRIPTION WAS GENERATED BY ME AND IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF AND OPINION.

BRADLEY D. PETERSON, P.L.S. NO. 28660
FOR & ON BEHALF OF TRISTATE SURVEYING, INC.



NOTICE 13-80-105(3)(a): ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

TriState Surveying, Inc.
Bradley D. Peterson, PLS



7371 S. DELAWARE STREET
LITTLETON, CO 80120

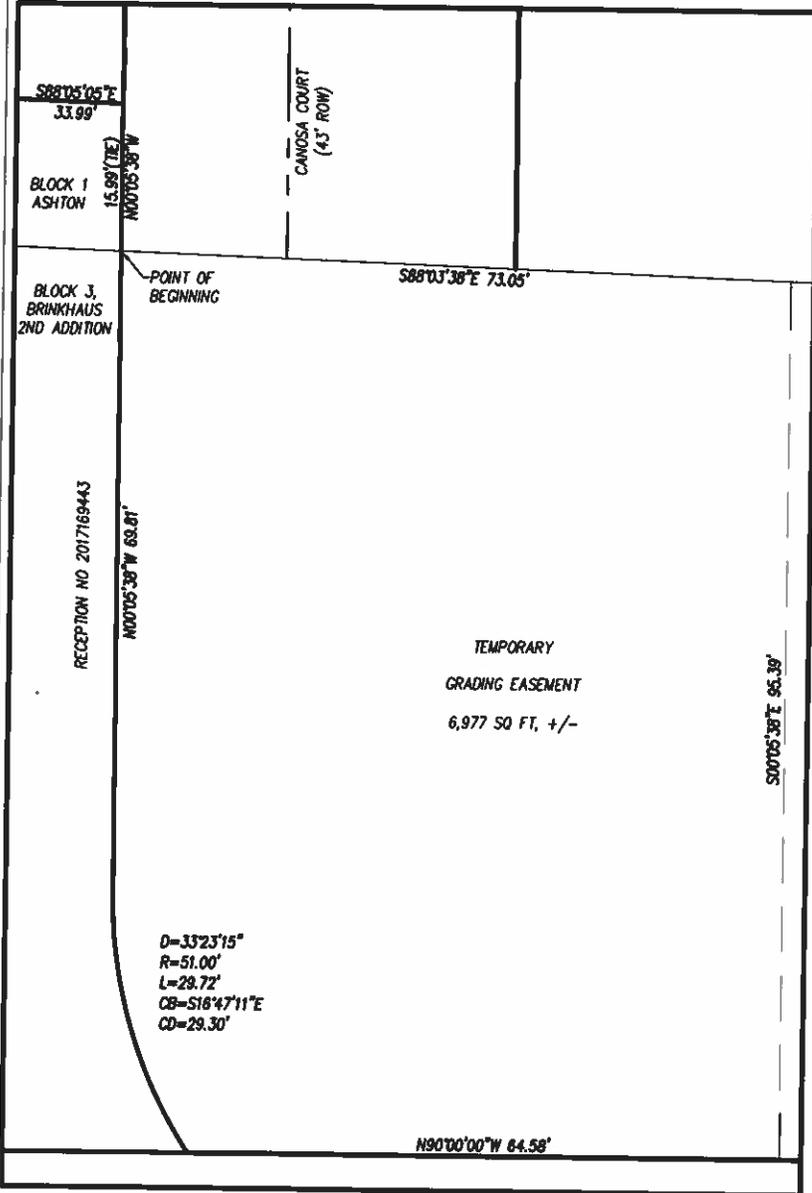
PH: 303-995-9072
FX: 303-708-3830

brad@tristatesurveying.com

DRAWN BY: BDP	DATE: 29 MAR 19
CHECKED BY: JLT	201770_EXH
JOB NO.: 201770	DRAWING NO.: SHEET 2 of 2

Exhibit D
Legal Description of Temporary Grading Easement

SITUATE
IN THE NE 1/4 OF SECTION 5, T.4.S., R.68.W. OF THE SIXTH P.M.
CITY & COUNTY OF DENVER, STATE OF COLORADO



NOTES:

RECORD INFORMATION: THIS EXHIBIT IS BASED UPON AN "IMPROVEMENT SURVEY PLAT" BY DAVID EVANS & ASSOCIATES, INC., DEPOSITED 12 MAY 2017 IN BOOK 114 AT PAGES 154 & 155 AS RECEPTION NUMBER L017544.

BASIS OF BEARINGS: THE BEARING OF S41°16'36"W FOR THE RANGE LINE 30 FEET SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MORRISON ROAD, MONUMENTED AT BOTH ENDS BY A #6 REBAR WITH A 3-1/4" ALUMINUM CAP (PLS 34592) IN A MONUMENT WELL AS A RANGE POINT.

SURVEYOR'S STATEMENT:

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BRADLEY D. PETERSON, P.L.S. NO. 28660
 FOR & ON BEHALF OF TRISTATE SURVEYING, INC.



SCALE: 1"=20'

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DRAWN BY: BDP	DATE: 29 MAR 19
CHECKED BY: JLT	201770_EXH DRAWING NO.:
JOB NO.: 201770	SHEET 1 OF 2

"LAND DESCRIPTION"

SITUATE
IN THE NE 1/4 OF SECTION 5, T.4.S., R.68.W. OF THE SIXTH P.M.
CITY & COUNTY OF DENVER, STATE OF COLORADO

PROPERTY DESCRIPTION:

BEGINNING AT THE SOUTHWESTERLY CORNER OF CANOSA COURT, BEING RESOLUTION 53, SERIES 2010, WARRANTY DEED BOOK 766, PAGE 22, WHENCE THE NORTHEASTERLY CORNER OF A PARCEL OF LAND PER WARRANTY DEED RECEPTION NO 2017169443 BEARS N00°05'38"W, A DISTANCE OF 15.99 FEET; THENCE S88°03'38"E, ALONG THE SOUTHERLY LINE OF CANOSA COURT & ITS EASTERLY EXTENSION, A DISTANCE OF 73.05 FEET; THENCE S00°05'38"E, DEPARTING SAID LINE, A DISTANCE OF 95.39 FEET; THENCE N90°00'00"W, A DISTANCE OF 64.58 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL OF LAND PER WARRANTY DEED RECEPTION NO 2017169443; THENCE 29.72 FEET ALONG THE ARC OF A 51.00 FOOT RADIUS CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 33°23'15" & WHOSE LONG CHORD BEARS N16°47'11"W, A DISTANCE OF 29.30 FEET TO THE POINT OF TANGENCY, THENCE N00°05'38"W, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 69.81 FEET TO THE POINT OF BEGINNING, SITUATE IN THE NE 1/4 OF SECTION 5, T.4.S., R.68.W. OF THE SIXTH P.M., CITY & COUNTY OF DENVER, STATE OF COLORADO CONTAINING AN AREA OF 6,977 SQ. FT., +/-.

NOTES:

RECORD INFORMATION: THE FORE STATED DESCRIPTION IS BASED UPON AN "IMPROVEMENT SURVEY PLAT" BY DAVID EVANS & ASSOCIATES, INC., DEPOSITED 12 MAY 2017 IN BOOK 114 AT PAGES 154 & 155 AS RECEPTION NUMBER L017544.

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BRADLEY D. PETERSON, P.L.S. NO. 28660
FOR & ON BEHALF OF TRISTATE SURVEYING, INC.



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