

AFTER RECORDATION PLEASE RETURN TO:

Becker Stowe Partners LLC  
1600 Broadway, Suite 1600  
Denver, Colorado 80202  
Attention: Georgeann Becker, Esq.

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**LICENSE AND ACCESS AGREEMENT NO. 2017A**  
**(DENVER BOTANIC GARDENS PARKING FACILITY)**  
*(Amends and Restates 2008B License and Access Agreement)*

**DATED [FEBRUARY 16], 2017**

**BETWEEN**

**DENVER BOTANIC GARDENS PARKING FACILITY LEASING TRUST 2017A**  
***(FORMERLY KNOWN AS DENVER BOTANIC GARDENS PARKING FACILITY***  
***LEASING TRUST 2008) AS LICENSOR***

**AND**

**CITY AND COUNTY OF DENVER, COLORADO,**  
**AS LICENSEE**

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## LICENSE AND ACCESS AGREEMENT NO. 2017A

THIS LICENSE AND ACCESS AGREEMENT (this "**2017A License Agreement**") is dated as of [February 16], 2017 by and among the **DENVER BOTANIC GARDENS PARKING FACILITY LEASING TRUST 2017A** (the "**2017A Trust**"), which 2017A Trust was initially created as part of the 2008B Indenture and has been renamed, confirmed and denominated as the "Denver Botanic Gardens Parking Facility Leasing Trust 2017A" under the 2017A Indenture, as licensor, and the **CITY AND COUNTY OF DENVER** (the "**City**"), as licensee, and amends, restates, replaces and supersedes in its entirety the 2008B License and Access Agreement as defined herein.

### PREFACE

Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the (a) Lease Purchase Agreement No. 2017A (Denver Botanic Gardens Parking Facility) dated the date hereof (the "**2017A Lease**") between the 2017A Trust, as lessor, and the City, as lessee; (b) Site Lease No. 2017A (Denver Botanic Gardens Parking Facility) (the "**2017A Site Lease**") between the 2017A Trust, as lessee, and the City, as lessor, and (c) 2017A Declaration and Indenture of Trust (Denver Botanic Gardens Parking Facility Leasing Trust 2017A) (the "**2017A Indenture**").

### RECITALS

1. The City owns the Site described on Exhibit A hereto (the "**Site**") upon which the Parking Facility, as depicted in Exhibit B attached hereto, has been constructed, leased and operated.
2. On November 12, 2008 the City entered into a Lease transaction with the 2008B Trust which transaction has been determined to be amended and restated in its entirety in order to effect savings available from a refinancing of the 2008B Lease payments and advance refunding of the 2008B Trust's Certificates. The 2008B Trust has been renamed the 2017A Trust as more fully set forth above.
3. The 2017A Trust has a leasehold interest in the Site by leasing the Site from the City pursuant to the 2017A Site Lease and subleases the Leased Property to the City pursuant to the 2017A Lease.
4. The City has requested, and the 2017A Trust shall continue to grant, a license across, over and on the roof of the Parking Facility and portions of the Site for the purpose of continuing to plant, install and maintain certain License Improvements (as hereinafter defined).
5. The City hired the Denver Botanic Gardens, Inc., a Colorado non-profit corporation, ("**Garden Corporation**") to install, maintain and operate the Garden located on the licensed portion of the Parking Facility.
6. The License and Access Agreement dated November 12, 2008 is amended and restated in this 2017A License Agreement, between the 2017A Trust and the City to continue the license across, over and on the roof of the Parking Facility and portions of the Site.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the 2017A Trust and the City agree as follows:

**Section 1. Grant of License.** The 2017A Trust hereby grants to the City, and its agents, contractors, customers, vendors, suppliers, visitors, tenants, subtenants, invitees, and licensees of each of them a non-exclusive license (the "**Roof License**") upon, over and across portions of the roof of the Parking Facility and those portions of the Site as depicted on Exhibit C (the "**License Area**") for the purpose of operating a garden (the "**Garden**") upon a portion of the roof of the Parking Facility ("**Facility Roof**") (the "**License Improvements**").

(a) License Activity. The rights of the City pursuant to this License shall include the non-exclusive right of (a) pedestrian access, ingress and egress on and through the elevator of the Parking Facility ("**Elevator**"); (b) pedestrian and vehicular access, ingress and egress on, over and across the Parking Facility and the Facility Roof; (c) pedestrian and vehicular access on, over and under the pedestrian entry to the Parking Facility ("**Pedestrian Entry**"); and (d) such other access to the Site and the Parking Facility as the City deems necessary, in its reasonable discretion, to exercise its rights pursuant to this 2017A License Agreement, in order to plant, install and maintain the License Improvements for the term of this 2017A License Agreement (collectively, the "**License Activity**"). The 2017A Trust reserves the right at any time to close, relocate or modify such means of access outside the License Area, provided that a reasonably convenient and adequate means of ingress and egress is available for the same purpose.

(b) Scope of License Activity. The scope of the License Activity granted in this 2017A License Agreement shall include installation, operation, maintenance, repair, and replacement of the License Improvements, access and egress by the City's invitees to the License Area relating to the Gardens, and other such activity necessary to install, operate and maintain the License Improvements for the term of this 2017A License Agreement, consistent with the terms of this License and as the City deems necessary from time to time in its reasonable discretion.

(c) License Area. The legal description with dimensions is attached as Exhibit C to reflect the License Area.

**Section 2. Covenants of the City.**

(a) Maintenance. The City covenants that it shall maintain the License Improvements on the License Area at its sole cost and expense in good repair and condition, and in a manner consistent with the standard of maintenance applied with respect to the upkeep and maintenance of the other improvements and landscaping improvements at the Denver Botanic Gardens.

(b) Operation Obligation. The City agrees to conduct the License Activity in a manner so as not to interfere with the operation of the Parking Facility. The City shall have no obligation under this 2017A License Agreement to maintain the Parking Facility, including, without limitation, the structure of the Parking Facility.

(c) Repair Obligation. In the event that exercise of the License Activity damages or causes injury to the Parking Facility, including the structural components of the Parking Facility, the City shall, at its sole cost and expense, be responsible for repair of the Parking Facility. Within a reasonable time after performing any License Activity which disturbs or alters the Parking Facility, or any portion of the Site outside the License Area, the City shall, at its sole cost and expense, and consistent with commercially reasonable standards and in a manner consistent with the standards hereunder, restore such area to substantially the same condition of said property prior to such License Activity, reasonable wear, acts of God and elements excepted. Neither the 2017A Trust nor the Trustee shall have any responsibility for any of these matters or making any additions, modifications or replacements to the Parking Facility or Leased Property.

(d) Taxes, Other Government Charges and Utility Charges. In the event that the License Area shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the City shall pay the amount of all such taxes, assessments and governmental charges then due related to the License Area. With respect to special assessments or other governmental charges related to the License Area, which may be lawfully paid in installments over a period of years, the City shall be obligated hereunder to provide for payment only for such installments as are required to be paid during the upcoming Fiscal Year. Except for Permitted Encumbrances under the 2017A Lease, the City shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Site or License Area. The City shall also pay as the same respectively become due, all utility and other charges and fees and other expenses relating to the License Activity incurred in the installation of the License Improvements and with the operation, maintenance and use of the License Area.

(e) Hazardous Materials. Except for customary materials necessary for construction, operation, cleaning and maintenance of the License Area or License Improvements, the City or any of its successors or assigns shall not cause or permit any Hazardous Substance (as defined in the 2017A Lease) to be brought upon, generated at, stored or kept or used in or about the License Area and License Improvements without prior written notice to the 2017A Trust. All Hazardous Substances, including, customary materials necessary for installation, operation, cleaning and maintenance of the License Area or License Improvements, will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Substance so brought upon or used or kept in or about the License Area or License Improvements. If the presence of Hazardous Substances on the License Area and License Improvements caused or permitted by the City results in contamination of the License Area and License Improvements, or if contamination of the License Area and License Improvements by any Hazardous Substance otherwise occurs for which the City is legally liable for damage resulting therefrom, then the City shall reimburse the other party for its reasonable and necessary legal expenses to defend the 2017A Trust from claims for damages, penalties, fines, costs, liabilities or losses; provided that the cost of such defense shall be payable only if the cost of such defense has been appropriated by the City. This duty to reimburse legal expenses is not an indemnification. It is expressly understood that the City is not indemnifying any person with respect to this 2017A License Agreement. Without limiting the foregoing, if the presence of any Hazardous Substance on the License Area and License Improvements caused or permitted by the City, results in any contamination of the License Area and License Improvements, the City shall provide prior written notice to the 2017A Trust and promptly take all actions, solely at the expense of the City,

as are necessary to effect remediation of the contamination in accordance with legal requirements.

**Section 3. Provisions For Liability and Worker's Compensation Insurance.**

Pursuant to the Cooperative Agreement dated April 5, 1991, as amended (the "Cooperative Agreement"), between the City and the Denver Botanic Gardens, Inc., a Colorado nonprofit corporation (the "Denver Botanic Gardens"), the City shall cause the Denver Botanic Gardens, at no expense to the 2017A Trust, to carry and maintain commercial general liability insurance and public liability insurance, including blanket contractual liability or specific contractual liability insurance for this 2017A License Agreement and including garage liability insurance and garage keeper's legal liability insurance, in connection with the Roof License and License Activity. This coverage may be limited by endorsement to the License Activity. Such coverage shall be in amounts not less than the limits of liability per occurrence set by the Colorado Governmental Immunity Act, as the same may from time to time be amended for claims to which the defense of sovereign immunity applies. The public liability insurance required by this Section may be by blanket insurance policy or policies.

Pursuant to the Cooperative Agreement, the City shall cause the Denver Botanic Gardens, at no expense to the 2017A Trust, to carry and maintain worker's compensation insurance covering the Denver Botanic Garden's employees working in, on or around the License Area. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be canceled without at least thirty (30) days' prior written notice (10 days' prior written notice for nonpayment of premiums) to the City, the 2017A Trust and the Trustee. In the event the Denver Botanic Gardens receives such notice of cancellation, it shall also immediately notify the 2017A Trust and the Trustee of any cancellation notice. A certificate issued by the Colorado Department of Labor's Division of Worker's Compensation or a private carrier evidencing such coverage shall be provided by the Denver Botanic Gardens to the Trustee. The worker's compensation insurance required by this Section may be by blanket insurance policy or policies. The Denver Botanic Gardens may self insure for worker's compensation insurance provided that such self insurance is approved by the Colorado Department of Labor's Division of Worker's Compensation.

Each liability policy, other than worker's compensation, provided for in this Section shall contain a provision to the effect that the insurance company shall not cancel the policy without at least thirty (30) days' (ten (10) days' for nonpayment of premiums) prior written notice to the City, the Denver Botanic Gardens and the Trustee. In the event that the City or the Denver Botanic Gardens has received such notice of cancellation it shall immediately notify the Trustee.

Upon request of the Trustee, the City and the Denver Botanic Gardens shall provide certificates of insurance or other appropriate evidence of self-insurance, with appropriate endorsements attached demonstrating that the 2017A Trust and the Trustee have been named as loss payee and that the thirty (30) day required notice of cancellation provision is in effect. A certificate of insurance from the City or the Denver Botanic Gardens or the City's or the Denver Botanic Garden's insurance agent will be acceptable evidence of insurance. Initial certificates evidencing all insurance policies issued pursuant to this Section shall be deposited with the Trustee.

**Section 4. Termination.** The term of this 2017A License Agreement shall commence on the date hereof and shall end on the earlier to occur of (a) December 31, 2029; or (b) termination of the 2017A Site Lease as provided in Article 1 of the 2017A Site Lease or Article 12 of the 2017A Lease.

**Section 5. Damage, Destruction or Condemnation of Parking Facility.** This License shall terminate (a) if all or any portion of the Parking Facility is destroyed or damaged by fire or otherwise to the extent that the License Area is no longer usable for the License Activity, or (b) if title or use of the Parking Facility or Site is taken under the exercise of the power of eminent domain so that the License Area is no longer usable for the License Activity. The 2017A Trust shall have no obligation to rebuild, repair or alter the Parking Facility with respect to this License.

**Section 6. Default.** In the event that the City shall be in default in the performance of any obligation on its part to be performed under the terms of this 2017A License Agreement, which default continues for forty-five (45) days following notice and demand for correction thereof from the Trustee, the Trustee may exercise any and all remedies granted by law, except no merger of this License and the 2017A Site Lease and the 2017A Lease shall be deemed to occur as a result thereof.

**Section 7. Disclaimer of Warranties.** NEITHER THE 2017A TRUST NOR THE TRUSTEE HAS MADE OR WILL MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE SITE, THE PARKING FACILITY OR LICENSE AREA OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE SITE, THE PARKING FACILITY OR THE LICENSE AREA. Neither the 2017A Trust nor the Trustee shall be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this License or the use by the City of the Site, License Area or License Improvements provided for herein except that nothing shall relieve the 2017A Trust or the Trustee's liability for any claims, damages, liability or court awards, including costs, expenses and attorney fees, relating to or arising from the 2017A Trust's or the Trustee's actions or omissions that result from the negligence, bad faith or intentional misconduct of the 2017A Trust or the Trustee or their employees. The City shall not be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this License or the use by the 2017A Trust or Trustee of the Site, License Area or License Improvements provided for herein except that nothing shall relieve the City's liability for any claims, damages, liability or court awards, including costs, expenses and attorney fees, relating to or arising from the City's liability for any claims, damages, liability or court awards, including costs, expenses and attorney fees, relating to or arising from the City's actions or omissions that result in personal injury (including death), damage to tangible personal property and/or intellectual property infringement or resulting from the negligence, bad faith or intentional misconduct of the City or its employees.

**Section 8. Compliance with Requirements.** During the term of this License, the City, the 2017A Trust and the Trustee shall observe and comply promptly to the extent possible with all current and future orders of all courts having jurisdiction over the Site, provided that the City, the 2017A Trust or the Trustee may contest or appeal such orders so long as they are in

compliance with such orders during the contest or appeal period, and all current and future requirements of all insurance companies writing policies covering the Site.

**Section 9. Title to the Leased Property.** At all times during the term of this License, fee title to the Site shall remain in the City, subject to the 2017A Site Lease, the 2017A Lease, the 2017A Indenture, this 2017A License Agreement and any other Permitted Encumbrances under the 2017A Lease. The 2017A Trust and the Trustee shall not, in any way, be construed as the fee owner of the Site.

**Section 10. Sovereign Powers of City.** Nothing in this 2017A License Agreement shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers or immunities of the City.

**Section 11. No Discrimination in Employment.** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

**Section 12. Notices.** All notices, certificates or other communications to be given hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, addressed as follows:

if to the City,

Mayor  
City and County of Denver, Colorado  
1437 Bannock, Room 350  
Denver, CO 80202

with copies to:  
Chief Financial Officer  
City and County of Denver, Colorado  
201 West Colfax, Dept. 1010  
Denver, CO 80202  
(and electronically to "[debtmanagement@denvergov.org](mailto:debtmanagement@denvergov.org)")

and  
Executive Director of Public Works  
City and County of Denver, Colorado  
201 West Colfax, Department 608  
Denver, CO 80202

and  
City Attorney  
City and County of Denver, Colorado  
201 West Colfax, Department 1207

Denver, CO 80202

and

Executive Director of Parks and Recreation  
City and County of Denver, Colorado  
201 West Colfax, Department 601  
Denver, CO 80202

and

Chief Executive Officer  
Denver Botanic Gardens  
909 York Street  
Denver, CO 80206

if to the 2017A Trust and the Trustee,

UMB Bank, n.a., as Trustee  
1670 Broadway  
Denver, Colorado 80202  
Attention: Corporate Trust & Escrow Services

The City, the Trustee and the 2017A Trust may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 13. Successor and Assigns.** This 2017A License Agreement shall inure to the benefit of and shall be binding on the 2017A Trust's and the City's respective successors and assigns; provided, however, that neither party may assign this 2017A License Agreement or its rights or delegate its obligations hereunder without the prior written consent of the other party, subject, however to the provisions contained in Article 13 of the 2017A Lease. The 2017A Trust hereby acknowledges and agrees that Denver hired the Garden Corporation to maintain, operate and install the Garden in accordance with this 2017A License Agreement.

**Section 14. No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this 2017A License Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City, as licensee, and the 2017A Trust, as licensor, and their respective permitted successors and assigns, and nothing contained in this 2017A License Agreement shall give or allow any such claim or right of action by any other or third person on this 2017A License Agreement. It is the express intention of the City and the 2017A Trust that any person other than the City or the 2017A Trust receiving services or benefits under this 2017A License Agreement shall be deemed to be an incidental beneficiary only.

**Section 15. No Indemnification by City.** Except as otherwise expressly provided herein, the City cannot and does not agree to indemnify, hold harmless or exonerate the 2017A Trust or any other person for any purpose whatsoever.



**Section 16. Governmental Immunity.** Notwithstanding any other provision of this 2017A License Agreement to the contrary, no term or condition of this 2017A License Agreement shall be construed or interpreted as a waiver, express or implied, of any immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials and employees, is controlled and limited by the provisions of Section 24-10-101, et seq., C.R.S. and the risk management statutes, Section 24-30-1501 et seq., C.R.S. as now or hereafter amended.

**Section 17. No Conflict of Interest of City Employees.** The 2017A Trust represents that, to the best of its knowledge, no officer or employee of the City is either directly or indirectly a party or in any manner interested in this 2017A License Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such official or employee.

**Section 18. City Financial Obligations.** It is understood and agreed that any payment or performance obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this 2017A License Agreement in each year in which the 2017A License Agreement is in effect, encumbered for the purpose of the 2017A License Agreement and paid into the Treasury of the City. The 2017A Trust acknowledges that (i) the City does not by this 2017A License Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this 2017A License Agreement is not intended to and shall not create a multiple-fiscal year direct or indirect financial obligation of the City.

**Section 19. Amendments.** This 2017A License Agreement may only be amended, changed, modified or altered by signed writing and consistent with the provisions of the 2017A Indenture.

**Section 20. Severability.** In the event that any provision of this 2017A License Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 21. Execution in Counterparts.** This 2017A License Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. [OR **Electronic Signatures and Electronic Records:** the 2017A Trust consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the 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 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.]

**Section 22. Applicable Law.** This 2017A License Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

**Section 23. Captions.** The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this 2017A License Agreement.

**Section 24. No Merger.** The City, the 2017A Trust and the Trustee intend that the legal doctrine of merger shall have no application to this License granted by this 2017A License Agreement and that neither the execution and delivery of the 2017A Lease, and 2017A Site Lease by the 2017A Trust and the City nor the exercise of any remedies under this 2017A License Agreement, the 2017A Site Lease or the 2017A Lease shall operate to terminate or extinguish the license pursuant to this 2017A License Agreement, except as specifically provided herein and therein.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the City has executed this 2017A License and Access Agreement the day and year first above written.

ATTEST:

**CITY AND COUNTY OF DENVER, COLORADO,**  
as Lessor

\_\_\_\_\_  
Debra Johnson,  
Clerk and Recorder, *Ex-Officio*  
Clerk of the City and County of Denver

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Kristin M. Bronson, Attorney for the  
City and County of Denver

\_\_\_\_\_  
Chief Financial Officer/Manager of Finance

By \_\_\_\_\_  
City Attorney

Auditor \_\_\_\_\_

IN WITNESS WHEREOF, the Trustee has executed this 2017A License and Access Agreement the day and year first above written.

**DENVER BOTANIC GARDENS PARKING FACILITY  
LEASING TRUST 2017A**, as Lessee  
By its Trustee:  
**UMB BANK, N.A.**

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By: Leigh M. Lutz  
Its: Senior Vice President

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 2008, by Leigh Lutz, as an authorized representative of UMB Bank, n.a., Denver, Colorado, as Trustee of Denver Botanic Gardens Parking Facility Leasing Trust 2008.

WITNESS my hand and official seal.

(SEAL)

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Notary Public

My commission expires:

**EXHIBIT A  
TO  
LICENSE AND ACCESS AGREEMENT NO. 2017A**

Legal Description of Site

**Legal Description of the Parking Facility Site:**

PARCEL 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, 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:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 66, E.F. HALLACK'S SECOND ADDITION TO DENVER, ACCORDING TO THE SUBDIVISION PLAT RECORDED IN ENGINEERING BOOK 02 AT PAGE 012, JUNE 1, 1887 OF THE RECORDS OF THE CITY AND COUNTY OF DENVER (ORIGINALLY RECORDED AT BOOK 4, PAGE 34 CLERK RECORD NUMBER 403 OF ARAPAHOE COUNTY, COLORADO) AND CONSIDERING THE NORTH LINE OF SAID BLOCK 66 TO BEAR NORTH 89°48'49" EAST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°11'11" EAST, ALONG THE WEST LINE OF SAID BLOCK 66, A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 36 OF SAID BLOCK 66, ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 52°33'39" EAST, A DISTANCE OF 280.99 FEET TO A POINT ON THE EASTERLY LINE OF AN UNPLATTED PARCEL OF LAND AS DESCRIBED UNDER "ALSO" IN THE SUPPLEMENTARY AGREEMENT DATED AUGUST 28, 1958 ON FILE WITH THE CITY CLERK. EXECUTION AUTHORIZED BY ORDINANCE NO. 304, SERIES 1958, SAID POINT BEING ON A CURVE;

THENCE ALONG SAID EASTERLY LINE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07°23'18", A RADIUS OF 379.30 FEET, AN ARC LENGTH OF 48.91 FEET AND THE CHORD OF WHICH BEARS SOUTH 31°08'08" WEST, A DISTANCE OF 48.88 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 34°49'47" WEST, A DISTANCE OF 36.04 FEET;

THENCE SOUTH 10°10'13" EAST, A DISTANCE OF 12.73 FEET;

THENCE SOUTH 34°49'47" WEST, A DISTANCE OF 19.13 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 35°33'00", A RADIUS OF 430.30 FEET, AND AN ARC LENGTH OF 266.99 FEET, AND THE CHORD OF WHICH BEARS SOUTH 17°03'17" WEST, A DISTANCE OF 262.72 FEET;

THENCE SOUTH 00°43'13" EAST, A DISTANCE OF 117.44 FEET;

THENCE SOUTH 44°16'47" WEST, A DISTANCE OF 12.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JOSEPHINE STREET ACCORDING TO THE BOUNDARY SURVEY FOR BOTANICAL GARDENS PREPARED BY ASPEN SURVEYING, INC., DATED 08-

18-1995, AND CITY AND COUNTY OF DENVER PUBLIC WORKS ENGINEERING AGENCY BOUNDARY SURVEY DATED 8-25-71, SURVEY BOOK NO. 012;

THENCE SOUTH 00°43'13" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET;

THENCE NORTH 86°18'22" WEST, A DISTANCE OF 82.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF YORK STREET AS RECORDED IN BOOK 5225 AT PAGE 188;

THENCE NORTH 00°10'19" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET;

THENCE NORTH 45°10'19" WEST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 00°10'19" WEST, A DISTANCE OF 381.02 FEET;

THENCE NORTH 44°49'41" EAST, A DISTANCE OF 28.28 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 00°10'19" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 187.49 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 66;

THENCE NORTH 00°11'11" WEST, ALONG THE WESTERLY LINE OF SAID BLOCK 66 AND THE EASTERLY RIGHT-OF-WAY LINE OF YORK STREET, A DISTANCE OF 54.35 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 88,723 SQUARE FEET, OR 2.037 ACRES, MORE OR LESS.

**EXHIBIT B**  
**TO**  
**LICENSE AND ACCESS AGREEMENT No. 2017A**

Description of Parking Facility

**Description of Parking Facility:**

The Trust's ownership interest in the Parking Facility: the 138,800 square foot, three (3) level parking facility with 334 parking spaces and including an elevator, welcome pavilion, ticket building, restroom facilities, "living walls," retaining walls and drainage facilities, all located on the Parking Facility Site.

**EXHIBIT C**  
**TO**  
**LICENSE AND ACCESS AGREEMENT No. 2017A**

Legal Description of License Area

PARCEL 2

A PARCEL OF LAND BEING LOTS 1 THROUGH 7 INCLUSIVE, PART OF LOTS 34 AND 35, ALL OF LOTS 36 THROUGH 40 INCLUSIVE, BLOCK 66 AND THE VACATED ALLEY THEREOF, E.F. HALLACK'S SECOND ADDITION TO DENVER, ACCORDING TO THE SUBDIVISION PLAT RECORDED IN ENGINEERING BOOK 02 AT PAGE 012, JUNE 1, 1887 OF THE RECORDS OF THE CITY AND COUNTY OF DENVER (ORIGINALLY RECORDED AT BOOK 4, PAGE 34 CLERK RECORD NUMBER 403 OF ARAPAHOE COUNTY, COLORADO) TOGETHER WITH AN UNPLATTED PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, 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:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 66, AND CONSIDERING THE NORTH LINE OF SAID BLOCK 66 TO BEAR NORTH 89°48'49" EAST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°48'49" EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK 66, A DISTANCE OF 266.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 66;  
THENCE SOUTH 00°11'11" EAST, ALONG THE EASTERLY LINE OF SAID BLOCK 66, A DISTANCE OF 178.31 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 66;  
THENCE SOUTH 89°38'56" WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK 66, A DISTANCE OF 4.61 FEET TO THE EASTERLY LINE OF AN UNPLATTED PARCEL OF LAND AS DESCRIBED UNDER "ALSO" IN THE SUPPLEMENTARY AGREEMENT DATED AUGUST 28, 1958 ON FILE WITH THE CITY CLERK. EXECUTION AUTHORIZED BY ORDINANCE NO. 304, SERIES 1958, SAID POINT BEING ON A CURVE;  
THENCE ALONG SAID EASTERLY LINE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18°52'58", A RADIUS OF 379.30 FEET, AN ARC LENGTH OF 125.00 FEET AND THE CHORD OF WHICH BEARS SOUTH 18°00'00" WEST, A DISTANCE OF 124.44 FEET;  
THENCE NORTH 52°33'39" WEST, A DISTANCE OF 280.99 FEET TO THE WESTERLY LINE OF SAID BLOCK 66;  
THENCE NORTH 00°11'11" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 57,378 SQUARE FEET, OR 1.317 ACRES, MORE OR LESS.