

WHEN RECORDED RETURN TO:  
Brownstein Hyatt Farber Schreck, LLP  
410 17<sup>th</sup> Street, 22<sup>nd</sup> Floor  
Denver, Colorado 80202  
Attn: Bruce A. James, Esq.

**TEMPORARY CONSTRUCTION LICENSE AGREEMENT  
FOR CONSTRUCTION STAGING AND TEMPORARY CLOSURES**

THIS TEMPORARY CONSTRUCTION LICENSE AGREEMENT FOR CONSTRUCTION STAGING AND TEMPORARY CLOSURES (“License Agreement”) is made as of the date set forth on the City signature page (“Effective Date”), by and between **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation (“Grantor” or “City”) and **CPX BROADWAY DEVELOPERS, LLC**, a Colorado limited liability company (“Grantee”), whose address is c/o Corporex Colorado LLC, 188 Inverness Drive West, Suite 120, Denver, Colorado 80202. Grantor and Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

**RECITALS**

A. Grantor is the owner of that certain real property located in the City and County of Denver, more particularly described on **Exhibit A-1 and A-2** attached hereto and incorporated herein by this reference (“Grantor Property”).

B. Grantee is the owner of the real property more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the “Benefited Property”). Grantee will be developing a hotel and office project on the Benefited Property (the “Project”) adjacent to a parking garage (the “Existing Garage”) owned by the Denver Cultural Center Parking Garage Condominium Association, Inc., a Colorado non-profit corporation (the “Owner’s Association”) and multiple condominium unit owners under a condominium structure. Grantor owns various condominium units in the Existing Garage, including the GO Unit (5<sup>th</sup> floor) and various parking units located in the basement and on the ramp to the basement of the Existing Garage.

C. Grantee desires the various temporary licenses over portions of property owned by the City for various purposes and activities set forth herein on the terms and conditions set forth herein.

**GRANT OF LICENSE**

NOW, THEREFORE, in consideration of the foregoing, the consideration set forth herein and the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. **Grant of License**. Grantor does hereby grant to Grantee the following:

(a) **Temporary Construction Staging License**. For no additional consideration, a temporary, exclusive license on, across, under and over a certain portion of Grantor Property located adjacent to the Benefited Property, as legally described on **Exhibit A-1**

attached hereto and incorporated herein by reference (the “Construction Staging License Area”) for the purpose of coordinating and staging the construction of the Project improvements on the Benefited Property (the “Construction Staging License Activity”).

(b) Temporary Closure License. For no additional consideration, a temporary, non-exclusive license to close certain drive lanes and pedestrian access, as legally described on **Exhibit A-2** attached hereto and incorporated herein by reference (the “Temporary Closure License Area”) as may be required during construction of the Project for the safety of the general public, guests and invitees of Grantor or the Denver Public Facilities Leasing Trust 2012A-B, a Colorado trust (the “Trust”) who owns the parking spaces located on the 1<sup>st</sup> through 4<sup>th</sup> floors of the Existing Garage (the “Temporary Closure License Activity”).

(c) For the purposes of this License Agreement, the Construction Staging License Area together with the Temporary Closure License Area are collectively called the “Temporary License Areas”. The Construction Staging License Activity together with the Temporary Closure License Activity are collectively called the “License Activity”. Finally, the Temporary Construction Staging License together with the Temporary Closure License are collectively called the “Temporary License”.

## 2. Term.

(a) Temporary Construction Staging License. The Temporary Construction Staging License shall commence the earlier of (i) issuance of any permit by the City for the Project, or (ii) November 4, 2013 (“Construction Staging License Start Date”) and shall expire on the earlier of (x) the date a final certificate of occupancy has been issued for the Project, or (y) December 31, 2015 (the “Construction Staging License Expiration Date”).

(b) Temporary Closure License. The Temporary Closure License shall commence on the date construction of the Project commences and construction activities are such that, for safety reasons, as determined by Grantee and the City and County of Denver Manager of Public Works (“Manager of Public Works”), closures are required within the Temporary Closure License Area (the “Temporary Closure License Start Date”) and shall expire on the date the building exterior and other Project work is completed to the extent that Grantee and the Manager of Public Works determine it is safe to reopen the closed area, but in no event later than the date a final certificate of occupancy has been issued for the Project (the “Temporary Closure License Expiration Date”).

3. Termination. This License may be terminated or suspended, in whole or in part, by (a) the Manager of Public Works, in his/her sole discretion, if the Temporary License Areas are needed by the City for health, safety or emergency purposes, or (b) by resolution passed by the Denver City Council, or (c) by written consent of the owners of the Temporary License Areas and the Benefited Property, or (d) by the Manager of Public Works if the License Activity is abandoned for a period of six (6) months; or (e) by the Manager of Public Works in the event Grantee does not cure a breach of this License Agreement within ten (10) days of receipt of written notice from Grantor of the breach. With respect to (e) above, in the event Grantee cannot reasonably cure the breach within said ten (10) day period, Grantor shall not terminate this License Agreement so long as Grantee is diligently pursuing resolution of the same, and cure of the breach reasonably satisfactory to Grantor is achieved within sixty (60) days of Grantee’s receipt of Grantor’s initial written notice.

4. **Conduct of License Activity.** The License Activity shall be conducted by Grantee in accordance with the covenants contained herein.

5. **Covenants of Grantee.** In exercising the rights granted hereunder utilizing the Temporary License and the Temporary License Areas, and performing the License Activity, Grantee shall comply with the following:

(a) Grantee shall protect Grantor Property and other property owned by the Grantor from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents (collectively, and together with Grantee, "**Grantee's Responsible Representatives**"). Grantee shall clean, cure, repair and correct any such damage to any elements of Grantor Property and other property owned by the Grantor, or the Temporary License Areas, including but not limited to, any utilities, structures and other improvements situated therein or thereon, and shall keep all of such property reasonably clean and clear of building materials, dirt, debris, and similar materials, to the reasonable satisfaction of the Manager of Public Works.

(b) All License Activity shall be performed at Grantee's sole cost and expense.

(c) In all actions undertaken on property belonging to Grantor by any of Grantee's Responsible Representatives, all work shall be completed in a prompt, good and workmanlike manner, free of all liens (including mechanic's liens) and encumbrances on the Temporary License Areas.

(d) Grantee shall not cause, or permit to be caused by any of Grantee's Responsible Representatives, any Hazardous Materials (as defined below) to be transported to, or dumped, spilled, released, permanently stored, or deposited on, over or beneath the Temporary License Areas or any other lands owned by Grantor. Any temporary storage of Hazardous Materials shall be done in accordance with all applicable laws and rules and regulations. "**Hazardous Materials**" means substances, materials or waste the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "pollutant" or "contaminant" and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.

(e) Grantee shall comply with all applicable federal, state and local laws, rules and ordinances in connection with its use of the Temporary License Areas and shall obtain all permits and approvals required by applicable governmental or quasi-governmental entities in connection with Grantee's License Activity and use of the Temporary License Areas as permitted hereunder.

(f) The Temporary License and rights granted herein shall not be used in such a manner as to violate any county regulation, city ordinance or state or federal law, rule or regulation.

(g) Grantee shall utilize the Temporary License in such a manner so as to avoid, or minimize to the fullest extent possible, any interruption of or interference with Grantor's use of the Temporary License Areas and other property owned by the Grantor.

(h) Grantee shall obtain, keep in force and maintain and cause each of its contractors to obtain, keep in force and maintain, at no cost to Grantor, until expiration or termination of this Temporary License Agreement, and shall provide the Manager of Public Works and City and County of Denver Risk Manager ("Risk Manager") with certificates of insurance as follows:

(i) Commercial general liability insurance with XC&U exclusions deleted (including completed operations, operations of subcontractors, blanket contractual liability insurance, personal injury liability) with limits against bodily injury and property damage of not less than \$5,000,000 for any person and \$5,000,000 for any occurrence; and

(ii) Worker's compensation insurance, with statutory coverage, and employers' liability with minimum limits of \$100,000 shall be maintained by Grantee or Grantee's General Contractor, as applicable.

The policies of insurance required under this subsection, shall be reasonably satisfactory to the Manager of Public Works and Risk Manager, shall, for commercial general liability, list the City and County of Denver, its elected and appointed officials, employees and volunteers as an Additional insured, shall be placed with insurers licensed or authorized to transact business in the State of Colorado and rated by A.M. Best Company as "A-" "VII or better, and shall require the insurer to give at least thirty (30) days' advance written notice to the Manager of Public Works and Risk Manager prior to cancellation or change in coverage. Grantee shall provide certified copies of all policies of insurance required under this subsection, to the Manager of Public Works and Risk Manager upon request. For all insurance required to be carried, Grantee shall require its insurer(s) to provide the City with waivers of subrogation. To the extent available in the insurance industry at a commercially reasonable price, all policies required to be obtained by Grantee shall be written as "occurrence" policies and not as "claims-made" policies. Policies carried by Grantee and Grantee's subcontractors shall be primary and non-contributory with other coverages or self-insurance maintained by the City. Insurance coverages specified are the minimum requirements and do not lessen or limit the liability of the Grantee who shall maintain, at its own expense, any additional kinds or amounts of insurance that it deems necessary to cover its obligations and liabilities under this License Agreement.

(i) Grantee shall conduct the License Activity only Monday through Saturday, between the hours of 6:00 a.m. and 7:00 p.m. Mountain Time, unless otherwise restricted by law.

## 6. **Indemnification.**

(a) **General Indemnity.** Grantee covenants and agrees, at its expense, to release, pay, indemnify, defend and hold harmless the Trust and its officers agents, employees, engineers and attorneys and the City and its City Council, officers, agents, employees, engineers and attorneys (collectively, the "Indemnified Parties" or singularly, each an "Indemnified Party") of, from and against, any and all claims, damages, demands, expenses (including reasonable attorneys' fees and court costs) and liabilities resulting directly or indirectly from Grantee's Project, Grantee's use of the Temporary License Areas and any License Activities, unless such claims, damages, demands,

expenses, or liabilities arise solely by reason of the negligent act or omission of the City or other Indemnified Party.

(b) Environmental Indemnity. Grantee hereby agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all Environmental Liabilities, whenever and by whomever asserted. As used in this Section, “Environmental Liabilities” shall mean any obligations or liabilities (including, without limitation, any claims, demands, actions, suits enforcement actions, judgments, orders, writs, decrees, permits or injunctions imposed by any court, administrative agency, tribunal or otherwise, or other assertions of obligations and liabilities) that are:

(i) related to protection of the environment or human health or safety and involving the Project or the License Activities or the use of the Temporary License Areas (including, but not limited to, on-site or off-site contamination by pollutants, whether known or unknown, and occupational safety and health); and

(ii) involving the Project, the License Activities or the use of the Temporary License Areas and arising out of, based upon or related to (x) environmental protection laws, or (y) any judgment, order, writ, decree, permit or injunction imposed by any court, administrative agency, tribunal or otherwise.

The term “Environmental Liabilities” shall include, but not be limited to: (i) fines, penalties, judgments, awards, settlements, losses, damages (including foreseeable and unforeseeable consequential damages), costs, fees (including reasonable attorneys’ and consultants’ fees), expenses and disbursements; (ii) defense and other responses to any administrative or judicial action (including claims, notice letters, complaints, and other assertions of liability); and (iii) financial responsibility for (x) cleanup costs and injunctive relief, including any corrective action, removal, remedial or other response actions, and natural resources damages, (y) any other compliance or remedial measures, and (z) bodily injury, medical monitoring, wrongful death, and property damage.

The terms “removal”, “remedial” and “response” shall include, without limitation, the types of activities covered by CERCLA, as amended, and whether the activities are those which might be taken by a government entity or those which a government entity might seek to require of waste generators, storers, treaters, owners, operators, transporters, disposers or other persons under “removal”, “remedial”, or other “response” actions.

(c) The indemnities set forth in this Section shall survive expiration or termination of this License Agreement and expiration or termination of the Temporary License granted herein.

## 7. Default.

(a) Except as provided in Section 3 of this License Agreement, if Grantee hereto breaches any provision of this License Agreement and fails to cure such breach within 10 business days after written notice thereof, Grantor shall be entitled to any and all remedies, legal or equitable, which may be available including, without limitation, specific performance and termination of this License Agreement. All such remedies, including those set forth in this License Agreement, shall be cumulative.

(b) If Grantor breaches any provision of this License Agreement and fails to cure such breach within 30 days after written notice thereof, Grantee shall only be entitled to specific performance or injunctive relief against Grantor. Grantee hereby waives all other rights and remedies, legal or equitable, including damages, against Grantor.

8. **General Provisions.**

(a) **Recordation.** This License Agreement shall be recorded against the Temporary License Areas in the official records of the City and County of Denver Clerk and Recorder (the "Official Records"). When this License Agreement expires or terminates in accordance with its terms herein, upon the request of Grantee, the Manager of Public Works shall confirm the expiration or termination of the License Agreement by executing a Notice of Termination and recording the same in the Official Records, which notice shall substantially be in the form attached hereto as **Exhibit C** (the "Notice of Termination"). Except as may be extended in accordance with this License Agreement, regardless of whether the Notice of Termination is recorded, this License Agreement shall automatically terminate on December 31, 2015.

(b) **Not Exclusive.** With respect to the Temporary Closure License Area, Grantor reserves the right to grant such other licenses, easements, rights or privileges across, on or pertaining to the Temporary Closure License Area and other property owned by the Grantor, excluding the Construction Staging License Area, to such persons and for such purposes as Grantor may, in its sole discretion, select, which does not interfere with Grantee's use of the Temporary License Areas.

(c) **Successors and Assigns.** This License Agreement shall be binding on, and inure to the benefit of, Grantor's and Grantee's respective successors and assigns. Grantor expressly acknowledges that Grantee may pledge all or a portion of its rights under this License Agreement to any lender who finances any portion of the Project, without prior written consent but only upon notice to the Manager of Public Works and Director of the Division of Real Estate. Any assignment of this License Agreement shall only be with the prior written consent of the Manager of Public Works and Director of the Division of Real Estate. Notwithstanding the above, to the extent such assignment is to an entity affiliated with Grantee, notice shall be provided to the Manager of Public Works and Director of the Division of Real Estate and prior written consent shall not be required.

(d) **Section Headings.** The Section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this License Agreement.

(e) **Usage of Terms.** When the context in which words are used herein indicates that such is the intent, words in the singular number shall include the plural and vice versa. All pronouns and any variations thereof shall be deemed to refer to all genders.

(f) **No Rights in Public.** Nothing contained herein is intended to dedicate, grant, or reserve to the general public or the public at large or for any public purpose whatsoever, or to permit any member of the general public to acquire any right, by adverse possession, prescription, grant, dedication or otherwise, to possess, use or occupy the Temporary License Areas, or any portion thereof, said grant, dedication, reservation, or prescriptive rights being expressly denied.

(g) **Severability.** Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision

herein and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but the provision of this License Agreement affected shall be limited only to the extent necessary to bring it within the requirements of such statute, law, ordinance or regulation.

(h) Counterparts. This License Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

(i) Governing Law. The terms and provisions of this License Agreement, and the interpretation and enforcement thereof, shall be governed by the laws of the State of Colorado and the laws, rules and regulations of the City and County of Denver, to which all Parties hereto consent to venue and jurisdiction.

(j) Waiver. No term or condition of this License Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

(k) Amendment. This License Agreement may not be amended except by a written instrument signed by Grantor and Grantee. City Council approval of an amendment is required so long as the City owns the Temporary License Areas.

(l) Entire Agreement. This License Agreement, together with the exhibits attached hereto, contains the entire agreement of the Parties hereto with respect to the subject matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the Parties hereto.

(m) Notices. All notices, consents, requests or other communications (any of the foregoing, a “Notice”) given hereunder shall be in writing sent by electronic email, followed by a hard copy via hand delivery or reputable overnight courier addressed to the party to be so notified at its address set forth below, or to such other address as such party may hereafter specify in accordance with the provisions of this Section 7(o). Any Notice shall be deemed to have been received: (a) on the date of delivery by hand, if delivered during business hours on a business day (otherwise on the next business day), or (b) on the next business day, if sent by an overnight commercial courier, in each case addressed to the following parties:

Grantor: Mayor  
City and County of Denver  
1437 Bannock, Rm. 350  
Denver, Colorado 80202

With a copy to: Manager of Public Works  
201 W. Colfax Avenue, Dept. 608  
Denver, Colorado 80202

Director of the Division of Real Estate  
201 W. Colfax Avenue, Dept. 1012  
Denver, Colorado 80202

With a copy to: Denver City Attorney  
201 W. Colfax Avenue, Dept. 1207  
Denver, Colorado 80202  
Attention: Karen Avilés

Grantee: CPX Broadway Developers, LLC  
c/o Corporex Colorado, LLC  
188 Inverness Drive West, Suite 120  
Englewood, CO 80112  
Attention: Mark Witkiewicz

With a copy to: Brownstein Hyatt Farber Schreck, LLP  
410 – 17<sup>th</sup> Street, 22<sup>nd</sup> Floor  
Denver, Colorado 80202  
Attention: Bruce A. James, Esq.

(n) Authority to Execute. Each person executing this License Agreement represents that it is duly authorized to execute this License Agreement by the Party on whose behalf it is so executing.

(o) Disclaimer of Joint Venture. This License Agreement is not intended to create a joint venture, partnership or agency relationship between Grantor and Grantee, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

(p) Survival. All terms, covenants, releases, and indemnities which are intended to survive termination or expiration of this License Agreement shall survive such termination or expiration. Under no circumstances, however, shall the Temporary License granted to Grantee pursuant to this License Agreement survive any such termination or expiration.

(q) Construction. The Parties hereto have participated jointly in the negotiation and drafting of this License Agreement. In the event an ambiguity or question of intent or interpretation arises, this License Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this License Agreement.

(r) Nonliability of City Officials and Employees. No council member, official, officer, employee, agent or consultant of the City shall be personally liable in the event of a breach or default by the City or for any amount that may become due under the terms of this License Agreement.

(s) Incorporation of Exhibits. All exhibits attached to this License Agreement are incorporated into and made a part of this License Agreement.

(t) Right to Inspect Books. In addition to all rights the City has under C.R.S. 24-72-201, Grantee agrees that the City, the City's Auditor and any authorized representative of the City shall have the right, at all reasonable times and after reasonable notice, to examine all books and records with respect to this License Agreement.



(u) No Third Party Beneficiaries. Grantor and Grantee intend that this License Agreement shall create no third party beneficiary interests. Grantor and Grantee are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation constituting a different interest, and, in any event, expressly disclaim any such acts or actions.

(v) Venue. Venue shall be exclusively to the District Court in and for the City and County of Denver.

(w) Nondiscrimination. In connection with the performance of work under this License Agreement, Grantee 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 and mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder.

(x) As-Is, Where-Is License. The City makes no representation or warranty of any kind with respect to the condition of the Temporary License Areas. Grantee accepts the Temporary License Areas in their "AS-IS" condition, WITH ALL FAULTS AND AT GRANTEE'S OWN RISK, without any warranty, express or implied, including without limitation, any warranty of merchantability, liability, or fitness for a particular purpose, all such warranties being hereby expressly disclaimed.

(y) Counterparts, Electronic Signatures and Electronic Records. This License Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same documents. Facsimile signatures shall be accepted as originals. The parties consent to the use of electronic signatures by the City. This Agreement and any other documents requiring a signature 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 this 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 this Agreement in the form of an electronic record, a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

(z) Appropriation. Any obligations of Grantor hereunder are subject to the prior appropriation of monies expressly made by the Denver City Council for such purposes and paid into the Treasury of the Grantor.

*[signature page follows]*

IN WITNESS WHEREOF, Grantor and Grantee have executed this License Agreement as of \_\_\_\_\_, 2013.

ATTEST:

CITY AND COUNTY OF DENVER, a  
Colorado municipal corporation

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

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

Denver City Attorney, Attorney for the  
City and County of Denver

REGISTERED AND COUNTERSIGNED

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Manager of Finance

By: \_\_\_\_\_  
Auditor

**“GRANTOR”**



## EXHIBIT A-1

### Construction Staging License Area Legal Description

A parcel of land located in Block 43, Subdivision of Blocks 43, 44, 45, 46, 57, 58, 59, and 60 in Evans Addition to Denver, said plat originally recorded in Plat Book 1 at Page 4 in the Records of Arapahoe County, and located in the Northwest 1/4 of Section 3, Township 4 South, Range 68 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the northeast corner of Tract B, Broadway Parcel;

Thence, N73° 00' 00"W a distance of 89.11 feet;

Thence, S17° 00' 00"W a distance of 14.50 feet;

Thence, N72° 59' 44"W a distance of 74.56 feet;

Thence, N47° 37' 20"E a distance of 1.91 feet;

Thence, N17° 00' 16"E a distance of 25.36 feet;

Thence, S72° 59' 44"E a distance of 53.58 feet;

Thence, N17° 00' 16"E a distance of 8.19 feet;

Thence, S73° 00' 00"E a distance of 55.48 feet;

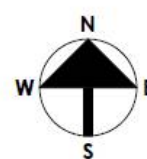
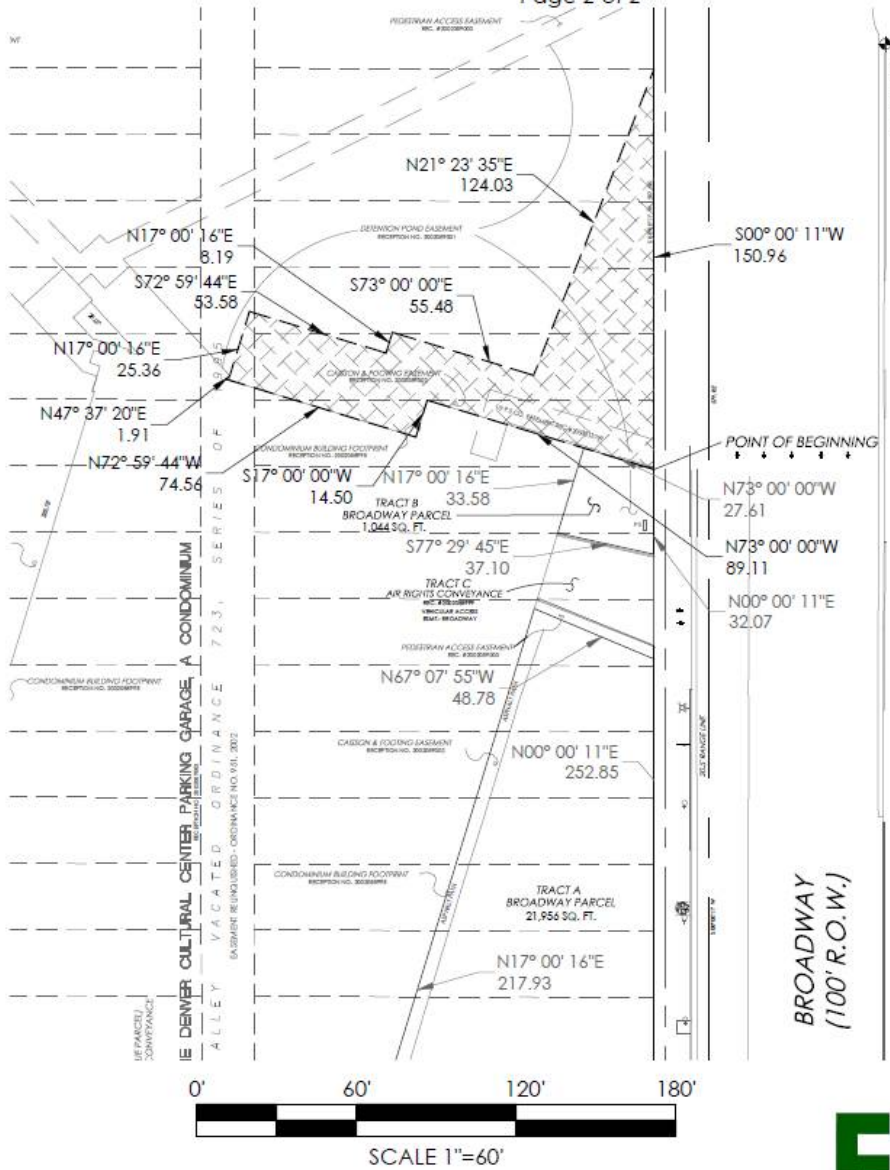
Thence, N21° 23' 35"W a distance of 124.03 feet;

Thence, S00° 00' 11"W and along the west R.O.W. Line of Broadway a distance of 150.96 feet to the Point of Beginning;

Basis of Bearing is the east line of Tract A Broadway Parcel, Tract B Broadway Parcel, and the west R.O.W. Line of Broadway. Said bearing is N00° 00' 11"E.

Located in NW 1/4 Section 3, Township 4 South,  
Range 68 West of the 6th P.M.,  
City & County of Denver, State of Colorado

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**Legend:**

	Prop. Temporary Closure, Staging, Storage Easement
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Date: 6/25/13  
Job No. CE13-040

**EVstudio**  
civil engineering

Evergreen | Denver | Copperas Cove  
1117 Cherokee St., Ste. 306 | Denver | CO | 80204  
p: 303.670.7242 | e: civil@evstudio.com  
w: evstudio.com | blog: evstudio.info

Exhibit A-1

## EXHIBIT A-2

### Temporary Closure License Area Legal Description

A parcel of land located in Block 43, Subdivision of Blocks 43, 44, 45, 46, 57, 58, 59, and 60 in Evans Addition to Denver, said plat originally recorded in Plat Book 1 at Page 4 in the Records of Arapahoe County, and located in the Northwest  $\frac{1}{4}$  of Section 3, Township 4 South, Range 68 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Reception No. 2002088999:

Commencing at the southeast corner of Tract B, Broadway Parcel;

Thence, continuing S00° 00' 11"W along the east line of said Block 43 a distance of 34.61 feet;

Thence, N67° 17' 15"W a distance of 47.34 feet;

Thence, N17° 00' 16"E a distance of 25.48 feet;

Thence, S77° 29' 45"E a distance of 37.10 feet to the Point of Beginning

Reception No. 2002089000:

Commencing at the southeast corner of Tract C;

Thence, N67° 07' 55"W a distance of 48.78 feet;

Thence, N17° 00' 16"E a distance of 4.36 feet;

Thence, S67° 17' 15"E a distance of 47.34 feet;

Thence, continuing S00° 00' 11"W along the east line of said Block 43 a distance of 4.85 feet to the Point of Beginning

Reception No. 2002089000:

Commencing at the southwest corner of Tract A;

Thence, N89° 50' 59"W along said south line a distance of 6.00 feet;

Thence, N00° 00' 00"E a distance of 45.61 feet;

Thence, N73° 00' 00"W a distance of 6.69 feet;

Thence, N17° 00' 16"E a distance of 16.17 feet;

Thence, S73° 00' 00"E a distance of 9.82 feet;

Thence, S17° 00' 00"W a distance of 5.91 feet;

Thence, S00° 00' 00"E a distance of 54.53 feet to the Point of Beginning

Basis of Bearing is the east line of Tract A Broadway Parcel, Tract B Broadway Parcel, and the west R.O.W. Line of Broadway. Said bearing is N00° 00' 11"E.

Prepared By:

**EVstudio Civil Engineering, LLC**

Karl W. Franklin, PE-PLS-EXW

Colorado PLS 37969

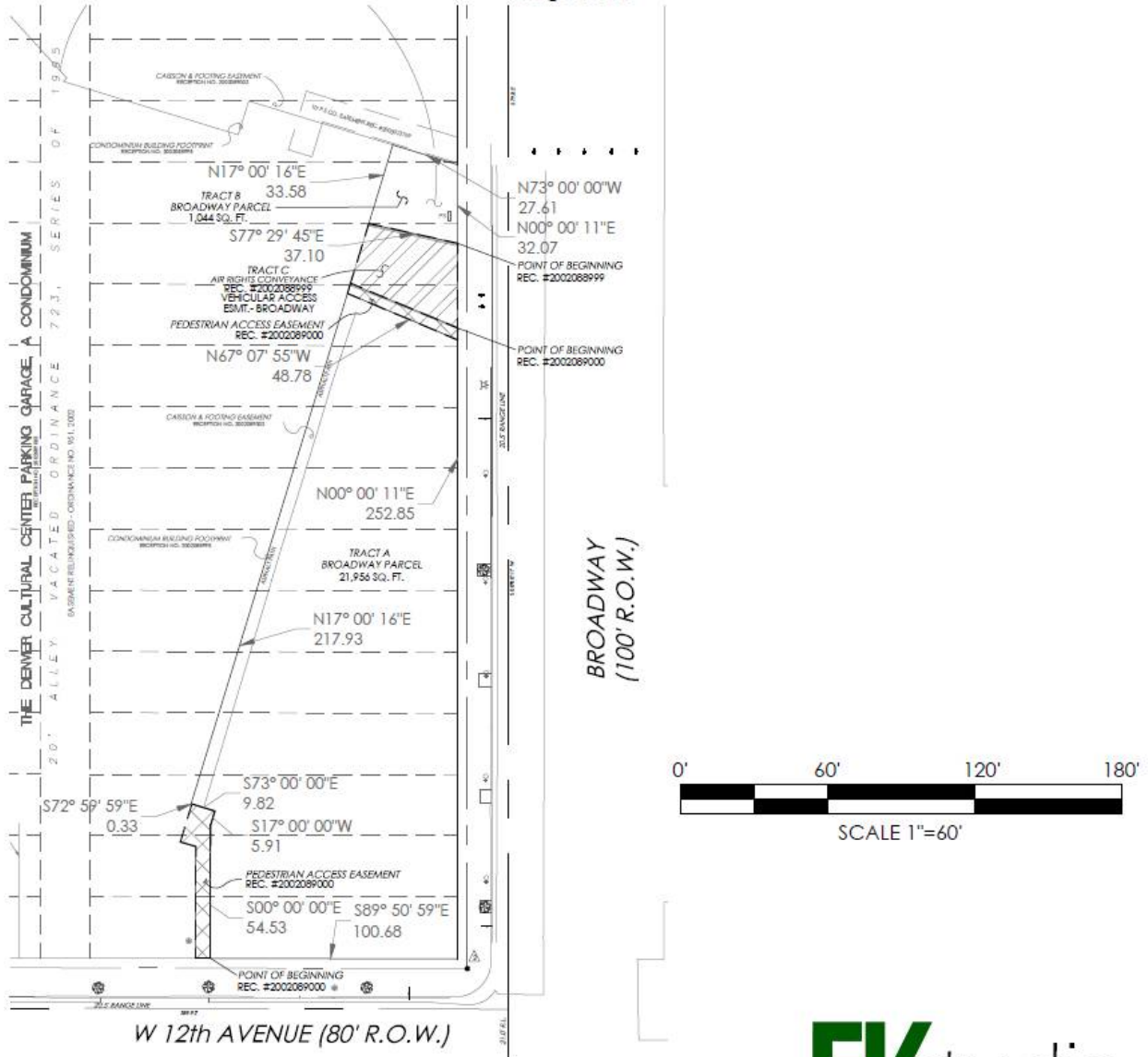
Date: 6/25/13

Job No. CE13-040



Located in NW 1/4 Section 3, Township 4 South,  
 Range 68 West of the 6th P.M.,  
 City & County of Denver, State of Colorado

Page 2 of 2



Date: 6/25/13  
 Job No. CE13-040

**Legend:**

- Prop. Temporary Pedestrian Closure Easement
- Prop. Temporary Vehicular Closure Easement

**EVstudio**  
 civil engineering

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 p: 303.670.7242 | e: civil@evstudio.com  
 w: evstudio.com | blog: evstudio.info

**EXHIBIT B**

Legal Description of Benefited Property

**TRACT A:**

A PARCEL OF LAND BEING A PORTION OF BLOCK 43, SUBDIVISION OF BLOCKS 43, 44, 45, 46, 57, 58, 59 AND 60 IN EVANS ADDITION TO DENVER, SAID PLAT ORIGINALLY RECORDED IN PLAT BOOK 1 AT PAGE 4 IN THE RECORDS OF ARAPAHOE COUNTY, AND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 43;

THENCE SOUTH 89 DEGREES 50 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 43 A DISTANCE OF 219.26 FEET TO THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF THE PEDESTRIAN ACCESS EASEMENT, DESCRIBED IN RECEPTION NO. 2002089000;

THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID PEDESTRIAN ACCESS EASEMENT THE FOLLOWING THREE (3) COURSES:

(1) NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 54.53 FEET;

(2) NORTH 17 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 5.91 FEET;

(3) NORTH 73 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 9.82 FEET TO THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN RECEPTION NO. 2002088998;

THENCE ALONG THE EASTERLY LINE OF SAID PROPERTY NORTH 72 DEGREES 59 MINUTES 44 SECONDS WEST A DISTANCE OF 0.33 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 17 DEGREES 00 MINUTES 16 SECONDS EAST A DISTANCE OF 217.93 FEET TO THE SOUTHWESTERLY CORNER OF THE PEDESTRIAN ACCESS EASEMENT, DESCRIBED IN RECEPTION NO. 2002089000;

THENCE ALONG THE SOUTHERLY LINE OF SAID EASEMENT SOUTH 67 DEGREES 07 MINUTES 55 SECONDS EAST A DISTANCE OF 48.78 FEET TO THE EAST LINE OF SAID BLOCK 43;

THENCE SOUTH 00 DEGREES 00 MINUTES 11 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 252.85 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 43;

THENCE NORTH 89 DEGREES 50 MINUTES 59 SECONDS WEST ALONG SAID SOUTH LINE OF BLOCK 43 A DISTANCE OF 100.68 FEET TO THE POINT OF BEGINNING.

**TRACT B:**

A PARCEL OF LAND BEING A PORTION OF BLOCK 43, SUBDIVISION OF BLOCKS 43, 44, 45, 46, 57, 58, 59 AND 60 IN EVANS ADDITION TO DENVER, SAID PLAT ORIGINALLY RECORDED IN



PLAT BOOK 1 AT PAGE 4 IN THE RECORDS OF ARAPAHOE COUNTY, AND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 43;

THENCE SOUTH 89 DEGREES 50 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 43 A DISTANCE OF 319.94 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 43;

THENCE NORTH 00 DEGREES 00 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 43 A DISTANCE OF 292.31 FEET TO THE POINT OF BEGINNING AT THE NORTHEASTERLY CORNER OF THE VEHICULAR ACCESS EASEMENT, DESCRIBED IN RECEPTION NO. 2002088999;

THENCE NORTH 77 DEGREES 29 MINUTES 45 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID EASEMENT A DISTANCE OF 37.10 FEET TO THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN RECEPTION NO. 2002088998;

THENCE NORTH 17 DEGREES 00 MINUTES 16 SECONDS EAST ALONG SAID EASTERLY LINE A DISTANCE OF 33.58 FEET TO THE NORTHEASTERLY CORNER THEREOF;

THENCE SOUTH 73 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 27.61 FEET TO SAID EAST LINE OF BLOCK 43;

THENCE SOUTH 00 DEGREES 00 MINUTES 11 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 32.07 FEET TO THE POINT OF BEGINNING.

**TRACT C (BROADWAY PARCEL-AIR RIGHTS):**

A PARCEL OF LAND SITUATED IN BLOCK 43, SUBDIVISION OF BLOCKS 43, 44, 45, 46, 57, 58, 59 AND 60 IN EVANS ADDITION TO DENVER, SAID PLAT ORIGINALLY RECORDED IN PLAT BOOK 1 AT PAGE 4 IN THE RECORDS OF ARAPAHOE COUNTY, AND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, THE POSITION OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN ELEVATION OF 5254.50 FEET AND EXTENDS VERTICALLY TO THE EXTENT OF THE BUILDING AND ITS APPURTENANCES;

THE HORIZONTAL ALIGNMENT COMMENCES AT THE SOUTHEAST CORNER OF SAID BLOCK 43;

THENCE NORTH 00 DEGREES 00 MINUTES 11 SECONDS EAST AND ALONG THE EAST LINE OF SAID BLOCK 43 A DISTANCE OF 252.85 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 67 DEGREES 07 MINUTES 55 SECONDS WEST A DISTANCE OF 48.78 FEET;

THENCE NORTH 17 DEGREES 00 MINUTES 16 SECONDS EAST A DISTANCE OF 29.84 FEET;

THENCE SOUTH 77 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 37.10 FEET TO SAID EAST LINE OF BLOCK 43;

THENCE SOUTH 00 DEGREES 00 MINUTES 11 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 39.46 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS IS THE WEST LINE OF SAID BLOCK 43 BEARING SOUTH 00 DEGREES 01 MINUTES 40 SECONDS EAST, AS PRESENTLY MONUMENTED BY A NAIL WITH BRASS DISK, PLS 27601, AT THE NORTH AND SOUTH ENDPOINTS.

FOR THE PURPOSE OF THIS LEGAL DESCRIPTION, THE TOP OF THE GROUND LEVEL CONCRETE FLOOR IN THE PARKING GARAGE IS ASSUMED TO BE AT AN ELEVATION OF 5243.00 FEET.

**EXHIBIT C**

**FORM OF NOTICE OF TERMINATION**

When recorded, return to:

[\_\_\_\_\_]

**NOTICE OF TERMINATION OF LICENSE AGREEMENT**

1. That certain Temporary Construction License Agreement for Air Rights, Construction Staging and Temporary Closures dated \_\_\_\_\_, 2013, was recorded in the real property records of the City and County of Denver, Colorado, on \_\_\_\_\_, 2013, at Reception No. \_\_\_\_\_, (the "License Agreement"); and,

2. The License Agreement has expired or been terminated and the easements and rights set forth therein have terminated. The License Agreement is of no further force or effect.

3. This Notice is intended to provide record public notice of such termination of the easements and rights set forth therein.

CITY AND COUNTY OF DENVER, a  
Colorado municipal corporation

By: \_\_\_\_\_  
Manager of Public Works

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ as the Manager of Public Works of the City and County of Denver.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public