

PURCHASE AND SALE AGREEMENT

Platte to Park Hill Stormwater Systems Project

(Parcel #: 57 - Property Address: 3857 Steele – Parcel ID #: 163132769

Parcel #: 58 - Property Address: 3863 Steele – Parcel ID #: 163132777

Parcel #: 59 - Property Address: 3869 Steele – Parcel ID #: 163132785

Parcel #: 60 - Property Address: 3875 Steele – Parcel ID #: 163132793

Parcel #: 61 - Property Address: 3881 Steele – Parcel ID #: 163132807

Parcel #: 65 - Property Address: 3897 Steele – Parcel ID #: 163132840)

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) made and entered into as of the Effective Date, 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 80202 (the “City”), and **East 38th Avenue Properties, LLC**, whose address is 2660 Walnut Street, Denver, Colorado 80205 (“Seller”). City and Seller are collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

A. Seller owns certain real Property (as defined in Section 1 below) in the City and County of Denver, State of Colorado; and

B. Subject to the terms of this Agreement, Seller agrees to sell and the City agrees to purchase the Property for the use of the Platte to Park Hill Stormwater Systems Project (“Project”), and other related improvements and appurtenances; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. SUBJECT PROPERTY. Subject to the terms of this Agreement, the City shall purchase and the Seller shall sell the real property interests generally located at a portion of 3857 Steele Street, 3863 Steele Street, 3869 Steele Street, 3875 Steele Street, 3881 Steele Street and 3897 Steele Street, more particularly described in **Exhibit 1**, attached hereto and incorporated herein by reference, together with Seller’s interest, if any, in: (i) all easements, rights of way and vacated roads, streets and alleys appurtenant to the property described in Exhibit 1; and (ii) a Temporary Construction Easement (“TCE”) as more particularly described in **Exhibit 2** attached hereto and incorporated herein (collectively “**Property**”). A demonstrative drawing of the Property is attached as **Exhibit 1** and **Exhibit 2** for reference purposes only.

2. PURCHASE PRICE. The total purchase price for the Property to be paid by the City at Closing (as defined in this Agreement as just compensation is **NINE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED FORTY DOLLARS AND 00/100 CENTS (\$983,340.00)** (“**Purchase Price**”), which shall be paid in good funds which comply with all applicable Colorado laws, including cash, certified check, cashier’s check or electronic wire transfer. Purchase Price is allocated as follows:

(a) Parcels 57-61: \$772,290.00 for property taken (approx. 25,743 SQ. FT. @ \$30 / SQ. FT.)

(b) Parcels 57-61: \$50.00 for the TCEs (5 TCEs @ \$10 / TCE)

(c) Parcel 65: \$210,990.00 for Property taken (7033 SQ. FT. at \$30/SQ. FT.)

(d) Parcel 65: \$10.00 Flat Fee for the TCE (4395 SQ. FT.)

3. ENVIRONMENTAL CONDITION.

a. Environmental Information. By the timeframe set forth in Section 7(a), Seller shall provide to the City copies of all third-party environmental reports in Seller's possession that relate to any environmental contamination (including asbestos-contaminated soils) or the presence of any hazardous substances or toxic substances on, under, or about the Property. If Seller acquires any actual knowledge of any additional information regarding environmental contamination, Seller has the ongoing duty to provide such information to the City up to the time of Closing, and will do so within five (5) days of the receipt of such additional information. For purposes of this Agreement: "hazardous substances" means all substances listed pursuant to regulation and promulgated under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C., § 9601 *et seq.*, or applicable state law, and any other applicable federal or state laws now in force or hereafter enacted relating to hazardous waste disposal; provided, however, that the term hazardous substance also includes "hazardous waste" and "petroleum" as defined in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.* §6991(1). The term "toxic substances" means and includes any materials present on the Property that are subject to regulation under the Toxic Substance Control Act ("TSCA"), 15 U. S. C. § 2601 *et seq.*, applicable state law, or any other applicable federal or state law now in force or later enacted relating to toxic substances. The term "toxic substances" includes, but is not limited to, asbestos, polychlorinated biphenyls (PCB's), and lead-based paints.

b. Environmental Review. City, at its sole option and expense, may conduct or cause to be conducted environmental audits and perform other environmental tests on the Property to identify any existing or potential environmental problems located in, on, or under the Property, including but not limited to, the presence of any hazardous waste, hazardous substances or toxic substances; provided however, that the following shall apply to any invasive environmental testing by the City: (1) the City shall give Seller three business days' prior notice before conducting such tests; (2) the City shall obtain all necessary governmental permits and approvals, if any; (3) and the City shall cause its contractors to defend, indemnify and hold harmless Seller with respect to any and all claims, damages, losses, liabilities, penalties, attorneys' fees, settlements, and costs, arising from or in any way related to such audits and tests. Seller shall have the right to be present at any Phase II Environmental Site Assessments or other testing, and shall have the right to take its own splits and samples. Subject to the foregoing, Seller hereby grants the City and any of its employees and consultants access to the Property to perform such audits and tests. All such investigations shall be at the sole cost and expense of City.

c. Notice of Unacceptable Environmental Conditions, Cure, City Election. By the deadline set forth in Section 7(b) of this Agreement, the City shall give notice to Seller of any unacceptable environmental condition relating to the Property. Seller may elect (in Seller's sole discretion), at Seller's sole cost and expense, to cure such unacceptable environmental conditions by the deadline set forth in Section 7(c) to the City's satisfaction. In the event Seller declines to cure the unacceptable environmental conditions or fails to respond to City's notice thereof by the

date set forth in Section 7(c) of this Agreement, the City, in its sole discretion, may elect to waive such unacceptable conditions and proceed to Closing by the deadline set forth in Section 7(d) of this Agreement or terminate this Agreement in accordance with Section 7(b) below, with no further obligation on the part of either Party except for those obligations that expressly survive termination of this Agreement.

4. INSPECTION/SURVEY. The City has the right to inspect the physical condition of the Property. Seller, at its sole cost and expense, shall provide to the City copies of any surveys of the Property in its possession or under its control in accordance with the delivery schedule set forth in the Section 7 (a) below. In addition, the City, at its sole cost and expense, shall have the right to either update any survey delivered to the City by Seller, or have its own survey completed. This right to inspect is in addition to the right of the City to obtain an environmental audit. The City shall cause its contractors to defend, indemnify and hold harmless Seller with respect to any and all claims, damages, losses, liabilities, penalties, attorneys' fees, settlements, and costs, arising from or in any way related to any such survey or inspection. The City shall give notice of any unacceptable physical or survey condition of the Property to Seller by the deadline set forth in Section 7(b). Seller may elect (in Seller's sole discretion) at Seller's sole cost and expense, to cure such unacceptable physical or survey condition by the deadline in Section 7(c) of this Agreement to the City's satisfaction. In the event Seller declines to cure the unacceptable physical or survey conditions or fails to respond to the City's notice thereof by the date set forth in Section 7 (c) of this Agreement, the City, at its sole discretion, may elect to waive such unacceptable physical or survey condition by the date set forth in Section 7(d) of this Agreement and proceed to Closing or terminate this Agreement in accordance with Section 7(b) below, with no further obligation on the part of either Party except for those obligations that expressly survive termination of this Agreement.

5. TITLE.

a. Title Review. The City has obtained a commitment for an owner's title insurance policy for the Property, including updates thereto, and all copies or abstracts of instruments or documents identified in the commitment ("Title Documents"). The City has the right to review the Title Documents. The City shall provide a copy of the Title Documents to Seller within seven (7) days of the Effective Date of this Agreement.

b. Matters Not Shown by the Public Records. By the deadline set forth in Section 7(a) of this Agreement, Seller shall deliver to the City complete and accurate copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property that are not included in the Title Documents and shall disclose, in writing, to the City all easements, licenses, right to use agreements, liens or other title matters not shown by the public records of which Seller has actual knowledge that are not included in the Title Documents.

c. Notice of Unacceptable Condition, Cure, and City Elections. The City shall give notice of any unacceptable condition of title to Seller by the deadline set forth in Section 7(b) of this Agreement. At Seller's sole cost and expense, Seller may cure such unacceptable conditions by the date in Section 7(c) of this Agreement to the City's satisfaction. In the event Seller declines to cure such unacceptable conditions or fails to respond to the City's notice thereof by the date in Section 7(c) of this Agreement, the City in its sole discretion and by the date set forth in Section 7(d) of this Agreement, may elect to waive such unacceptable conditions, take title to the Property

subject to such conditions, and proceed to Closing or terminate this Agreement in accordance with Section 7(b) below, with no further obligation on the part of either Party except for those obligations that expressly survive termination of this Agreement.

d. **Subsequently Discovered Defects.** At any time prior to Closing if any matter affecting title to the Property ("Defect") shall arise or be discovered by the City which is not set out in the Commitment or disclosed to the City by Seller prior to the expiration of the Due Diligence Period, the City shall have the right to object to such Defect by the delivery to Seller of notice of such Defect within five (5) days after the City discovers such Defect provided that, if such Defect is discovered within five (5) days prior to the Closing Date, the Closing shall be extended for such period as may be necessary to give effect to the provisions of this Section 5 (d). Upon receipt of notice of the City's objection to any such Defect, Seller shall have the right, but not the obligation, to cure such Defect to the satisfaction of the City and the Title Company for a period of five (5) days from the date of such notice. If such cure period extends beyond the Closing Date, the Closing Date shall be extended to three (3) days after the expiration of such cure period. If Seller cures the City's objection to the satisfaction of the City within such cure period, then the Closing shall occur on the original or postponed date of the Closing but otherwise upon the terms and provisions contained herein. If Seller has not cured such Defect to the satisfaction of the City and the Title Company, the City shall either (a) close on such original or postponed date (and the City shall thereby be deemed to have waived such objection); or (b) extend the Closing Date by written notice to Seller to allow such additional time as the parties may agree for Seller to cure the Defect; or (c) terminate this Agreement by giving notice to Seller before such original or postponed date, in which case the parties shall be released from all further obligations under this Agreement. If, in Seller's attempt to cure a Defect, other Defects not set out in the Commitment or Survey are discovered, such additional Defects shall be subject to the procedure set forth above.

6. CLOSING PRE-CONDITIONS.

a. Seller shall cooperate with the City, using commercially reasonable efforts, but at no expense to Seller (except for those items set forth in Section 12 below), to do all things reasonably necessary, including execute affidavits as necessary and provide adequate assurances necessary for removal of the standard exceptions for defects, liens, mechanic's liens, tax or assessment liens, encumbrances, encroachments, prescriptive easements, adverse claims, or similar matters, regarding such matters. Seller's aforementioned obligation to execute necessary affidavits and provide adequate assurances for the removal of the standard exceptions from title insurance to be issued is a condition precedent to the City's obligation to purchase the Property. If Seller does not provide the adequate assurances by the date in Section 7(d) of this Agreement, then the City may elect to waive the failure to provide the adequate assurances and proceed to Closing or terminate this Agreement in accordance with Section 7(b) below, with no further obligation on the part of either Party except for those obligations that expressly survive termination of this Agreement.

b. From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller: (a) shall operate and maintain the Property in the manner that it is currently being operated and maintained by Seller; (b) shall not enter into any new lease, lease modification, lease extension or other occupancy or use agreement without obtaining City's prior written consent, which consent may be withheld or delayed in City's sole and absolute discretion; and (c) shall not enter into any contracts or commitments that will survive the Closing other than a contract that is terminated on less than thirty (30) days' notice.

7. **TIMEFRAMES.**

a. **Seller's Disclosure.** Seller shall deliver any documents and make the disclosures required by this Agreement, including as required under Sections 3(a) and 5(b) of this Agreement, no later than 5 p.m. local time five (5) business days after the Effective Date.

b. **City's Objection Notice and Right to Terminate.**

- i. The City shall notify Seller in writing of any unacceptable environmental, physical, survey, title conditions and all other unacceptable matters under Sections 3(c), 4 and 5(c) of this Agreement, above, no later than 5 p.m. local time, sixty (60) days after the Effective Date ("**Due Diligence Period**").
- ii. The City may terminate this Agreement for any reason or no reason at all in the City's sole and absolute discretion by delivering written notice to Seller on or before the expiration of the Due Diligence Period.

c. **Seller's Cure.** Seller shall have until no later than 5 p.m. local time five (5) days from the date of City's objection notice to elect to cure all the unacceptable conditions set forth in any objection notice under Sections 3(c), 4, 5(c) and 7(b) of this Agreement.

d. **City's Election.** The City, by written notice to Seller, may elect to waive any uncured objections and proceed to Closing or to terminate this Agreement within five (5) business days of the deadline to cure established in Section 7(c) of this Agreement, above ("**City's Election Deadline**"). In the event the City terminates this Agreement, the parties shall be relieved of any further obligation under the Agreement. If the City does not provide Owner written notice of its election to waive any uncured objections or to terminate this Agreement on or before City's Election Deadline, then the City will be deemed to have terminated this Agreement.

e. **Deadlines.** In the event any date for a party's performance occurs on a Saturday, Sunday or national holiday, the date for such performance shall occur on the next regular business day following such weekend or national holiday.

8. **DATE OF CLOSING.** The date of closing will occur thirty (30) days after expiration of the Due Diligence Period, or on a date as otherwise agreed by the Parties in writing signed by the Director of the Division of Real Estate and the Seller ("**Closing Date**").

9. **CLOSING.** The Closing shall take place at the offices of the Title Company and shall be completed on or before 4:00 p.m. Mountain Standard Time on the Closing Date ("**Closing**"). Seller or the City may elect to close in escrow without attending the Closing.

a. **Obligations of Seller at Closing.** The following events shall occur at the Closing:

- i. Seller shall execute and deliver: a Special Warranty Deed in substantially the form set forth as **Exhibit 3** herein ("**Deed**") to the City at Closing conveying the Property free and clear of all taxes (other than real property taxes for 2018 and subsequent years) and

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subject to all uncured objections waived by the City pursuant to Section 7(d) and all other nonmonetary matters of record;

- ii. Seller shall execute and deliver a TCE in substantially the form set forth as **Exhibit 4** herein to the City at Closing.
- iii. Seller shall deliver such other instruments and documents as may be reasonably necessary or required to transfer title to the Property to City in the condition herein contemplated, including without limitation any affidavit or agreement required by the Title Company.

b. Obligations of City at Closing: The following events shall occur at Closing:

- i. City shall deliver or cause to be delivered to the Title Company good funds payable to the order of Seller in the amount of the Purchase Price.
- ii. Such delivery may be made pursuant to a closing instruction letter.

c. Closing Costs. Closing costs shall be as provided for in Section 13 below.

d. No Material Adverse Change. During the period from the date of Seller's execution of this Agreement to the Closing Date, there shall have been no material adverse change in the environmental condition of the Property, and the Property shall not have sustained any loss or damage which materially adversely affects its use.

10. **POSSESSION**. Possession of the Property shall be delivered to the City at Closing.

11. **REPRESENTATIONS AND WARRANTIES**.

a. Seller warrants and represents to Seller's actual knowledge and without the duty of inquiry that as of the Effective Date and at the time of conveyance:

- i. There are no other parties in possession and the City shall have possession as of Closing or as otherwise agreed to herein; and
- ii. There are no leasehold interests in the Property; and
- iii. There shall be no service agreements on the Property; and
- iv. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person affecting the Property; and
- v. There are no improvements, real or personal, on the Property not owned by the Seller and Seller is entitled to the Purchase Price allocable to such items as compensation for the same; and
- vi. There are no claims of possession not shown by record, as to any part of the Property.

By selling the Property, Seller does not transfer, nor is it released from, any liability for the cleanup, removal, or remediation of any hazardous or toxic substances from the Property or any liability, cost, or expense for the oversight, management, and removal of any asbestos (including asbestos-contaminated soils) or underground storage tank from the Property, to the extent such liability may exist under federal, state, or local law prior to Closing. THE CITY ACKNOWLEDGES THAT THE CITY IS PURCHASING THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT THE CITY IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER OR BY SELLER'S AGENTS WITH RESPECT TO THE PROPERTY.

b. Each Party hereto represents to the other Party that:

- i. It has the requisite power and authority to execute and deliver this Agreement and the related documents to which such Party is a signatory;
- ii. The execution and delivery of this Agreement by such Party has been duly authorized by all requisite action(s) and creates valid and binding obligations of such Party, enforceable in accordance with its terms subject to the effect of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing, the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors;
- iii. To the actual knowledge of (1) the Director of the Division of Real Estate for the City; and (2) Seller: neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental authority or conflict with, result in a breach of, or constitute a default under any contract, lease, license instrument or other arrangement to which such Party is bound;
- iv. It is authorized to execute this Agreement on behalf of its officers, directors, representatives, employees, subsidiaries, affiliates, members/shareholders, agents, trustees, beneficiaries, attorneys, insurers, successors, predecessors and assigns. Each person who signs this Agreement in a representative capacity represents that he or she is duly authorized to do so;
- v. It has not sold, assigned, granted or transferred to any other person, natural or corporate, any chose in action, demand or cause of action encompassed by this Agreement; and
- vi. IT IS FREELY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT UNCOERCED BY ANY OTHER PERSON AND THAT IT HAS READ THIS AGREEMENT AND HAS BEEN AFFORDED THE OPPORTUNITY TO OBTAIN THE ADVICE OF LEGAL COUNSEL OF ITS CHOICE WITH REGARD TO THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTANDS THE SAME.

12. **PAYMENT OF ENCUMBRANCES.** Seller is responsible for paying all monetary encumbrances, excluding real property taxes for calendar year 2018, at or before Closing from the proceeds of this transaction or from any other source.

13. **CLOSING COSTS, DOCUMENTS AND SERVICES.** The City shall pay for any title insurance policy to be issued on the Property for the benefit of the City and all fees for real estate closing services. The City and Seller shall sign and complete all customary or required documents at or before Closing, including the Deed. Any documents executed before Closing shall be held in escrow until all conditions of Closing are satisfied. The City's Director of Real Estate or his designee, shall sign all such closing documents, including, if necessary, an escrow agreement, on behalf of the City.

14. **PRORATIONS.** At or prior to Closing, Seller shall pay any and all taxes and special assessments accrued and owed on the Property for calendar year 2017 or prior. There shall be no proration at Closing of 2018 real property taxes or assessments; Seller shall be responsible for payment of 2018 real property taxes and assessments in 2019 pursuant to invoice from the County Assessor's office. The City shall not receive any credit at Closing on account of taxes or special assessments. At or before Closing, Seller shall pay all utility, water and sewer charges, and other items related to the Property prorated through the date of Closing

15. **TIME IS OF THE ESSENCE/REMEDIES.** Time is of the essence in this Agreement. All the agreements and representations set forth in this Agreement shall be binding upon and for the benefit of each Party's successors and assigns. If any payment due in accordance with this Agreement is not paid, honored or tendered when due, or if any other obligation under this Agreement is not performed or waived as provided in this Agreement, then there shall be the following remedies:

a. **If City Is In Default.** Seller may terminate this Agreement and the Parties shall thereafter be released from all obligations under this Agreement. Seller expressly waives the remedies of specific performance and damages, including delay damages and attorney fees, or both, or any other legal or equitable remedy; provided, however, that in the event the Agreement has not been terminated prior to the expiration of the timeframes set forth in Sections 7 (b) and 7 (d), and the City is in default, Seller shall be entitled, as its sole and exclusive remedy for a default by the City, to terminate the Agreement. Nothing herein waives, impairs, limits or modifies Seller's defenses or claims to just compensation should the City exercise its power and authority of condemnation.

b. **If Seller Is In Default.** The City may elect to (i) terminate this Agreement, in which case any things of value received by a Party under this Agreement shall be returned to the providing party, and the Parties shall thereafter be released from all obligations under this Agreement except for those obligations that expressly survive termination of this Agreement; or (ii) treat this Agreement as being in full force and effect and seek specific performance and attorney fees. Nothing herein waives, impairs, limits or modifies the City's power and authority of condemnation.

16. **TERMINATION.** If this Agreement is terminated, then all things of value received by a Party under this Agreement shall be returned to the providing party, the City shall provide to Seller copies of all environmental reports, surveys, inspection reports and any other documents or reports conducted or produced under Section 3(a), 4, or 5(c) under this Agreement, and, upon

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compliance with this Section 16, the Parties shall be relieved of all obligations under this Agreement.

17. **COOPERATION OF THE PARTIES.** In the event that any third party brings an action against a Party to this Agreement regarding the validity or operation of this Agreement, the other Party will reasonably cooperate in any such litigation. Any Party named in an action shall bear its own legal costs.

18. **NO BROKER'S FEES.** The City and Seller represent to each other that they have had no negotiations through or brokerage services performed by any broker or intermediary that would require Seller or the City to pay any commission or fees. Any arrangements that Seller has with a broker or other intermediary regarding the sale of the Property shall be solely at the cost of Seller.

19. **SEVERABILITY.** In the event that any provision of this Agreement would be held to be invalid, prohibited, or unenforceable in any jurisdiction for any reason unless narrowed by construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable in any jurisdiction for any reason. Such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition, or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

20. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance duties under the Agreement, the Seller 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, gender variance, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts relating to the Agreement.

21. **WHEN RIGHTS AND REMEDIES NOT WAIVED.** In no event shall any performance under this Agreement constitute or be construed to be a waiver by either Party of any breach of covenant or condition or of any default that may then exist. The rendering of any such performance when any breach or default exists in no way impairs or prejudices any right of remedy available with respect to the breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement may be deemed or taken to be a waiver or any other default or breach.

22. **SUBJECT TO LOCAL LAWS; VENUE.** This Agreement is subject to and is to be construed in accordance with the laws of the City and County of Denver and the State of Colorado, without regard to the principles of conflicts of law, including, but not limited to, all matters of formation, interpretation, construction, validity, performance, and enforcement. Venue for any action arising out of this Agreement will be exclusively in the District Court of the City and County of Denver, Colorado.

23. **NOTICES.** All notices provided for in this Agreement must be in writing and be personally delivered, sent via facsimile, electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, if to the Seller at the addresses or facsimile numbers listed below and if to the City at the addresses or facsimile numbers given below. Notices

delivered personally or sent electronically or by facsimile are effective when sent. Notices sent by certified or registered mail are effective upon receipt. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to City:

Jeff Steinberg
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
e-mail: jeffrey.steinberg@denvergov.org

and

Manager
Department of Public Works
201 West Colfax Avenue, Department 608
Denver, Colorado 80202

With copies of termination and similar notices to:

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

and

Denver City Attorney's Office
201 W. Colfax Ave. Dept. 1207
Denver, Colorado 80202

If to Seller:

East 38th Avenue Properties, LLC
2660 Walnut Street
Denver, Colorado 80205
Attn: Kenneth Wolf and Ari Stutz

With copies to:

Fritz L. Fisher
Fisher & Suhr, PC
1125 17th Street, Suite 710
Denver, Colorado 80202

24. RIGHT TO ALTER TIME FOR PERFORMANCE. The Parties may alter any time for performance set forth in this Agreement by a letter signed by the Director of the Division of Real Estate and an authorized representative of Seller.

25. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS. This Agreement is intended as the complete integration of all understandings between the Parties. No

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prior or contemporaneous addition, deletion or other amendment to this Agreement will have any force or effect whatsoever, unless embodied in writing in this Agreement. Except as expressly provided for in this Agreement, no subsequent novation, modification, renewal, addition, deletion, or other amendment to this Agreement shall have any force or effect unless embodied in a written amendatory or other agreement executed by both Parties.

26. **THIRD-PARTY BENEFICIARY.** It is the intent of the Parties that no third party beneficiary interest is created in this Agreement except for any assignment pursuant to this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives that would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

27. **APPROPRIATION BY CITY COUNCIL.** All obligations of the City under and pursuant to this Agreement 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.

28. **REASONABLENESS OF CONSENT OR APPROVAL.** Whenever under this Agreement “reasonableness” is the standard for the granting or denial of the consent or approval of either Party, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

29. **NO PERSONAL LIABILITY.** No elected official, director, officer, agent or employee of the City nor any director, officer, employee or personal representative of Seller shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

30. **CONFLICT OF INTEREST BY CITY OFFICER.** Seller represents that to the best of Seller’s information and belief no officer or employee of the City is either directly or indirectly a party to this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

31. **MERGER.** The terms of this Agreement survive Closing and do not merge into the Deed conveying the Property.

32. **CONSTRUCTION.** This Agreement may not be interpreted in favor of or against either Seller or the City merely because of their respective efforts in preparing it. The rule of strict construction against the drafter does not apply to this Agreement. This instrument is subject to the following rules of construction:

a. Specific gender references are to be read as the applicable masculine, feminine, or gender neutral pronoun.

b. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”

c. The words “Party” and “Parties” refer only to a named party to this Agreement.

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d. Unless otherwise specified, any reference to a law, statute, regulation, charter or code provision, or ordinance means that statute, regulation, charter or code provision, or ordinance as amended or supplemented from time to time and any corresponding provisions of successor statutes, regulations, charter or code provisions, or ordinances.

e. The recitals set forth in this Agreement are intended solely to describe the background of this Agreement and form no part of this Agreement. Headings and captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provisions hereof.

f. The representations, benefits and burdens are binding upon and inure to the benefit of each seller only to the extent such representations, benefits and burdens pertain to real property currently owned in fee by each such Seller, and each of Seller's personal representatives, successors, and assigns.

33. **ASSIGNMENT.** The City is not obligated or liable under this Agreement to any party other than Seller named in this Agreement. Seller understands and agrees that it may not assign any of its rights, benefits, obligations, or duties under this Agreement without the City's prior written approval.

34. **CITY EXECUTION OF AGREEMENT.** This Agreement is subject to, and will not become effective or binding on the City until full execution by all signatories of the City.

35. **COUNTERPARTS.** This Agreement and any subsequent amendments hereto may be executed in two (2) counterparts, each of which is an original and together constitute the same document. This Agreement may be executed by facsimile or electronically scanned signatures which shall be deemed an original

36. **EFFECTIVE DATE.** The effective date shall be the date the City delivers a fully executed copy of this Agreement to the Seller.

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Each Party consents to the use of electronic signatures by the other Party. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties 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, 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.

38. **NO RELIANCE.** The Parties expressly assume any and all risks that the facts and law that may be or become different from the facts and law as known to, or believed to be, by the Parties as of the date of this Agreement. In executing this Agreement, no Party has relied upon any information supplied by the other or by their attorneys, or upon any obligation or alleged obligation of the other Party to disclose information relevant to this Agreement other than the information specifically required to be disclosed by this Agreement.

39. ADDITIONAL COMPENSATION. City agrees to perform certain additional work along the boundary between the Property and Seller's additional land as part of the Project. The additional items, subject to any qualification included in each item, are as follows:

a. Subject to the approval of Xcel Energy which shall be obtained by Seller, City agrees to install a maximum of eight (8) underground electrical conduit sleeves as part of the Project. The location of the sleeves must be mutually approved no later than the date of submittal of ninety percent (90%) utility drawings for the Project.

b. City agrees to install up to a maximum of four (4) curb cuts along the southern line of the Property (northern edge of Seller's remaining land) provided that Seller designates the location of the curb cuts no later than the 90% submittal by the City's Design-Build Team for the Project.

c. As part of the Project, the City will request the Department of Public Works' acceptance of the general condition of the private storm sewer line that runs along the proposed 39th Avenue ("Private Storm Sewer Line"), and the Denver Department of Public Health & Environment ("DDPHE") approval of the environmental condition of the Private Storm Sewer Line, including, but not limited to sampling and inspection of the line. The Private Storm Sewer Line will either be abandoned in place or utilized by the City and made into a public storm line. Upon acceptance by the Department of Public Works and approval from DDPHE, Seller agrees to execute and deliver a bill of sale in favor of the City for that section of the Private Storm Sewer Line lying within a newly defined public right of way to the north of the Property. In the event the City utilizes the Private Storm Sewer Line, the City will be responsible for all future operation and maintenance of the Private Storm Sewer Line. In the event the Department of Public Works does not accept the general condition of the line or DDPHE does not approve the environmental condition of the line, the City shall install private service laterals directly into the greenway to satisfy the existing storm water runoff of the Property. Once installed, the private service laterals would be owned, operated and maintained by Seller. In the event the Private Storm Sewer Line is abandoned in place, the City will not require the removal of the pipe by Seller or other City required remedial action by Seller. Once installed, the private service laterals would be owned, operated and maintained by Seller. Unless the City elects, prior to expiration of the Due Diligence Period, to have Seller execute at Closing a bill of sale for the Private Storm Sewer Line, then the Private Storm Sewer Line will be deemed abandoned by Seller as of the closing Date and Seller shall have no further obligations or liabilities relating thereto.

d. The Seller is working on a plan to incorporate parking, sidewalk and landscaping and water quality into the overall design of 39th Avenue. The City hereby agrees to work in good faith with Seller on a mutually agreed upon design for such improvements no later than the 90% submittal by the City's Design-Build Team for the Project.

[Remainder of Page Intentionally Left Blank]

KW

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



EXHIBIT 1

(Legal Description of Property Parcels 57, 58, 59, 60, 61, and 65)

KW

Exhibit 1

PARCELS 57-61 - PROPERTY ACQUISITION

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PROPERTY DESCRIBED IN A DOCUMENT RECORDED MARCH 9, 2017 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER UNDER RECEPTION NUMBER 2017032593 LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 23 AND PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, CHEESMAN AND MOFFAT'S ADDITION TO THE CITY OF DENVER, WHICH POINT IS ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23, 47.94 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER AND WHICH POINT IS ALSO ON THE EAST LINE OF YORK STREET; THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST PARALLEL WITH AND 47.94 FEET WEST OF THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23 AND ALONG THE EAST LINE OF YORK STREET, A DISTANCE OF 595.17 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL AND THE **POINT OF BEGINNING**;

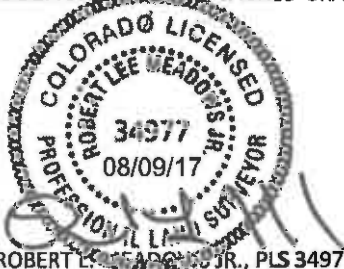
THENCE ALONG THE EXTERIOR OF SAID PARCEL DESCRIBED UNDER RECEPTION NUMBER 2017032593 THE FOLLOWING 4 COURSES;

1. THENCE CONTINUING NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST PARALLEL WITH AND 47.94 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER AND ALONG THE EAST LINE OF YORK STREET, A DISTANCE OF 66.01 FEET;
2. THENCE NORTH 89 DEGREES 57 MINUTES 20 SECONDS EAST, A DISTANCE OF 47.94 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER;
3. THENCE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 50.00 FEET;
4. THENCE NORTH 89 DEGREES 56 MINUTES 24 SECONDS EAST, A DISTANCE OF 1411.18 TO A POINT ON THE EAST LINE OF SAID PARCEL;

THENCE SOUTH 00 DEGREES 04 MINUTES 42 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 16.00 FEET TO A LINE 16.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL;

THENCE SOUTH 89 DEGREES 56 MINUTES 24 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1459.10 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE LEGAL DESCRIPTION YIELDS A CALCULATED AREA 25,743 SQUARE FEET (0.59098 ACRES) OF LAND MORE OR LESS AND IS DEPICTED IN THE ATTACHED GRAPHICAL EXHIBIT

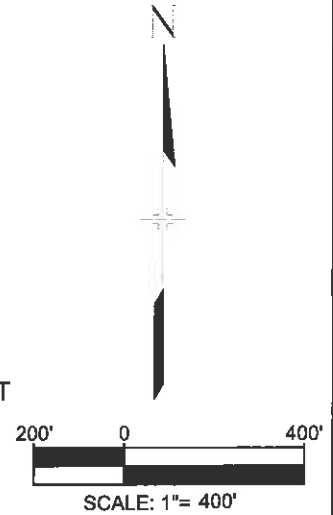


ROBERT L. MEADOWS JR., PLS 34977
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.
1601 BLAKE STREET, SUITE 200
DENVER, CO. 80202
PH. 303-572-0200

WEST 1/4 CORNER SECTION 24-3-68
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "PLS 23521"

N0°07'00"W 2645.26'
 SECTION LINE
 BASIS OF BEARINGS

SOUTHWEST 1/4 SECTION 24
 TOWNSHIP 3 SOUTH, RANGE 68 WEST



40TH AVENUE

ASSESSOR'S SCHEDULE 0224300007	ASSESSOR'S SCHEDULE 0224300059	ASSESSOR'S SCHEDULE 0224300013	ASSESSOR'S SCHEDULE 0224300015
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FORMER CHICAGO BURLINGTON & QUINCY RAILROAD

YORK STREET (80' WIDE)

STEELE STREET (VARIABLE WIDTH)

PARCEL B1	PARCEL B2	PARCEL B3	PARCEL B4	PARCEL B5	PARCEL B6	PARCEL B7	PARCEL B8	PARCEL B9
	PARCEL B15	PARCEL B14	PARCEL B13	PARCEL B12	PARCEL B11	PARCEL B10		

S.W. CORNER SECTION 24-3-68
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "LS 13154 1.0 W.C."

POINT OF COMMENCEMENT
 N.W. CORNER LOT 1, BLOCK 1
 CHEESMAN AND MOFFATS ADDITION

KW

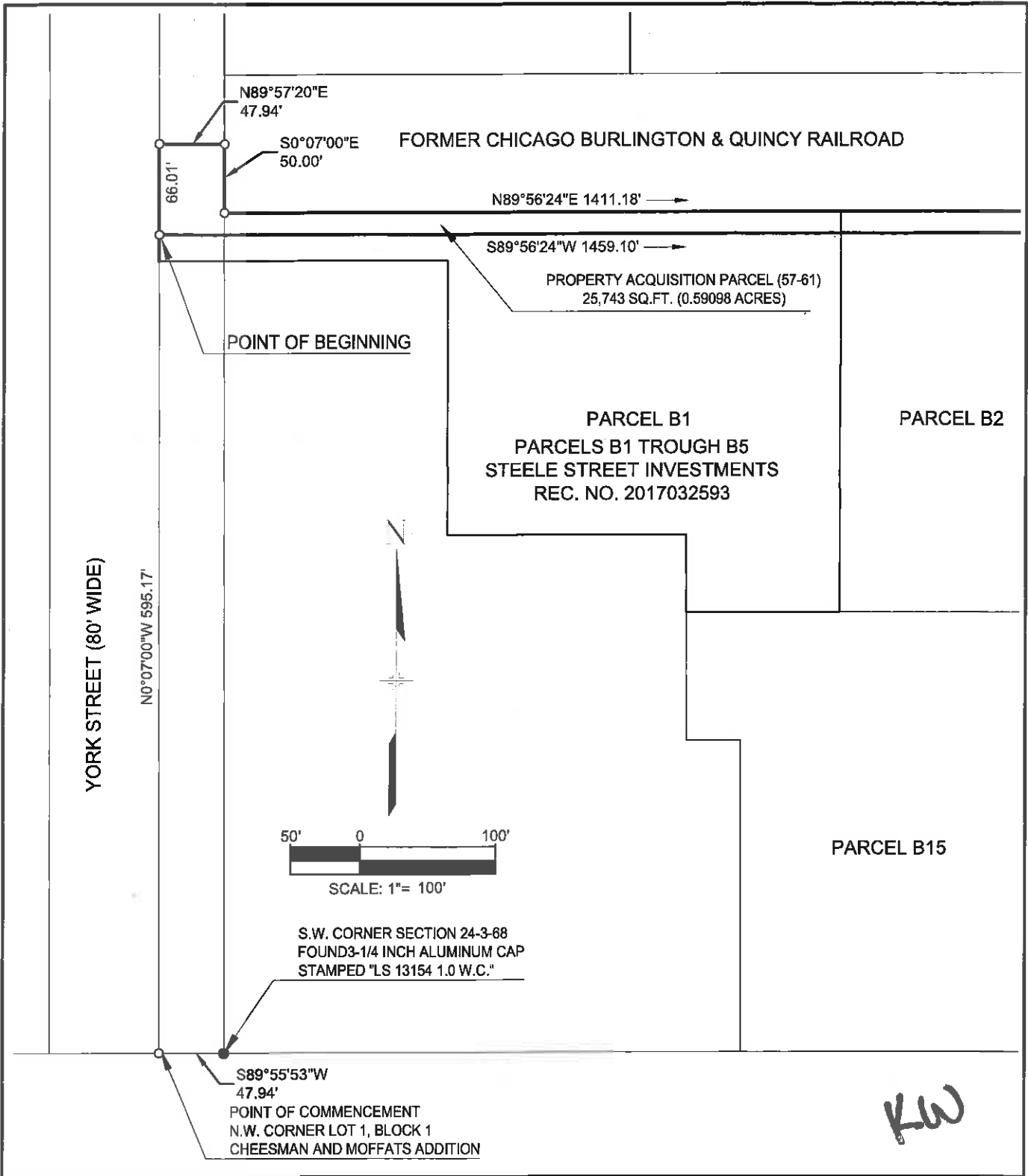


1601 Blake Street, Suite 200
 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

STEELE STREET INVESTMENTS
 LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM	DATE: JULY 26, 2017 JN: 17.108.043	2 OF 5
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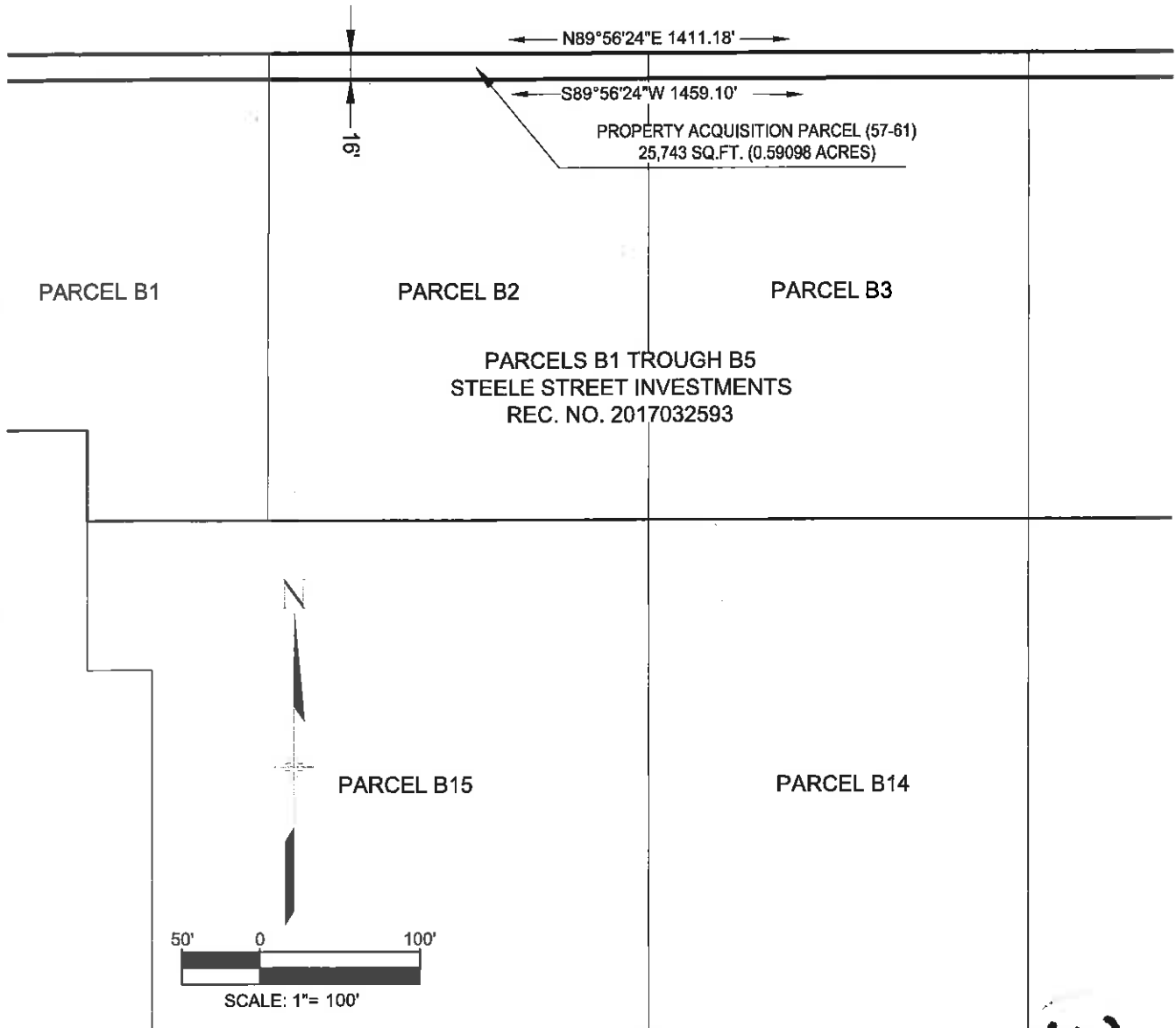
1601 Blake Street, Suite 200
 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

**STEELE STREET INVESTMENTS
 LEGAL DESCRIPTION**

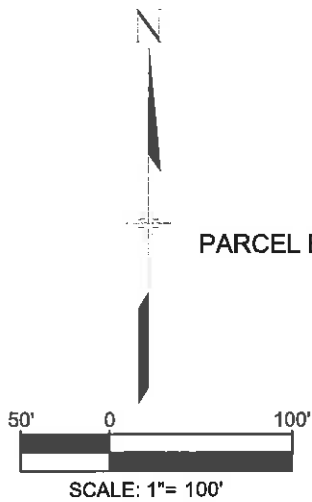
GRAPHICAL EXHIBIT

CHECKED BY: RLM	DATE: JULY 26, 2017 JN: 17.108.043	3 OF 5
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FORMER CHICAGO BURLINGTON & QUINCY RAILROAD



PARCELS B1 THROUGH B5
STEELE STREET INVESTMENTS
REC. NO. 2017032593



KW



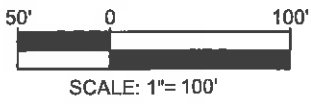
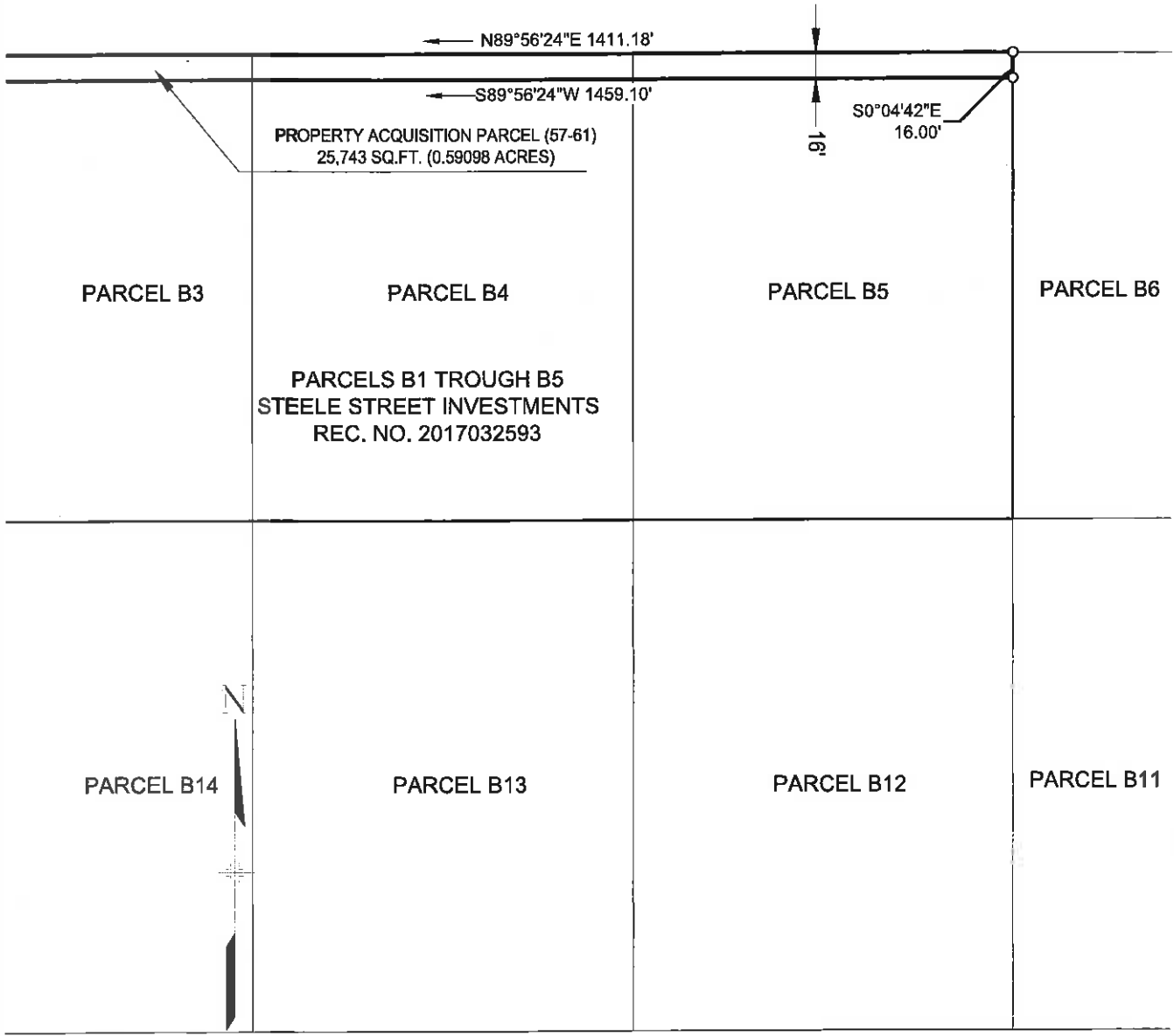
1601 Blake Street, Suite 200
Denver, CO 80202
Phone 303-572-0200
Fax 303-572-0202

STEELE STREET INVESTMENTS
LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM	DATE: JULY 26, 2017 JN: 17.108.043	4 OF 5
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FORMER CHICAGO BURLINGTON & QUINCY RAILROAD



KW



1601 Blake Street, Suite 200
 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

STEELE STREET INVESTMENTS
 LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM	DATE: JULY 26, 2017	5 OF 5
	JN: 17.108.043	

PARCEL 65 – PROPERTY ACQUISITION

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PROPERTY DESCRIBED IN A DOCUMENT RECORDED DECEMBER 30, 2013 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER UNDER RECEPTION NUMBER 2013182780 LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 3 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 LOT 1, BLOCK 1, CHEESMAN AND MOFFAT'S ADDITION TO THE CITY OF DENVER, WHICH POINT IS ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 23, T3S, R68W, 47.94 FEET WEST OF WITH THE SE CORNER OF SAID SOUTHEAST 1/4 AND WHICH POINT IS ALSO ON THE EAST LINE OF YORK STREET, THENCE N00°07'00"W, PARALLEL WITH AND 47.94 FEET WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23 AND ALONG THE EAST LINE OF YORK STREET, A DISTANCE OF 661.18 FEET; THENCE N89°57'20"E, A DISTANCE OF 47.94 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE S00°07'00"E, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 50.00 FEET; THENCE N89°56'34"E, A DISTANCE OF 2187.16 FEET TO THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED UNDER RECEPTION NUMBER 2013182780 AND THE POINT OF BEGINNING;

THENCE N89°56'24"E, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 439.55 FEET TO A POINT ON THE WEST LINE OF STEELE STREET 26.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24;

THENCE S00°05'30"E, ALONG THE WEST LINE OF STEELE STREET PARALLEL WITH AND 26.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 15.00 FEET TO A LINE BEING 16.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL;

THENCE S89°56'24"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 439.54 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE N00°04'42"W, ALONG SAID WEST LINE, A DISTANCE OF 15.00 TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION YIELDS A CALCULATED AREA 7,033 SQUARE FEET (0.16145 ACRES) OF LAND MORE OR LESS AND IS DEPICTED IN THE ATTACHED GRAPHICAL EXHIBIT



ROBERT L. MEADOWS JR., PLS 34977
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.
1601 BLAKE STREET, SUITE 200
DENVER, CO. 80202
PH. 303-572-0200

KW

WEST 1/4 CORNER SECTION 24-3-68
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "PLS 23521"

SOUTHWEST 1/4 SECTION 24
 TOWNSHIP 3 SOUTH, RANGE 68 WEST

N0°07'00"W 2845.23'
 SECTION LINE
 BASIS OF BEARINGS



40TH AVENUE

ASSESSOR'S
 SCHEDULE
 0224300007

ASSESSOR'S
 SCHEDULE
 0224300008

ASSESSOR'S
 SCHEDULE
 0224300013

ASSESSOR'S
 SCHEDULE
 0224300015

YORK STREET (60' WIDE)

STEEL STREET (VARIABLE WIDTH)

FORMER CHICAGO BURLINGTON & QUINCY RAILROAD

PARCEL
 B1

PARCEL
 B2

PARCEL
 B3

PARCEL
 B4

PARCEL
 B5

PARCEL
 B6

PARCEL
 B7

PARCEL
 B8

PARCEL
 B9

PARCEL
 B10

PARCEL
 B11

PARCEL
 B12

PARCEL
 B13

PARCEL
 B14

PARCEL
 B15

S.W. CORNER SECTION 24-3-68
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "LS 13154 1.0 W.C."

POINT OF COMMENCEMENT
 N.W. CORNER LOT 1, BLOCK 1
 CHESSMAN AND MOFFATS ADDITION

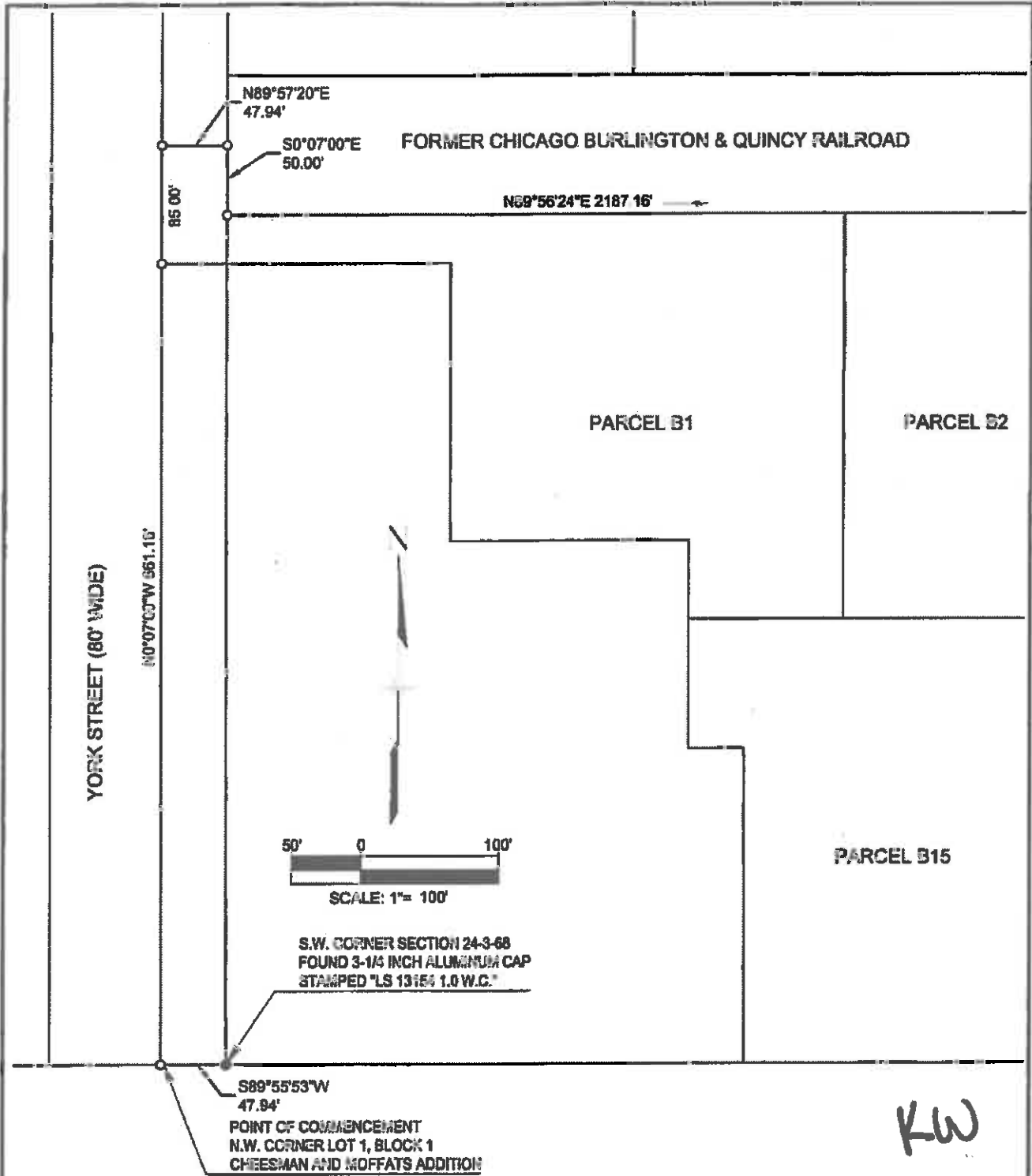
KW



1601 Blake Street, Suite 200
 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

ONE EARTH FUTURE FOUNDATION
 LEGAL DESCRIPTION
 GRAPHICAL EXHIBIT

CHECKED BY: RLM | DATE: JULY 26, 2017 | JN: 17.103.943 | 2 OF 4



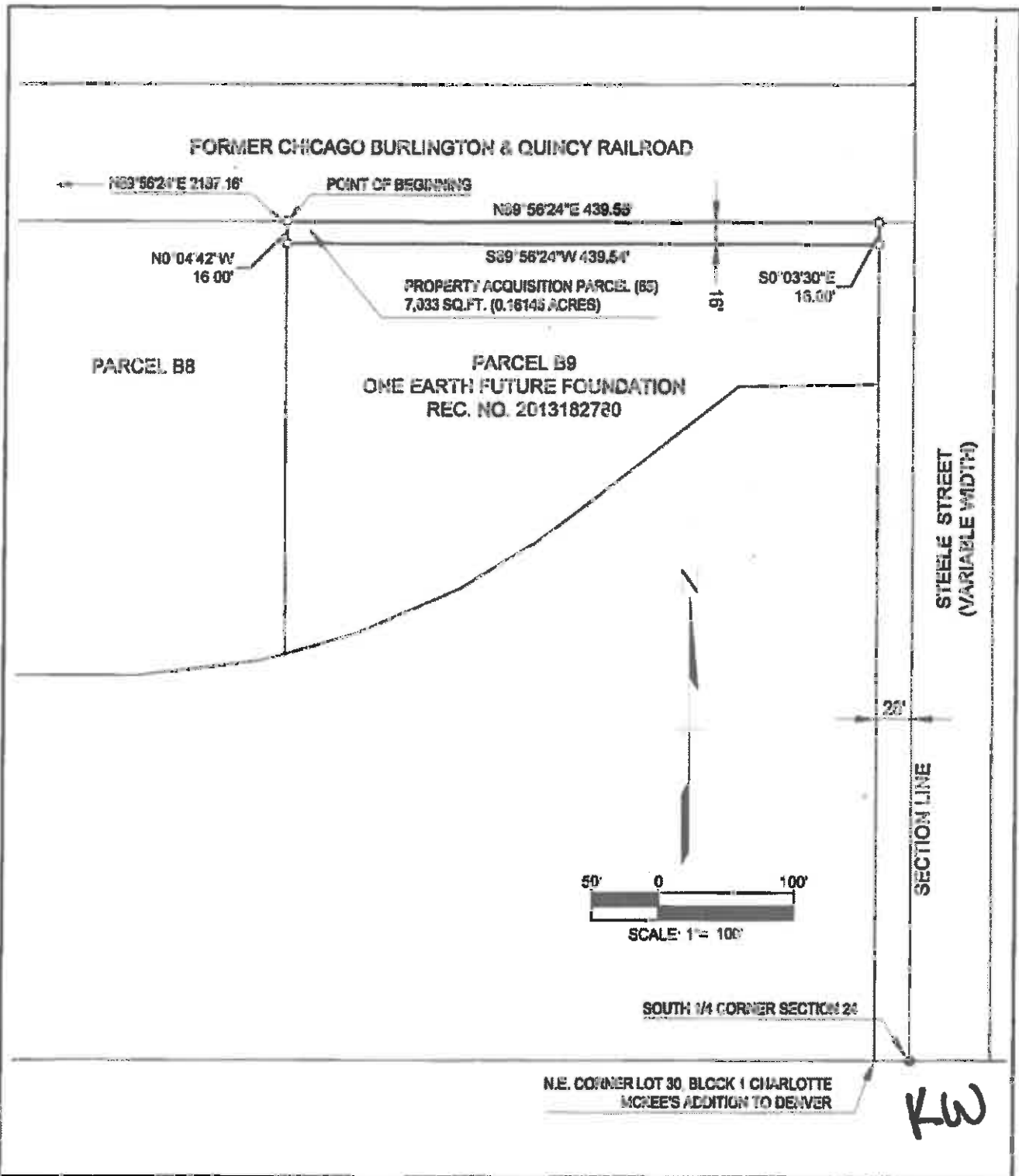
KW



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 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

ONE EARTH FUTURE FOUNDATION
 LEGAL DESCRIPTION
 GRAPHICAL EXHIBIT

CHECKED BY.	RLM	DATE JULY 26 2017	3 OF 4
		JN: 17.108 0:13	




 <p>1601 Blake Street, Suite 200 Denver, CO 80202 Phone 303-572-0200 Fax 303-572-0202</p>	<p>ONE EARTH FUTURE FOUNDATION LEGAL DESCRIPTION</p>		
	<p>GRAPHICAL EXHIBIT</p>		
<p>CHECKED BY: RLM</p>	<p>DATE: JULY 26, 2017 JN. 17.108.043</p>	<p>4 OF 4</p>	

EXHIBIT 2
(Legal Description of TCE Parcels 57, 58, 59, 60, 61, and 65)

KW



1601 Blake Street, Suite 200
Denver, Colorado 80202
Phone: 303-572-0200
Fax: 303-572-0202
www.matrixdesigngroup.com

Exhibit 2
PARCELS 57-61 – TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PROPERTY DESCRIBED IN A DOCUMENT RECORDED MARCH 9, 2017 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER UNDER RECEPTION NUMBER 2017032593 LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 23 AND PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 3 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 LOT 1, BLOCK 1, CHEESMAN AND MOFFAT'S ADDITION TO THE CITY OF DENVER, WHICH POINT IS ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23, 47.94 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER AND WHICH POINT IS ALSO ON THE EAST LINE OF YORK STREET; THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST PARALLEL WITH AND 47.94 FEET WEST OF THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23 AND ALONG THE EAST LINE OF YORK STREET, A DISTANCE OF 585.17 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL DESCRIBED UNDER RECEPTION NUMBER 2017032593 AND THE **POINT OF BEGINNING**;

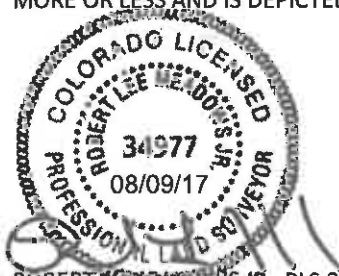
THENCE CONTINUING NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST PARALLEL WITH AND 47.94 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER AND ALONG THE EAST LINE OF YORK STREET, A DISTANCE OF 10.00 FEET TO A LINE BEING 16.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF PARCELS B2, B3, B4 AND B5 OF SAID PARCEL AS DESCRIBED IN DOCUMENT RECORDED UNDER RECEPTION NO. 2017032593;

THENCE NORTH 89 DEGREES 56 MINUTES 24 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1459.10 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL;

THENCE SOUTH 00 DEGREES 04 MINUTES 42 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET TO A LINE BEING 26.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF PARCELS B2, B3, B4 AND B5 OF SAID PARCEL AS DESCRIBED IN DOCUMENT RECORDED UNDER RECEPTION NO. 2017032593;

THENCE SOUTH 89 DEGREES 56 MINUTES 24 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1459.10 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE LEGAL DESCRIPTION YIELDS A CALCULATED AREA 14,591 SQUARE FEET (0.33496 ACRES) OF LAND MORE OR LESS AND IS DEPICTED IN THE ATTACHED GRAPHICAL EXHIBIT



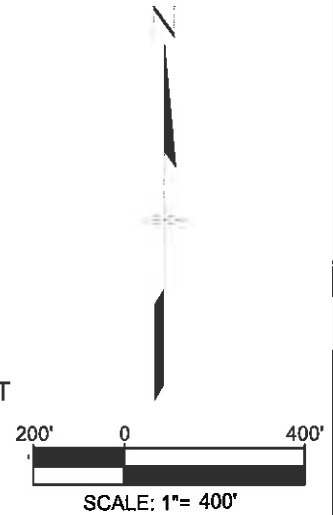
ROBERT LEE MEADOWS JR., PLS 34977
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.
1601 BLAKE STREET, SUITE 200
DENVER, CO. 80202
PH. 303-572-0200

KW

WEST 1/4 CORNER SECTION 24-3-68
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "PLS 23521"

N0°07'00"W 2645.26'
 SECTION LINE
 BASIS OF BEARINGS

SOUTHWEST 1/4 SECTION 24
 TOWNSHIP 3 SOUTH, RANGE 68 WEST



40TH AVENUE

ASSESSOR'S
 SCHEDULE
 0224300007

ASSESSOR'S
 SCHEDULE
 0224300059

ASSESSOR'S
 SCHEDULE
 0224300013

ASSESSOR'S
 SCHEDULE
 0224300015

YORK STREET (80' WIDE)

STEELE STREET (VARIABLE WIDTH)

FORMER CHICAGO BURLINGTON & QUINCY RAILROAD

PARCEL
 B1

PARCEL
 B2

PARCEL
 B3

PARCEL
 B4

PARCEL
 B5

PARCEL
 B6

PARCEL
 B7

PARCEL
 B8

PARCEL
 B9

PARCEL
 B15

PARCEL
 B14

PARCEL
 B13

PARCEL
 B12

PARCEL
 B11

PARCEL
 B10

S.W. CORNER SECTION 24-3-68
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "LS 13154 1.0 W.C."

POINT OF COMMENCEMENT
 N.W. CORNER LOT 1, BLOCK 1
 CHEESMAN AND MOFFATS ADDITION

KW



1601 Blake Street, Suite 200
 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

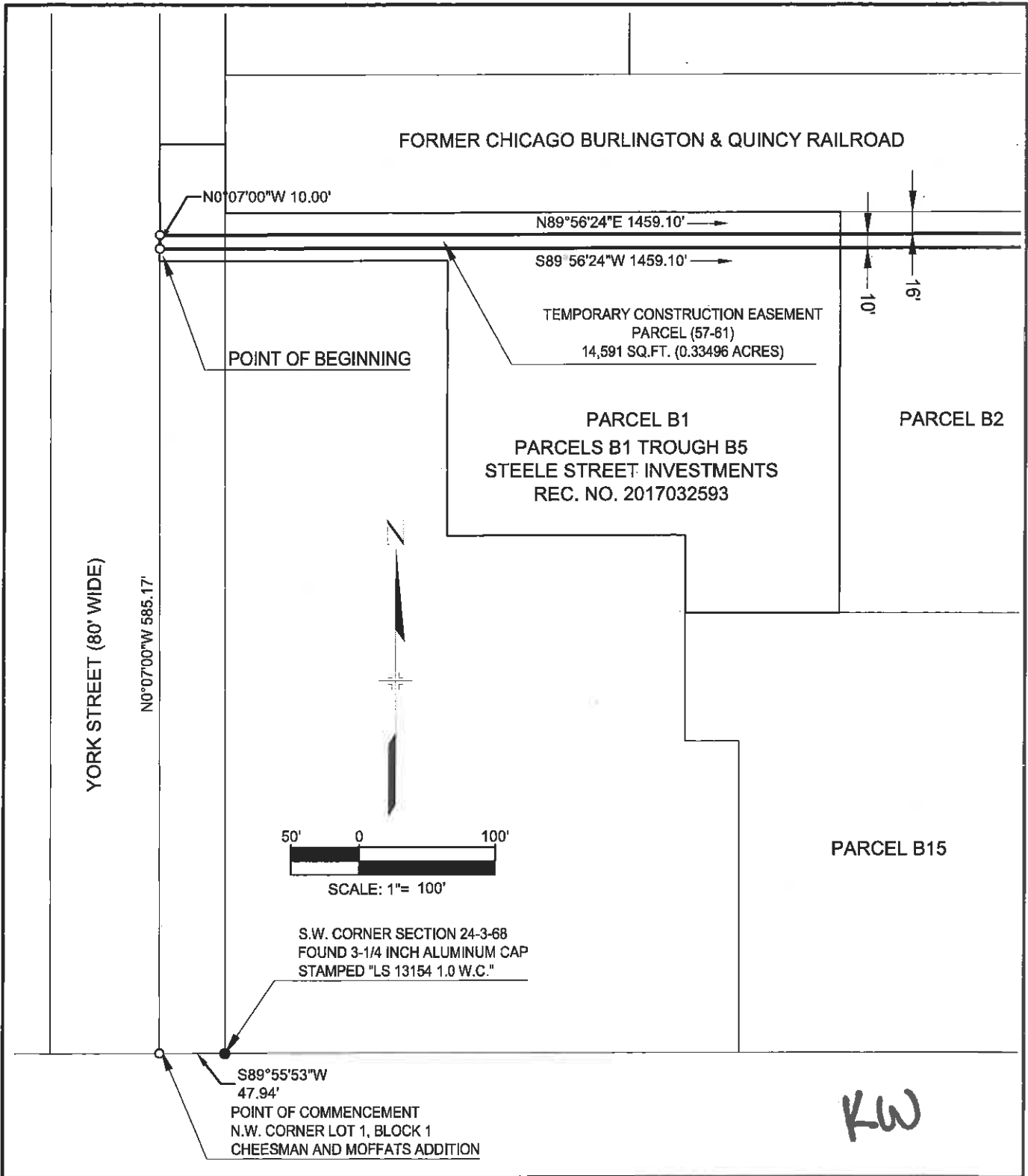
STEELE STREET INVESTMENTS
 LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM

DATE: JULY 26, 2017
 JN: 17.108.043

2 OF 5



1601 Blake Street, Suite 200
Denver, CO 80202
Phone 303-572-0200
Fax 303-572-0202

**STEELE STREET INVESTMENTS
LEGAL DESCRIPTION**

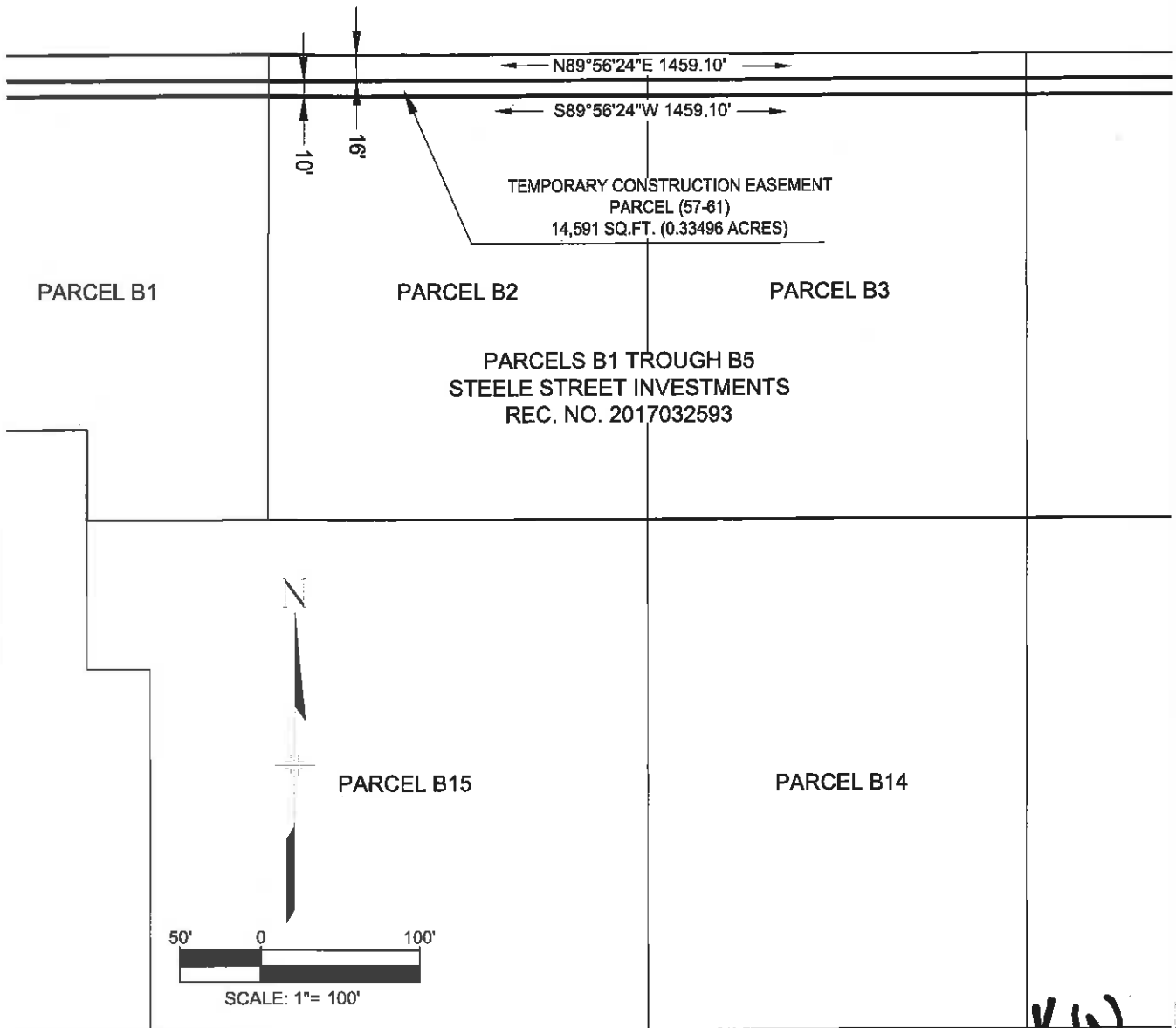
GRAPHICAL EXHIBIT

CHECKED BY: RLM

DATE: JULY 26, 2017
JN: 17.108.043

3 OF 5

FORMER CHICAGO BURLINGTON & QUINCY RAILROAD



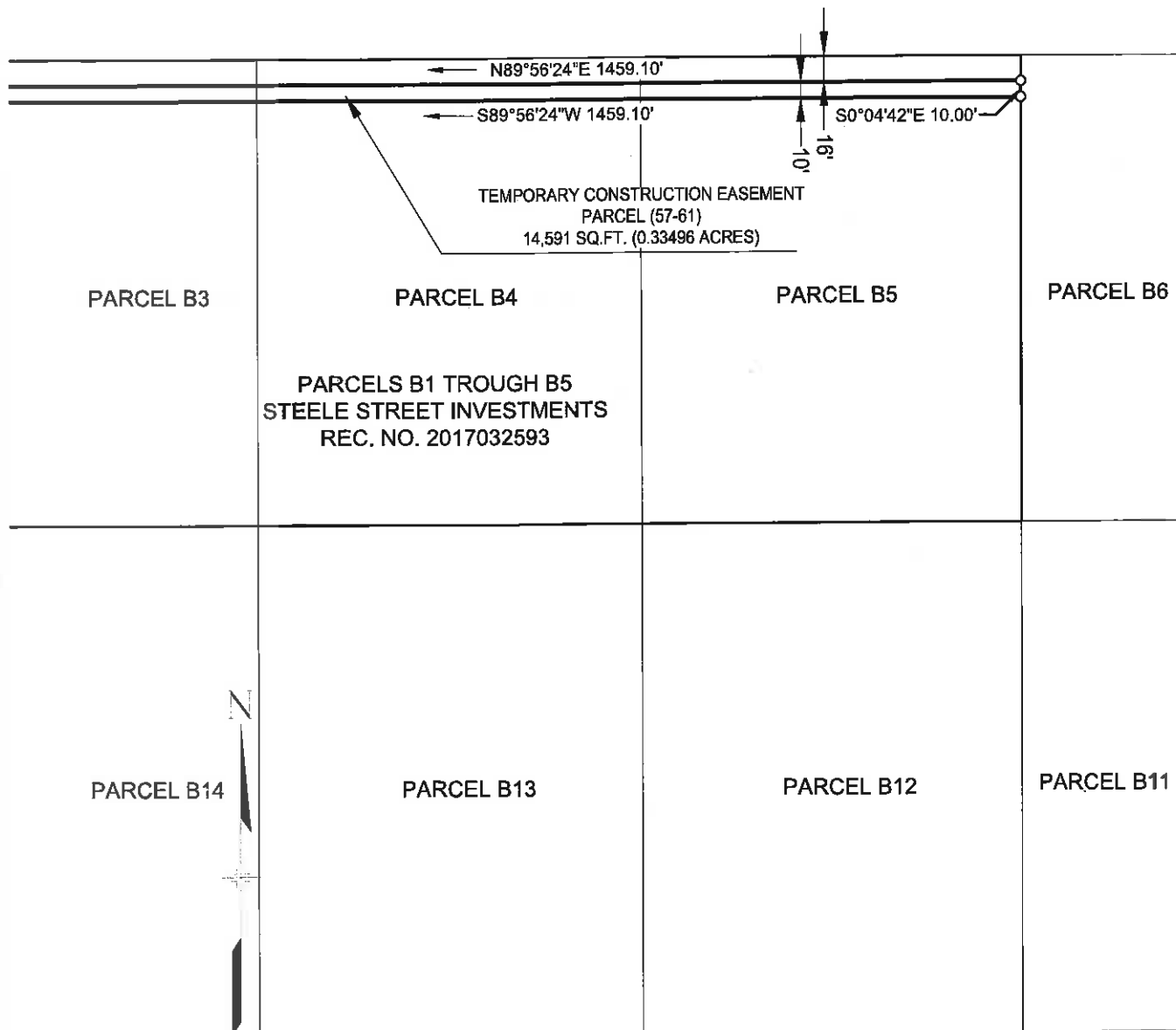
1601 Blake Street, Suite 200
Denver, CO 80202
Phone 303-572-0200
Fax 303-572-0202

STEELE STREET INVESTMENTS
LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM	DATE: JULY 26, 2017 JN: 17.108.043	4 OF 5
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FORMER CHICAGO BURLINGTON & QUINCY RAILROAD



PARCEL B3

PARCEL B4

PARCEL B5

PARCEL B6

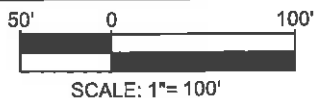
PARCELS B1 TROUGH B5
STEELE STREET INVESTMENTS
REC. NO. 2017032593

PARCEL B14

PARCEL B13

PARCEL B12

PARCEL B11



KW



1601 Blake Street, Suite 200
Denver, CO 80202
Phone 303-572-0200
Fax 303-572-0202

STEELE STREET INVESTMENTS
LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM

DATE: JULY 26, 2017
JN: 17.108.043

5 OF 5

PARCEL 65 – TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PROPERTY DESCRIBED IN A DOCUMENT RECORDED DECEMBER 30, 2013 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER UNDER RECEPTION NUMBER 2013182780 LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 3 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 LOT 1, BLOCK 1, CHEESMAN AND MOFFAT'S ADDITION TO THE CITY OF DENVER, WHICH POINT IS ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 23, T3S, R68W, 47.94 FEET WEST OF WITH THE SE CORNER OF SAID SOUTHEAST 1/4 AND WHICH POINT IS ALSO ON THE EAST LINE OF YORK STREET; THENCE N00°07'00"W, PARALLEL WITH AND 47.94 FEET WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23 AND ALONG THE EAST LINE OF YORK STREET, A DISTANCE OF 661.18 FEET; THENCE N89°57'20"E, A DISTANCE OF 47.94 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE S00°07'00"E, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 50.00 FEET; THENCE N89°56'24"E, A DISTANCE OF 2187.16 FEET TO THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED UNDER RECEPTION NUMBER 2013182780;

THENCE S00°04'42"E, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 16.00 FEET TO A LINE THAT IS 16.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL AND THE POINT OF BEGINNING;

THENCE N89°56'24"E, ALONG SAID PARALLEL LINE, A DISTANCE OF 439.54 FEET TO A POINT ON THE WEST LINE OF STEELE STREET BEING 26.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24;

THENCE S00°03'30"E, ALONG THE WEST LINE OF STEELE STREET PARALLEL WITH AND 26.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 10.00 FEET TO A LINE BEING 26.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL;

THENCE S69°56'24"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 439.54 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE N00°04'42"W, ALONG SAID WEST LINE, A DISTANCE OF 10.00 TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION YIELDS A CALCULATED AREA 4,395 SQUARE FEET (0.10090 ACRES) OF LAND MORE OR LESS AND IS DEPICTED IN THE ATTACHED GRAPHICAL EXHIBIT



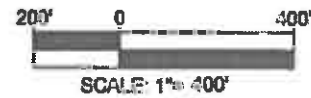
ROBERT L. MEADOWS JR., PLS 34977
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.
1601 BLAKE STREET, SUITE 200
DENVER, CO. 80202
PH. 303-572-0200

KW

WEST 1/4 CORNER SECTION 24-3-66
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "PLS 23521"

N0°07'00"W 2645.26'
 SECTION LINE
 BASIS OF BEARINGS

SOUTHWEST 1/4 SECTION 24
 TOWNSHIP 3 SOUTH, RANGE 38 WEST



40TH AVENUE

ASSESSOR'S
 SCHEDULE
 0224300007

ASSESSOR'S
 SCHEDULE
 0224300059

ASSESSOR'S
 SCHEDULE
 0224300019

ASSESSOR'S
 SCHEDULE
 0224300015

YORK STREET (67' WIDE)

STEELE STREET (VARIABLE WIDTH)

FORMER CHICAGO BURLINGTON & QUINCY RAILROAD

PARCEL
 B1

PARCEL
 B2

PARCEL
 B3

PARCEL
 B4

PARCEL
 B5

PARCEL
 B6

PARCEL
 B7

PARCEL
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PARCEL
 B11

PARCEL
 B10

S.W. CORNER SECTION 24-3-66
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "LS 13154 1.0 W.C."

POINT OF COMMENCEMENT
 N.W. CORNER LOT 1, BLOCK 1
 CHEESMAN AND MOFFAT'S ADDITION

KW

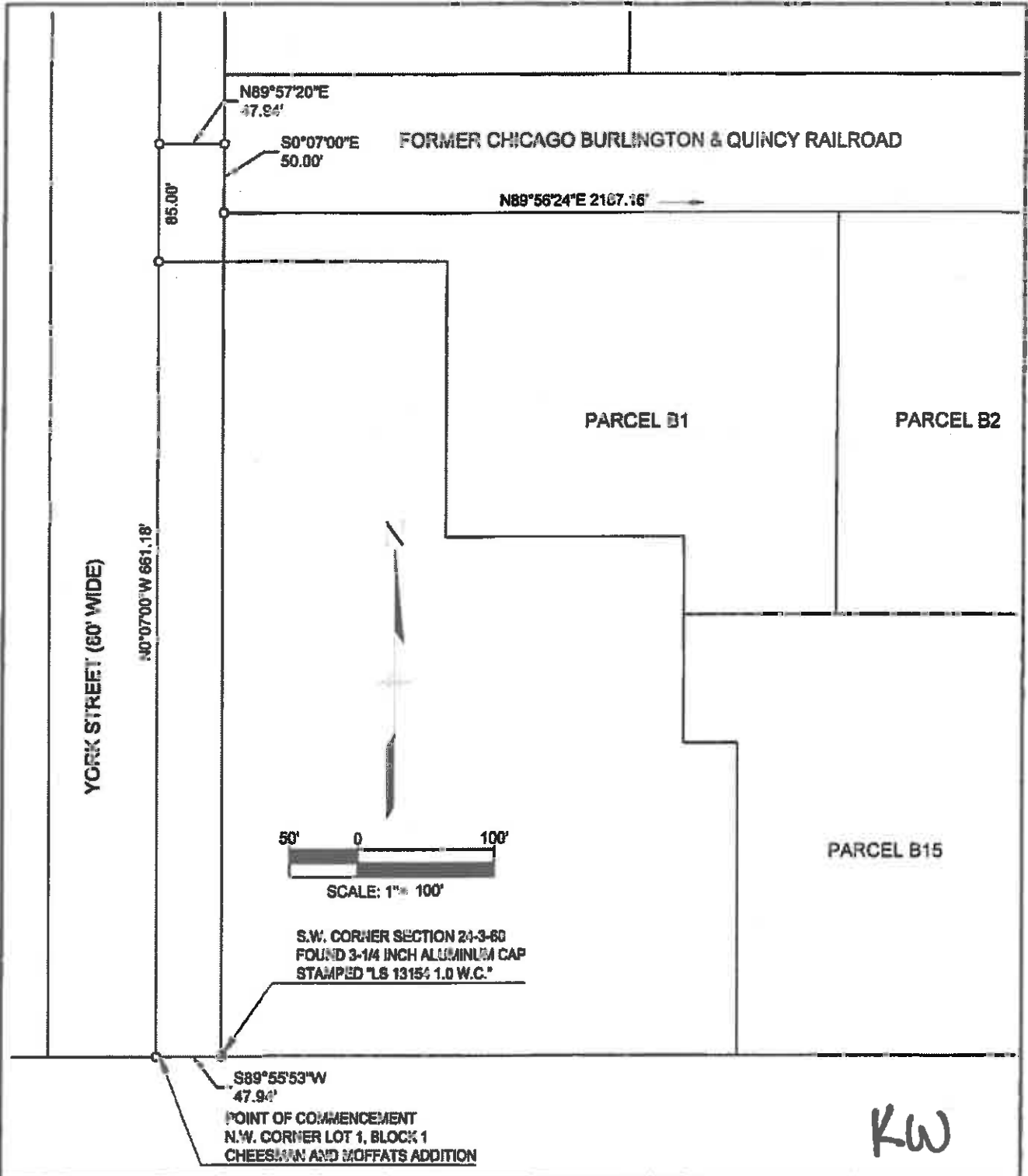


1501 Blake Street, Suite 200
 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

ONE EARTH FUTURE FOUNDATION
 LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM DATE: JULY 26, 2017 2 OF 4
 JUN: 17.108.043

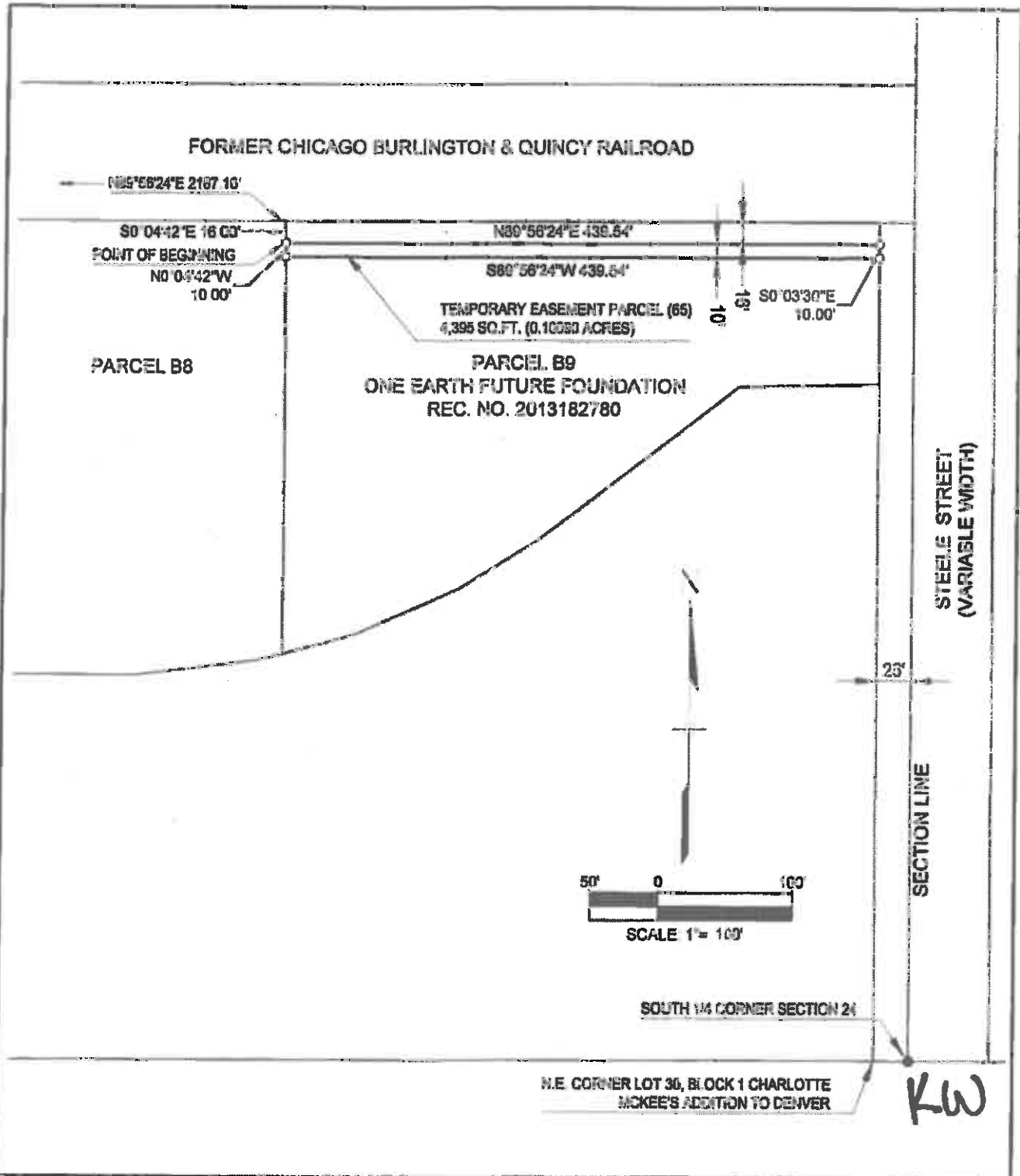


1601 Blaka Street, Suite 200
 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

ONE EARTH FUTURE FOUNDATION
 LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM	DATE: JULY 26, 2017	3 OF 4
	JN: 17 103 043	




 <p>Matrix DESIGN GROUP AN EMPLOYEE OWNED COMPANY</p>	1601 Blake Street, Suite 200 Denver, CO 80202 Phone 303-572-0200 Fax 303-572-0202		ONE EARTH FUTURE FOUNDATION LEGAL DESCRIPTION GRAPHICAL EXHIBIT	
	CHECKED BY RLM	DATE: JULY 26, 2017 JN 17.108.043	4 OF 4	

EXHIBIT 3
(Form of Special Warranty Deed)

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 201__, by _____, a _____, whose address is _____ ("Grantor") to the CITY AND COUNTY OF DENVER, a Colorado municipal corporation of the State of Colorado and home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of _____ and 00/100 Dollars (\$ _____) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto the Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by the Grantor situate, lying and being in the City and County of Denver, State of Colorado, and being more particularly described on Exhibit A attached hereto and incorporated herein ("Property");

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in, and to the above-bargained Property, together with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto the Grantee, and its successors and assigns forever. The Grantor, for itself and its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained Property in the quiet and peaceable possession of the Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor, but not otherwise, and subject to all matters set forth on Exhibit B attached hereto and incorporated herein.

No separate bill of sale with respect to improvements on the Property will be executed.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

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Exhibit A

PARCELS 57-61 - PROPERTY ACQUISITION

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PROPERTY DESCRIBED IN A DOCUMENT RECORDED MARCH 9, 2017 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER UNDER RECEPTION NUMBER 2017032593 LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 23 AND PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, CHEESMAN AND MOFFAT'S ADDITION TO THE CITY OF DENVER, WHICH POINT IS ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23, 47.94 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER AND WHICH POINT IS ALSO ON THE EAST LINE OF YORK STREET; THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST PARALLEL WITH AND 47.94 FEET WEST OF THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23 AND ALONG THE EAST LINE OF YORK STREET, A DISTANCE OF 595.17 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EXTERIOR OF SAID PARCEL DESCRIBED UNDER RECEPTION NUMBER 2017032593 THE FOLLOWING 4 COURSES;

1. THENCE CONTINUING NORTH 00 DEGREES 07 MINUTES 00 WEST PARALLEL WITH AND 47.94 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER AND ALONG THE EAST LINE OF YORK STREET, A DISTANCE OF 66.01 FEET;
2. THENCE NORTH 89 DEGREES 57 MINUTES 20 SECONDS EAST, A DISTANCE OF 47.94 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER;
3. THENCE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 50.00 FEET;
4. THENCE NORTH 89 DEGREES 56 MINUTES 24 SECONDS EAST, A DISTANCE OF 1411.18 TO A POINT ON THE EAST LINE OF SAID PARCEL;

THENCE SOUTH 00 DEGREES 04 MINUTES 42 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 16.00 FEET TO A LINE 16.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL;

THENCE SOUTH 89 DEGREES 56 MINUTES 24 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1459.10 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE LEGAL DESCRIPTION YIELDS A CALCULATED AREA 25,743 SQUARE FEET (0.59098 ACRES) OF LAND MORE OR LESS AND IS DEPICTED IN THE ATTACHED GRAPHICAL EXHIBIT



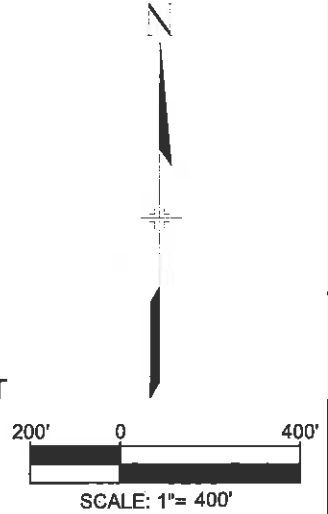
ROBERT LEE MEADOWS, JR., PLS 34977
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.
1601 BLAKE STREET, SUITE 200
DENVER, CO. 80202
PH. 303-572-0200

KW

WEST 1/4 CORNER SECTION 24-3-68
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "PLS 23521"

N0°07'00"W 2645.26'
 SECTION LINE
 BASIS OF BEARINGS

SOUTHWEST 1/4 SECTION 24
 TOWNSHIP 3 SOUTH, RANGE 68 WEST



40TH AVENUE

ASSESSOR'S
 SCHEDULE
 0224300007

ASSESSOR'S
 SCHEDULE
 0224300059

ASSESSOR'S
 SCHEDULE
 0224300013

ASSESSOR'S
 SCHEDULE
 0224300015

YORK STREET (80' WIDE)

STEELE STREET (VARIABLE WIDTH)

FORMER CHICAGO BURLINGTON & QUINCY RAILROAD

PARCEL
 B1

PARCEL
 B2

PARCEL
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PARCEL
 B11

PARCEL
 B10

S.W. CORNER SECTION 24-3-68
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "LS 13154 1.0 W.C."

POINT OF COMMENCEMENT
 N.W. CORNER LOT 1, BLOCK 1
 CHEESMAN AND MOFFATS ADDITION

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1601 Blake Street, Suite 200
 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

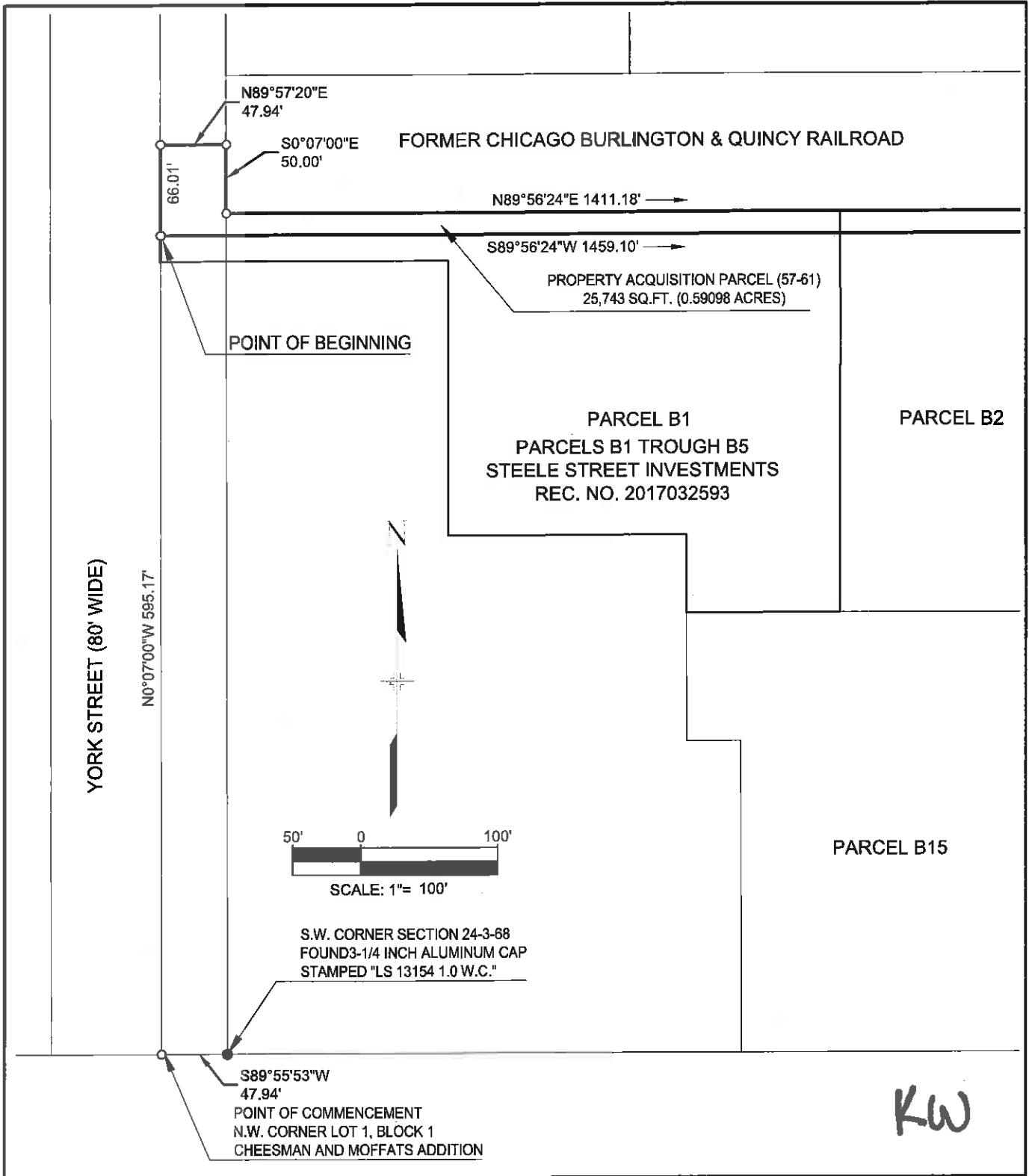
STEELE STREET INVESTMENTS
 LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM

DATE: JULY 26, 2017
 JN: 17.108.043

2 OF 5



Matrix
DESIGN GROUP
AN EMPLOYEE-OWNED COMPANY

1601 Blake Street, Suite 200
Denver, CO 80202
Phone 303-572-0200
Fax 303-572-0202

STEELE STREET INVESTMENTS LEGAL DESCRIPTION		
GRAPHICAL EXHIBIT		
CHECKED BY: RLM	DATE: JULY 26, 2017 JN: 17.108.043	3 OF 5

FORMER CHICAGO BURLINGTON & QUINCY RAILROAD

← N89°56'24"E 1411.18' →

← S89°56'24"W 1459.10' →

PROPERTY ACQUISITION PARCEL (57-61)
25,743 SQ.FT. (0.59098 ACRES)

16'

PARCEL B1

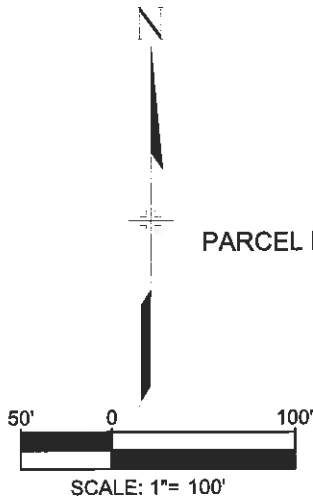
PARCEL B2

PARCEL B3

PARCELS B1 THROUGH B5
STEELE STREET INVESTMENTS
REC. NO. 2017032593

PARCEL B15

PARCEL B14



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STEELE STREET INVESTMENTS
LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM	DATE: JULY 26, 2017 JN: 17.108.043	4 OF 5
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FORMER CHICAGO BURLINGTON & QUINCY RAILROAD

← N89°56'24"E 1411.18'

← S89°56'24"W 1459.10'

S0°04'42"E
16.00'

PROPERTY ACQUISITION PARCEL (57-61)
25,743 SQ.FT. (0.59098 ACRES)

PARCEL B3

PARCEL B4

PARCEL B5

PARCEL B6

PARCELS B1 TROUGH B5
STEELE STREET INVESTMENTS
REC. NO. 2017032593

PARCEL B14

PARCEL B13

PARCEL B12

PARCEL B11



SCALE: 1"= 100'

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1601 Blake Street, Suite 200
Denver, CO 80202
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Fax 303-572-0202

STEELE STREET INVESTMENTS
LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM

DATE: JULY 26, 2017
JN: 17.108.043

5 OF 5

PARCEL 65 – PROPERTY ACQUISITION

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PROPERTY DESCRIBED IN A DOCUMENT RECORDED DECEMBER 20, 2013 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER UNDER RECEPTION NUMBER 2013182780 LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 3 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 LOT 1, BLOCK 1, CHEESMAN AND MOFFAT'S ADDITION TO THE CITY OF DENVER, WHICH POINT IS ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 23, T3S, R68W, 47.94 FEET WEST OF WITH THE SE CORNER OF SAID SOUTHEAST 1/4 AND WHICH POINT IS ALSO ON THE EAST LINE OF YORK STREET; THENCE N00°07'00"W, PARALLEL WITH AND 47.94 FEET WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23 AND ALONG THE EAST LINE OF YORK STREET, A DISTANCE OF 661.18 FEET; THENCE N89°57'20"E, A DISTANCE OF 47.94 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE S00°07'00"E, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 50.00 FEET; THENCE N89°56'24"E, A DISTANCE OF 2157.16 FEET TO THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED UNDER RECEPTION NUMBER 2013182780 AND THE POINT OF BEGINNING;

THENCE N89°56'24"E, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 439.55 FEET TO A POINT ON THE WEST LINE OF STEELE STREET 26.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24;

THENCE S00°03'30"E, ALONG THE WEST LINE OF STEELE STREET PARALLEL WITH AND 26.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 15.00 FEET TO A LINE BEING 16.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL;

THENCE S89°56'24"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 439.54 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE N00°04'42"W, ALONG SAID WEST LINE, A DISTANCE OF 16.00 TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION YIELDS A CALCULATED AREA 7,033 SQUARE FEET (0.16145 ACRES) OF LAND MORE OR LESS AND IS DEPICTED IN THE ATTACHED GRAPHICAL EXHIBIT

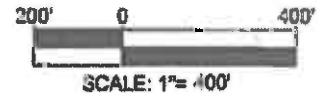
ROBERT L. MEADOWS JR., PLS 34977
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.
1601 BLAKE STREET, SUITE 200
DENVER, CO. 80202
PH. 303-572-0200

KW

WEST 1/4 CORNER SECTION 24-3-68
FOUND 3-1/4 INCH ALUMINUM CAP
STAMPED "PLS 23521"

SOUTHWEST 1/4 SECTION 24
TOWNSHIP 3 SOUTH, RANGE 68 WEST

N0°07'00"W 2645.26'
SECTION LINE
BASIS OF BEARINGS



40TH AVENUE

ASSESSOR'S
SCHEDULE
0224300037

ASSESSOR'S
SCHEDULE
0224300059

ASSESSOR'S
SCHEDULE
0224300013

ASSESSOR'S
SCHEDULE
0224300015

YORK STREET (60' WIDE)

STEELE STREET (VARIABLE WIDTH)

FORMER CHICAGO BURLINGTON & QUINCY RAILROAD

PARCEL
B1

PARCEL
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PARCEL
B10

S.W. CORNER SECTION 24-3-68
FOUND 3-1/4 INCH ALUMINUM CAP
STAMPED "LS 13154 1.0 W.C."

POINT OF COMMENCEMENT
N.W. CORNER LOT 1, BLOCK 1
CHEESMAN AND MOFFATS ADDITION

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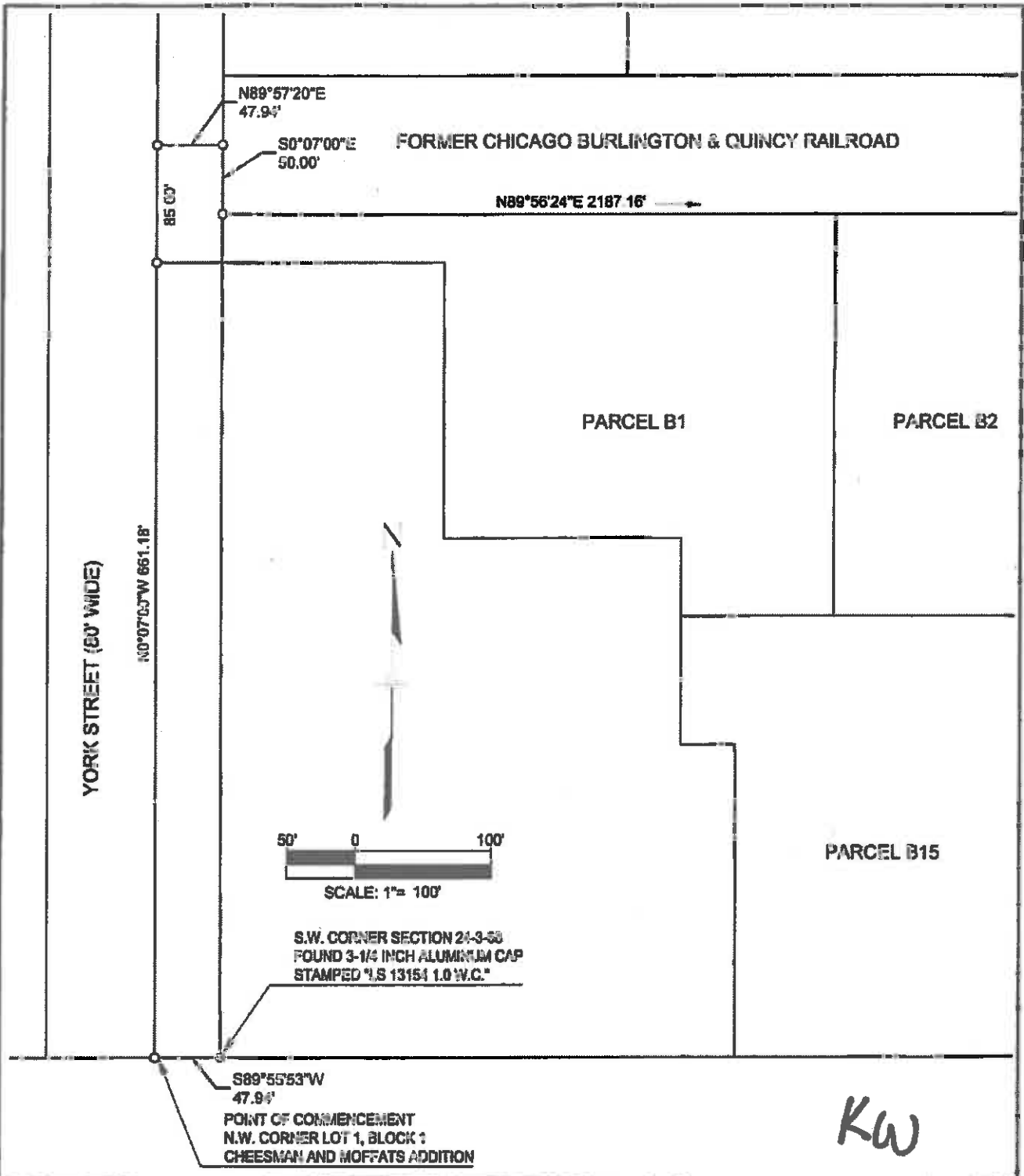
1601 Blake Street, Suite 200
Denver, CO 80202
Phone 303-572-0200
Fax 303-572-0202

ONE EARTH FUTURE FOUNDATION
LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

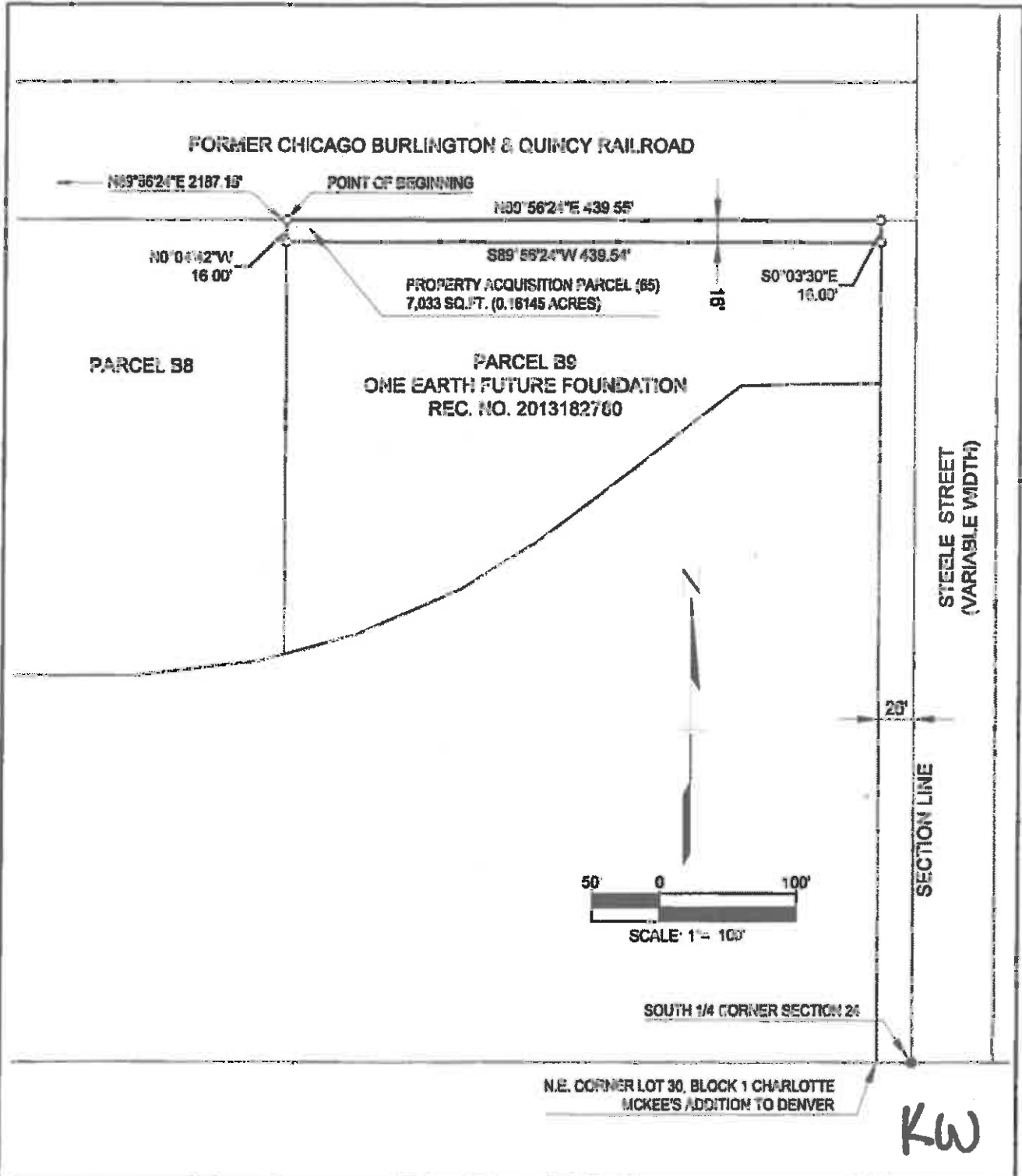
CHECKED BY: RLM DATE: JULY 26, 2017
JN: 17.103.043

2 OF 4



1601 Blake Street, Suite 200
 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

ONE EARTH FUTURE FOUNDATION LEGAL DESCRIPTION GRAPHICAL EXHIBIT		
CHECKED BY: RLM	DATE: JULY 26 2017 JN 17.108.043	3 OF 4



1601 Blake Street, Suite 200
Denver, CO 80202
Phone 303-572-0200
Fax 303-572-0202

ONE EARTH FUTURE FOUNDATION
LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM DATE: JULY 28, 2017 4 OF 4
JN. 17.108.043

EXHIBIT 4
(Form of Temporary Easement)

TEMPORARY EASEMENT

39th Avenue Greenway, a portion of the Platte to Park Hill Stormwater Systems Project

(Parcel #: 57 - Property Address: 3857 Steele – Parcel ID #: 163132769

Parcel #: 58 - Property Address: 3863 Steele – Parcel ID #: 163132777

Parcel #: 59 - Property Address: 3869 Steele – Parcel ID #: 163132785

Parcel #: 60 - Property Address: 3875 Steele – Parcel ID #: 163132793

Parcel #: 61 - Property Address: 3881 Steele – Parcel ID #: 163132807

Parcel #: 65 - Property Address: 3897 Steele – Parcel ID #: 163132840

THIS TEMPORARY EASEMENT is granted, as of the Effective Date, by **East 38th Avenue Properties, LLC**, whose address is 2660 Walnut Street, Denver, Colorado 80205 (“Grantor”), to the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“Grantee” or “City”).

In consideration of the sum of **Ten Dollars and 00/100 Cents (\$10.00)**, and the covenants and agreements set forth below, the receipt and sufficiency of which is hereby acknowledged, Grantor sells, conveys, transfers, and delivers to the Grantee, and its successor and assigns, a temporary easement for use of the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Temporary Easement Area”) for the construction of the 39th Avenue Greenway, a portion of the Platte to Park Hill Stormwater Systems Project and related improvements and appurtenances (“Project”) upon, through, over, under, and along the Temporary Easement Area, subject to and in accordance with the following terms and covenants (“Temporary Easement”):

1. The term of the Temporary Easement will commence thirty (30) days after the Grantee, or the Grantee through its contractor, delivers a written notice to the Grantor (“Commencement Date”) and will terminate twenty-four (24) months from the Commencement Date. In the event that the Project is not completed within the term of the Temporary Easement, Grantee, through its contractor, may give notice to Grantor thirty (30) days prior to the expiration of the term that it is extending the term of the Temporary Easement for up to an additional six (6) months and the Grantor shall be paid **Twenty Thousand Dollars and 00/100 Cents \$20,000.00** for such extended Temporary Easement term; provided that such payment must be made prior to the commencement of the six-month extension period. The Grantor also grants to the City the right to reenter the Temporary Easement Area for one year after expiration of the term of the Temporary Easement to correct any defects, perform repairs or replace landscaping. The City, through its contractor, shall give Grantor fifteen (15) days’ notice prior to the reentry.

2. Grantee shall cause its contractors to return the Temporary Easement Area free from all construction debris and in a condition as nearly as practicable to its original condition, taking into consideration the nature of the work being performed; specifically, upon substantial completion of the Project, Grantee shall repair the Temporary Easement Area to at least the condition which existed at the commencement of the Temporary Easement. If certain impediments to accessing the Temporary Easement Area, including without limitation, bumpers, temporary

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curbs, or cables (“Access Impediments”), currently exist upon the Temporary Easement Area, the Access Impediments may be removed and Grantee shall cause its contractor to re-install Access Impediments before expiration of this Temporary Easement.

3. The Temporary Easement allows Grantee, and their respective successors, assigns contractors, consultants, subcontractors, sub-consultants, materialmen, suppliers, and workers, to perform construction and related activities on the Temporary Easement Area, including but not limited to: (a) perform construction activities for the Project; (b) enter on and have access to the Temporary Easement Area; (c) temporary storage of materials; (d) operate construction equipment; (e) perform utility work; (f) removing asphalt and concrete, grading, paving, and landscaping; and (g) perform any other work incidental to the construction of the Project. Notwithstanding the foregoing, any materials and equipment that will not be used in the Project within fifteen days must be stored at an off-site location.

4. Grantee shall cause its contractor to coordinate reasonable access to the loading docks on Grantor’s property adjacent to the Temporary Easement Area.

5. Intentionally deleted.

6. Grantee will provide 10 days’ prior written notice to Grantor of any changes in access points for Grantor to access its property adjacent to the Temporary Easement Area.

7. Grantor, and its successors and assignees, covenants that as of the date of execution of this Temporary Easement it has good title to the Temporary Easement Area and has good and lawful right to grant the Temporary Easement.

8. Grantor shall not place, erect, install or permit to be placed any building, structure, or other above or below ground obstruction that may interfere with the purposes of the Temporary Easement during its term without the prior written consent of the City’s Manager of Public Works or his designee (“Project Manager”).

9. In the event the terms of the Temporary Easement are violated by Grantor, at the election of the Project Manager, the Grantor shall immediately correct or cause to be corrected any violations or the Project Manager may correct or cause to be corrected any violations at the Grantor’s sole expense. If the Project Manager elects to correct, or causes to be corrected, the violation(s), Grantor shall reimburse the Project for all costs incurred in the correction and in enforcing the terms of this Temporary Easement within thirty (30) days of receipt of an invoice.

10. Grantor understands that construction activities relating to the Project on, or in the vicinity of, the Temporary Easement Area, may restrict access to the remainder of Grantor’s property for short periods of time, but at all times the Grantee will assure continued access to the remainder of Grantor’s property.

11. Grantor reserves all rights attendant to its ownership of the Temporary Easement Area, including: (a) the right to the use and enjoyment of the Temporary Easement Area for all purposes so long as these uses are consistent with, and do not impair, any grant or provision herein,

KW

and (b) the right to sell and convey the Grantor's property or any portion of it subject to the Temporary Easement.

12. Any obligations of Grantee under the Temporary Easement, whether direct or contingent, extend only to funds appropriated or otherwise lawfully made available by the Denver City Council for the purpose of the Temporary Easement and paid into the Treasury of the City.

13. All formal notices provided for herein must be in writing and personally delivered or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, to the Grantor at the address identified above and if to Grantee at the addresses given below. Notices delivered personally are effective when delivered. Notices sent by certified or registered mail are effective upon receipt. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to Grantee:

Lisa L. Lumley
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
e-mail: lisa.lumley@denvergov.org

and

Sam Stevens
Project Manager
City and County of Denver
Department of Public Works
201 West Colfax Avenue, Department 608
Denver, Colorado 80202
e-mail: sam.stevens@denvergov.org

With copies of termination and similar notices to:

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

and

Bradley A. Beck, Esq.
Denver City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver, Colorado 80202

If to Grantor:

East 38th Avenue Properties, LLC
2660 Walnut Street
Denver, Colorado 80205

KW

With copies to:

Fritz L. Fisher
Fisher & Suhr, PC
1125 17th Street, Suite 710
Denver, Colorado 80202

14. This Temporary Easement is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Temporary Easement in writing. No subsequent novation, renewal, addition, deletion, or other amendment may have any force or effect unless embodied in a written amendment to this agreement properly executed by the parties. No oral representation of any kind preceding the date of the Temporary Easement by any officer, employee, or agent of Grantee at variance with the terms and conditions of this Agreement, or with any written amendment to this Agreement, may have any force or effect nor bind Grantee.

15. The Temporary Easement is subject to and is to be construed in accordance with the laws of the State of Colorado, the Denver Charter and the Denver Municipal Code, which are incorporated into the Temporary Easement by this reference. Venue for any action arising out of the Temporary Easement will be in the District Court for the City and County of Denver.

16. Grantee has the right to assign to its contractors its access rights and obligations set forth in the Temporary Easement, in its sole and absolute discretion. Grantee shall provide Grantor with a copy of any assignment.

17. During the term, the Temporary Easement runs with the land and the benefits and burdens thereof inure to any and all successors in interest and become binding upon the parties hereto and their respective successors and assigns without further action.

18. This Temporary Easement is subject to the following rules of construction:

- a. The words "party" and "parties" refer only to a named party to the Temporary Easement.
- b. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation."
- c. Unless otherwise specified, any reference to a law, statute, regulation, charter or code provision, or ordinance means that statute, regulation, charter or code provision, or ordinance as amended or supplemented from time to time and any corresponding provisions of successor statutes, regulations, charter or code provisions, or ordinances.

19. The Effective Date of the Temporary Easement shall be the date set forth on the Grantee's signature page below.

20. This Temporary Easement may be recorded in the real property records of Denver County.

KW

IN WITNESS WHEREOF, the parties have executed the Temporary Easement as of: _____ (“Effective Date”).

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
Debra Johnson,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By: _____
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

KRISTIN M. BRONSON
Attorney for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Bradley Beck, Assistant City Attorney

By: _____
Brendan J. Hanlon, CFO

By: _____
Timothy O'Brien, Auditor

“CITY”

KW

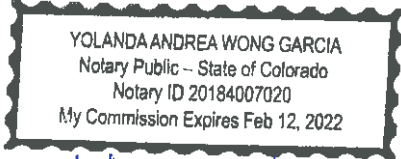
GRANTOR

East 38th Avenue Properties, LLC

By: KS
Title: Operating Manager

The foregoing instrument was acknowledged before me on June 23rd, 2018 by Kenneth WOLF as operating manager of East 38th Ave properties LLC.

Witness my hand and official seal.
My commission expires: Feb 12, 2022



Yolanda Wong Garcia
Notary Public

“GRANTOR”

KW

Exhibit A

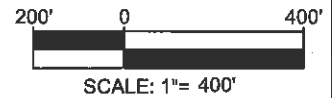
(Exhibit of Temporary Easement area – Parcels TE- 57, 58, 59, 60, 61, and 65)

KW

WEST 1/4 CORNER SECTION 24-3-68
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "PLS 23521"

N0°07'00"W 2645.26'
 SECTION LINE
 BASIS OF BEARINGS

SOUTHWEST 1/4 SECTION 24
 TOWNSHIP 3 SOUTH, RANGE 68 WEST



40TH AVENUE

ASSESSOR'S
 SCHEDULE
 0224300007

ASSESSOR'S
 SCHEDULE
 0224300059

ASSESSOR'S
 SCHEDULE
 0224300013

ASSESSOR'S
 SCHEDULE
 0224300015

FORMER CHICAGO BURLINGTON & QUINCY RAILROAD

YORK STREET (80' WIDE)

STEELE STREET (VARIABLE WIDTH)

PARCEL
 B1

PARCEL
 B2

PARCEL
 B3

PARCEL
 B4

PARCEL
 B5

PARCEL
 B6

PARCEL
 B7

PARCEL
 B8

PARCEL
 B9

PARCEL
 B15

PARCEL
 B14

PARCEL
 B13

PARCEL
 B12

PARCEL
 B11

PARCEL
 B10

S.W. CORNER SECTION 24-3-68
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "LS 13154 1.0 W.C."

POINT OF COMMENCEMENT
 N.W. CORNER LOT 1, BLOCK 1
 CHEESMAN AND MOFFATS ADDITION

KW



1601 Blake Street, Suite 200
 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

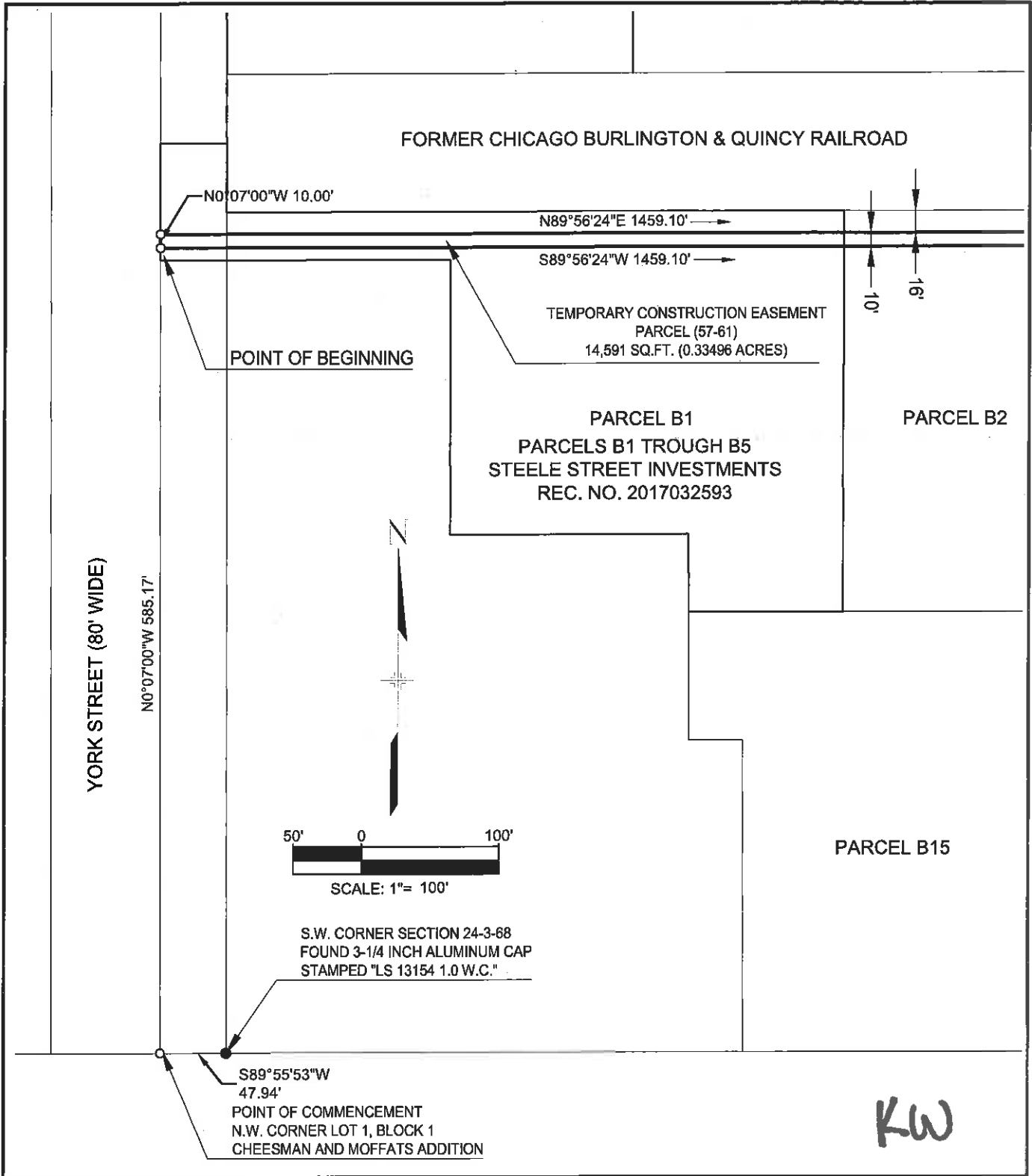
STEELE STREET INVESTMENTS
 LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM

DATE: JULY 26, 2017
 JN: 17.108.043

2 OF 5

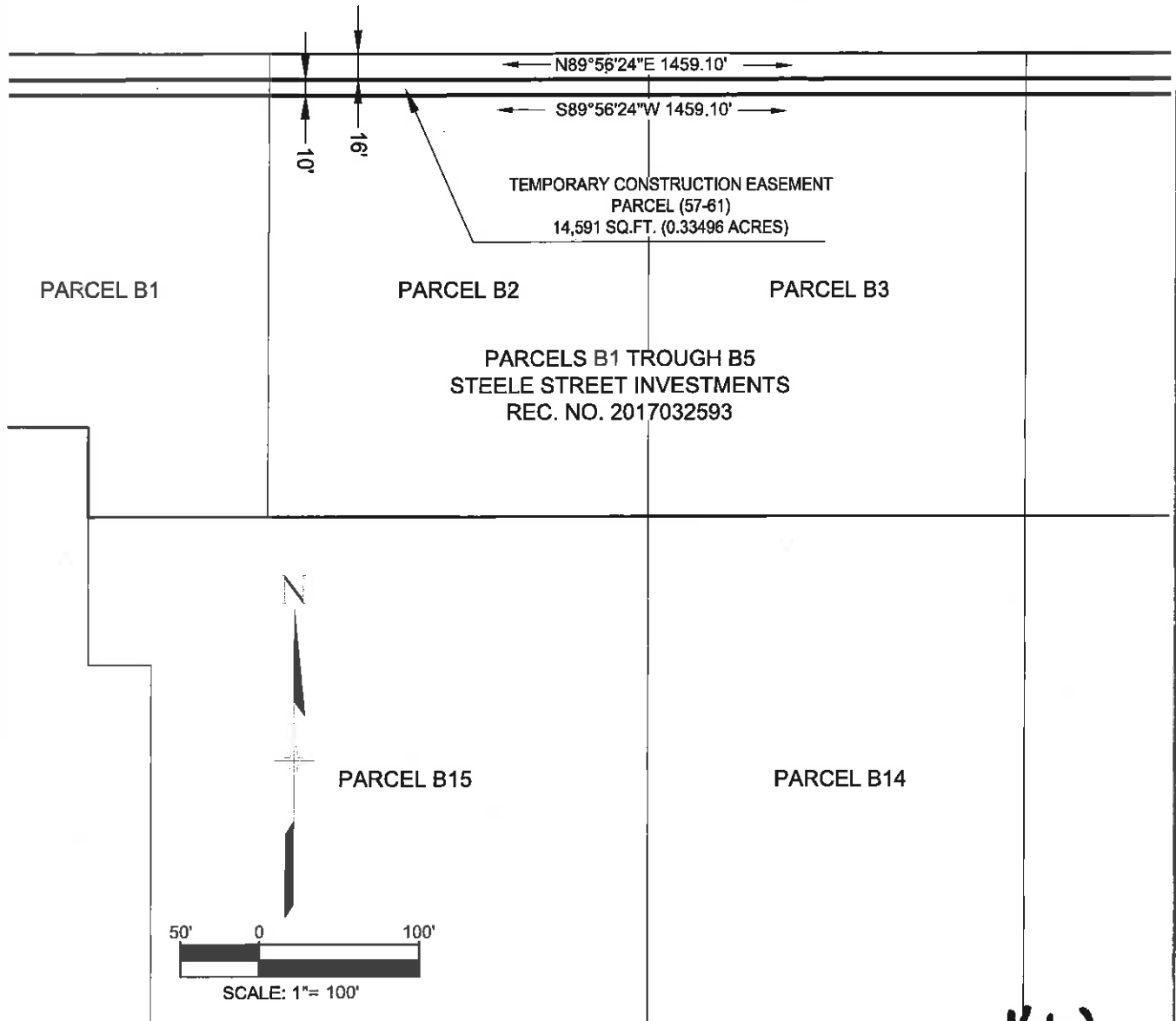


Matrix
DESIGN GROUP
AN EMPLOYEE-OWNED COMPANY

1601 Blake Street, Suite 200
Denver, CO 80202
Phone 303-572-0200
Fax 303-572-0202

STEELE STREET INVESTMENTS LEGAL DESCRIPTION		
GRAPHICAL EXHIBIT		
CHECKED BY: RLM	DATE: JULY 26, 2017 JN: 17.108.043	3 OF 5

FORMER CHICAGO BURLINGTON & QUINCY RAILROAD



KW



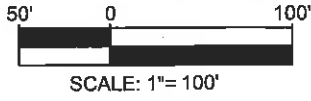
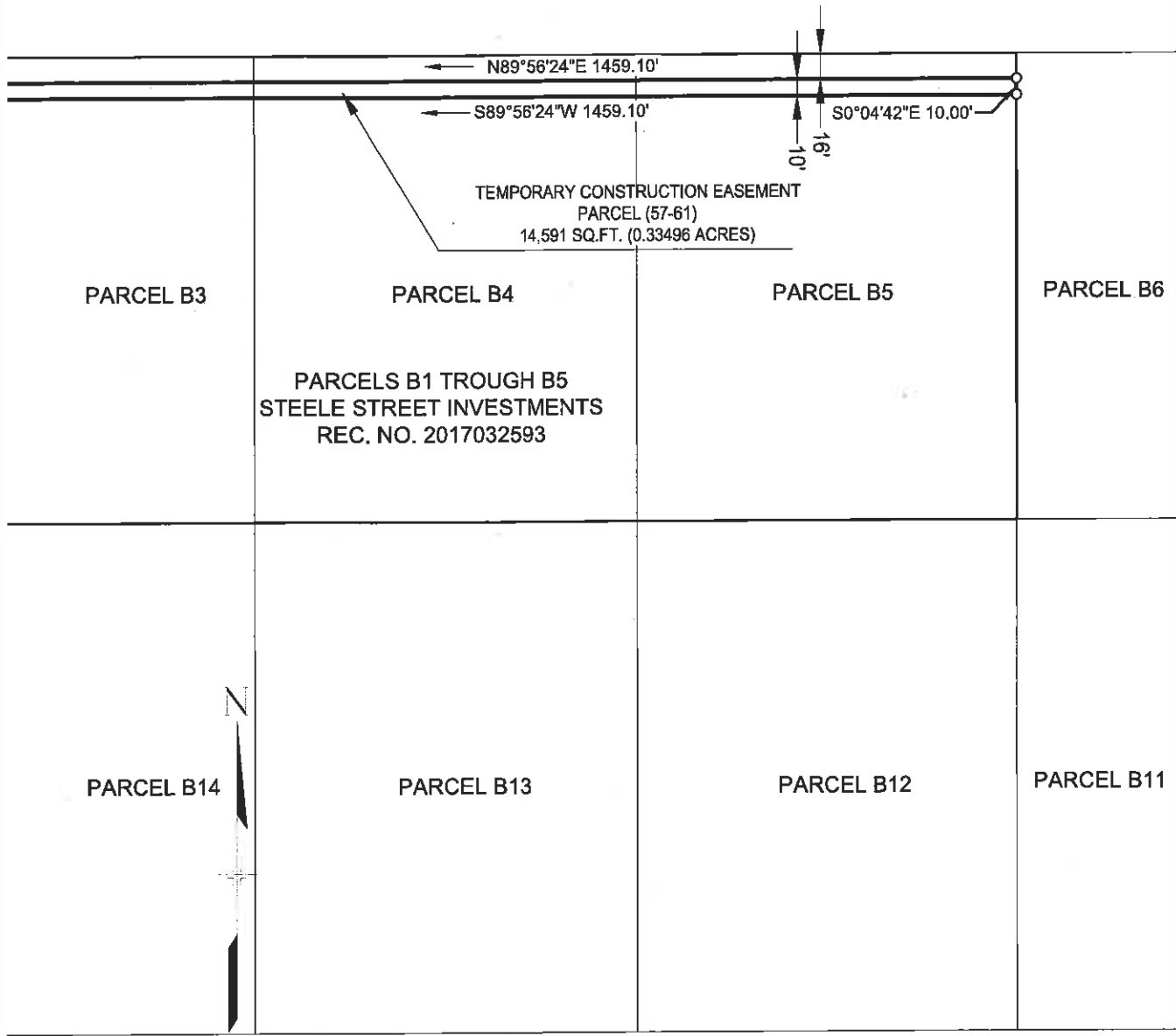
1601 Blake Street, Suite 200
Denver, CO 80202
Phone 303-572-0200
Fax 303-572-0202

STEELE STREET INVESTMENTS
LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM	DATE: JULY 26, 2017 JN: 17.108.043	4 OF 5
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FORMER CHICAGO BURLINGTON & QUINCY RAILROAD



KW



1601 Blake Street, Suite 200
 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

STEELE STREET INVESTMENTS LEGAL DESCRIPTION		
GRAPHICAL EXHIBIT		
CHECKED BY: RLM	DATE: JULY 26, 2017 JN: 17.108.043	5 OF 5

PARCEL 65 – TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PROPERTY DESCRIBED IN A DOCUMENT RECORDED DECEMBER 30, 2013 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER UNDER RECEPTION NUMBER 2013182780 LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 3 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 LOT 1, BLOCK 1, CHEESMAN AND MOFFAT'S ADDITION TO THE CITY OF DENVER, WHICH POINT IS ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 23, T3S, R68W, 47.94 FEET WEST OF WITH THE SE CORNER OF SAID SOUTHEAST 1/4 AND WHICH POINT IS ALSO ON THE EAST LINE OF YORK STREET; THENCE N00°07'00"W, PARALLEL WITH AND 47.94 FEET WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23 AND ALONG THE EAST LINE OF YORK STREET, A DISTANCE OF 661.18 FEET; THENCE N89°57'20"E, A DISTANCE OF 47.94 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE S00°07'00"E, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 50.00 FEET; THENCE N89°56'24"E, A DISTANCE OF 2187.16 FEET TO THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED UNDER RECEPTION NUMBER 2013182780;

THENCE S00°04'42"E, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 16.00 FEET TO A LINE THAT IS 16.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL AND THE POINT OF BEGINNING;

THENCE N89°56'24"E, ALONG SAID PARALLEL LINE, A DISTANCE OF 439.54 FEET TO A POINT ON THE WEST LINE OF STEELE STREET BEING 26.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24;

THENCE S00°03'30"E, ALONG THE WEST LINE OF STEELE STREET PARALLEL WITH AND 26.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 10.00 FEET TO A LINE BEING 26.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL;

THENCE S89°56'24"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 439.54 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE N00°04'42"W, ALONG SAID WEST LINE, A DISTANCE OF 10.00 TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION YIELDS A CALCULATED AREA 4,595 SQUARE FEET (0.10090 ACRES) OF LAND MORE OR LESS AND IS DEPICTED IN THE ATTACHED GRAPHICAL EXHIBIT



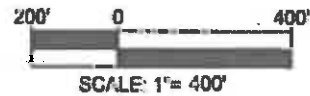
ROBERT L. MEADOWS JR., PLS 34977
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.
1601 BLAKE STREET, SUITE 200
DENVER, CO. 80202
PH. 303-572-0200

KW

WEST 1/4 CORNER SECTION 24-3-68
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "PLS 23521"

SOUTHWEST 1/4 SECTION 24
 TOWNSHIP 3 SOUTH, RANGE 68 WEST

N0 07°00'W 2545.26'
 SECTION LINE
 BASIS OF BEARINGS



40TH AVENUE

ASSESSOR'S
 SCHEDULE
 022430007

ASSESSOR'S
 SCHEDULE
 022430059

ASSESSOR'S
 SCHEDULE
 022430013

ASSESSOR'S
 SCHEDULE
 022430015

FORMER CHICAGO BURLINGTON & QUINCY RAILROAD

YORK STREET (60' WIDE)

STEELE STREET (VARIABLE WIDTH)

PARCEL
 B1

PARCEL
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 B8

PARCEL
 B9

PARCEL
 B15

PARCEL
 B14

PARCEL
 B13

PARCEL
 B12

PARCEL
 B11

PARCEL
 B10

S.W. CORNER SECTION 24-3-68
 FOUND 3-1/4 INCH ALUMINUM CAP
 STAMPED "LS 1315 1.0 W.C."

POINT OF COMMENCEMENT
 N.W. CORNER LOT 1, BLOCK 1
 CHEESMAN AND MOFFATS ADDITION

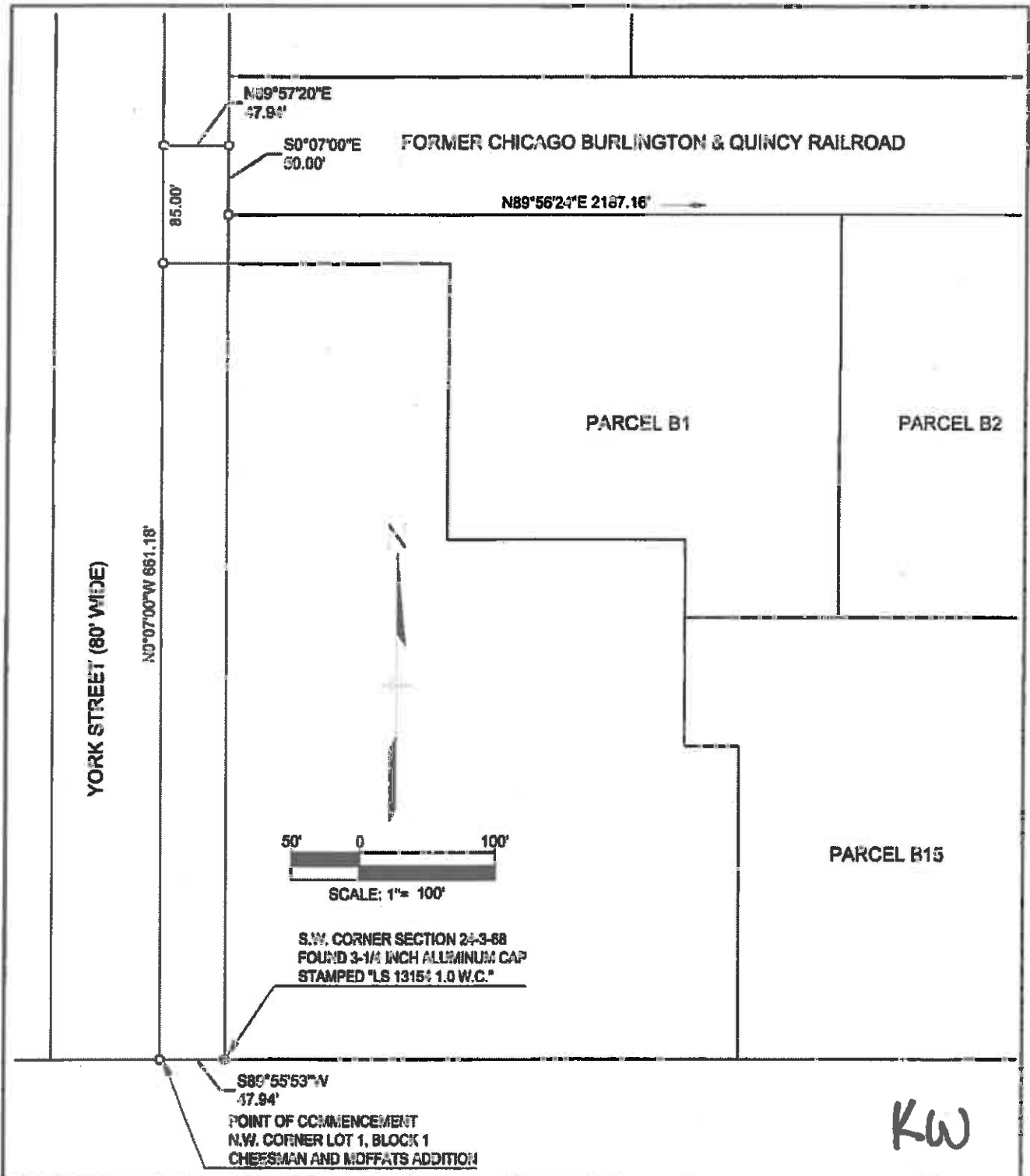
KW



1501 Blake Street, Suite 200
 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

ONE EARTH FUTURE FOUNDATION
 LEGAL DESCRIPTION
 GRAPHICAL EXHIBIT

CHECKED BY: RLM	DATE: JULY 26, 2017	2 OF 4
	JN: 17.108.043	



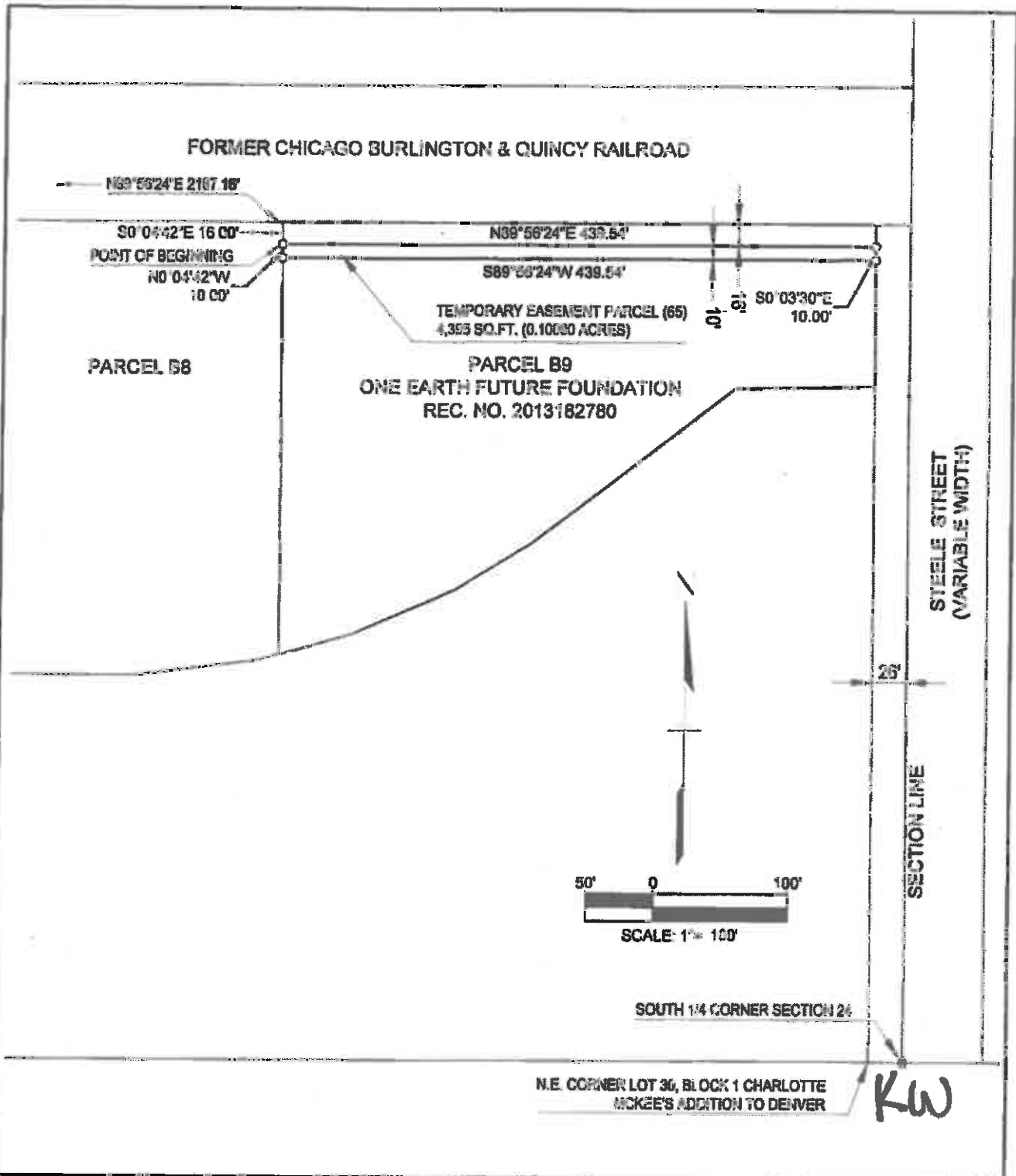
Matrix
DESIGN GROUP
AN EMPLOYEE OWNED COMPANY


1601 Blake Street, Suite 200
Denver, CO 80202
Phone 303-572-0200
Fax 303-572-0202

ONE EARTH FUTURE FOUNDATION
LEGAL DESCRIPTION

GRAPHICAL EXHIBIT

CHECKED BY: RLM	DATE: JULY 28, 2017	3 OF 4
	JN: 17 108 043	



 <p>Matrix DESIGN GROUP AN EMPLOYEE OWNED COMPANY</p>	<p>1601 Blake Street, Suite 200 Denver, CO 80202 Phone 303-572-0200 Fax 303-572-0202</p>		<p>ONE EARTH FUTURE FOUNDATION LEGAL DESCRIPTION GRAPHICAL EXHIBIT</p>	
	<p>CHECKED BY: RLM</p>	<p>DATE: JULY 26, 2017 JN. 17 108.043</p>	<p>4 OF 4</p>	