

After Recording
Return to: Kathryn Spritzer
City and County of Denver
Division of Real Estate
201 W. Colfax Avenue, Dept. 1010
Denver, CO 80202
Project Description: 2848 Fairfax St Park Easement
Asset Mgmt No.:20-094

**EASEMENT
(2848 Fairfax Street)**

THIS EASEMENT (the “Easement”), granted as of the Effective Date, by and between 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 (“City”) and **PHC MIXED USE LLC**, a Colorado limited liability company, whose address is c/o HM Capital Group LLC, 4045 Pecos St., Suite 200, Denver, CO 80211 (“Grantee”).

WHEREAS, the City is the owner of a parcel of land legally described on **Exhibit A** to that certain Special Warranty Deed recorded with the City and County of Denver Clerk and Recorder’s office on December 14, 2018, at reception number 2018158707 (the “City’s Property”); and

WHEREAS, the Grantee is the owner/developer of real property legally described in **Exhibit B** (“Grantee’s Property”).

WHEREAS, the Grantee desires an easement on and under the City’s Property for the construction, maintenance and repair of Grantee’s building adjacent to the City’s Property; and

WHEREAS, the City agrees to grant such easement, subject to the terms and conditions of this Easement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Grant of Easements. The City hereby grants and conveys to Grantee, and its successors and assigns, (i) a temporary construction easement on City’s Property for sole purposes of constructing and installing all or any part or component of Grantee’s two (2) story commercial building (“Improvements”) located on Grantee’s Property which temporary construction easement shall expire on August 15, 2020 (“Temporary Construction Easement Area”), (ii) a permanent easement solely for construction and installation of two (2) support posts, columns and/or footings, other support structures and appurtenances, to support the Improvements on, under, in, within, through and upon that certain portion of the City’s Property as legally described and depicted on **Exhibit C-1** attached hereto and incorporated herein (“Footings Easement Area”), (iii) a permanent easement to access the Improvements for limited time periods solely in order to perform repair, maintenance and replacement of the Improvements, as necessary, over, on and across that certain portion of the City’s Property as legally described and depicted on **Exhibit C-2** attached hereto and incorporated herein (“Maintenance Easement Area”, together with Temporary Construction Easement Area, Footings Easement Area, are collectively referred to herein as “Easement Areas”).

2. Consideration. In consideration of the City granting the Easement rights described herein to Grantee, prior to the Effective Date, Grantee shall pay to the City the sum of Four Hundred Thirty-Two Dollars (\$432.00).

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

4. Retained Rights of the City. The City reserves the right of use, occupancy and ownership of the Easement Areas, including the right to grant use of the Easement Areas to others, but such use, occupancy, grant and ownership shall not unreasonably interfere with the exercise of the rights granted hereunder during the term hereof.

5. Use of Easement Areas. As a condition of granting the Easement, Grantee shall use the Easement Areas as follows:

(a) Prior to any use of the Easement Areas or the commencement of any Improvements, as applicable, Grantee shall obtain all necessary federal, state and local permits for such use or Improvements; Grantee shall comply with the terms of applicable contracts between Grantee and the City; and Grantee shall comply with all applicable laws, rules or regulations of the City, including zoning. Nothing in this Easement shall relieve Grantee or any other party from complying with other regulatory requirements applicable to the uses of the Easement Areas or the Improvements.

(b) The Grantee shall use its best efforts not to disturb or alter the Easement Areas or any portion of the City's Property (without implying a right to use the City's Property other than the Easement Areas), including, but not limited to construction and staging areas, buildings, trees, shrubs, other landscaping, drainage and irrigation systems and shall, at the Grantee's sole cost and expense, in accordance with commercially reasonable standards, restore the Property and Easement Areas, utilities, and improvements to substantially the same condition and grade as the same were in prior to any activity of the Grantee. The Grantee's use of the Easement Areas shall not interfere with the City's ability to use the City's Property. All work done by the Grantee within the Easement Areas shall be done at the Grantee's sole cost and expense, in a good and workmanlike manner, in compliance with all laws and regulations obtaining all necessary permits and free of mechanics' or materialmen's liens. Any repair or replacement of any City facilities on its property made necessary, in the opinion of the City's representative, because of the construction, operation, maintenance, repair, modification, replacement or removal of the Grantee's Improvements, shall be made by the City at the sole expense of the Grantee.

6. Environmental Requirements. As used in this Easement, the following terms shall have the following definitions: (a) "Environmental Laws" means any federal, state and local statute, law, ordinance, regulation, rule, resolution, order, determination, writ, injunction, common law ruling, award, judgments and decrees, relating to the remediation, generation, production, installation, use, storage, treatment, transportation, Release, threatened Release, or disposal of Hazardous Materials, or the protection of human health, safety, natural resources, animal health or welfare, or the environment; (b) "Hazardous Materials" means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material that is listed, classified or regulated pursuant to any Environmental Law; and (c) "Release" means any presence, emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration, or release of Hazardous Materials from any source into or upon the environment, including the air, soil, improvements, surface water, groundwater, the sewer, septic system, storm drain, publicly owned treatment works, or waste treatment, storage, or disposal systems. Grantee, in performing any work in the Easement Areas, shall comply with all Environmental Laws, including but not limited to Environmental Laws regarding the storage, use and disposal of Hazardous Materials and regarding Releases or threatened Releases of Hazardous Materials to the environment. Grantee shall obtain all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements relating to Grantee's performance of any Improvement in the Easement Areas.

7. Insurance. During any period of construction, reconstruction or repair, Grantee shall provide the following insurance for work performed in the Easement Areas:

(a) General Conditions: Grantee agrees to secure, during applicable time periods, the following insurance covering all operations, goods or services provided pursuant to this Easement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Easement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Grantee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Grantee. Grantee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Easement are the minimum requirements, and these requirements do not lessen or limit the liability of the Grantee. The Grantee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Easement.

(b) Proof of Insurance: Grantee shall provide a copy of this Easement to its insurance agent or broker. Grantee may not commence services or work relating to the Easement prior to placement of coverage. Grantee certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, that complies with all insurance requirements of this Easement to the City's Risk Management Office and the Manager of Department of Parks and Recreation. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Easement shall not act as a waiver of Grantee's breach of this Easement or of any of the City's rights or remedies under this Easement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) Additional Insureds: For Commercial General Liability and Auto Liability, Grantee and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) Waiver of Subrogation: For all coverages, Grantee's insurer shall waive subrogation rights against the City.

(e) Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Easement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Grantee. Grantee shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Grantee agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(f) Workers' Compensation/Employer's Liability Insurance: Grantee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Grantee expressly represents to the City, as a material representation upon which the City is relying in entering into this Easement, that none of the Grantee's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Easement, and that any such rejections previously effected, have been revoked as of the date Grantee executes this Easement.

(g) Commercial General Liability: Grantee shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(h) Business Automobile Liability: Grantee shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Easement

(i) Contractor's Pollution Liability: Grantee shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. This insurance requirement may be fulfilled by contractors doing excavation. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

(j) Additional Provisions:

(1) For Commercial General Liability, the policy must provide the following:

- (i) That this Easement is an Insured Contract under the policy;
- (ii) Defense costs are in excess of policy limits;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- (i) The retroactive date must be on or before the Easement date or the first date when any goods or services were provided to the City, whichever is earlier

(3) Grantee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Grantee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

8. Indemnification.

(a) Grantee agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed in and around the Easement Areas pursuant to this Easement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Grantee or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

(b) Grantee’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Grantee’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

(c) Grantee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

(d) Insurance coverage requirements specified in this Easement shall in no way lessen or limit the liability of the Grantee under the terms of this indemnification obligation. The Grantee shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Easement.

9. No Third-Party Beneficiaries. The Parties expressly agree that enforcement of the terms and conditions of this Easement, and all rights of action relating to enforcement, shall be strictly reserved to the City and the Grantee, and nothing contained in this Easement shall give or allow any such claim or right of action by any other person on the Easement.

10. Successors and Assigns. This Easement shall run with the land and the provisions of this Easement shall inure to the benefit of and bind the successors and assigns of the parties and all covenants herein shall apply to and run with the land.

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

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

With copies to: Manager
Department of Parks and Recreation
201 W. Colfax Ave., Dept. 601
Denver, Colorado 80202

Director of Real Estate
1010 W. Colfax Ave., Dept. 1010
Denver, Colorado 80202

If to Grantee: PHC Mixed Use, LLC
c/o HM Capital Group LLC
4045 Pecos Street, Suite 200
Denver, Colorado 80211

12. Severability. Whenever possible, each provision of this Easement shall be interpreted in such manner as to be effective and valid under applicable law; provided however if any provision of this Easement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Easement.

13. Examination of Records. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Owner's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Easement. Grantee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Easement or expiration of the applicable statute of limitations. When conducting an audit of this Easement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Grantee to make disclosures in violation of state or federal privacy laws. Grantee shall at all times comply with D.R.M.C. 20-276.

14. Applicable Law/Venue. This Easement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado. Each and every term, condition, or covenant of this Easement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this Easement as if fully set out by this reference. Venue for any action relating to this Easement shall be in the State District Court in the City and County of Denver, Colorado.

15. No Discrimination in Employment. In connection with the performance of work under this Easement, Grantee agrees not to refuse to hire, discharge, promote or demote, or to discriminate against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert this provision in all subcontracts hereunder.

16. Authority. Each individual executing this Easement on behalf of Grantee represents and warrants that he or she is duly authorized to execute and deliver this Easement on behalf of Grantee.

17. Agreement as Complete Integration; Amendment. This Easement is intended as the complete integration of all understandings between the parties. No subsequent notation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendatory or other easement executed by the parties in the same formality as this Easement.

18. No Personal Liability. No elected official, director, officer, agent or employee of the City nor any director, officer, employee, or personal representative of Grantee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Easement or because of any breach or because of their execution, approval, or attempted execution of this Easement.

19. Conflict of Interest by City Officers. Grantee represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Easement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected officials or employees.

20. Termination. In the event this Easement is canceled, terminated or revoked by either party before the expiration of its Term because Grantee has abandoned the Improvements, Grantee shall at its expense, within ten (10) days remove its entire installation, or such portion thereof as is specified by the Manager of Department of Parks and Recreation, shall restore the Easement Areas to the extent reasonably required by the Manager of Department of Parks and Recreation, except as otherwise provided in this Easement, and upon failure to do so, the City may cause the same to be done at Grantee's expense.

[SIGNATURES PAGES FOLLOW]

Exhibit A
Legal Description of City's Property

Exhibit B
Legal Description of Grantee's Property

Exhibit C-1
Legal Description of Footings Easement Area

Exhibit C-2
Legal Description of Maintenance Easement Area

Exhibit D
Certificate of Insurance

Contract Control Number: FINAN-202054315-00
Contractor Name: PHC MIXED USE LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

Mayor

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

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

Assistant City Attorney

Manager of Finance

By:

Auditor

Contract Control Number:
Contractor Name:

FINAN-202054315-00
PHC MIXED USE LLC

By: Please see attached signature page

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]


By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

FINAN-202054315-00
PHC MIXED USE LLC

By: 

Name: Ben Maxwell
(please print)

Title: HM Capital Group LLC as Manager
(please print) **by Ben Maxwell, it's Manager**

ATTEST: [if required]

By: _____

Name: _____
(please print)


Title: _____
(please print)

In witness whereof, the parties have executed this Easement as of the date first set forth above.

GRANTEE:

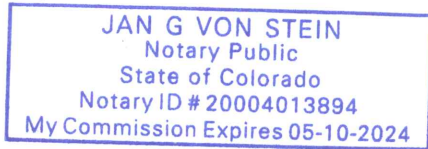
PHC Mixed Use LLC

By: HM Capital Group LLC,
its Manager

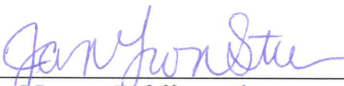
By: 
Name: Ben Maxwell
Title: Manager

STATE OF Colorado
COUNTY OF Denver

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on July 10th, 2020, by Ben Maxwell, who is the Manager of HM Capital Group LLC, which is the Manager of PHC Mixed Use LLC, who are personally known to me or who produced _____ as identification.



(NOTARY SEAL)


Notary Public – Signature

Print Name: Jan G. von Stein
Commission Expires: 5.10.2024



2018158707

Page: 1 of 3

12/14/2018 07:50 AM

R \$23.00

D \$0.00

City & County of Denver

WD

Electronically Recorded

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

E-RECORDED

THIS DOCUMENT WAS RECORDED

CONVENIENCE DEED ONLY
NO STATE DOC FEE REQUIRED

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this 13th day of December, 2018, by PHC MIXED USE LLC, a Colorado limited liability company, whose address is 4045 Pecos Street, Suite 200, Denver, CO 80211 ("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 Ten dollars and 00/100 Dollars (\$10.00) and, 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.

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.

SEE ATTACHED SIGNATURE AND NOTARY PAGE

70353654



Asset Mgmt. # 18-225

Project Description: Exchange w/ Parts

Asset Management Date: 12/21/18

Approved DJE/JM

ATTEST:

**GRANTOR
PHC MIXED USE LLC, A COLORADO
LIMITED LIABILITY COMPANY**

**BY: HM CAPITAL GROUP LLC, ITS
MANAGER**

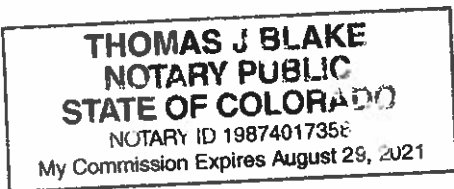
By: _____
Title: _____


By: Ben Maxwell
Title: Manager

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 13 day of December, 2018
by Ben Maxwell as Manger of HM Capital Group LLC as Manager of PHC Mixed Use LLC, a
Colorado limited liability company/

Witness my hand and official seal.
My commission expires: 8-29-21




Notary Public

EXHIBIT A

LOTS 7 THROUGH 11, INCLUSIVE, BLOCK 15, PARK HILL ANNEX,
EXCEPT THE EASTERLY 4 FEET OF SAID LOTS AS CONVEYED TO THE CITY AND
COUNTY OF DENVER BY SPECIAL WARRANTY DEED RECORDED JULY 17, 2018
UNDER RECEPTION NO. 2018087288, CITY AND COUNTY OF DENVER, STATE OF
COLORADO.

EXHIBIT B – LEGAL DESCRIPTION of 2848 FAIRFAX STREET

Lots 12 through 16 and the North 8 feet of Lot 17,
Except the East 4 feet,
Block 15,
Park Hill Annex,
City and County of Denver,
State of Colorado

Exhibit C-1

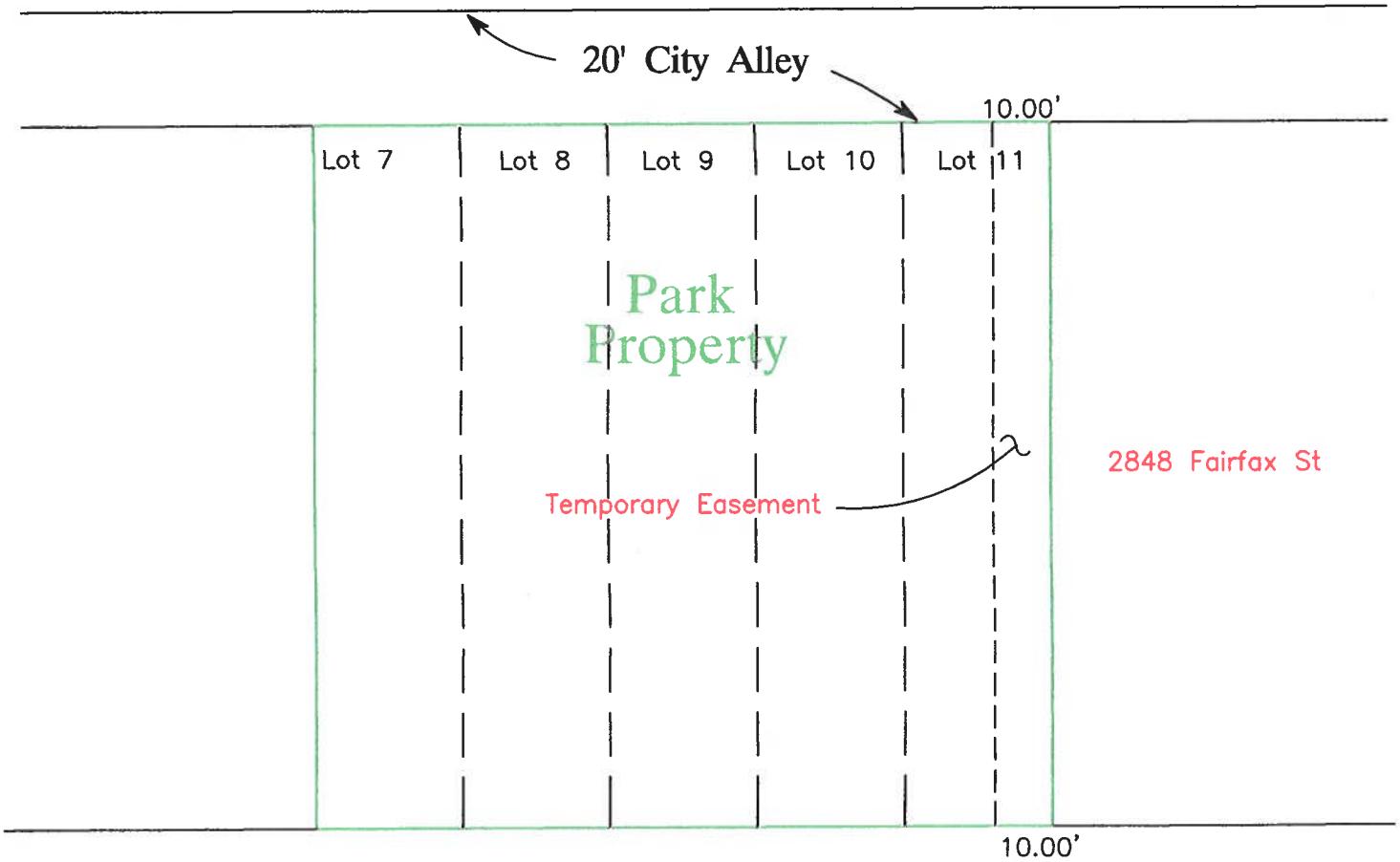
2848 Fairfax - Park Temporary Easement

Legal Description

The South 10.00 feet of Lot 11,
Block 15,
Park Hill Annex,
City and County of Denver,
State of Colorado.

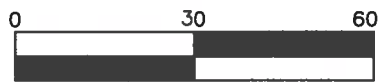
EXHIBIT C-2

2848 Fairfax Street Temporary Easement Exhibit



FAIRFAX STREET

60' R.O.W.



SCALE = 1" = 30'

DRAWN BY: Gregory S. Neitzke PLS
DATE: June 17, 2020
PLOTTED: June 17, 2020



2848 Fairfax Building Easements

Legal Descriptions

Three easements being a portion of Lot 11, Block 15, Park Hill Annex, City and County of Denver, State of Colorado, more particularly described as follows:

Footer Easement 1

Commencing at the Southwest corner of said Lot 11, Thence East, along the South line of said Lot 11, a distance of 60.33 feet to the Point of Beginning; Thence North, perpendicular to said Lot line, a distance of 2.00 feet; Thence East, parallel with said Lot line, a distance of 4.00 feet; Thence South, perpendicular to said Lot line, a distance of 2.00 feet to a point on said Lot line; Thence West, along said Lot line, a distance of 4.00 feet to the Point of Beginning.

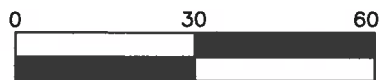
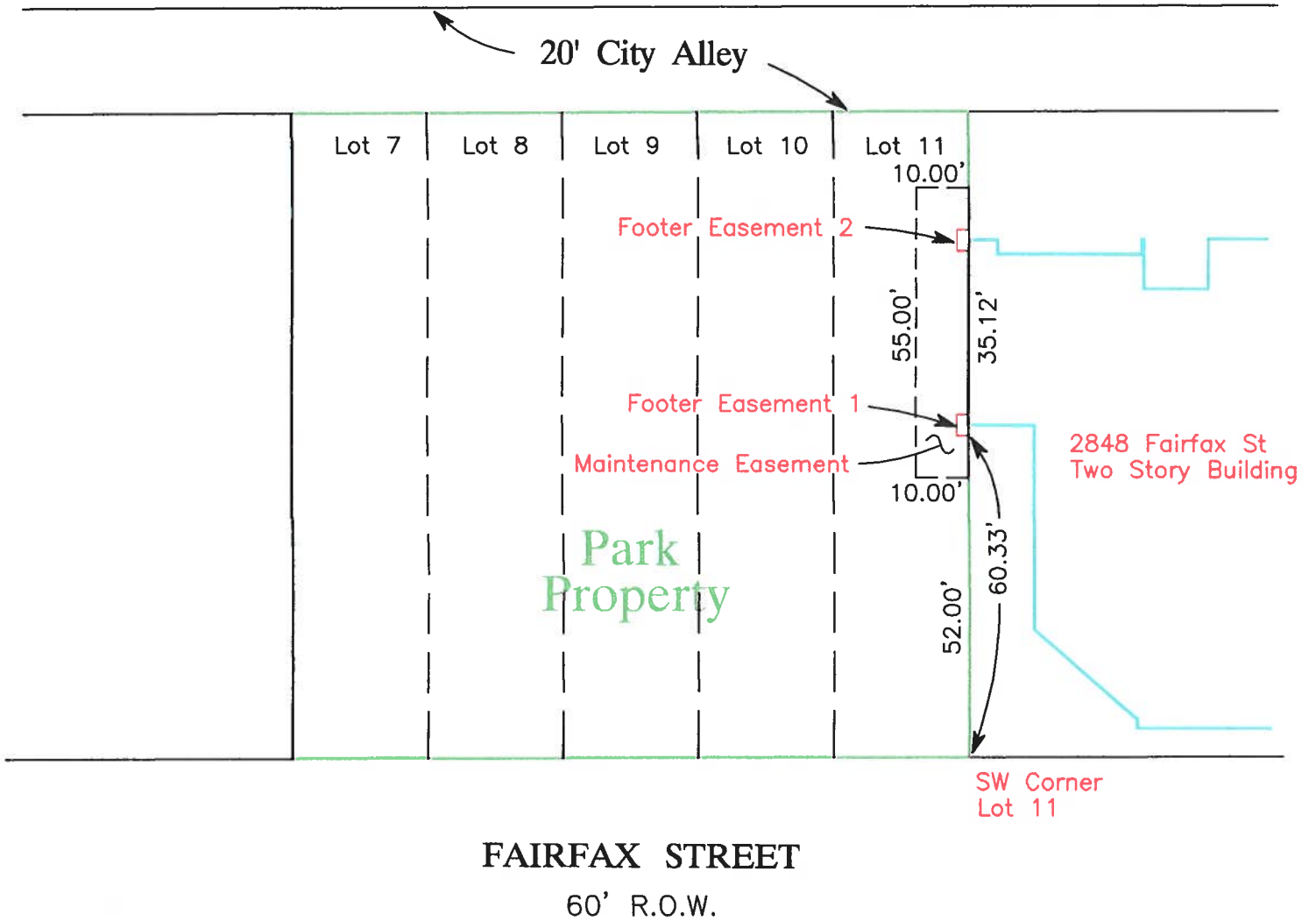
Footer Easement 2

Commencing at the Southwest corner of said Lot 11, Thence East, along the South line of said Lot 11, a distance of 95.45 feet to the Point of Beginning; Thence North, perpendicular to said Lot line, a distance of 2.00 feet; Thence East, parallel with said Lot line, a distance of 4.00 feet; Thence South, perpendicular to said Lot line, a distance of 2.00 feet to a point on said Lot line; Thence West, along said Lot line, a distance of 4.00 feet to the Point of Beginning.

Maintenance Easement

Commencing at the Southwest corner of said Lot 11, Thence East, along the South line of said Lot 11, a distance of 52.00 feet to the Point of Beginning; Thence North, perpendicular to said Lot line, a distance of 10.00 feet; Thence East, parallel with said Lot line, a distance of 55.00 feet; Thence South, perpendicular to said Lot line, a distance of 10.00 feet to a point on said Lot line; Thence West, along said Lot line, a distance of 55.00 feet to the Point of Beginning.

2848 Fairfax Street Building Park Easements Exhibit



SCALE = 1" = 30'



DRAWN BY: Gregory S. Neitzke PLS
DATE: April 28, 2020
PLOTTED: April 28, 2020

After Recording
Return to: Kathryn Spritzer
City and County of Denver
Division of Real Estate
201 W. Colfax Avenue, Dept. 1010
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WHEREAS, the Grantee is the owner/developer of real property legally described in **Exhibit B** (“Grantee’s Property”).

WHEREAS, the Grantee desires an easement on and under the City’s Property for the construction, maintenance and repair of Grantee’s building adjacent to the City’s Property; and

WHEREAS, the City agrees to grant such easement, subject to the terms and conditions of this Easement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Grant of Easements. The City hereby grants and conveys to Grantee, and its successors and assigns, (i) a temporary construction easement on City’s Property for sole purposes of constructing and installing all or any part or component of Grantee’s two (2) story commercial building (“Improvements”) located on Grantee’s Property which temporary construction easement shall expire on August 15, 2020 (“Temporary Construction Easement Area”), (ii) a permanent easement solely for construction and installation of two (2) support posts, columns and/or footings, other support structures and appurtenances, to support the Improvements on, under, in, within, through and upon that certain portion of the City’s Property as legally described and depicted on **Exhibit C-1** attached hereto and incorporated herein (“Footings Easement Area”), (iii) a permanent easement to access the Improvements for limited time periods solely in order to perform repair, maintenance and replacement of the Improvements, as necessary, over, on and across that certain portion of the City’s Property as legally described and depicted on **Exhibit C-2** attached hereto and incorporated herein (“Maintenance Easement Area”, together with Temporary Construction Easement Area, Footings Easement Area, are collectively referred to herein as “Easement Areas”).

2. Consideration. In consideration of the City granting the Easement rights described herein to Grantee, prior to the Effective Date, Grantee shall pay to the City the sum of Four Hundred Thirty-Two Dollars (\$432.00).

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

4. Retained Rights of the City. The City reserves the right of use, occupancy and ownership of the Easement Areas, including the right to grant use of the Easement Areas to others, but such use, occupancy, grant and ownership shall not unreasonably interfere with the exercise of the rights granted hereunder during the term hereof.

5. Use of Easement Areas. As a condition of granting the Easement, Grantee shall use the Easement Areas as follows:

(a) Prior to any use of the Easement Areas or the commencement of any Improvements, as applicable, Grantee shall obtain all necessary federal, state and local permits for such use or Improvements; Grantee shall comply with the terms of applicable contracts between Grantee and the City; and Grantee shall comply with all applicable laws, rules or regulations of the City, including zoning. Nothing in this Easement shall relieve Grantee or any other party from complying with other regulatory requirements applicable to the uses of the Easement Areas or the Improvements.

(b) The Grantee shall use its best efforts not to disturb or alter the Easement Areas or any portion of the City's Property (without implying a right to use the City's Property other than the Easement Areas), including, but not limited to construction and staging areas, buildings, trees, shrubs, other landscaping, drainage and irrigation systems and shall, at the Grantee's sole cost and expense, in accordance with commercially reasonable standards, restore the Property and Easement Areas, utilities, and improvements to substantially the same condition and grade as the same were in prior to any activity of the Grantee. The Grantee's use of the Easement Areas shall not interfere with the City's ability to use the City's Property. All work done by the Grantee within the Easement Areas shall be done at the Grantee's sole cost and expense, in a good and workmanlike manner, in compliance with all laws and regulations obtaining all necessary permits and free of mechanics' or materialmen's liens. Any repair or replacement of any City facilities on its property made necessary, in the opinion of the City's representative, because of the construction, operation, maintenance, repair, modification, replacement or removal of the Grantee's Improvements, shall be made by the City at the sole expense of the Grantee.

6. Environmental Requirements. As used in this Easement, the following terms shall have the following definitions: (a) "Environmental Laws" means any federal, state and local statute, law, ordinance, regulation, rule, resolution, order, determination, writ, injunction, common law ruling, award, judgments and decrees, relating to the remediation, generation, production, installation, use, storage, treatment, transportation, Release, threatened Release, or disposal of Hazardous Materials, or the protection of human health, safety, natural resources, animal health or welfare, or the environment; (b) "Hazardous Materials" means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material that is listed, classified or regulated pursuant to any Environmental Law; and (c) "Release" means any presence, emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration, or release of Hazardous Materials from any source into or upon the environment, including the air, soil, improvements, surface water, groundwater, the sewer, septic system, storm drain, publicly owned treatment works, or waste treatment, storage, or disposal systems. Grantee, in performing any work in the Easement Areas, shall comply with all Environmental Laws, including but not limited to Environmental Laws regarding the storage, use and disposal of Hazardous Materials and regarding Releases or threatened Releases of Hazardous Materials to the environment. Grantee shall obtain all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements relating to Grantee's performance of any Improvement in the Easement Areas.

7. Insurance. During any period of construction, reconstruction or repair, Grantee shall provide the following insurance for work performed in the Easement Areas:

(a) General Conditions: Grantee agrees to secure, during applicable time periods, the following insurance covering all operations, goods or services provided pursuant to this Easement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Easement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Grantee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Grantee. Grantee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Easement are the minimum requirements, and these requirements do not lessen or limit the liability of the Grantee. The Grantee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Easement.

(b) Proof of Insurance: Grantee shall provide a copy of this Easement to its insurance agent or broker. Grantee may not commence services or work relating to the Easement prior to placement of coverage. Grantee certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, that complies with all insurance requirements of this Easement to the City's Risk Management Office and the Manager of Department of Parks and Recreation. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Easement shall not act as a waiver of Grantee's breach of this Easement or of any of the City's rights or remedies under this Easement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) Additional Insureds: For Commercial General Liability and Auto Liability, Grantee and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) Waiver of Subrogation: For all coverages, Grantee's insurer shall waive subrogation rights against the City.

(e) Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Easement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Grantee. Grantee shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Grantee agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(f) Workers' Compensation/Employer's Liability Insurance: Grantee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Grantee expressly represents to the City, as a material representation upon which the City is relying in entering into this Easement, that none of the Grantee's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Easement, and that any such rejections previously effected, have been revoked as of the date Grantee executes this Easement.

(g) Commercial General Liability: Grantee shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(h) Business Automobile Liability: Grantee shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Easement

(i) Contractor's Pollution Liability: Grantee shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. This insurance requirement may be fulfilled by contractors doing excavation. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

(j) Additional Provisions:

(1) For Commercial General Liability, the policy must provide the following:

- (i) That this Easement is an Insured Contract under the policy;
- (ii) Defense costs are in excess of policy limits;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- (i) The retroactive date must be on or before the Easement date or the first date when any goods or services were provided to the City, whichever is earlier

(3) Grantee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Grantee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

8. Indemnification.

(a) Grantee agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed in and around the Easement Areas pursuant to this Easement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Grantee or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

(b) Grantee’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Grantee’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

(c) Grantee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

(d) Insurance coverage requirements specified in this Easement shall in no way lessen or limit the liability of the Grantee under the terms of this indemnification obligation. The Grantee shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Easement.

9. No Third-Party Beneficiaries. The Parties expressly agree that enforcement of the terms and conditions of this Easement, and all rights of action relating to enforcement, shall be strictly reserved to the City and the Grantee, and nothing contained in this Easement shall give or allow any such claim or right of action by any other person on the Easement.

10. Successors and Assigns. This Easement shall run with the land and the provisions of this Easement shall inure to the benefit of and bind the successors and assigns of the parties and all covenants herein shall apply to and run with the land.

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

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

With copies to: Manager
Department of Parks and Recreation
201 W. Colfax Ave., Dept. 601
Denver, Colorado 80202

Director of Real Estate
1010 W. Colfax Ave., Dept. 1010
Denver, Colorado 80202

If to Grantee: PHC Mixed Use, LLC
c/o HM Capital Group LLC
4045 Pecos Street, Suite 200
Denver, Colorado 80211

12. Severability. Whenever possible, each provision of this Easement shall be interpreted in such manner as to be effective and valid under applicable law; provided however if any provision of this Easement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Easement.

13. Examination of Records. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Owner's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Easement. Grantee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Easement or expiration of the applicable statute of limitations. When conducting an audit of this Easement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Grantee to make disclosures in violation of state or federal privacy laws. Grantee shall at all times comply with D.R.M.C. 20-276.

14. Applicable Law/Venue. This Easement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado. Each and every term, condition, or covenant of this Easement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this Easement as if fully set out by this reference. Venue for any action relating to this Easement shall be in the State District Court in the City and County of Denver, Colorado.

15. No Discrimination in Employment. In connection with the performance of work under this Easement, Grantee agrees not to refuse to hire, discharge, promote or demote, or to discriminate against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert this provision in all subcontracts hereunder.

16. Authority. Each individual executing this Easement on behalf of Grantee represents and warrants that he or she is duly authorized to execute and deliver this Easement on behalf of Grantee.

17. Agreement as Complete Integration; Amendment. This Easement is intended as the complete integration of all understandings between the parties. No subsequent notation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendatory or other easement executed by the parties in the same formality as this Easement.

18. No Personal Liability. No elected official, director, officer, agent or employee of the City nor any director, officer, employee, or personal representative of Grantee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Easement or because of any breach or because of their execution, approval, or attempted execution of this Easement.

19. Conflict of Interest by City Officers. Grantee represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Easement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected officials or employees.

20. Termination. In the event this Easement is canceled, terminated or revoked by either party before the expiration of its Term because Grantee has abandoned the Improvements, Grantee shall at its expense, within ten (10) days remove its entire installation, or such portion thereof as is specified by the Manager of Department of Parks and Recreation, shall restore the Easement Areas to the extent reasonably required by the Manager of Department of Parks and Recreation, except as otherwise provided in this Easement, and upon failure to do so, the City may cause the same to be done at Grantee's expense.

[SIGNATURES PAGES FOLLOW]

Exhibit A
Legal Description of City's Property

Exhibit B
Legal Description of Grantee's Property

Exhibit C-1
Legal Description of Footings Easement Area

Exhibit C-2
Legal Description of Maintenance Easement Area

Exhibit D
Certificate of Insurance

Contract Control Number: FINAN-202054315-00
Contractor Name: PHC MIXED USE LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

Mayor

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

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

Assistant City Attorney

Manager of Finance

By:

Auditor

Contract Control Number:
Contractor Name:

FINAN-202054315-00
PHC MIXED USE LLC

By: Please see attached signature page

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

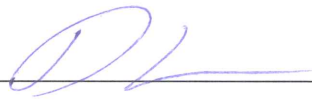
By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

FINAN-202054315-00
PHC MIXED USE LLC

By: 

Name: Ben Maxwell
(please print)

Title: HM Capital Group LLC as Manager
(please print) **by Ben Maxwell, it's Manager**

ATTEST: [if required]

By: _____

Name: _____
(please print)


Title: _____
(please print)

In witness whereof, the parties have executed this Easement as of the date first set forth above.

GRANTEE:

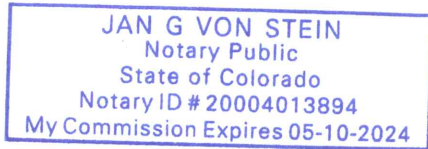
PHC Mixed Use LLC

By: HM Capital Group LLC,
its Manager

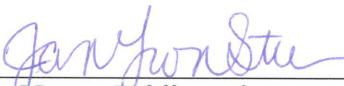
By: 
Name: Ben Maxwell
Title: Manager

STATE OF Colorado
COUNTY OF Denver

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on July 10th, 2020, by Ben Maxwell, who is the Manager of HM Capital Group LLC, which is the Manager of PHC Mixed Use LLC, who are personally known to me or who produced _____ as identification.



(NOTARY SEAL)


Notary Public – Signature

Print Name: Jan G. von Stein
Commission Expires: 5.10.2024



2018158707

Page: 1 of 3

12/14/2018 07:50 AM

R \$23.00

D \$0.00

City & County of Denver

WD

Electronically Recorded

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

E-RECORDED

THIS DOCUMENT WAS RECORDED

CONVENIENCE DEED ONLY
NO STATE DOC FEE REQUIRED

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this 13th day of December, 2018, by PHC MIXED USE LLC, a Colorado limited liability company, whose address is 4045 Pecos Street, Suite 200, Denver, CO 80211 ("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 Ten dollars and 00/100 Dollars (\$10.00) and, 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.

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.

SEE ATTACHED SIGNATURE AND NOTARY PAGE

70553654



Asset Mgmt. # 18-225

Project Description: Exchange w/ Parts

Asset Management Date: 12/21/18

Approved [Signature]

EXHIBIT A

LOTS 7 THROUGH 11, INCLUSIVE, BLOCK 15, PARK HILL ANNEX,
EXCEPT THE EASTERLY 4 FEET OF SAID LOTS AS CONVEYED TO THE CITY AND
COUNTY OF DENVER BY SPECIAL WARRANTY DEED RECORDED JULY 17, 2018
UNDER RECEPTION NO. 2018087288, CITY AND COUNTY OF DENVER, STATE OF
COLORADO.

EXHIBIT B – LEGAL DESCRIPTION of 2848 FAIRFAX STREET

Lots 12 through 16 and the North 8 feet of Lot 17,
Except the East 4 feet,
Block 15,
Park Hill Annex,
City and County of Denver,
State of Colorado

Exhibit C-1

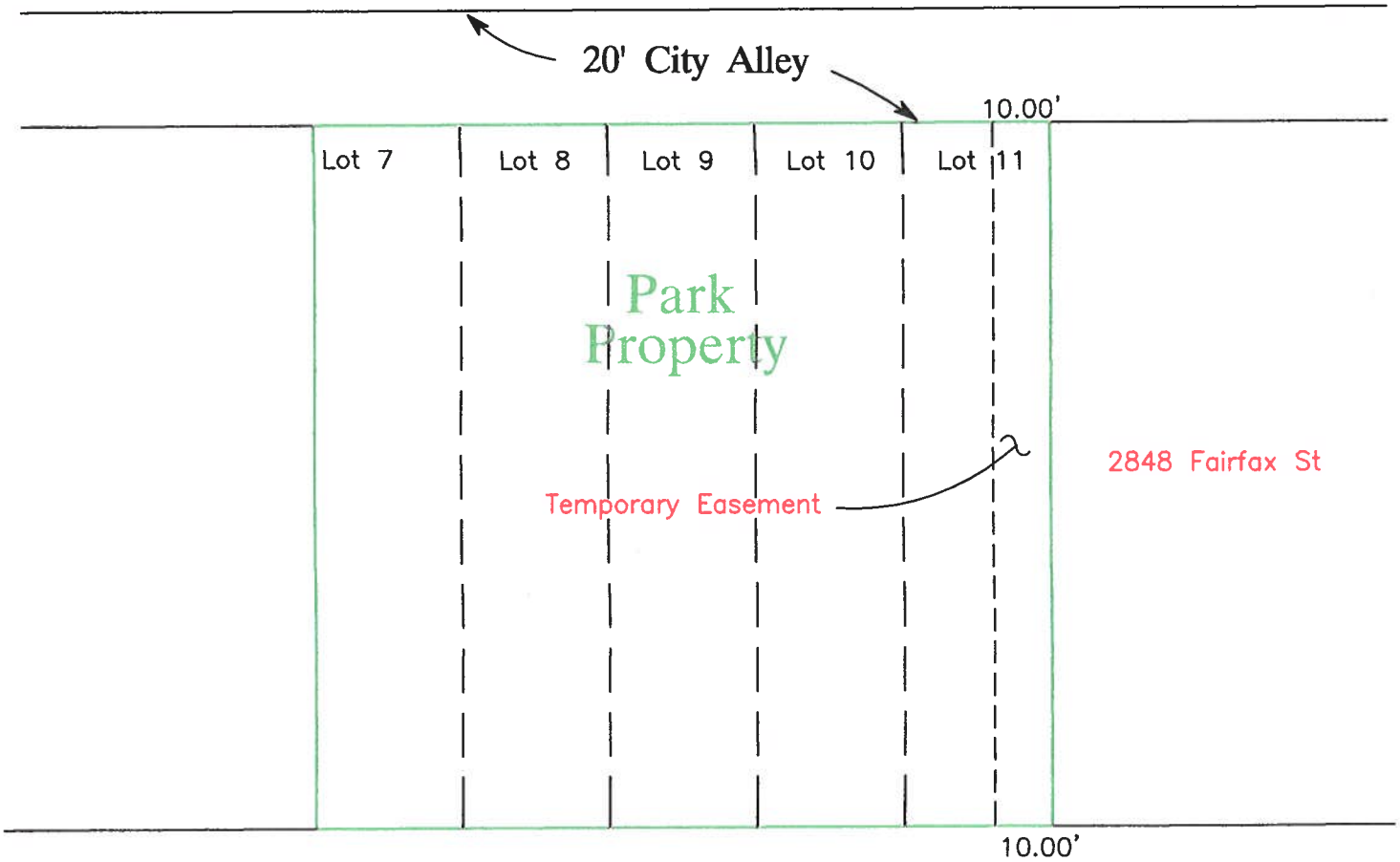
2848 Fairfax - Park Temporary Easement

Legal Description

The South 10.00 feet of Lot 11,
Block 15,
Park Hill Annex,
City and County of Denver,
State of Colorado.

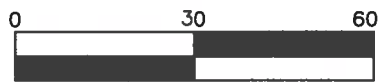
EXHIBIT C-2

2848 Fairfax Street Temporary Easement Exhibit



FAIRFAX STREET

60' R.O.W.



SCALE = 1" = 30'

DRAWN BY: Gregory S. Neitzke PLS
DATE: June 17, 2020
PLOTTED: June 17, 2020



2848 Fairfax Building Easements

Legal Descriptions

Three easements being a portion of Lot 11, Block 15, Park Hill Annex, City and County of Denver, State of Colorado, more particularly described as follows:

Footer Easement 1

Commencing at the Southwest corner of said Lot 11, Thence East, along the South line of said Lot 11, a distance of 60.33 feet to the Point of Beginning; Thence North, perpendicular to said Lot line, a distance of 2.00 feet; Thence East, parallel with said Lot line, a distance of 4.00 feet; Thence South, perpendicular to said Lot line, a distance of 2.00 feet to a point on said Lot line; Thence West, along said Lot line, a distance of 4.00 feet to the Point of Beginning.

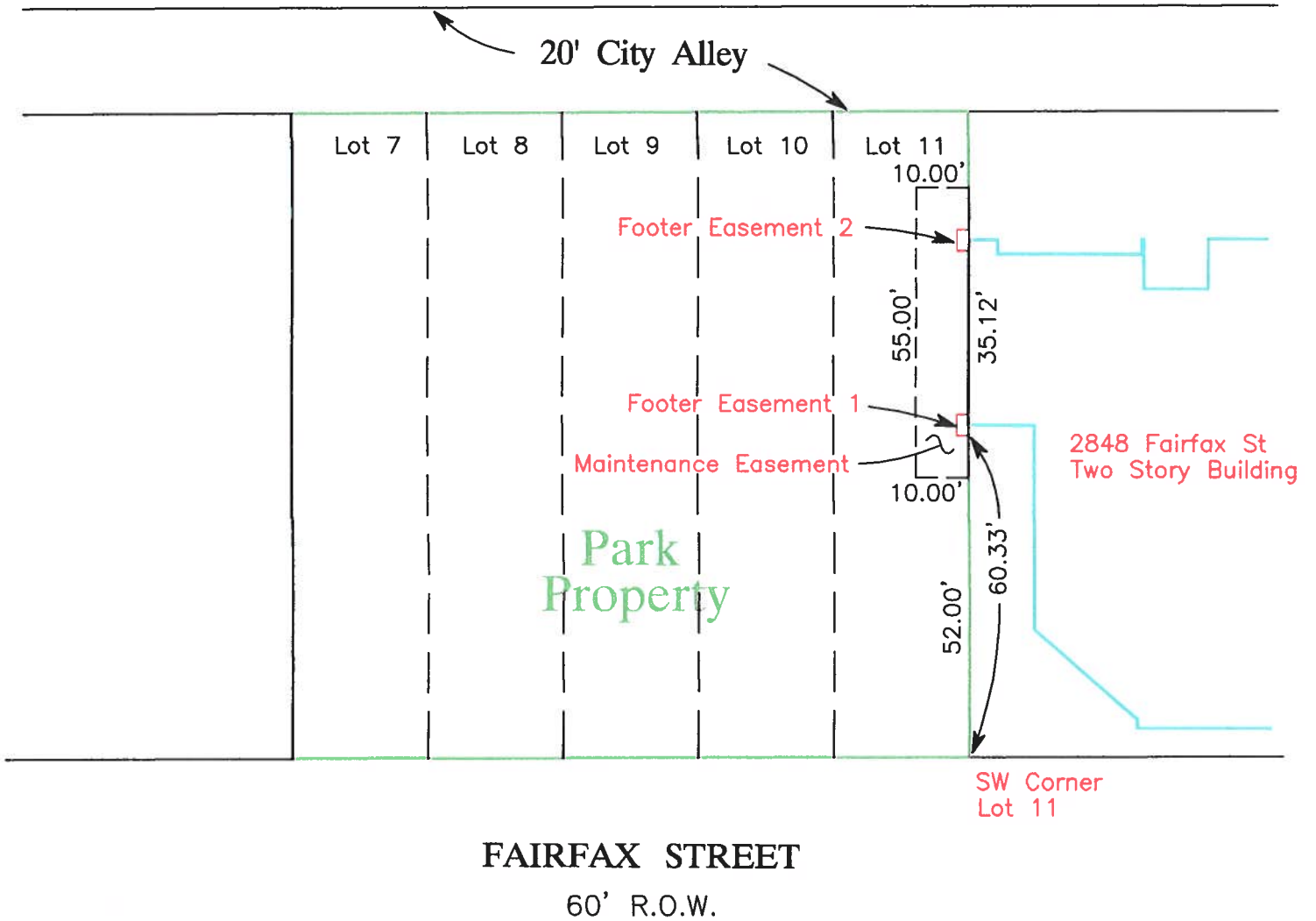
Footer Easement 2

Commencing at the Southwest corner of said Lot 11, Thence East, along the South line of said Lot 11, a distance of 95.45 feet to the Point of Beginning; Thence North, perpendicular to said Lot line, a distance of 2.00 feet; Thence East, parallel with said Lot line, a distance of 4.00 feet; Thence South, perpendicular to said Lot line, a distance of 2.00 feet to a point on said Lot line; Thence West, along said Lot line, a distance of 4.00 feet to the Point of Beginning.

Maintenance Easement

Commencing at the Southwest corner of said Lot 11, Thence East, along the South line of said Lot 11, a distance of 52.00 feet to the Point of Beginning; Thence North, perpendicular to said Lot line, a distance of 10.00 feet; Thence East, parallel with said Lot line, a distance of 55.00 feet; Thence South, perpendicular to said Lot line, a distance of 10.00 feet to a point on said Lot line; Thence West, along said Lot line, a distance of 55.00 feet to the Point of Beginning.

2848 Fairfax Street Building Park Easements Exhibit



SCALE = 1" = 30'



DRAWN BY: Gregory S. Neitzke PLS
DATE: April 28, 2020
PLOTTED: April 28, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER Phil Broncucia Agency 1970 Kipling Street Lakewood, CO 80215 303-991-7180 CONTACT NAME: PHONE (A/C, No, Ext): 303-991-7180 FAX (A/C, No): 303-238-7345 INSURER(S) AFFORDING COVERAGE INSURER A: Clear Blue Specialty Ins. Co. NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of Denver, its elected and appointed officials, employees and volunteers are listed as additional insured in regards to leased property at 2868 Fairfax St. Denver, CO 80207. SIR \$15,000 defense outside the limits.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City and County of Denver 201 W. Colfax Ave. Denver, CO 80202 CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: John Booth