

**ACCESS EASEMENT
(17971 West Alameda Parkway)**

THIS ACCESS EASEMENT (the "**Access Easement**") is granted this _____ day of November, 2016, by **City and County of Denver**, a home rule city and municipal corporation of the State of Colorado ("**Grantor**") whose address is 1437 Bannock Street, Denver, Colorado 80202 to 17971 West Alameda Parkway, LLC, a Colorado limited liability company, whose address is 17971 West Alameda Parkway, Golden, Colorado, 80401 ("**Grantee**").

RECITALS

- A. Grantor owns fee title to a tract of land located in Jefferson County, Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference ("Grantor Parcel"); and
- B. Grantee owns fee title to a tract of land located in Jefferson County, Colorado, more particularly described on **Exhibit B**, attached hereto and incorporated herein by this reference ("Grantee Parcel"); and
- C. Grantor's Parcel contains a portion of an existing access road allowing access to the Grantee's Parcel; and
- D. Grantee's parcel does not abut a publicly dedicated road, and therefore access to and from a publicly dedicated road requires Grantee to traverse the Grantor parcel in the general location of which is depicted on **Exhibit C**, and the particular location of which is legally described on **Exhibit D**, which exhibits are attached hereto and incorporated herein by this reference, (hereinafter the "**Access Road**"); and
- E. Grantor desires to grant to Grantee an access easement across the Access Road for ingress and egress to the Grantee parcel for those purposes set forth herein, and effective upon recordation of this Easement.

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

1. Grant of Easement. Grantor does hereby grant to Grantee a non-exclusive perpetual appurtenant easement for pedestrian and vehicular ingress, egress and access to the Grantee's Parcel, and for utility lines necessary to serve the Grantee Parcel consisting of only the rights hereinafter set forth, over and across the Access Road that crosses that

portion of Grantor's Parcel described on **Exhibit D**, subject to the terms and conditions set forth herein. The Access Easement is for the benefit of the Grantee Parcel and burdens the Grantor Parcel.

2. Limitations. The Access Easement shall be limited to use of the Access Road and existing utilities supporting the limited use set forth below. This right shall not include the right to allow use of the Access Road by members of the general public, except that Grantee's invitees and contractors shall be permitted to use the Access Road. No other use of the Access Road may be made by Grantee without the prior consent of Grantor, which may be withheld by Grantor in its sole and absolute discretion. In addition, Grantee agrees to limit the use of the Access Road to support its current use of a working ranch with stables and yard, ancillary storage buildings and outdoor areas, and residential uses consisting of no more than two single family residences.

3. Maintenance. Grantor shall not have any responsibility to maintain the Access Road, but expressly reserves the right, but not the obligation, to maintain the Access Road. Prior to Grantor exercising its right to maintain the Access Road, Grantor shall provide Grantee with fifteen (15) days prior written notice describing the maintenance that is proposed to be conducted. Grantee shall maintain the Access Road in a manner consistent with its current and historical condition. In the event Grantee wishes to improve the condition of the Access Road above its current and historical condition, Grantee shall provide a written request to Grantor, which request shall include information describing the type of improvement to the Access Road, the materials to be utilized, and the timing of the improvement work. Grantor may approve or deny the request in its reasonable discretion.

4. Gates. Neither party shall have the right to install any gates across the Access Road on the Grantor Parcel.

5. Termination. This Access Easement shall be perpetual.

6. Successors and Assigns. This Access Easement shall be binding upon the parties and their respective successors and assigns.

7. No Third Party Beneficiaries. This Access Easement is granted by Grantor to Grantee, and is solely for the benefit of Grantor and Grantee, and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor and Grantee.

8. Amendment/Severability. The parties shall only amend this Access Easement in a fully executed written amendment, signed by all parties, and recorded in the records of the Clerk and Recorder of Jefferson County. If any term of this Access Easement or any application thereof shall be invalid or unenforceable, the remainder of this Access Easement and any other application of such term shall not be affected thereby.

9. Miscellaneous. This Access Easement shall be governed and construed in accordance with the laws of the State of Colorado. Any notice required or permitted to

be given hereunder shall be given to the party by personal delivery or certified U.S. Mail, return receipt requested, and shall be effective upon delivery if sent by personal delivery or three days after being deposited in the United States Mail if sent by certified mail, at the address stated above or to such other address as the addressee may designate from time to time by written notice.

10. Recording. This document shall be recorded in the records of the Clerk and Recorder of Jefferson County, Colorado.

11. Miscellaneous.

- a. Binding. This document is expressly subject to, and shall not be or become effective or binding on the City, until approved by the Denver City Council and is fully executed by all the signatories of the City and County of Denver.
- b. Authority. Grantee represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Grantee.
- c. Notices. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, or via nationally recognized overnight courier, 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 the City: Mayor
 City and County of Denver
 1437 Bannock Street, Room 350
 Denver, Colorado 80202

With copies to: Denver City Attorney
 1437 Bannock Street, Room 353
 Denver, Colorado 80202

 Executive Director
 Arts & Venues, City and County of Denver
 1345 Champa Street
 Denver, Colorado 80204

If to the Grantee: 17971 West Alameda Parkway, LLC
 17971 West Alameda Parkway
 Golden, Colorado 80401

12. Indemnity. Grantee shall defend, indemnify, and save harmless Grantor, its officers, agents and employees from any and all losses, damages, claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including without limitations claims of or by anyone whomsoever, that Grantor may sustain or on account of injuries to the person or property of Grantor, its agents or employees or to injuries or death of any other person rightfully on the Access Road for any purpose whatsoever, where the injuries are caused by the negligence or misconduct of Grantee, Grantee's agents, employees, assignees, or of any other person entering the Access Road under express or implied invitation of the Grantee or where such injuries are the result of the violation of the provisions of this agreement by any of such persons. This indemnity shall survive the termination of this agreement.

IN WITNESS WHEREOF, the parties have executed and affixed their seals, if any, at Denver, Colorado as of: _____.

GRANTOR

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:
Attorney for the City and County of Denver

By: _____

ACCEPTED AND AGREED BY:

17971 West Alameda Parkway, LLC
a Colorado limited liability company



By: Dyllan Greer and Cheyanne Greer
Its Members



STATE OF COLORADO)
 Jefferson) ss.
COUNTY OF ~~DENVER~~)

The foregoing instrument was acknowledged before me this 11 day of November, 2016,
by Dyllan Greer and Cheyanne Greer as, Members of 17971 West Alameda Parkway,
LLC.

Witness my hand and official seal.

(Seal)





NOTARY PUBLIC

My Commission Expires: March 29, 2020

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR PARCEL

THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION, AS MONUMENTED BY A STONE WITH A CROSS, WHENCE THE WEST QUARTER CORNER OF SAID SECTION, AS MONUMENTED BY A 4-INCH CROSS ON A SANDSTONE LEDGE, BEARS SOUTH 00 DEGREES 05 MINUTES 22 SECONDS EAST 2624.54 FEET;
RUNNING THENCE NORTH 89 DEGREES 34 MINUTES 05 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1300.00 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 26;
THENCE SOUTH 19 DEGREES 26 MINUTES 48 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 10.58 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 34 MINUTES 05 SECONDS WEST 226.41 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 30 SECONDS EAST 179.90 FEET;
THENCE NORTH 89 DEGREES 33 MINUTES 51 SECONDS EAST 247.45 FEET, MORE OR LESS, TO SAID WESTERLY RIGHT-OF-WAY LINE;
THENCE FOLLOWING SAID RIGHT-OF-WAY LINE, SOUTH 14 DEGREES 27 MINUTES 55 SECONDS EAST 95.20 FEET;
THENCE SOUTH 36 DEGREES 43 MINUTES 10 SECONDS EAST 158.10 FEET;
THENCE SOUTH 29 DEGREES 30 MINUTES 40 SECONDS EAST 250.96 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RED ROCKS PARK ROAD, AS DESCRIBED IN A DEED RECORDED IN BOOK 379 AT PAGE 198 OF THE JEFFERSON COUNTY RECORDS, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTH WITH A 402.25-FOOT RADIUS AND A 70 DEGREES 21 MINUTES CENTRAL ANGLE;
THENCE FOLLOWING SAID CURVE ON SAID NORTHERLY RIGHT-OF-WAY LINE, 68.43 FEET (CHORD BEARING SOUTH 72 DEGREES 11 MINUTES 21 SECONDS WEST 68.3459 FEET) TO A POINT OF COMMON CURVATURE OF A CURVE TO THE LEFT WITH A 510.28-FOOT RADIUS AND A 71 DEGREES 38 MINUTES CENTRAL ANGLE;
THENCE 46.57 FEET ALONG SAID CURVE;
THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 21 DEGREES 01 MINUTES 56 SECONDS WEST 164.05 FEET;
THENCE SOUTH 68 DEGREES 59 MINUTES 32 SECONDS WEST 208.59 FEET;
THENCE SOUTH 21 DEGREES 01 MINUTES 14 SECONDS EAST 237.61 FEET, MORE OR LESS, TO SAID NORTHERLY RIGHT-OF-WAY LINE ON SAID 510.28 FOOT RADIUS CURVE;
THENCE FOLLOWING SAID CURVE AND RIGHT-OF-WAY LINE 368.44 FEET (CHORD BEARING SOUTH 16 DEGREES 22 MINUTES 03 SECONDS WEST 360.4889 FEET) TO ITS POINT OF TANGENCY;
THENCE SOUTH 04 DEGREES 19 MINUTES 03 SECONDS EAST 76.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A 616.78-FOOT RADIUS AND A 16 DEGREES 53 MINUTES CENTRAL ANGLE;
THENCE 181.75 FEET ALONG SAID CURVE TO ITS POINT OF TANGENCY;
THENCE SOUTH 12 DEGREES 33 MINUTES 57 SECONDS WEST 137.87 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 24 DEGREES 10 MINUTES 33 SECONDS WEST 70.00 FEET;

THENCE SOUTH 70 DEGREES 15 MINUTES 02 SECONDS WEST 173.11 FEET;
THENCE NORTH 27 DEGREES 56 MINUTES 42 SECONDS WEST 403.59 FEET;
THENCE NORTH 70 DEGREES 17 MINUTES 46 SECONDS EAST 218.83 FEET;
THENCE SOUTH 27 DEGREES 52 MINUTES 23 SECONDS WEST 208.69 FEET;
THENCE SOUTH 70 DEGREES 14 MINUTES 39 SECONDS WEST 219.02 FEET;
THENCE SOUTH 60 DEGREES 38 MINUTES 10 SECONDS WEST 250.00 FEET;
THENCE NORTH 21 DEGREES 26 MINUTES 25 SECONDS WEST 627.98 FEET;
THENCE NORTH 89 DEGREES 22 MINUTES 43 SECONDS EAST 251.65 FEET;
THENCE NORTH 12 DEGREES 44 MINUTES 39 SECONDS WEST 147.74 FEET;
THENCE NORTH 71 DEGREES 17 MINUTES 40 SECONDS WEST 471.19 FEET, MORE OR
LESS TO THE WEST LINE OF SAID NORTHWEST QUARTER;
THENCE NORTH 00 DEGREES 05 MINUTES 22 SECONDS WEST ALONG SAID WEST LINE,
233.25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT B
LEGAL DESCRIPTION OF GRANTEE PARCEL

PARCEL A:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 70 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 26 BEING N00°16'06"W AND MONUMENTED AS FOLLOWS:

-NORTHWEST CORNER SECTION 26 BEING A FOUND STONE AS DESCRIBED IN MONUMENT RECORD DATED DECEMBER 20, 2011.

-WEST QUARTER CORNER SECTION 26 BEING A 4" CHISELED CROSS ON SANDSTONE LEDGE AS DESCRIBED IN MONUMENT RECORD DATED JULY 9, 1990.

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 26;

THENCE N00°16'06"W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 26 A DISTANCE OF 1,655.42 FEET TO THE POINT OF BEGINNING;

THENCE N00°16'06"W CONTINUING ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 26 A DISTANCE OF 435.48 FEET;

THENCE N89°11'59"E A DISTANCE OF 226.80 FEET;

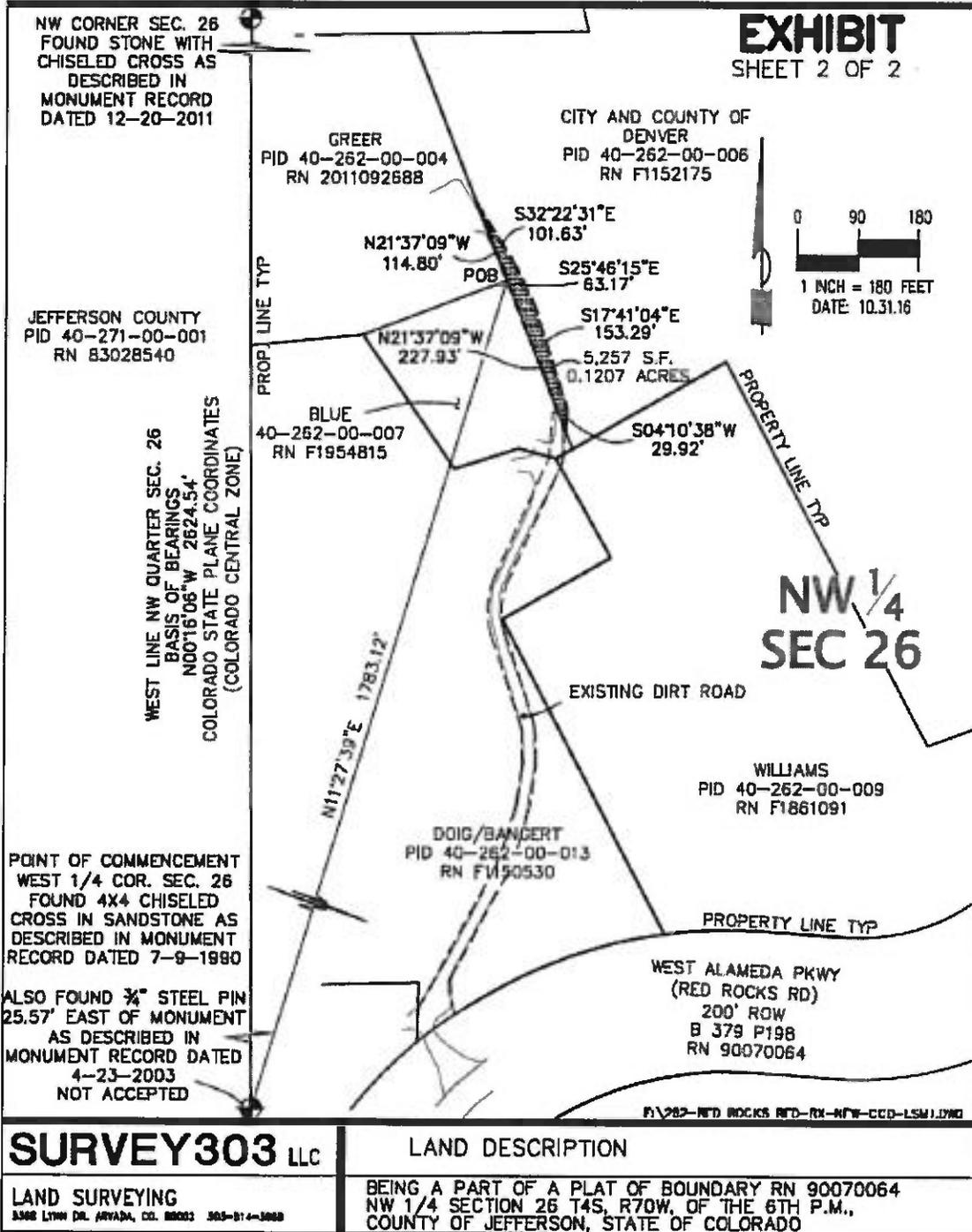
THENCE S21°37'09"E A DISTANCE OF 372.70 FEET;

THENCE S69°21'25"W A DISTANCE OF 217.90 FEET;

THENCE S84°27'33"W A DISTANCE OF 158.89 FEET TO THE POINT OF BEGINNING;

COUNTY OF JEFFERSON, STATE OF COLORADO.

EXHIBIT C
DEPICTION OF ACCESS EASEMENT
17971 West Alameda Parkway



**EXHIBIT D
LEGAL DESCRIPTION OF ACCESS EASEMENT**

A PARCEL OF LAND BEING A PORTION OF A PARCEL OF LAND RECORDED AT RECEPTION NO. F1152175 AND LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, T4S, R70W, OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 26 BEING N 00°16'06" W AND MONUMENTED AS FOLLOWS:

-NORTHWEST CORNER SECTION 26 BEING A FOUND STONE AS DESCRIBED IN MONUMENT RECORD DATED 12-20-2011.

-WEST QUARTER CORNER SECTION 26 BEING A 4" CHISELED CROSS ON SANDSTONE LEDGE AS DESCRIBED IN MONUMENT RECORDED DATED 7-9-1990.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 26;

THENCE N11°27'39"E A DISTANCE OF 1783.12 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2011092688 SAID POINT BEING A FOUND NO. 4 REBAR WITH 1" BLUE PLASTIC CAP, PLS 36561 AND THE **POINT OF BEGINNING;**

THENCE N 21°37'09" W ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 2011092688 A DISTANCE OF 114.80 FEET;

THENCE S 32°22'31" E A DISTANCE OF 101.63 FEET;

THENCE S 25°46'15" E A DISTANCE OF 63.17 FEET;

THENCE S 17°41'04" E A DISTANCE OF 153.29 FEET;

THENCE S 04°10'38" W A DISTANCE OF 29.92 FEET TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. F1954815;

THENCE N 21°37'09" W ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. F1954815 A DISTANCE OF 227.93 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 5257 S.F. OR 0.1207 ACRES MORE OR LESS.