

FOR RECORDER'S USE ONLY:

WHEN RECORDED, MAIL TO:

**PARTIAL RELEASE
OF
USE RESTRICTION AND RIGHT OF REENTRY**

THIS PARTIAL RELEASE OF USE RESTRICTION AND RIGHT OF REENTRY dated this _____ day of _____, 2020 is from THE CITY AND COUNTY OF DENVER, a Colorado municipal corporation and home rule city (the "City"), for the benefit of the METROPOLITAN FOOTBALL STADIUM DISTRICT, a Colorado special district organized and existing by the virtue of C.R.S. §32-15-101 et seq. (the "District").

RECITALS

1. By Property Deed (Statutory Bargain and Sale) recorded in the real property records of the City and County of Denver, State of Colorado on June 12, 2002 at Reception No. 2002105109 (the "Subject Deed"), the City conveyed to the District that certain real property described therein located in the City and County of Denver, State of Colorado and commonly known as Stadium Parcels B6, B7 and B8 ("Stadium Lot N Land").
2. The Subject Deed contains certain restrictions and a right of reentry, in favor of the City.
3. The District has agreed to convey to the Housing Authority of the City and County of Denver, a Colorado quasi-municipal corporation ("DHA"), and DHA has agreed to acquire from the District, those portions of the Stadium Lot N Land described in Exhibit A attached hereto (the "DHA Parcel").
4. Pursuant to Ordinance No. _____, the City has agreed to release the restriction and right of reentry contained in the Subject Deed as to the DHA Parcel immediately prior to the conveyance of the DHA Parcels from the District to DHA.

RELEASE

1) The City hereby releases the DHA Parcel from the use restriction and right of reentry contained in the Subject Deed and agrees that the following language contained in the Subject Deed shall not apply to the DHA Parcel:

This Deed is made on the condition that all and any portion of the Property be used only for the following uses (collectively, the "Permitted Uses"): (i) hosting of football

games by a National Football League ("NFL") franchise or successor organization (the "Football Use"), and any uses directly related thereto (including, but not limited to, practices, workouts and exhibitions); (ii) hosting college football games (including, but not limited to, practices, workouts and exhibitions); (iii) sporting events and related functions (including, but not limited to, practices, workouts and exhibitions); (iv) music concerts and shows; (v) conventions and similar events and activities; (vi) administrative offices related to the operation of the stadium and its tenants and users; (vii) food and beverage service including restaurants and clubs; (viii) event related exhibits and promotions allowed by the Property's zoning, the Denver Zoning Code and other City regulations; (ix) parking for any uses allowed pursuant to the Property's zoning, the Denver Zoning Code and other City regulations; (x) community and charitable events; and (xi) other purposes reasonably related to the operation of a football stadium, considering ordinary and customary ancillary uses to a stadium. No free-standing facilities larger than 100 square feet and within 200 feet of each other, containing restaurants or retail sales, shall be allowed on the Property outside the stadium structure. If the Property is not used for the Football Use for a consecutive twelve month period, or if the Property or any portion thereof is ever used for other than the Permitted Uses for a consecutive twenty-four month period, the City or its governmental successors shall have a right of reentry, exercisable by giving written notice by certified mail or personal service to the District or its successors or assigns of the failure to use the Property for the Football Use or the Permitted Uses, as applicable. District or its successors or assigns shall have five years from the date of such written notice to cure the breach ("Cure Period"). If the District, or its successors or assigns, fails to cure the breach within the Cure Period, upon written demand from the City, the District or its successors or assigns shall immediately and without any legal action or other affirmative conduct by the City, convey title to the entire Property if the failure was as to the Football Use, or the relevant portion thereof which is not being used for the Permitted Uses, to the City by Bargain and Sale Deed, including all improvements thereon, free and clear of all liens and encumbrances except any encumbrances existing at the time of the conveyance of the Property to the District by the City pursuant to this Deed, and any easements granted to the providers of utility services to the Property. If the District or its successors or assigns fails to diligently and actively pursue curing the breach during the Cure Period, the Cure Period may be terminated or truncated in the sole discretion of the City and the City may immediately send the written demand for a deed described above. Failure of the City to exercise its right of reentry upon a particular breach shall not preclude the City exercising its right of reentry for another and subsequent breach.

2) Except as modified hereby the provisions and rights contained in the Subject Deed shall remain in full force and effect.

EXECUTED as of date first set forth above.

ATTEST:

CITY AND COUNTY OF DENVER, a
Colorado municipal corporation

Clerk and Recorder

By: _____
Mayor

APPROVED AS TO FORM:

KRISTIN BRONSON, Attorney for the City
and County of Denver

By: _____
Assistant City Attorney

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, as Mayor of the City and County of Denver.

EXHIBIT A

**PARTIAL RELEASE OF USE RESTRICTION
AND RIGHT OF REENTRY**

PARCEL A

A PARCEL OF LAND BEING LOTS 13-36, BLOCK 4 OF FAIRVIEW TOGETHER WITH THAT PORTION OF THE TEN FOOT (10') VACATED ALLEY PER ORDINANCE NO. 618 SERIES OF 2006 RECORDED AT RECEPTION NO. 2006155051 IN THE RECORDS OF THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RANGE POINT AT THE INTERSECTION OF WEST 13TH AVENUE AND DECATUR STREET;
THENCE NORTH 69°44'43" EAST A DISTANCE OF 59.51 FEET TO THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF LOT 25, BLOCK 4 OF FAIRVIEW;
THENCE NORTH 00°28'02" WEST, ALONG THE WEST LINE OF LOTS 24 AND 25, BLOCK 4 OF FAIRVIEW, A DISTANCE OF 250.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 24;
THENCE NORTH 89°22'17" EAST, ALONG THE NORTH LINES OF LOTS 13-24, BLOCK 4 OF FAIRVIEW, A DISTANCE OF 300.06 FEET TO THE NORTHEAST CORNER OF LOT 13, BLOCK 4 OF FAIRVIEW;
THENCE SOUTH 00°26'52" EAST, ALONG THE EAST LINE OF LOTS 13 AND 36, BLOCK 4 OF FAIRVIEW, A DISTANCE OF 250.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 36;
THENCE SOUTH 89°22'55" WEST, ALONG THE SOUTH LINES OF LOTS 25-36, BLOCK 4 OF FAIRVIEW, A DISTANCE OF 299.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 75,016 SQUARE FEET OR 1.72 ACRES, MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE TWENTY FOOT (20') RANGE LINE OF WEST 13TH AVENUE SOUTH OF BLOCK 4 OF FAIRVIEW AS MONUMENTED BY A 2" ALUMINUM CAP STAMPED LS 24942 IN A RANGE BOX AT THE WEST END OF 13TH AVENUE AND BY A 3-1/4" ALUMINUM CAP STAMPED LS 38026 IN A RANGE BOX TO THE EAST ON WEST 13TH AVENUE AND BEARS NORTH 89°22'55" EAST.

PREPARED BY: GERALD MATT NICHOLS, PLS
PLS 38026
ON BEHALF OF: SURVEY SYSTEMS, INC.
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