

TEMPORARY CONSTRUCTION LICENSE AGREEMENT
FOR CRANE RIGHTS, CONSTRUCTION STAGING, CONSTRUCTION SHORING
AND TRAIL CONSTRUCTION ACTIVITIES

THIS TEMPORARY CONSTRUCTION LICENSE AGREEMENT FOR CRANE RIGHTS, CONSTRUCTION STAGING, TRAIL CONSTRUCTION ACTIVITIES (this "**License Agreement**") is made as of the date set forth on the City signature page ("**Effective Date**"), by and between **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("**City**") and **1710 PLATTE ASSOCIATES, LLC**, a Delaware limited liability company ("**Licensee**"), whose address is 1225 17th St., Suite 3175, Denver, Colorado 80202. City and Licensee are sometimes referred to herein individually as a "**Party**" or collectively as the "**Parties.**"

RECITALS

A. The City is the owner of that certain real property located in the City and County of Denver, more particularly described on **Exhibits A, B and C** attached hereto ("**City Property**").

B. Licensee is the owner of the real property more particularly described on **Exhibit D** attached hereto and incorporated herein by this reference (the "**Benefited Property**"). Licensee will be developing a mixed use project on the Benefited Property (the "**Project**").

C. Licensee desires the various temporary licenses over the City Property for various purposes and activities set forth herein on the terms and conditions set forth herein and depicted on **Exhibit E** attached hereto and incorporated herein by this reference.

GRANT OF LICENSE

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

1. **Grant of License.** The City does hereby grant to Licensee a temporary license to utilize the City Property for the following purposes associated with its construction of the Project on the Benefited Property (the "**Temporary License**"):

(a) A temporary exclusive license on, across, under and over the City Property located adjacent to the Benefited Property for the purpose of coordinating and staging materials, equipment and supplies, parking, office/storage trailers, fork lifts and light trucks, and other reasonable uses in connection with the construction of the Project improvements on the Benefited Property (the "**Construction Staging License Activity**"). The Construction Staging License Activity will also include erecting a fence around all or a portion of the City Property and closing access to vehicles and pedestrians while conducting the License Activities described herein. Materials will be stored in compliance with state and local stormwater/erosion control permits.

(b) A temporary exclusive license over the City Property, including within the air space located above the City Property, for the operation of a construction crane, staging and contractor parking for the construction of the Project on the Benefited Property. Operation of the crane shall be limited to swinging the crane jib during construction and allowing the crane jib to weather vane when not in use (the "**Crane Operation License Activity**").

(c) A temporary exclusive license over the City Property for water treatment during construction. Water treatment equipment may include, but is not limited to tanks, pumps, and filters required for treatment of water to levels satisfactory to the State of Colorado (the “**Water Treatment License Activity**”). Filter media shall be disposed of off-site.

(d) A temporary exclusive license over the City Property for temporary construction shoring for the Project. The construction shoring system utilizes tie backs, installed from the Benefitted Property and encroach onto City Property (the “**Temporary Construction Shoring License Activity**”).

(e) A temporary non-exclusive license over the City Property for the construction, installation, reconstruction, maintenance and repair of certain pedestrian trails and appurtenant improvements (the “**Trails**”) on the City Property as required by this License Agreement, (the “**Trail Construction and Maintenance License Activity**”).

(f) For the purposes of this License Agreement, the Construction Staging License Activity, the Crane Operation License Activity, the Water Treatment License Activity, the Temporary Construction Shoring Activity and the Trail Construction and Maintenance License Activity are collectively referred to as the “**License Activities**”. All of the License Activities also include the right of ingress and egress in, to, through, over, under, above and across the City Property, as needed, for access to and from specific portions of the City Property in order to conduct and perform the License Activities.

2. **Term.**

(a) The Temporary License for the Construction Staging License Activity, the Crane Operation License Activity, and the Water Treatment License Activity shall commence on the Effective Date of this License Agreement and shall expire on the date a final certificate of occupancy has been issued for the Project.

(b) The Temporary License for the Temporary Construction Shoring License Activity shall commence on the Effective Date of this License Agreement and shall expire on the date on which a Permanent Easement or other permanent rights are granted by the City to Licensee as owner of the Benefitted Property for the benefit of the Project.

(c) The Temporary License for the Trail Construction and Maintenance License Activity shall commence on the Effective Date of this License Agreement and shall expire on the earlier of (i) six months following the date on which a final certificate of occupancy has been issued for the Project, or (ii) the date on which a Permanent Easement or other permanent rights are granted by the City to Licensee for access to the Trails for construction, maintenance, repair and replacement of the Trail as required herein.

3. **Termination.** Prior to expiration of the Temporary License (as described above), this License Agreement may be terminated or suspended, in whole or in part, by (a) the Manager of Parks and Recreation, in his/her reasonable discretion, if the City Property is needed by the City for health, safety or emergency purposes; or (b) resolution passed by the Denver City Council; or (c) written consent of the owners of the City Property and the Benefitted Property; or (d) the Manager of Parks and Recreation if License Activities are abandoned for a period of six (6) months; or (e) the

Manager of Parks and Recreation for an uncured breach of this License Agreement by Licensee. Notwithstanding the foregoing, except in the event of an uncured breach by Licensee of this License Agreement, this License Agreement shall not be terminated as to the Temporary Construction Shoring License Activity unless a permanent easement or other necessary permanent rights for the use and maintenance of the Temporary Construction Shoring License Activity is also granted with such early termination.

4. **Locations and Specific Requirements for License Activities.**

(a) The Construction Staging License Activity and the Crane Operation License Activity shall be conducted in the general areas depicted for such Licensed Activities on the site plan attached hereto as **Exhibit E** (the "**Site Plan**").

(b) The Temporary Construction Shoring License Activity shall be conducted within the Extent of Shoring Tiebacks area detailed on **Exhibit C**. The Temporary Construction License Activity shall be constructed by Licensee in accordance with Plans and Specifications approved by the City.

(c) The Trail Construction and Maintenance License Activity shall be conducted in the areas depicted on the Site Plan for the Trail. The Trail improvements shall be constructed by Licensee in accordance with Plans and Specifications approved by the City's Manager of Parks and Recreation. Utilities required for the subject site will initially be obtained by connection to Licensee's sources for water and electricity, although the Manager of Parks and Recreation may authorize the use of different connections. The Trail Construction and Maintenance License Activity shall also include Licensee's obligation to facilitate the connections necessary to provide water and electricity for Trail improvements north and south of the subject site. Maintenance of the Trail shall be performed by Licensee to at least the same Denver Parks and Recreation maintenance standards as other similar trails, including landscaping and other trail appurtenances that are maintained by the City.

5. **Covenants of Licensee.** In exercising the rights granted hereunder utilizing the Temporary License on and across the City Property, and performing the License Activities, Licensee shall comply with the following:

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

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

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

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

(e) Licensee shall comply with all applicable federal, state and local laws, rules and ordinances in connection with its use of the City Property and shall obtain all permits and approvals required by applicable governmental or quasi-governmental entities in connection with the License Activities and use of the City Property as permitted hereunder.

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

(g) Licensee shall utilize the Temporary License in such a manner so as to avoid, or minimize to the fullest extent possible, any interruption of or interference with the City's use of the City Property.

(h) Licensee shall obtain, keep in force and maintain at no cost to City, until expiration or termination of this Temporary License Agreement, and shall provide to the City's Manager of Parks and Recreation and Risk Manager with certificates of insurance as follows:

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

(ii) Worker's compensation insurance, with statutory coverage, shall be maintained by Licensee or Licensee's General Contractor, as applicable.

The policies of insurance required under this subsection (h), shall be reasonably satisfactory to the City's Manager of Parks and Recreation and Risk Manager, shall, for commercial general liability, list the City as an Additional Insured, shall be placed with financially sound and reputable insurers licensed to transact business in the State of Colorado, and shall require the insurer to give at least thirty (30) days' advance written notice to the City's Manager of Parks and Recreation and Risk Manager prior to cancellation or change in coverage. Licensee shall provide certified copies of all policies of insurance required under this subsection, to the City's Manager of Parks and Recreation and Risk Manager upon request. For all insurance required to be carried, Licensee shall require its insurer(s) to provide the City and its respective commissioners, directors, officers, employees

and agents with waivers of subrogation. To the extent available in the insurance industry at a commercially reasonable price, all policies required to be obtained by Licensee shall be written as “occurrence” policies and not as “claims-made” policies.

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

6. **Crane Use Standards.** The installation and use of the crane shall comply in all respects to applicable federal, state and municipal permits, licenses and approvals and shall be subject to the terms and conditions of this License Agreement including the conditions listed below (such conditions the “**Crane Operation Conditions**”). The following Crane Operation Conditions shall apply for so long as the crane remains in place:

(a) Licensee shall, or through its general contractor shall, retain a crane operator to install, operate, and dismantle the crane that has at least the following qualifications: (i) has been in business for a period of at least five (5) years, (ii) has not had any claims as a result of prior operations within the prior three (3) year period that are not covered by insurance (excepting therefrom, normal deductibles in the crane industry), and (iii) maintains liability insurance at least equal to that required in Section 5(h). The crane operator for the Project shall at all times have radio, telephonic or other means of real-time voice communication with the Licensee and its general contractor.

(b) Prior to construction of the crane, Licensee shall identify the operator of the crane and such operator's designated representative for operations at the Project which information may be changed upon five business days' advance notice to the City's Manager of Parks and Recreation.

7. **Indemnification.**

(a) **General Indemnity.** Licensee covenants and agrees, at its expense, to release, pay, indemnify, defend and hold harmless the City and its City Council, officers, agents, employees, engineers and attorneys (collectively, the “**Indemnified Parties**” or singularly, each an “**Indemnified Party**”) of, from and against, any and all claims, damages, demands, expenses (including reasonable attorneys' fees and court costs) and liabilities resulting directly or indirectly from Licensee's Project, Licensee's use of the City Property and any License Activities, unless such claims, damages, demands, expenses, or liabilities arise solely by reason of the negligent act or omission of the City or other Indemnified Party.

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

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

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

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

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

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

8. **Default.**

(a) If Licensee hereto breaches any provision of this License Agreement and fails to cure such breach within ten (10) business days after written notice thereof, the City shall be entitled to any and all remedies, legal or equitable, which may be available including, without limitation, specific performance and termination of this License Agreement. All such remedies, including those set forth in this License Agreement, shall be cumulative.

(b) If the City breaches any provision of this License Agreement and fails to cure such breach within thirty (30) days after written notice thereof, Licensee shall only be entitled to seek specific performance or injunctive relief against the City. Licensee hereby waives all other rights and remedies, legal or equitable, including damages, against City. Failure to appropriate shall not constitute a breach of this License Agreement.

9. **General Provisions.**

(a) **Recordation.** This License Agreement shall be recorded against the City Property in the official records of the City and County of Denver Clerk and Recorder (the “**Official Records**”). When this License Agreement expires or terminates in accordance with its terms herein, upon request of the Licensee, the Manager of Parks and Recreation shall confirm the expiration or termination of the License Agreement by executing a Notice of Termination and recording the same in the Official Records, which notice shall be in substantially in the form attached hereto as **Exhibit E** (the “**Notice of Termination**”).

(b) **Not Exclusive.** The City reserves the right to grant such other licenses, easements, rights or privileges across, on or pertaining to the City Property to such persons and for

such purposes as the City may, in its sole discretion, select, which does not interfere with Licensee's use of the City Property.

(c) Successors and Assigns. This License Agreement shall be binding on, and inure to the benefit of, the City's and Licensee's respective successors and assigns. The City expressly acknowledges that Licensee may pledge all or a portion of its rights under this License Agreement to any lender who finances any portion of the Project, without prior written consent but only upon fifteen (15) day prior written notice to the City's Manager of Parks and Recreation and Director of the Division of Real Estate. Any assignment of this License Agreement shall only be with the prior written consent of the City's Manager of Parks and Recreation and Director of the Division of Real Estate. Notwithstanding the above, to the extent such assignment is to an entity affiliated with Licensee, fifteen (15) day prior written notice shall be provided to the City's Manager of Parks and Recreation and Director of the Division of Real Estate and prior written consent shall not be required.

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

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

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

(g) Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision herein and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but the provision of this License Agreement affected shall be limited only to the extent necessary to bring it within the requirements of such statute, law, ordinance or regulation.

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

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

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

(k) Amendment. This License Agreement may not be amended except by a

written instrument signed by the City and Licensee. City Council approval of an amendment is necessary only when required by the City Charter.

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

(m) Notices. All notices, consents, requests or other communications (any of the foregoing, a “Notice”) given hereunder shall be in writing sent by electronic email, followed by a hard copy via hand delivery or reputable overnight courier addressed to the party to be so notified at its address set forth below, or to such other address as such party may hereafter specify in accordance with the provisions of this Section 9(m). Any Notice shall be deemed to have been received: (i) on the date of delivery by hand, if delivered during business hours on a business day (otherwise on the next business day), or (ii) on the next business day, if sent by an overnight commercial courier, in each case addressed to the following parties:

City:	Mayor City and County of Denver 1437 Bannock, Rm. 350 Denver, Colorado 80202
With a copy to:	Manager of Parks and Recreation 201 W. Colfax Avenue, Dept. 608 Denver, Colorado 80202
	Director of the Division of Real Estate 201 W. Colfax Avenue, Dept. 1012 Denver, Colorado 80202 Attention: Jeffrey Steinberg
With a copy to:	Denver City Attorney 201 W. Colfax Avenue, Dept. 1207 Denver, Colorado 80202 Attention: Nate Lucero
Licensee:	William E. Mosher President & CEO 1710 Platte Associates, LLC 2100 McKinney Ave, Ste 800 Dallas, TX 75201
With a copy to:	Tina Lashbrook Senior Project Manager Trammell Crow Company 1225 17 th Street, Suite 3175 Denver, CO 80202

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

it is so executing.

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

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

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

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

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

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

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

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

(w) Nondiscrimination. In connection with the performance of work under this License Agreement, Licensee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status or physical and mental disability; and the Licensee further agrees to insert the foregoing provision in all subcontracts hereunder.

(x) Appropriations. All obligations of the City hereunder are subject to prior appropriations of monies expressly made by the City Council for the purposes of this License Agreement and paid into the Treasury of the City.

(y) Electronic Signatures and Electronic Records. Licensee consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the 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 the 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.

(z) AS-IS, WHERE-IS License. The City makes no representation or warranty of any kind with respect to the condition of the City Property. Licensee accepts the City Property in its "AS-IS" condition, WITH ALL FAULTS AND AT LICENSEE'S OWN RISK, without any warranty, express or implied, including without limitation, any warranty of merchantability, liability, or fitness for a particular purpose, all such warranties being hereby expressly disclaimed.

[SIGNATURE PAGES FOLLOW]

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 _____



Contract Control Number: PARKS-201628604-00

Contractor Name: 1710 Platte Associates, LLC

By: William Ermosher

Name: William E. Ermosher
(please print)

Title: President & CEO
(please print)

ATTEST: [if required] NA

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

SHEET 1 OF 2

A PARCEL OF LAND OVER AND ACROSS A PORTION OF THE TRACT OF LAND DESCRIBED AS PARCEL WSL-16, IN THAT DECREE RECORDED AT RECEPTION NO. 920011975, RECORDS OF THE CITY AND COUNTY OF DENVER; SITUATED IN THE SOUTH HALF OF SECTION 28, 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:

BASIS OF BEARINGS: THE 20-FOOT RANGELINE WITHIN PLATTE STREET BETWEEN 16TH STREET AND 17TH STREET, MONUMENTED AT THE WEST END BY A CHISELED "+" AND AT THE EAST END BY A 3-1/4" ALUMINUM CAP, ILLEGIBLE, IN A RANGE BOX, AND HAVING A BEARING OF N44°33'52" EAST.

BEGINNING AT THE SOUTHERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 2016024787 IN SAID RECORDS;

THENCE NORTH 30°21'11" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 2016024788 IN SAID RECORDS, A DISTANCE OF 321.07 FEET;

THENCE SOUTH 45°25'17" EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 30°21'00" WEST, A DISTANCE OF 321.00 FEET;

THENCE NORTH 45°33'19" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

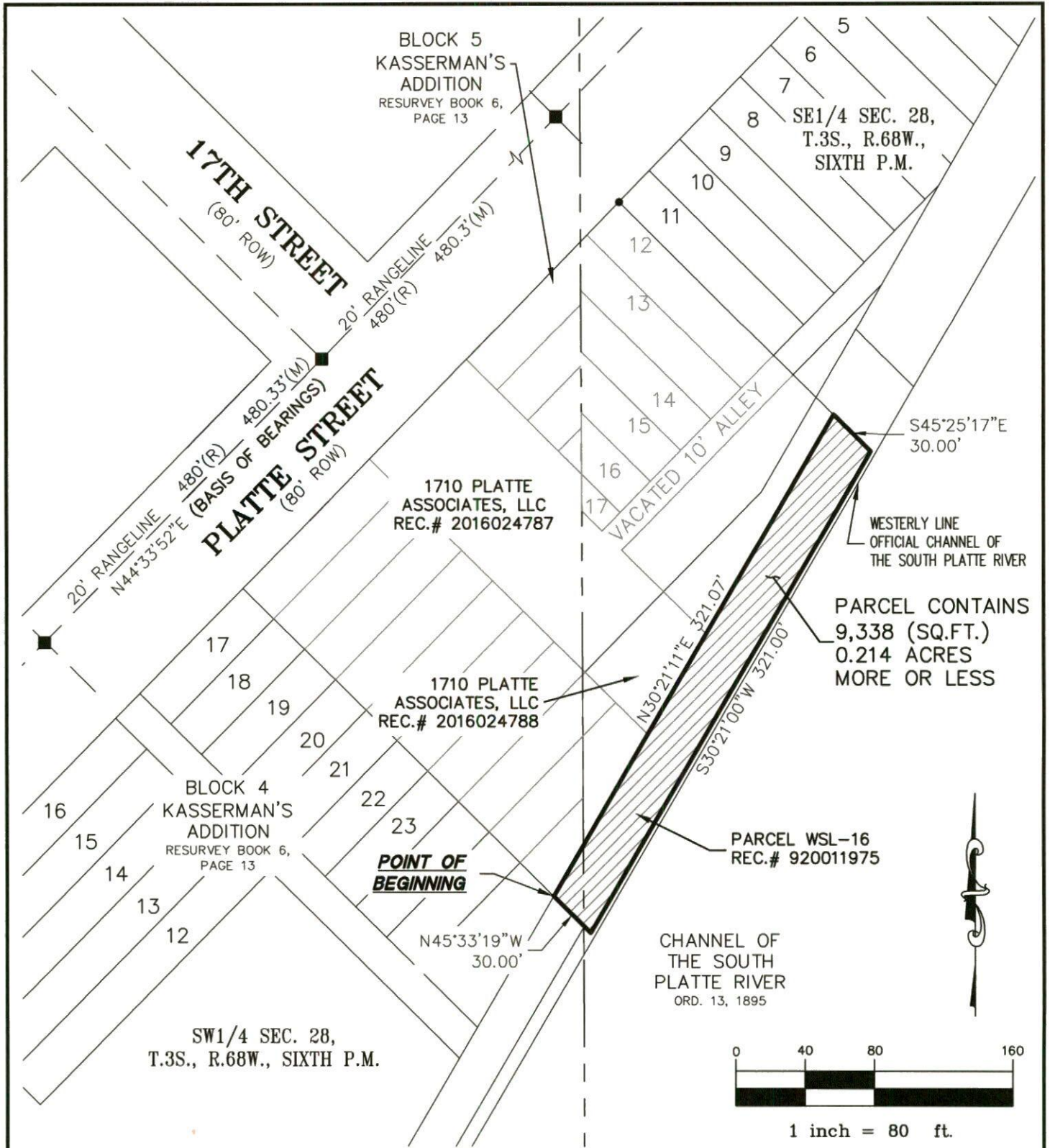
CONTAINING AN AREA OF 0.214 ACRES, (9,338 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\96415-02\DWG
 DWG NAME: PAE 1.DWG
 DWG: JEL CHK: JRW
 DATE: 5/13/2016
 SCALE: 1"=80'



300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

PARCEL EXHIBIT
 SOUTH 1/2, SEC. 28, T3S, R68W, 6TH P.M.
 DENVER, COLORADO
 JOB NUMBER 96415-02 2 OF 2 SHEETS

EXHIBIT B

SHEET 1 OF 2

A PARCEL OF LAND OVER AND ACROSS A PORTION OF THE CHANNEL OF THE SOUTH PLATTE RIVER, AS ESTABLISHED BY ORDINANCE 13 OF 1895 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER; SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28, 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:

BASIS OF BEARINGS: THE 20-FOOT RANGELINE WITHIN PLATTE STREET BETWEEN 16TH STREET AND 17TH STREET, MONUMENTED AT THE WEST END BY A CHISELED "+" AND AT THE EAST END BY A 3-1/4" ALUMINUM CAP, ILLEGIBLE, IN A RANGE BOX, AND HAVING A BEARING OF N44°33'52" EAST.

COMMENCING AT THE NORTHEAST CORNER OF PARCEL WSL-16 AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 920011975 IN SAID RECORDS;

THENCE SOUTH 30°21'11" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL WSL-16, A DISTANCE OF 151.06 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 53°32'40" EAST, A DISTANCE OF 47.14 FEET;

THENCE SOUTH 36°27'20" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 53°32'40" WEST, A DISTANCE OF 41.79 FEET TO A POINT ON SAID EASTERLY LINE OF PARCEL WSL-16;

THENCE NORTH 30°21'11" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 50.28 FEET TO THE POINT OF BEGINNING.

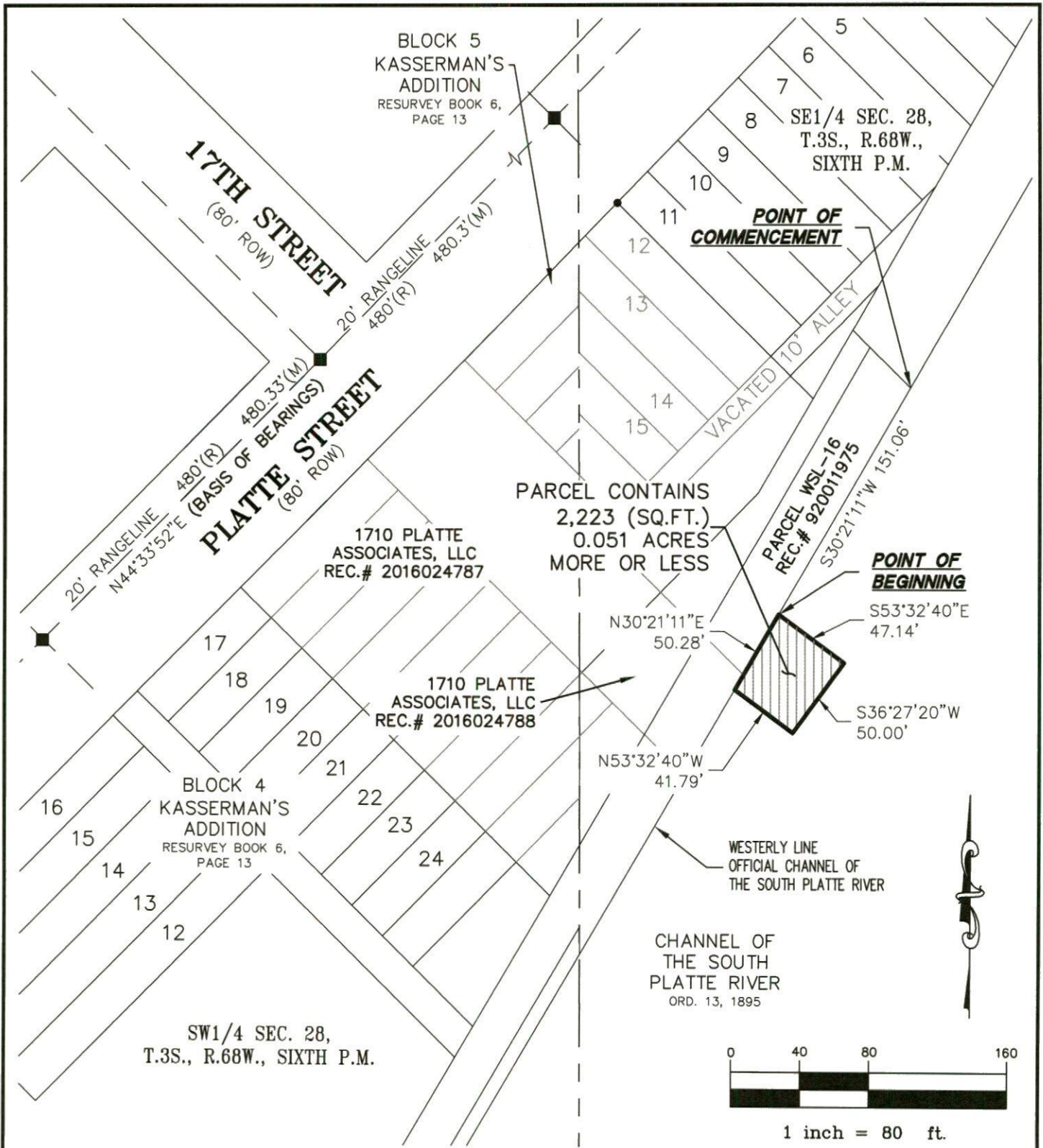
CONTAINING AN AREA OF 0.051 ACRES, (2,223 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898



ILLUSTRATION TO EXHIBIT B



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\96415-02\DWG
 DWG NAME: PAE 2.DWG
 DWG: JEL CHK: JRW
 DATE: 5/13/2016
 SCALE: 1"=80'


 300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

PARCEL EXHIBIT
 SE 1/4, SEC. 28, T3S, R68W, 6TH P.M.
 DENVER, COLORADO
 JOB NUMBER 96415-02 2 OF 2 SHEETS

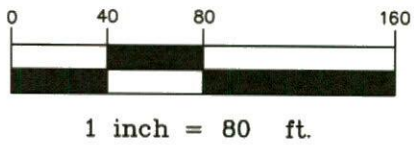


EXHIBIT C

SHEET 1 OF 2

A PARCEL OF LAND OVER AND ACROSS A PORTION OF THE TRACT OF LAND DESCRIBED AS PARCEL WSL-16, IN THAT DECREE RECORDED AT RECEPTION NO. 920011975, AND PARCEL 2 AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 2002186650, BOTH IN THE RECORDS OF THE CITY AND COUNTY OF DENVER; SITUATED IN THE SOUTH HALF OF SECTION 28, 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:

BASIS OF BEARINGS: THE 20-FOOT RANGELINE WITHIN PLATTE STREET BETWEEN 16TH STREET AND 17TH STREET, MONUMENTED AT THE WEST END BY A CHISELED "+" AND AT THE EAST END BY A 3-1/4" ALUMINUM CAP, ILLEGIBLE, IN A RANGE BOX, AND HAVING A BEARING OF N44°33'52" EAST.

BEGINNING AT THE SOUTHERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 2016024787 IN SAID RECORDS;

THENCE SOUTH 45°33'19" EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 30°21'00" WEST, A DISTANCE OF 34.86 FEET;

THENCE NORTH 59°38'49" WEST, A DISTANCE OF 29.10 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL WSL-16;

THENCE NORTH 30°21'11" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 42.16 FEET TO THE POINT OF BEGINNING.

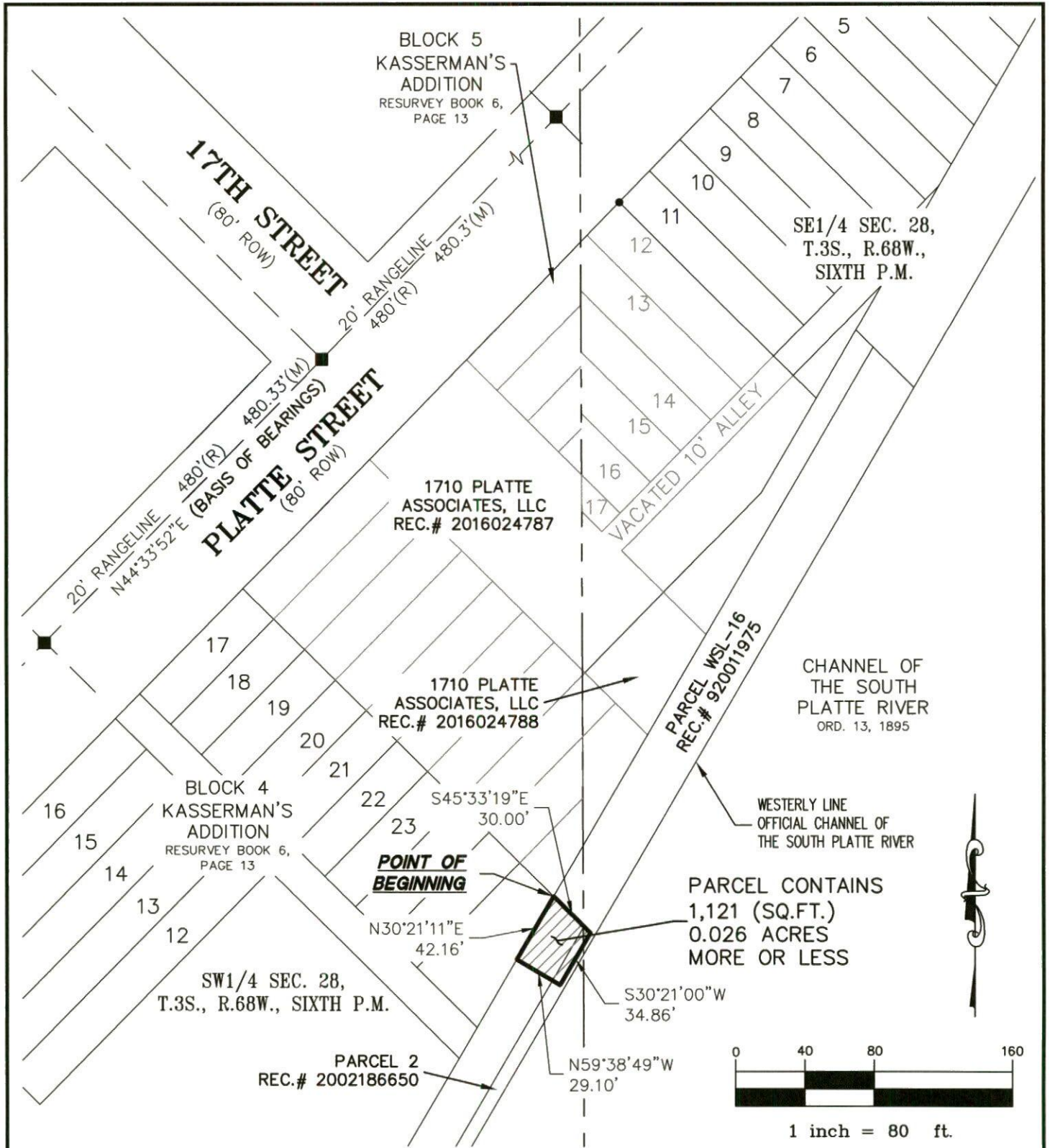
CONTAINING AN AREA OF 0.026 ACRES, (1,121 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT C



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\96415-02\DWG
 DWG NAME: TAE 1.DWG
 DWG: JEL CHK: JRW
 DATE: 5/13/2016
 SCALE: 1"=80'



300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
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 Fax: (303)713-1897
 www.aztecconsultants.com

PARCEL EXHIBIT
 SOUTH 1/2, SEC. 28, T3S, R68W, 6TH P.M.
 DENVER, COLORADO
 JOB NUMBER 96415-02 2 OF 2 SHEETS

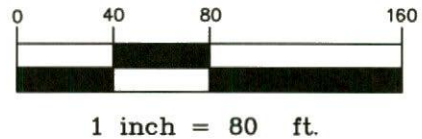


Exhibit D

ALTA/ACSM Land Title Survey

ALTA/ACSM LAND TITLE SURVEY

A PARCEL LOCATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO

LEGAL DESCRIPTION (PER TITLE COMMITMENT)

PARCEL A:

A PARCEL OF LAND BEING A PART OF BLOCK 5, KASSERMAN'S ADDITION TO DENVER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY POINT OF BLOCK NUMBERED FIVE (5) IN KASSERMAN'S ADDITION TO THE CITY OF DENVER. THENCE ALONG THE LINE SEPARATING PLATTE STREET FROM SAID BLOCK TWENTY-FIVE (25) FEET. THENCE AT RIGHT ANGLES AND PARALLEL TO SEVENTEENTH STREET TO THE EAST BOUNDARY OF KASSERMAN'S ADDITION. THENCE ALONG SAID LAST NAMED LINE SOUTH TO SEVENTEENTH STREET. THENCE NORTH WESTERLY ALONG SAID LINE SEPARATING SEVENTEENTH STREET FROM SAID BLOCK TO PLACE OF COMMENCEMENT.

CITY AND COUNTY OF DENVER STATE OF COLORADO.

PARCEL B:

THAT PART OF THE SOUTH 1/2 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AND OF BLOCK 4, KASSERMAN'S ADDITION TO DENVER, AND OF BLOCKS 26 AND 27, CENTRAL SUBDIVISION (AN ADDITION TO THE CITY OF DENVER), DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID BLOCK 4 WHICH IS 85.00 FEET NORTHEASTERLY FROM THE WEST CORNER OF LOT 17 IN SAID BLOCK 4;
THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 4 AND SAID LINE EXTENDED A DISTANCE OF 144.75 FEET TO THE CENTER LINE OF VACATED 17TH STREET;
THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID VACATED 17TH STREET AND SAID CENTER LINE EXTENDED A DISTANCE OF 175.0 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE COLORADO AND SOUTHERN RAILWAY RIGHT OF WAY;
THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID RIGHT OF WAY LINE A DISTANCE OF 40 FEET TO THE NORTHEASTERLY LINE OF SAID BLOCK 4 EXTENDED SOUTHEASTERLY;
THENCE SOUTHWESTERLY ALONG THE EXTENDED NORTHEASTERLY LINE OF SAID BLOCK 4 AND ALONG SAID RIGHT OF WAY LINE LINE A DISTANCE OF 25 FEET TO THE NORTHWESTERLY LINE OF SAID RIGHT OF WAY LINE;
THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 32.48 FEET TO THE NORTH CORNER OF LOT 25 IN SAID BLOCK 4, SAID CORNER BEING ON THE WEST LINE OF THE SE1/4 OF SAID SECTION 28;
THENCE SOUTH ALONG THE EAST LINE OF LOTS 25 AND 26 IN SAID BLOCK 4 AND THE SAME EXTENDED SOUTH, SAID LINE BEING ALSO THE WEST LINE OF SAID RIGHT OF WAY A DISTANCE OF 68.55 FEET TO THE NORTHWESTERLY LINE OF SAID RIGHT OF WAY;
THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 24.1 FEET TO A POINT WHICH IS 85.00 FEET NORTHEASTERLY FROM THE EXTENDED NORTHEASTERLY LINE OF THE ALLEY IN SAID BLOCK 4 AS MEASURED PERPENDICULAR THERETO AND 250.0 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID BLOCK 4 AS MEASURED PERPENDICULAR THERETO;
THENCE NORTHWESTERLY PARALLEL WITH AND 85.0 FEET NORTHEASTERLY FROM SAID ALLEY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, ANY PORTION ACQUIRED BY THE CITY AND COUNTY OF DENVER, AS SET FORTH IN RULE AND DECREE IN CONDEMNATION RECORDED FEBRUARY 6, 1992 UNDER RECEPTION NO. R-92-0011975,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

A PARCEL OF LAND LOCATED IN THE SOUTH 1/2 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AND IN BLOCK 5, KASSERMAN'S ADDITION TO DENVER AND IN BLOCKS 20 AND 26, CENTRAL SUBDIVISION (AN ADDITION TO THE CITY OF DENVER) AND 17TH STREET, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF 17TH STREET AND THE SOUTHEASTERLY LINE OF PLATTE STREET;
THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF PLATTE STREET, A DISTANCE OF 166.53 FEET TO THE NORTH CORNER OF LOT 12, BLOCK 20, CENTRAL SUBDIVISION;
THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOT 12, BLOCK 20, CENTRAL SUBDIVISION AND THE SAME EXTENDED SOUTHEASTERLY ACROSS ALLEY AND CONTINUING TO A POINT ON THE NORTHWESTERLY LINE OF THE COLORADO AND SOUTHERN RAILWAY RIGHT-OF-WAY, A DISTANCE OF 163.45 FEET, MORE OR LESS;
THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 49.54 FEET TO A POINT 175.0 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID BLOCK 5, KASSERMAN'S ADDITION AND MEASURED PERPENDICULAR THERETO;
THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BLOCK 5, KASSERMAN'S ADDITION, A DISTANCE OF 116.96 FEET, MORE OR LESS, TO A POINT ON THE CENTER LINE OF 17TH STREET EXTENDED SOUTHEASTERLY FROM KASSERMAN'S ADDITION;
THENCE NORTH ALONG THE CENTER LINE OF 17TH STREET IN KASSERMAN'S ADDITION AND THE SAME EXTENDED SOUTHEASTERLY, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM, THE SOUTHWESTERLY 25.0 FEET OF FRACTIONAL LOTS 13 TO 16, INCLUSIVE, BLOCK 5, KASSERMAN'S ADDITION, FRONTING ON PLATTE STREET AND EXTENDING BACK TO THE EAST BOUNDARY LINE OF SAID SUBDIVISION;

AND FURTHER EXCEPTING, ANY PORTION ACQUIRED BY THE CITY AND COUNTY OF DENVER, AS SET FORTH IN RULE AND DECREE IN CONDEMNATION RECORDED FEBRUARY 6, 1992 UNDER RECEPTION NO. R-92-0011975,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CITY REMNANT:

A PORTION OF THE TRACT OF LAND DESCRIBED AS PARCEL WSL-16, IN THAT DECREE RECORDED AT RECEPTION NO. 920011975, RECORDS OF THE CITY AND COUNTY OF DENVER; SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28, 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:

BASIS OF BEARINGS: THE 20-FOOT RANGELINE WITHIN PLATTE STREET BETWEEN 16TH STREET AND 17TH STREET HAVING A BEARING OF N44°33'52" EAST.

COMMENCING AT THE NORTH CORNER OF LOT 12, BLOCK 20, CENTRAL SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 32 IN SAID RECORDS OF THE CITY AND COUNTY OF DENVER;

THENCE SOUTH 45°27'08" EAST, ALONG THE NORTHEAST LINE OF SAID LOT 12, AND THE SOUTHEASTERLY PROLONGATION THEREOF, A DISTANCE OF 159.58 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TRACT OF LAND RECORDED UNDER RECEPTION NUMBER 920011975, BEING THE POINT OF BEGINNING;

THENCE SOUTH 45°27'08" EAST, CONTINUING ALONG SAID PROLONGATION, A DISTANCE OF 14.05 FEET TO A POINT ON A LINE 32.00 FEET NORTHWESTERLY TO AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND RECORDED UNDER RECEPTION NUMBER 920011975;

THENCE SOUTH 30°20'29" WEST, ALONG SAID LINE, A DISTANCE OF 287.18 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, ALSO BEING A POINT ON SAID NORTHWESTERLY LINE OF THAT TRACT OF LAND RECORDED UNDER RECEPTION NUMBER 920011975;

THENCE, ALONG SAID NORTHWESTERLY LINE, THE FOLLOWING THREE (3) COURSES;

1. NORTH 00°11'42" WEST, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 98.26 FEET TO A POINT ON A LINE BEING 175.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWEST LINE OF SAID BLOCK 20, CENTRAL SUBDIVISION;
2. NORTH 44°33'52" EAST, ALONG SAID LINE, A DISTANCE OF 147.73 FEET;
3. NORTH 30°20'46" EAST, A DISTANCE OF 62.80 FEET TO THE POINT OF BEGINNING.

PERIMETER DESCRIPTION

THE SAME LAND ALSO DESCRIBED AS:

THAT CERTAIN PARCEL OF LAND IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, LYING WITHIN THOSE TRACTS OF LAND DESCRIBED IN DOCUMENTS RECORDED IN BOOK 303 AT PAGE 423, BOOK 3196 AT PAGE 678 AND BOOK 9993 AT PAGE 300 AND A PORTION OF THAT PARCEL DESCRIBED UNDER RECEPTION NO. 920011975, IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER; BEING ALL OF BLOCK 5 AND A PORTION OF BLOCK 4, KASSERMAN'S ADDITION TO DENVER, RECORDED IN RESURVEY BOOK 6 AT PAGE 13, RECORDS OF SAID CITY AND COUNTY OF DENVER, THE VACATED 17TH STREET, AND PORTIONS OF BLOCKS 20, 26 AND 27, CENTRAL SUBDIVISION, RECORDED IN BOOK 4 AT PAGE 32, RECORDS OF SAID CITY AND COUNTY OF DENVER; SITUATED IN THE SOUTH HALF OF SECTION 28, 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:

BEGINNING AT A POINT ON THE NORTHWEST LINE OF LOT 17, SAID BLOCK 4, KASSERMAN'S ADDITION, BEING 85.00 FEET NORTHEASTERLY OF THE WEST CORNER OF SAID LOT;

THENCE NORTHEASTERLY ALONG THE NORTHWEST LINE OF SAID BLOCK 4, VACATED 17TH STREET AND BLOCK 5, KASSERMAN'S ADDITION, AND SAID BLOCK 20, CENTRAL SUBDIVISION, A DISTANCE OF 311.25 FEET TO THE NORTH CORNER OF LOT 12, SAID BLOCK 20;

THENCE SOUTHEASTERLY ALONG THE NORTHEAST LINE OF SAID LOT 12, AND THE SOUTHEASTERLY PROLONGATION THEREOF, A DISTANCE OF 173.63 TO A POINT ON A LINE 32.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF THE OFFICIAL CHANNEL OF THE SOUTH PLATTE RIVER;

THENCE SOUTHWESTERLY, ALONG SAID PARALLEL LINE, A DISTANCE OF 321.07 FEET TO A POINT ON A LINE 85.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE NORTHEAST LINE OF THE ALLEY IN SAID BLOCK 4;

THENCE NORTHWESTERLY PARALLEL WITH AND 85.00 FEET NORTHEASTERLY FROM SAID ALLEY LINE A DISTANCE OF 252.52 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.523 ACRES, (66,320 SQUARE FEET), MORE OR LESS.

TITLE COMMITMENT NOTES (PARCELS A, B & C)

LAND TITLE GUARANTEE COMPANY ORDER NO. ABB70465333-5 WITH AN EFFECTIVE DATE OF 01-29-2016 AT 05:00:00 WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

ITEM NUMBERS BELOW REFER TO THOSE ITEMS AS LISTED IN SCHEDULE B - SECTION 2 OF SAID TITLE COMMITMENT. ITEM NUMBERS 1-8 ARE STANDARD EXCEPTIONS NOT TO BE ADDRESSED AS A PART OF THIS SURVEY.

(TC #) INDICATES THE NUMBER TO WHICH THE SCHEDULE B-2 ITEM CORRESPONDS IN RELATION TO THE SUBJECT PROPERTY.

(TC #B) (INTENTIONALLY DELETED)

(TC #10) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN APPLICATION TO AMEND THE BOUNDARIES OF A DESIGNATED ZONE LOT RECORDED OCTOBER 04, 1994 UNDER RECEPTION NO. 9400151192. THE ABOVE DOCUMENT DOES AFFECT THE SUBJECT PARCELS AS SHOWN. NOTE: THE LEGAL DESCRIPTION FOR ZONE LOT 2 IN THE ABOVE DOCUMENT APPEARS TO BE INCORRECT IN SAID DESCRIPTION "BLOCK 5" APPEARS TO REFER TO BLOCK 4, KASSERMAN'S ADDITION, AND THE EXCEPTED "SOUTHWESTERLY 75 FEET OF SAID LOTS 17 THROUGH 25" SHOULD READ AS THE SOUTHWESTERLY 85 FEET OF SAID LOTS 17 THROUGH 25. NOTE: PARCEL A APPEARS TO BE EXCEPTED FROM THE OVERALL DESCRIPTION IN THE ABOVE DOCUMENT.

NOTE FOR INFORMATIONAL PURPOSES ONLY: THE COMBINED LEGAL DESCRIPTION ON PAGE 3 OF SAID DOCUMENT, IS NOT THE SAME AS THE RECORD LEGAL CONTAINED IN PARCELS B AND C HEREIN. THE POINT OF BEGINNING OF PARCEL B, (AS SET FORTH IN DEED RECORDED APRIL 5, 1971 IN BOOK 303 AT PAGE 423, IS 85 FEET NORTHEASTERLY FROM THE WEST CORNER OF LOT 17 IN SAID BLOCK 4.)

(TC #11) ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM LAND TITLE SURVEY CERTIFIED JULY 06, 2015 PREPARED BY AZTEC CONSULTANTS, INC., JOB #96415-02 SAID DOCUMENT STORED AS OUR ESI 24617274.

ENCROACHMENT OF BUILDING LOCATED ON PARCEL B ONTO PROPERTY TO THE EAST OF SUBJECT PROPERTY SHOWN HEREON.

TITLE COMMITMENT NOTES (CITY REMNANT)

LAND TITLE GUARANTEE COMPANY ORDER NO. ABB70478501-3 WITH AN EFFECTIVE DATE OF 02-02-2016 AT 05:00:00 WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

ITEM NUMBERS BELOW REFER TO THOSE ITEMS AS LISTED IN SCHEDULE B - SECTION 2 OF SAID TITLE COMMITMENT. ITEM NUMBERS 1-8 ARE STANDARD EXCEPTIONS NOT TO BE ADDRESSED AS A PART OF THIS SURVEY.

(TC #) INDICATES THE NUMBER TO WHICH THE SCHEDULE B-2 ITEM CORRESPONDS IN RELATION TO THE SUBJECT PROPERTY.

(TC #B) (INTENTIONALLY DELETED)

(TC #10) (INTENTIONALLY DELETED)

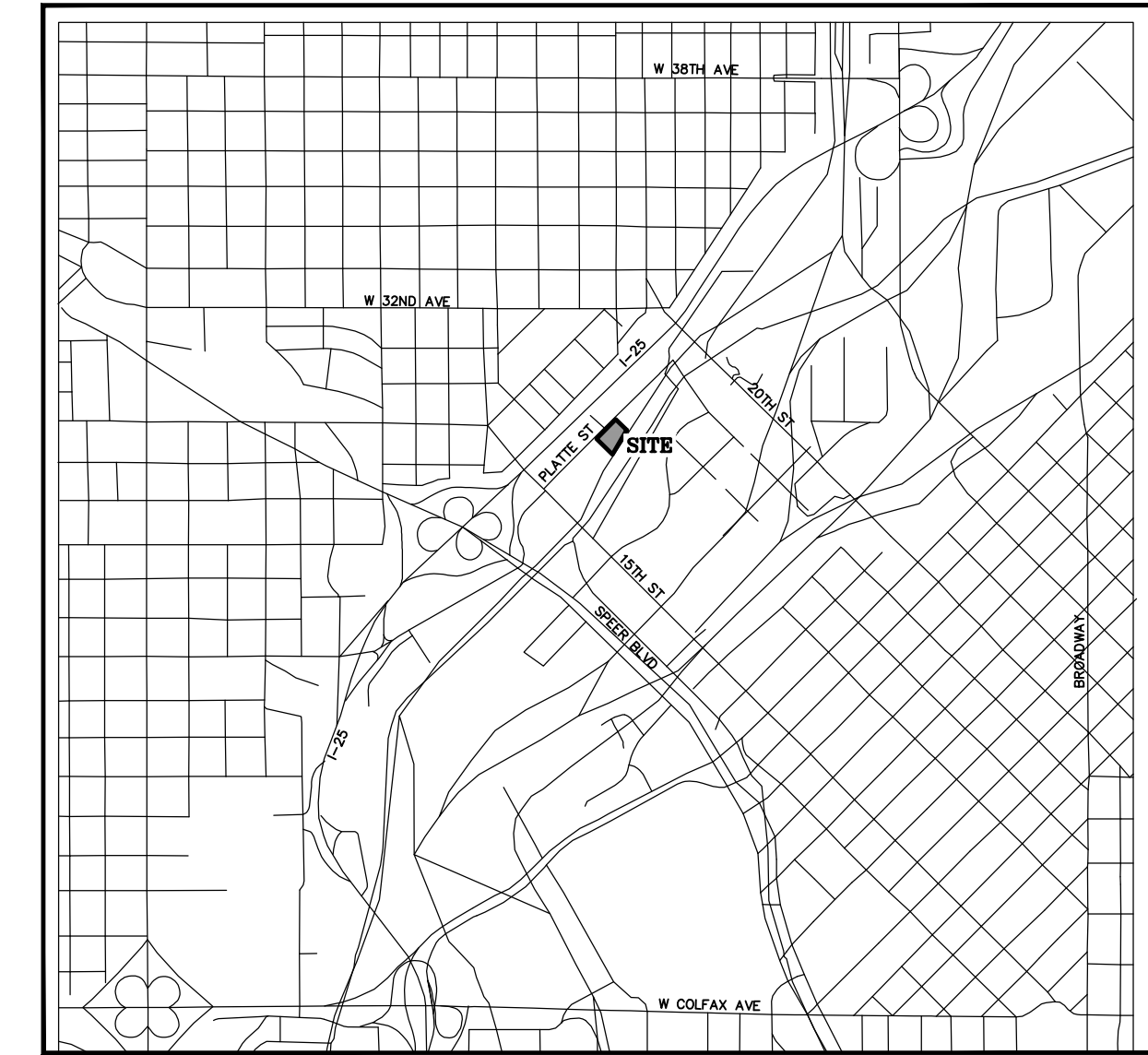
(TC #11) (INTENTIONALLY DELETED)

FLOOD ZONE

THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN ZONE X, AREAS OF 0.2% ANNUAL CHANCE FLOODPLAIN; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 0800460069H, MAP REVISED NOVEMBER 20, 2013.

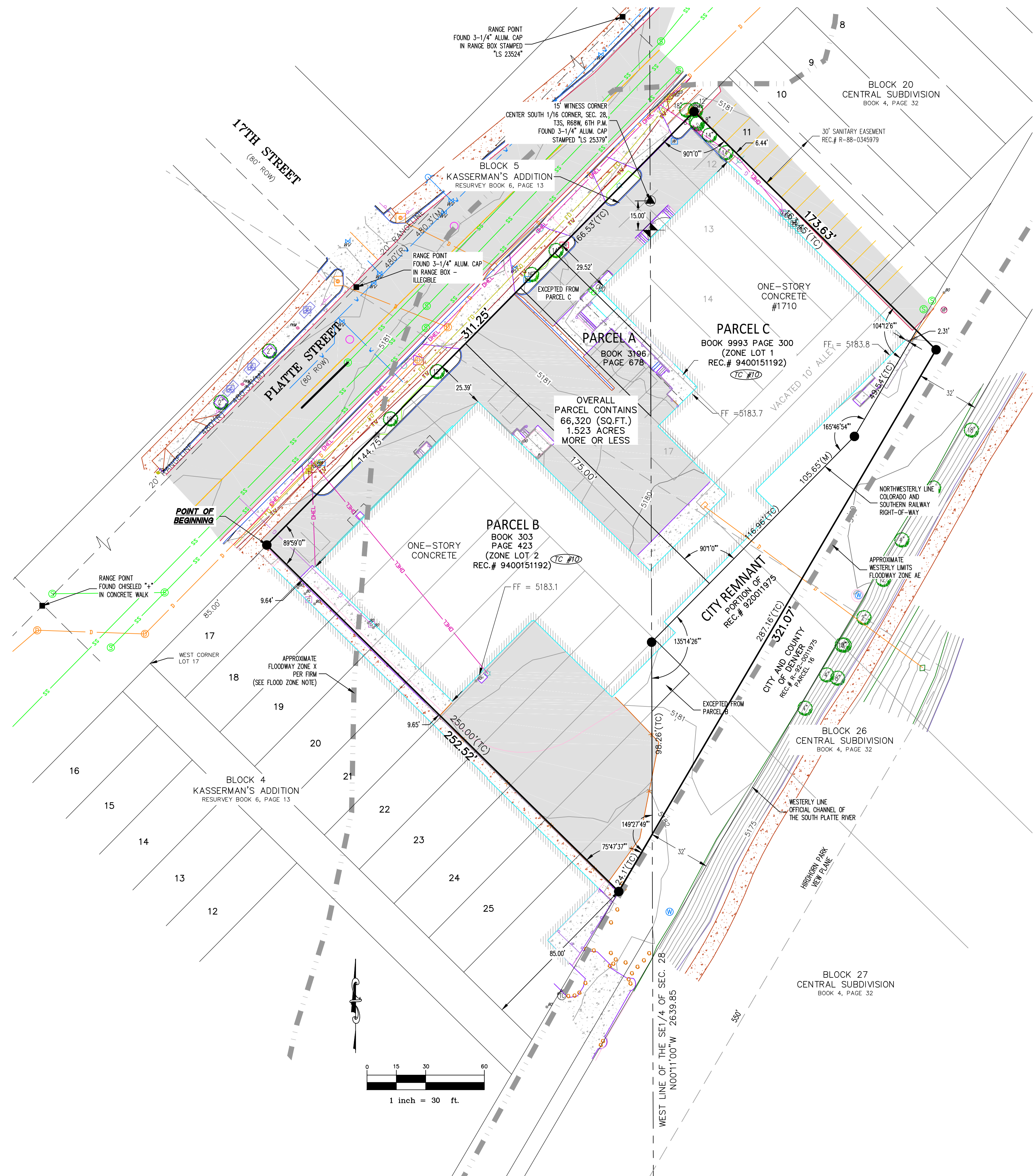
BENCHMARK

CITY AND COUNTY OF DENVER BENCHMARK "VM_3" BEING A 2" BRASS CAP STAMPED "DENVER CITY ENG. VM3 LS 14592 1990" LOCATED AT THE NORTH QUADRANT OF 16TH STREET AND BOULDER STREET, 3.5 FEET NORTHWEST OF A PIN AND CAP AT THE NORTH END OF A PARKING LOT. ELEVATION = 5249.83 (NAVD 88)



ALTA/ACSM LAND TITLE SURVEY

A PARCEL LOCATED IN THE SOUTH HALF OF SECTION 28,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY AND COUNTY OF DENVER, STATE OF COLORADO



- ### LEGEND
- SANITARY CLEANOUT
 - SANITARY MANHOLE
 - STORM INLET
 - STORM MANHOLE
 - WATER MANHOLE
 - WATER METER
 - WATER VALVE
 - ELECTRIC BREAKER BOX
 - ELECTRIC METER
 - ELECTRIC POLE
 - LIGHT POLE
 - FIBER OPTICS PEDESTAL
 - GAS METER
 - IRRIGATION CONTROL BOX
 - VENT PIPE
 - TREE DECIDUOUS
 - BOLLARD
 - FIBER OPTIC UNDERGROUND
 - CABLE TV UNDERGROUND
 - GAS LINE UNDERGROUND
 - FENCE
 - LANDSCAPE EDGE
 - CROWN ROAD
 - EDGE ASPHALT
 - EDGE CONCRETE
 - CHASE
 - PAN
 - PAN FLOWLINE
 - LINEMARKING WHITE STRIPE SOLID
 - LINEMARKING YELLOW STRIPE DASHED
 - LINEMARKING YELLOW STRIPE SOLID
 - PARKING STALLS
 - BUILDING
 - BUILDING OVERHANG-EAVE
 - STEPS
 - HANDRAIL
 - WALL
 - CONCRETE
 - ASPHALT PAVEMENT

- ### MONUMENT SYMBOL LEGEND
- FOUND SECTION CORNER
 - FOUND RANGE POINT AS DESCRIBED
 - SET #5 REBAR WITH 1-1/4"
 - YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"

SCALE	1"=30'	DATE	7/8/2015
APPV		DATE	
REV		DATE	
1	PER CLIENT COMMENTS / REVISED TITLE WORK		
2	PER CLIENT COMMENTS		
DATE		DATE	
2/16/16	JEL	DATE	
9/16/15	JEL	DATE	

AZTEC
 CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
 Littleton, Colorado, 80122
 Phone: (303) 713-1898
 Fax: (303) 713-1897
 www.aztecconsultants.com

ALTA/ACSM LAND TITLE SURVEY
 S 1/2, SEC. 28, T3S, R68W, 6TH P.M.
 DENVER, COLORADO

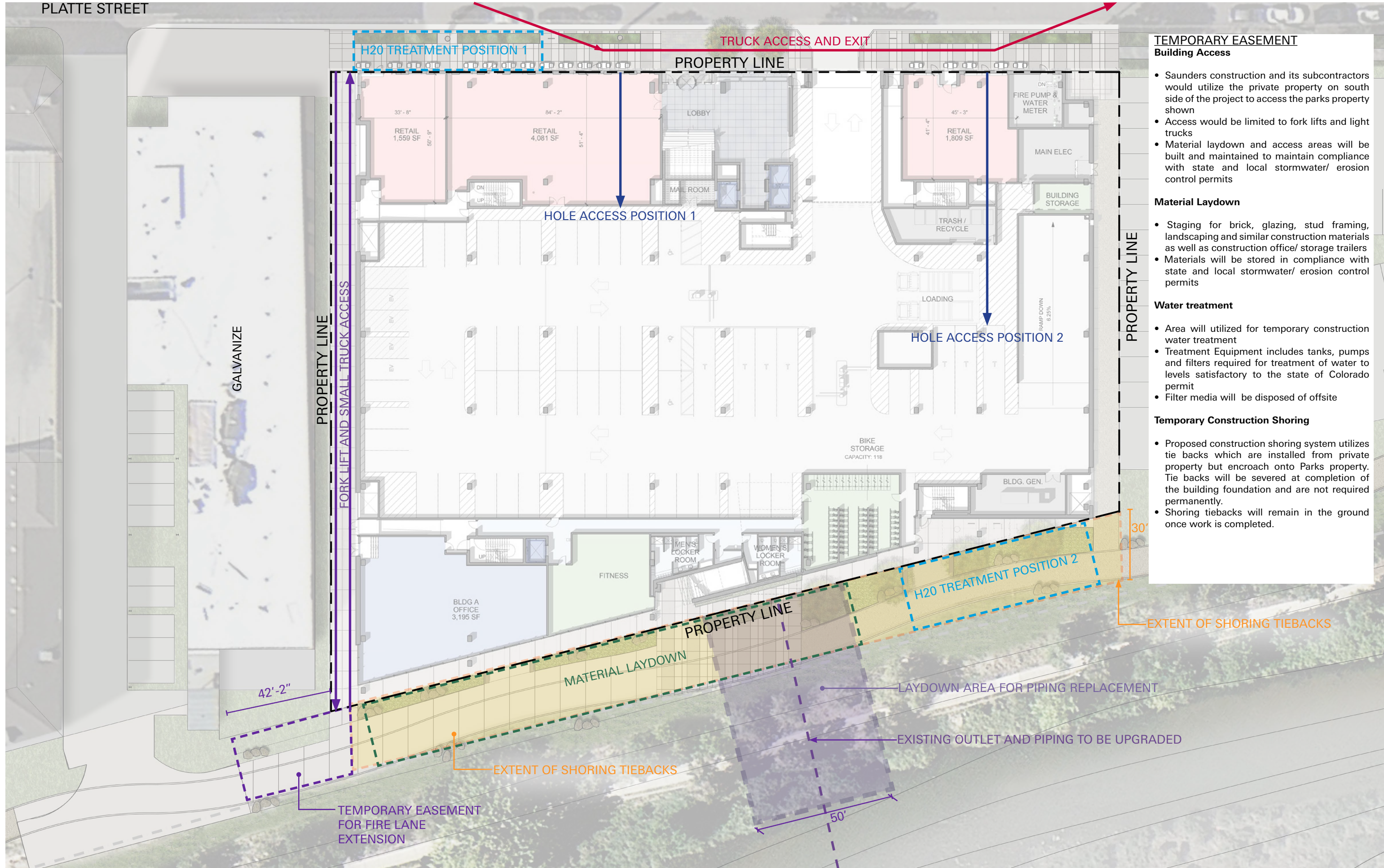
PREPARED FOR
 TRAMMELL CROW COMPANY
 1225 17TH STREET, SUITE 3050, DENVER, CO 80202

SHEET
2
 OF 2 SHEETS

JOB NO. 96415-02

Exhibit E

Temporary Easement



TEMPORARY EASEMENT

Building Access

- Saunders construction and its subcontractors would utilize the private property on south side of the project to access the parks property shown
- Access would be limited to fork lifts and light trucks
- Material laydown and access areas will be built and maintained to maintain compliance with state and local stormwater/ erosion control permits

Material Laydown

- Staging for brick, glazing, stud framing, landscaping and similar construction materials as well as construction office/ storage trailers
- Materials will be stored in compliance with state and local stormwater/ erosion control permits

Water treatment

- Area will utilized for temporary construction water treatment
- Treatment Equipment includes tanks, pumps and filters required for treatment of water to levels satisfactory to the state of Colorado permit
- Filter media will be disposed of offsite

Temporary Construction Shoring

- Proposed construction shoring system utilizes tie backs which are installed from private property but encroach onto Parks property. Tie backs will be severed at completion of the building foundation and are not required permanently.
- Shoring tiebacks will remain in the ground once work is completed.

EXHIBIT F

FORM OF NOTICE OF TERMINATION

When recorded, return to:

[_____]

NOTICE OF TERMINATION OF LICENSE AGREEMENT

1. That certain Temporary Construction License Agreement For Crane Rights, Construction Staging, Temporary Construction Shoring and Trail Construction Activities dated____, 2016, was recorded in the real property records of the City and County of Denver, Colorado, on _____, 2016, at Reception No. _____, (the "**License Agreement**"); and

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

3. This Notice is intended to provide record public notice of such expiration or termination of the rights set forth herein.

CITY AND COUNTY OF DENVER, a
Colorado municipal corporation

By: _____
Manager of Parks and Recreation

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

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____ as the Manager of Parks and Recreation of the City and County of Denver.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public