

INCENTIVE AGREEMENT
(Tax Increment Development Agreement)

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a home rule city organized and existing pursuant to Article XX of the Colorado Constitution (the “City”), and **JEVON TAYLOR LLC**, a Colorado limited liability company doing business as Green Spaces, whose address is 2590 Walnut St., Denver, CO 80205 (the “Awardee”) (together, the “Parties”).

RECITALS

The City Council of the City and County of Denver (“City Council”) previously adopted Ordinance No. 400, Series of 2008 (as subsequently amended by Ordinance No. 1659, Series of 2024, and Ordinance No. 1208, Series of 2025, collectively the “Creation Ordinance”), thereby creating and establishing, subject to a related organizational election authorized pursuant to Ordinance No. 401, Series of 2008 (“Organizational Election”), the Denver Downtown Development Authority (“Authority” or “DDDA”).

The electors of the DDDA approved the creation of the DDDA at the Organizational Election, and the DDDA has been operating in conformance with the Creation Ordinance and applicable law, including, without limitation, C.R.S. §§ 31-25-801, et seq. (as 20 amended from time to time, the “DDA Act”).

Pursuant to C.R.S. § 31-25-822, subsequent to the organization of the DDDA, additional property may be included into the boundaries of the DDDA.

Pursuant to C.R.S. § 31-25-822, proceedings for inclusion shall be initiated by petition to the Board, signed by the owner or owners in fee of each parcel of land adjacent to the DDDA sought to be included, and any such petition shall include evidence satisfactory to the Board concerning title to the property and an accurate legal description thereof.

Pursuant to C.R.S. § 31-25-822, if the Board approves such petition, it shall then submit the same to the City Council, as the governing body in and for the City and County of Denver, Colorado (“City”).

In accordance with C.R.S. § 31-25-822, the owners of those certain parcels known 600 16th Street, Denver, Colorado 80202, and 622 16th Street, Denver, Colorado 80202 (together, the Project Parcels), each submitted to the Board petitions for the inclusion of the properties into the DDDA for the Board’s consideration (collectively and all as further described in said petitions, the “Petitions”).

The development project proposed in the Petitions is attached hereto as **Exhibit A** (the “Development Project”).

The Board considered the sufficiency of the Petitions in accordance with C.R.S. § 31-25-822, and adopted corresponding resolutions dated August 12, 2025, and July 30, 2025, respectively, approving the Development Projects and the respective Petitions in the amounts of \$1,584,295 and \$2,715,705, respectively, and directing their respective submission to City Council

for its consideration (as adopted by the Board, the “Approval Resolutions”). The Approval Resolutions approving the Development Project are attached hereto as **Exhibit B-1** and **Exhibit B-2**.

True and accurate copies of the Petitions and the Approval Resolutions have been filed in the official records of the Clerk and Recorder on August 22, 2025, under City Clerk Filing Nos. 20250129 and 20250130 (collectively, the “Petition Documents”).

The Denver City Council approved the Petitions pursuant to Council Bill 25-1279, thereby amending and restating the Creation Ordinance to include the additional property described in the Petitions. City Council Bill 25-1279 is attached hereto as **Exhibit C**.

Awardee is the prospective lessee of the Project Parcels, and wishes to complete the Development Projects, as more fully described herein.

The City wishes for Awardee to complete the Development Projects, subject to the terms of this Agreement.

AGREEMENT

In consideration of the premises and mutual agreements herein contained, the parties agree as follows:

1. **CONTINGENCIES:** The City’s award is contingent upon the following:
 - A. Awardee providing the City with fully executed leases between Awardee and the property owners of the Project Parcels, each with terms of not less than five years.
 - B. Awardee leasing not less than five commercial units on the Project Parcels to third parties unaffiliated with Awardee during the term of this Agreement, such units totaling not less than 11,000 square feet, at a base rental rate not exceeding \$15.00 per square foot, plus a percentage of such sublessee’s monthly sales as follows:
 1. for units occupied by a restaurant, commencing in year two of each sublessee’s sublease, such sublessee shall pay to Awardee six percent (6%) of the sublessee’s monthly sales generated in excess of \$188 per square foot. The percentage rent shall increase to 7% in year three of such sublessee’s sublease, 8% in year four, and 9% in year five. Awardee shall remit each sublessee’s percent rent to the City annually the expiration of earlier termination of this Agreement.

2. for units occupied by any use other than a restaurant, commencing in year two of each sublessee's sublease, such sublessee shall pay to Awardee six percent (6%) of the sublessee's monthly sales generated in excess of \$120 per square foot. The percentage rent shall increase to 7% in year three of such sublessee's sublease, 8% in year four, and 9% in year five. Awardee shall remit each sublessee's percent rent to the City annually the expiration of earlier termination of this Agreement.

The Executive Director of DEDO (the "Executive Director") has the authority to approve adjustments to maximum allowable base rental rate of \$15 per square foot based on market conditions and other considerations.

- C. Awardee offering four additional micro retail spaces on the Project Parcels at a flat rate of \$2,000 per month.
- D. 75 percent of ground floor space at the Project Parcels must be activated and open to the public within 1 year of execution of Awardee's lease for the Project Parcels. The Executive Director has the authority to approve downward adjustments to the required occupancy rate, based on market conditions and other considerations.
- E. Continued operation of Project Parcels at an occupancy rate of 75 percent of the master-leased ground floor space through the term of the lease. The Executive Director has the authority to approve downward adjustments to the required occupancy rate, based on market conditions and other considerations.

2. USE AND DISBURSEMENT OF FUNDS/MECHANISM: Subject to the terms hereof, the City agrees to make incentive payments to the Contractor payable as follows:

A. Rent Expense (\$3,400,000.00). The City shall fund Awardee for documented rent costs incurred by Awardee in leasing the Project Parcels from the Project Parcel owners, such funding not to exceed a rental rate of \$39.00 per square foot, not to exceed 17,500 square feet, such rental rate inclusive of base rent and Triple Net (*i.e.*, property taxes, property insurance, and operating expenses). The City's payments allocable to documented rent expenses shall not exceed Six Hundred Eighty Thousand Dollars (\$680,000.00) annually during the Term nor Three Million Four Hundred Thousand Dollars (\$3,400,000.00) over the term of this Agreement.

B. Tenant Improvement and FF&E Funds (900,000.00). The City shall pay to the Awardee the amount of Nine Hundred Thousand Dollars (\$900,000.00) to be used for tenant

improvements and furniture, fixtures, and equipment (FF&E) in preparing the Project Parcels for operations. Funds will be disbursed upon receipt of documentation satisfactory to the fiscal department of the City's Denver Economic Development & Opportunity ("DEDO"). Funds in the amount of the immediate needs of Awardee's improvements, but in no event greater than \$300,000.000, shall be disbursed no earlier than the commencement date of Awardee's lease with the Project Parcels' property owner. Additional funds will be disbursed on an as needed basis in accordance with a budget approved by DEDO. Draw requests for the advance of tenant improvements must be accompanied by (i) as to the initial request for funds for the applicable space in which tenant improvements will occur, fully-executed sublease(s) obligating the Awardee to make the applicable tenant improvements and describing the required tenant improvements, and detailed estimates justifying the amounts needed; and (ii) documentation from Awardee reflecting past expenditures on tenant improvements for which City funds were provided. Where award proceeds are disbursed for construction, documentation shall include, but not be limited to: (i) AIA contract form(s) certified by Awardee's contractor and architect and (ii) lien waivers from all applicable contractors, subcontractors and suppliers. Budget items may be revised with the written approval of DEDO, provided the revised budget does not exceed the amount of funds provided pursuant to this Paragraph. Expenses incurred prior to July 30, 2025, will not be reimbursed. Borrower shall comply with all terms described in **Exhibit D**, which addresses Financial Administration and is incorporated herein by this reference.

C. Petition. To receive a payment herein, the Awardee shall petition the Executive Director.

1. After the initial petition for the first quarter of rent funds, each subsequent petition for rent funds shall contain the Awardee's certification and supporting documentation evidencing the amount of rent paid by Awardee for the applicable Project Parcel(s) for the immediately-preceding calendar quarter. The Awardee shall petition quarterly for its rent payments beginning in the first calendar quarter of 2026 and on each calendar quarter thereafter until the earlier of (a) the distribution of the maximum allowable rent funds by the City and (b) the expiration or earlier termination of this Agreement. The Awardee must submit documentation, within forty-five days of Awardee's receipt of rent funds from the City, evidencing Awardee's payment of such rent to Awardee's landlord.

2. Each petition for tenant improvement funds shall contain the Awardee's certification and supporting documentation reflecting (a) Awardee's use of the funding allowance for the immediately-preceding calendar quarter and the status of the tenant improvements for which the immediately-preceding calendar quarter funds have been allocated, (b) lien waivers from all applicable contractors, subcontractors and suppliers, (c) anticipated expenditures on tenant improvements during the next-occurring calendar quarter. The Awardee shall petition quarterly for its tenant improvement beginning in the first calendar quarter of 2026 and on each calendar quarter thereafter until the earlier of (a) the distribution of the maximum

allowable tenant improvement funds by the City and (b) the expiration or earlier termination of this Agreement.

3. The Awardee shall supply whatever additional information the City requests in order to substantiate the Awardee's petition for payments. The City may withhold payments for which it has been petitioned by the Awardee if it reasonably determines that the petition is not substantiated by the supporting documentation submitted by the Awardee. Such determination shall be provided to the Awardee in writing and shall be appealable to the Executive Director or his or her designee.

4. Upon receipt of documentation satisfying the requirements in Paragraphs 2.D of this Agreement, the City shall verify the Awardee's petition and issue proper payment within the City's Prompt Payment Rules and Regulations as outlined in Denver Revised Municipal Code ("D.R.M.C.") Sections 20-107 et seq.

3. DEADLINE FOR DISBURSEMENT OF FUNDS: All draw down requests for Tenant Improvements, including supporting documentation, must be submitted no later than one year after commencement of the term of this Agreement, or the City may terminate this Agreement. This deadline may be extended with the written approval of the Executive Director of DEDO.

4. REMITTANCE OF PERCENT RENT TO THE CITY: Awardee shall deliver to DEDO a copy of each subtenant lease upon full execution of each such sublease. Upon commencement of each subtenant of Awardee paying percent rent to Awardee, and continuing thereafter annually during the term of this Agreement, Awardee shall remit annually to DEDO a payment equivalent to such subtenant's percent rent paid to Awardee during the immediately preceding year, up to a total amount not to exceed the Rent Expense set forth in Section 2.A. above. By way of example, if a subtenant commences paying percent rent to Awardee in July 2027, Awardee shall remit to DEDO the first annual payment in July 2028, and continue such remittance to DEDO for that subtenant annually during the term of this Agreement.

5. TERM: The term of this Agreement shall be from January 1, 2026, through June 30, 2031; provided, however, that this Agreement shall automatically terminate when the City's payment(s) hereunder equal the amounts set forth in Paragraphs 2.A and 2.B above.

6. DDDA TIF FUNDS:

A. Awardee agrees and acknowledges that some or all of the funds encumbered by the City to the grant described herein (as applicable, "DDDA TIF Funds") have been provided in accordance with Sections 31-25-801, et seq. (the "DDA Act"); the Creation Ordinance (as further amended or restated from time to time); that certain Amended and Restated Denver Downtown Development Authority Plan of Development approved pursuant to City Council Ordinance No. 1660, Series of 2024 (as further amended or restated from time to time, the "Amended Plan"); and that certain Second Amended and Restated Denver Downtown

Development Authority Plan of Development Cooperation Agreement between the City and the Denver Downtown Development Authority, dated as of March 3, 2025 (as may be further amended or restated from time to time, the “Cooperation Agreement”). Collectively, the DDA Act, the Creation Ordinance, the Amended Plan and the Cooperation Agreement shall be referred to herein as the “DDDA TIF Funding Requirements.” The Parties agree and acknowledge that the DDDA TIF Funds may be used to pay for or reimburse eligible costs in conformance with the DDDA TIF Funding Requirements and in conformance with this Agreement.

B. Awardee shall only utilize DDDA TIF Funds for the purposes described herein. Borrower agrees and acknowledges that it is eligible to receive the DDDA TIF Funds as a result of the competitive application process approved the Board of the Denver Downtown Development Authority and inclusion into the boundaries of the Denver Downtown Development Authority in accordance with the DDDA TIF Funding Requirements and other applicable requirements. As a condition to receiving the DDDA TIF Funds, Awardee shall strictly follow the approved project application scope attached hereto and incorporated herein as **Exhibit E**. All invoices submitted by Awardee to the City pursuant to this Agreement shall use “DDDA” as a descriptor for those costs that are paid by DDDA TIF Funds to facilitate the tracking of Agreement-related spending. Awardee shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of DDDA TIF Fund-related expenses.

C. To the extent Awardee’s expenditures hereunder contemplate the spending of DDDA TIF Funds, if requested by the City, Awardee shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing such information to the City, Awardee shall, to the greatest extent possible, provide this programmatic data related to such services or facilities disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. If provided to the City, such data shall be collected and aggregated so as to mitigate or eliminate to the greatest extent possible the disclosure of any personal identifying information related to specific individuals. Awardee shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as Awardee.

7. PRIOR APPROPRIATION: The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City’s maximum obligation hereunder for the entire term of this Agreement shall not exceed Four Million Three Hundred Thousand and No/100 Dollars (\$4,300,000.00).

8. EXAMINATION OF RECORDS AND AUDITS: 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 Awardee's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Awardee 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 Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, 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 Awardee to make disclosures in violation of state or federal privacy laws. Awardee shall at all times comply with D.R.M.C. 20-276.

9. REPORTING/INSPECTION REQUIREMENTS:

A. Borrower shall provide DEDO with the Reports set forth in **Exhibit E**.

B. Access and Inspections. For the purposes of assuring compliance with this Agreement and verifying completed work, the City shall have the reasonable right of access to the Project Parcels. Awardee shall fully cooperate with the City in an annual monitoring of Awardee's performance and site inspection to verify compliance with the requirements of this Agreement.

10. SUBLEASE SELECTION REQUIREMENTS: In selecting subtenants to occupy the six units described in Section 2.B. above, Awardee shall use a selection process complying with the following requirements:

A. Subtenants must be selected using a competitive selection process accomplished by means of a fair, open and free competition. At a minimum, such process shall include the following: (i) a written solicitation available to the public advertising the availability of the applicable space(s) and the rental rate to be charged; (ii) a description of the minimum criteria to be eligible for a sublease, such criteria to be determine in consultation with DEDO, and (iii) a written statement of any other criteria and other factors to be used by the Awardee in evaluating and selecting each subtenant/subtenants, and (iv) a written notification of selection, ranking for negotiation or rejection issued to each entity making a submission in response to the Awardee's solicitation.

B. Awardee shall only make the subleased premises available to business consistent with DEDO's Mission, as set forth in Executive Order 28, to support small business development to help catalyze responsible growth in Denver

11. CONDITIONS: This Agreement is subject to:

A. the Colorado Downtown Development Authority Act, Sections 31-25-801, et seq., Colorado Revised Statutes (as may be amended from time to time, the "DDA Act");

B. the Creation Ordinance; and

C. the City's Charter and Revised Municipal Code, as the same may be amended from time to time.

12. COMPLIANCE WITH ALL LAWS: Awardee shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

13. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to Borrower's obligations hereunder, Borrower shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Borrower expressly acknowledges that Borrower is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by Borrower, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

14. PREVAILING WAGES: Awardee shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit F** and incorporated herein by reference.

If contract opportunity was not advertised, date of written encumbrance: October 29, 2025.

Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, Awardee will receive no additional compensation for increases in prevailing wages or fringe benefits.

Awardee shall provide the Auditor with a list of all subcontractors providing any services under the contract.

Awardee shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.

Awardee shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

If Awardee fails to pay workers as required by the Prevailing Wage Ordinance, Awardee will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Awardee fails to pay required wages and fringe benefits.

15. DEFENSE & INDEMNIFICATION:

A. Awardee hereby 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 under this Agreement (“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 the City for any acts or omissions of Awardee or its subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

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

C. Awardee will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Awardee under the terms of this indemnification obligation. Awardee 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 Agreement.

16. INSURANCE: Awardee shall procure and maintain insurance in the following types and amounts:

A. Where proceeds are disbursed for construction, Builders Risk Insurance or an Installation Floater in the amount of the value of the Project Parcels as improved and renovated, with the City and County of Denver named as loss payee.

B. Commercial General Liability Insurance covering all operations by or on behalf of Awardee, on an occurrence basis with limits not less than \$1,000,000 per occurrence, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Awardee's contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates of insurance for each subcontractor.

C. Worker's Compensation and Employer's Liability Insurance at statutory limits and otherwise sufficient to ensure the responsibilities of Awardee and its contractor under Colorado law.

D. Property insurance in the amount of the value of the property located at the Project Parcels, with the City named as loss payee.

E. Commercial crime insurance coverage with minimum limits of \$1,000,000. Coverage shall include theft of City's money, securities or valuable property by Awardee's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interest may appear

F. Certificates of Insurance evidencing the above shall be submitted prior to the disbursement of funds hereunder. Policies shall include a waiver of subrogation and rights of recovery against the City. Insurance companies providing the above referenced coverage must be authorized and licensed to issue insurance in Colorado and be otherwise acceptable to the Risk Management Office.

17. **ASSIGNMENT:** The City is not liable under this Agreement to any party other than Awardee. Awardee shall not assign its interest in this Agreement except upon prior written consent of the City.

18. **WAIVER:** No waiver of any breach or default under this Agreement shall be held to be a waiver of any other or subsequent breach or default. All remedies afforded in this Agreement shall be construed as cumulative, in addition to every other remedy provided herein or by law.

19. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Awardee. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of this Agreement constitutes a waiver of any other breach.

20. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Awardee may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Awardee shall insert the foregoing provision in all subcontracts.

21. BINDING EFFECT: This Agreement shall be binding upon the parties and shall inure to the benefit of their respective successors, assigns, representatives, and heirs.

22. NOTICES: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Awardee at the addresses first above written, and if to the City at:

Executive Director of Denver Economic Development & Opportunity or
Designee
City and County of Denver
201 W. Colfax Ave., Dept. 205
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

23. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement is intended as the complete integration of all understandings between the Parties. No prior, contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement.

24. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Awardee shall not hire, or contract for

services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Awardee shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Awardee represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Awardee by placing the Awardee's own interests, or the interests of any party with whom the Awardee has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given the Awardee written notice describing the conflict.

25. DISPUTES: All disputes between the City and the Awardee arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

26. GOVERNING LAW; VENUE: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

27. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

28. LEGAL AUTHORITY: Awardee represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Awardee represents and warrants that he has been fully authorized by Awardee to execute this Agreement on behalf of Awardee and to validly and legally bind Awardee to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Awardee or the person signing the Agreement to enter into this Agreement.

29. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Awardee receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

30. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Awardee lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

31. SEVERABILITY: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

32. CITY EXECUTION OF AGREEMENT: This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

33. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Awardee consents to the use of electronic signatures by the City. This 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 this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Contract Control Number:
Contractor Name:

OEDEV-202582083-00
JEVON TAYLOR 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: _____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

OEDEV-202582083-00
JEVON TAYLOR LLC

By:

Signed by:

Jevon Taylor

8FB3E2EB0F37447...

Name: Jevon Taylor
(please print)
Title: CEO/Owner
(please print)

ATTEST: [if required]

By:

Name:
(please print)

Title:
(please print)

EXHIBIT A
DDDA Board Resolution
Development Project Description

Green Spaces Market

Project Summary: Green Spaces provides affordable space to local, unique, small retail and hospitality concepts, creative studios, non-profits, and event and workshop spaces. Green Spaces' current Marketplace, located in Five Points, houses over 20 local vendors. The project will activate over 14,000 square feet of vacant ground-floor space. Funds would be used to cover the cost of the lease and nearly \$1 million in tenant improvements and furniture, fixtures, and equipment (FFE). The project's small business tenants would receive lease terms below market rates. This investment project supports small, local, minority and women-owned businesses, enhancing diversity in the corridor and activates a currently vacant half-block with an estimated five-year impact of \$5 million.

EXHIBIT B-1

DDDA Board Resolution - 600 16th St.

DENVER DOWNTOWN DEVELOPMENT AUTHORITY
A RESOLUTION APPROVING A PETITION FOR INCLUSION
AND ASSOCIATED DEVELOPMENT PROJECT

WHEREAS, Denver Downtown Development Authority (the “DDDA”) is a body corporate and has been duly created, organized, established and authorized by the City and County of Denver, Colorado (the “City”) and the qualified electors of the DDDA to transact business and exercise its powers as a downtown development authority pursuant to Sections 31-25-801, *et seq.*, C.R.S. (as may be amended or restated from time to time, the “DDA Act”), Ordinance No. 400, Series of 2008 of the City (as amended from time to time, the “DDDA Creation Ordinance”) and that Plan of Development for Denver Union Station dated November 25, 2008, as approved pursuant to City Ordinance No. 723, Series of 2008 (the “Original DUS Plan”); and

WHEREAS, the Board of Directors of the DDDA (the “Board”) is authorized pursuant to the Act to have all powers customarily vested in the board of directors of a corporation; and

WHEREAS, additional property may be included into the boundaries of the DDDA, initiated by petition to the Board, and in accordance with the procedures set for in C.R.S. § 31-25-822, as may be amended (the “Inclusion Statute”); and

WHEREAS, the Board has adopted its Resolution of the Board of Directors of the Denver Downtown Development Authority Setting Forth Procedures for the Inclusion of Additional Property on July 18, 2024 (as may be amended or restated from time to time, the “Inclusion Procedures Resolution”), which Inclusion Procedures Resolution sets forth certain procedures by which the Board will consider petitions for inclusion of property submitted for its consideration in accordance with the Inclusion Statute; and

WHEREAS, in accordance with the Inclusion Statute, proceedings for inclusion shall be initiated by petition to the Board, signed by the owner or owners in fee of each parcel of land adjacent to the DDDA sought to be included, and any such petition shall include evidence satisfactory to the Board concerning title to the property and an accurate legal description thereof; and

WHEREAS, pursuant to the Inclusion Statute, if the Board approves such petition, it shall then submit the same to the Denver City Council (“City Council”), as the governing body in and for the City; and

WHEREAS, in accordance with the Inclusion Statute, **Gary R. Cook**, as the **General Partner of the owner TDG Cook Company, LTD.** of certain parcels of land located adjacent to the DDDA, with situs address of **600 16th Street, Denver, CO 80020**, submitted to the Board a petition for the inclusion of property into the DDDA, dated **August 1, 2025**, for the Board’s consideration (all as further described in said petition, the “Petition”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Board, having considered the sufficiency of the Petition in accordance with the Inclusion Statute and the Inclusion Procedures Resolution, hereby wishes to approve the

Denver Downtown Development Authority
Page 2

Petition and direct the submission of the Petition to the City Council for its consideration in accordance with the Inclusion Statute; and

WHEREAS, the Original DUS Plan only contemplated the redevelopment of the Denver Union Station Project, as defined therein; and

WHEREAS, in accordance with City Ordinance No. 1660, Series of 2024, the City Council approved an Amended and Restated Denver Downtown Development Authority Plan of Development (the “Amended Plan”) to supplement and expand the scope of contemplated development projects (the “Development Project”) authorized under the Original DUS Plan beyond just the redevelopment of the Denver Union Station Project; and

WHEREAS, pursuant to the purpose and powers within the DDA Act and to support and implement the Amended Plan, the DDDA desires to approve the Development Project described in Exhibit B, attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Denver Downtown Development Authority as follows:

1. That the Petition has been submitted to the Board in accordance with the Inclusion Statute, and that the Petition includes evidence satisfactory to the Board concerning title to the property described therein and an accurate legal description thereof.

2. That the Board determines that the requirements of the Inclusion Statute and the Inclusion Procedures Resolution have been satisfied in connection with the submission of the Petition.

3. That the Petition is hereby approved, and the Board shall submit the Petition along with this Resolution to the City Council for its consideration in accordance with the Inclusion Statute.

4. The Board hereby approves the Development Project **Jevon Taylor LLC dba Green Spaces** in the amount of **\$1,584,295.00**, as generally described in Exhibit B. The Board requests that the City enter into the appropriate agreement(s) with the DDDA and/or the proponent of the Development Project to memorialize applicable funding for the Development Project and other related matters in accordance with the DDA Act and the Amended Plan. The Board understands and acknowledges that the legal effectiveness of any such agreement(s) is/are dependent upon the mutual execution of such agreement(s) by the appropriate parties, and if the City is a party thereof such agreement(s) may be separately subject to City Council approval, in City Council’s sole discretion, in accordance with City Charter and Denver Revised Municipal Code requirements.

5. This Resolution shall replace and supersede any existing resolution adopted by the Board concerning the subject matter described herein.

Denver Downtown Development Authority
Page 3

6. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

ADOPTED and effective this 12th day of August, 2025.

DENVER DOWNTOWN DEVELOPMENT
AUTHORITY

Signed by:
Douglas M. Tisdale, Chair 8/13/2025
By: 9A36736A25DA440...
Douglas M. Tisdale, Chair

ATTEST:

Signed by:
Frank Cannon, Secretary 8/13/2025
6D8D80DB9B994F8
Frank Cannon, Secretary

Denver Downtown Development Authority
Page 4

Exhibit A

Petition for Inclusion

**PETITION FOR THE INCLUSION OF PROPERTY INTO THE
DENVER DOWNTOWN DEVELOPMENT AUTHORITY,
IN THE CITY AND COUNTY OF DENVER**

The undersigned person(s), as the owner(s) or representative(s) of owners in fee of each parcel(s) of land described herein located adjacent to the existing Denver Downtown Development Authority (individually, a "Petitioner" and collectively, the "Petitioners"), hereby petition the Board of Directors ("Board") of the Denver Downtown Development Authority ("DDDA") for the inclusion of such parcel(s) of land ("Property") into the boundaries of the DDDA in accordance with the provisions of C.R.S. § 31-25-822, as may be amended from time to time. In support of this petition ("Petition"), Petitioner(s) state(s) and acknowledge(s):

1. The Petitioner(s) named herein are the lawful owners in fee of the Property described in this Petition.

2. If, in accordance with C.R.S. § 31-25-822 and the Board's Resolution Setting Forth Inclusion of Additional Property Procedures (as each may be amended from time to time), the Board approves this Petition via resolution ("Approval Resolution"), then the Board shall submit its Approval Resolution to the Denver City Council ("City Council"), as the governing body in and for the City and County of Denver, Colorado ("City"), for its consideration. If approved, this Petition may be aggregated with other approved petitions for inclusion into a single Approval Resolution by the Board for the sake of efficiency.

3. In accordance with C.R.S. § 31-25-822, the City Council shall consider this Petition for approval at a regular or special meeting. Petition approval by the City Council shall contemporaneously amend City Ordinance No. 400, Series of 2008, as otherwise amended from time to time, to redescribe the boundaries of the DDDA so as to include the Property; from the effective date of said amendment the Property shall be included within the DDDA and shall be subject to any taxes thereafter imposed by the City for the use and benefit of the DDDA.

4. A more detailed legal description and map of the Property is attached as Exhibit A and incorporated by reference herein.

5. Evidence concerning title to the Property being vested in the Petitioner(s) is attached as Exhibit B and incorporated by reference therein.

6. Petitioner(s) respectfully request(s) the Board and the City Council, as the governing body of the City, to approve this Petition and include the Property into the boundaries of the Denver Downtown Development Authority. .

[Exhibits A and B, and signatures on following sheets]

EXHIBIT A
DESCRIPTION OF PROPERTY AND MAP

Parcel No.	Street Address	Schedule #	Legal Description	Owner
048	600 16 th St, Denver, CO	0234529 048000	Lots 29 THROUGH 32, Block 162, East Denver	TDG COOK CO LTD



EXHIBIT B
EVIDENCE OF TITLE

Exhibit B

First American Title Insurance Company
 7887 E. Belleview Ave. Ste. 325
 Englewood, CO 80111
 Telephone (303) 305-1300



*First American
 Title Insurance Company*

OWNERSHIP & ENCUMBRANCE REPORT

To: Dawna Wilder	From: Customer Service
City of Denver	Direct: (303) 305-1300
	Email: O&E@FirstAm.com
	Order Number: 25833400
Email: dawnna.wilder@denvergov.org	
Loan Number:	

Date of Records: June 27, 2025

Date of Report: July 29, 2025

Address: 600 16th St Denver, CO
 Current Owner: TDG COOK CO LTD
 County: DENVER

LEGAL DESCRIPTION:

Lots 29 THROUGH 32, Block 162, East Denver

DOCUMENTS OF RECORD:

Vesting Documents:

- Warranty Deed recorded April 25, 2007 at Reception No. [2007066028](#).
- Warranty Deed recorded September 12, 1990 at Reception No. [R-90-0083592](#).
- Warranty Deed recorded September 12, 1990 at Reception No. [R-90-0083595](#).
- Warranty Deed recorded August 11, 2004 at Reception No. [2004165169](#).
- Warranty Deed recorded August 11, 2004 at Reception No. [2004165170](#).
- Covenants / Restrictions recorded February 7, 2018 at Reception No. [2018014707](#).
- Warranty Deed recorded April 17, 2018 at Reception No. [2018044795](#).

Encumbrances:

- None

Exhibit B

Judgments and Liens:

The following Items were found using a general name search and may or may not belong to the owner of the property listed above.

- None

DISCLAIMER TO CLIENT:

This Property Report includes information from certain documents imparting constructive notice and appearing in the official records relating to the real property described. It does not directly or indirectly set forth or imply any opinion, warranty, guarantee, insurance, or other similar assurance as to the status of title to real property, and may not list all liens, defects, encumbrances and other matters affecting title thereto. This report has been prepared solely for the purpose of providing public record information. Accordingly, liability hereunder is strictly limited to the amount paid for this Report OR IF REQUIRED, TO STATUTORY LIMITS DEPENDING ON THE jurisdiction THAT THIS PROPERTY LIES WITHIN and no liability is assumed regarding the accuracy or completeness of this Report.

DENVER DOWNTOWN DEVELOPMENT AUTHORITY PETITION

[Required if record title to property is held by either an individual who is a natural person or a corporate entity with an individual signing on its behalf]

WARNING - IT IS AGAINST THE LAW:

For anyone to sign this Petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the Petition when not eligible to do so.

DO NOT SIGN THIS PETITION UNLESS YOU ARE AN OWNER IN FEE OR THE REPRESENTATIVE OF AN OWNER IN FEE OF EACH PARCEL OF LAND LOCATED ADJACENT TO THE EXISTING BOUNDARIES OF THE DENVER DOWNTOWN DEVELOPMENT AUTHORITY AND ARE SEEKING FOR YOUR LAND TO BE INCLUDED WITHIN THE BOUNDARIES OF THE DENVER DOWNTOWN DEVELOPMENT AUTHORITY.

Do not sign this Petition unless you have read or have had read to you the Petition in its entirety and understand its meaning.

Signature	Printed Name	Address	County
TOG Cook Company Ltd by Gary R Cook general partner	Gary R. Cook	P.O. Box 9392 Denver, CO 80209	Denver

Your signature must be witnessed by a Notary Public.

CORPORATE AFFIDAVIT OF AUTHORITY

***Required if record title to property is held by a Corporation, Partnership, LLC, LLP
or any other entity that is not a natural person***

I, Gary R. Cook (print name) do solemnly swear or affirm that I am authorized to sign the Petition on behalf of TDG COOK COMPANY, LTD., the record owner in fee of each parcel of land located adjacent to the existing boundaries of the Denver Downtown Development Authority represented by and described on the foregoing Petition ("Property"), and that I have submitted the Petition for the inclusion of said Property into the boundaries of the Denver Downtown Development Authority on behalf of such record owner.

Date: August 1, 2025

Signature: Gary R. Cook

Title: general partner

Notarization:

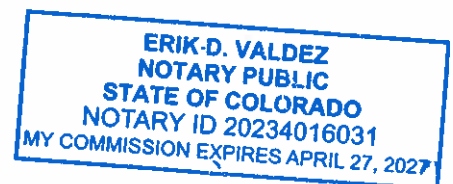
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing Petition signature was subscribed or acknowledged before me this 01 day of August, 2025 by Gary R. Cook as authorized representative of TDG Cook Company, LTD.

[Signature]
Notary Public

My commission expires: 4/27/27

SEAL



First American Title Insurance Company
 7887 E. Belleview Ave. Ste. 325
 Englewood, CO 80111
 Telephone (303) 305-1300



*First American
 Title Insurance Company*

OWNERSHIP & ENCUMBRANCE REPORT

To: Dawna Wilder	From: Customer Service
City of Denver	Direct: (303) 305-1300
	Email: O&E@FirstAm.com
	Order Number: 25833400
Email: dawnna.wilder@denvergov.org	
Loan Number:	

Date of Records: June 27, 2025

Date of Report: July 29, 2025

Address: 600 16th St Denver, CO
 Current Owner: TDG COOK CO LTD
 County: DENVER

LEGAL DESCRIPTION:

Lots 29 THROUGH 32, Block 162, East Denver

DOCUMENTS OF RECORD:

Vesting Documents:

- Warranty Deed recorded April 25, 2007 at Reception No. [2007066028](#).
- Warranty Deed recorded September 12, 1990 at Reception No. [R-90-0083592](#).
- Warranty Deed recorded September 12, 1990 at Reception No. [R-90-0083595](#).
- Warranty Deed recorded August 11, 2004 at Reception No. [2004165169](#).
- Warranty Deed recorded August 11, 2004 at Reception No. [2004165170](#).
- Covenants / Restrictions recorded February 7, 2018 at Reception No. [2018014707](#).
- Warranty Deed recorded April 17, 2018 at Reception No. [2018044795](#).

Encumbrances:

- None

Judgments and Liens:

The following Items were found using a general name search and may or may not belong to the owner of the property listed above.

- None

DISCLAIMER TO CLIENT:

This Property Report includes information from certain documents imparting constructive notice and appearing in the official records relating to the real property described. It does not directly or indirectly set forth or imply any opinion, warranty, guarantee, insurance, or other similar assurance as to the status of title to real property, and may not list all liens, defects, encumbrances and other matters affecting title thereto. This report has been prepared solely for the purpose of providing public record information. Accordingly, liability hereunder is strictly limited to the amount paid for this Report OR IF REQUIRED, TO STATUTORY LIMITS DEPENDING ON THE jurisdiction THAT THIS PROPERTY LIES WITHIN and no liability is assumed regarding the accuracy or completeness of this Report.

THIS IS THE BEST POSSIBLE IMAGE

Attached to this cover page is the best possible image SKLD has available of this document.
The document image at the county may or may not be a better copy.

West of Cherry Creek is West Denver; also known as Auraria.

East of Cherry Creek is East Denver, also known as Denver City.



AUGUST 8TH 1859

DENVER CITY
AUGUST 20TH 1859.

RICHARD ED. WHITSITT --
Recorder of the County
of Anapative, K. T.

Resolved
by the City Council of the City of Denver that Wm J. Barker, Mayor of said City, be and he is hereby instructed and empowered to file a copy of said map for record, in the County Clerk's Office of the County of Arapahoe, and also to file a copy of said map in the City Clerk's Office of said City of Denver.

I hereby certify that the above resolution offered by Alderman Hoffer was adopted by the City Council of the City of Denver at their regular meeting held on Thursday February 24th AD, 1876.

Arrest
C. F. Leimer,
City Clerk

This map was filed for record in my office by Wm J. Barker, Mayor of the City of Denver, at 9 o'clock A.M. February 26, 1876, and is duly recorded in Book 1 of Maps on Page 14.

Wilbur C. Lothrop,
 Clerk and Recorder.

Scale (Original Map
250 feet to 1 inch)
500 feet to 1 inch

CHICAGO STREET
WABASH STREET
LA SALLE STREET

N
S

Drawn by Harry G. Lee 1934



2007066028

Page: 1 of 3
04/25/2007 12:14P
R16.00 D137.50

City & County Of Denver

WD

R16.00

D137.50

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED ("Deed") evidences a conveyance by ROBERT E. COOK ("Grantor") to TDG COOK COMPANY, LTD., a Colorado limited partnership ("Grantee"), whose business address is 1625 Broadway, Suite 2460, Denver, Colorado 80202.

Grantor, for and in consideration of the sum of ONE MILLION THREE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$1,375,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, that certain property located in the City and County of Denver, State of Colorado which is described on Exhibit "A" attached to this Deed (the "Property"); together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the Property, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property above bargained and described, with the appurtenances unto Grantee, its successors and assigns forever. And Grantor, for himself, his heirs, successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof by, through, or under Grantor, except for the lien of general taxes and assessments for the current year and all subsequent years, including any taxes and assessments resulting from the inclusion of the Property within the maintenance district for the 16th Street Pedestrian and Transit Mall, and the matters shown on Exhibit "B" attached to this Deed (the "Permitted Exceptions").

Executed effective as of this 25 of April, 2007.

Robert E. Cook
ROBERT E. COOK

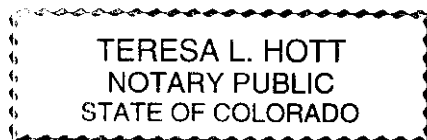
STATE OF Co)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 25th day of April, 2007, by ROBERT E. COOK.

WITNESS my hand and official seal.

My commission expires: 3/21/09

[SEAL]



My Commission Expires 03/21/2009

T. Hott
Notary Public

Doc Fee \$137.50

1435984



EXHIBIT "A" TO SPECIAL WARRANTY DEED

("PROPERTY")

An undivided 22.50% in and to the following described Property:

LOTS 29 THROUGH 32,
BLOCK 162,
EAST DENVER,

City and County of Denver,
State of Colorado.

Also known and numbered as: 600 – 616 16TH Street, Denver, CO

EXHIBIT "B" TO SPECIAL WARRANTY DEED

("PERMITTED EXCEPTIONS")

1. THE EFFECT OF THE INCLUSION OF THE SUBJECT PROPERTY IN THE 16TH STREET PEDESTRIAN AND TRANSIT MALL LOCAL MAINTENANCE DISTRICT, AS DISCLOSED BY THE INSTRUMENT RECORDED NOVEMBER 19, 1990 AT RECEPTION NO. 90-01-0106608.
2. THE EFFECT OF THE INCLUSION OF THE SUBJECT PROPERTY IN THE DOWNTOWN DENVER BUSINESS IMPROVEMENT DISTRICT, AS DISCLOSED BY ORDINANCE NO. 501, SERIES OF 1992, RECORDED AUGUST 5, 1992 AT RECEPTION NO. 089656.
3. THE EFFECT OF THE INCLUSION OF THE SUBJECT PROPERTY IN THE DOWNTOWN DENVER HISTORIC DISTRICT, AS DISCLOSED BY ORDINANCE NO. 972, SERIES OF 200, RECORDED DECEMBER 8, 2000 AT RECEPTION NO. 2000178757.
4. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER MEMORANDUM OF REDEVELOPMENT AGREEMENT, WHICH WAS RECORDED FEBRUARY 7, 2005 AT RECEPTION NO. 2005022167.
5. EXISTING LEASES AND TENANCIES IN EFFECT AS OF THE DATE HEREOF AND KNOWN TO GRANTEE.

Recorded as
Rec R-90-0083592 9/12/90 10:07 W D 1/ 1
FELICIA MUFTIC DENVER COUNTY 5.00 .00 lcr.

SPECIAL WARRANTY DEED

THIS DEED, Made this 5th day of September, 1990,
between Barbara Cook and Gary R. Cook, Trustees of the
Julian L. Cook Residuary Trust

of the City and *
County of Denver, State of Colorado, grantor(s), and
TDG Cook Company, Ltd., a Colorado limited partnership

whose legal address is 1616 Glenarm Street, Suite 1404, Denver,
Colorado 80202

of the City and County of Denver, State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of **TEN AND NO/100 (\$10.00)** -----

----- DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do es grant,
bargain, sell, convey and confirm, unto the grantee(s), its heirs and assigns forever, all the real property, together with improvements,
if any, situate, lying and being in the City and County of Denver, State of Colorado,
described as follows: An undivided twenty-five percent (25%) interest as a tenant in
common in Lots 29 through 32, inclusive, Block 162, East Denver

NO CONSIDERATION - EXEMPT TRANSFER UNDER COLORADO REVISED STATUTES SECTION
39-13-104(1)(b) - NO DOCUMENTARY FEE

also known by street and number as: 600-616 16th Street, Denver, Colorado

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and
reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the
grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), its heirs and
assigns forever. The grantor(s), for itself, its heirs and personal representatives or successors, do es covenant and agree that
it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s),
heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

Julian L. Cook Residuary Trust

By Barbara Cook
Barbara Cook, Trustee

By Gary R. Cook
Gary R. Cook, Trustee

STATE OF COLORADO

County of Arapahoe

The foregoing instrument was acknowledged before me this

5th day of September, 1990,
by Barbara Cook and Gary R. Cook, Trustees of the Julian L. Cook Residuary Trust.

Witness my hand and official seal.

My commission expires 1-31-93

Judith M. Nelson
Notary Public

Is a public record
If in Denver, insert City and
County names in spaces
below: Denver, Colorado 80202

Recorded at _____ o'clock _____ M.
 Reception R-90-0083595 9/12/90 10:07 W D 1/ 1
5.00 .00
FELICIA MUFTIC DENVER COUNTY

SPECIAL WARRANTY DEED

THIS DEED, Made this 5th day of September, 1990,
 between Barbara Cook and Gary R. Cook, Trustees of the
TDG Cook Irrevocable Trust dated August 31, 1981

of the City and
 County of Denver, State of Colorado, grantor(s), and
TDG Cook Company, Ltd., a Colorado limited partnership

whose legal address is 1616 Glenarm Street, Suite 1404, Denver,
Colorado 80202

of the City and County of Denver, State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of TEN AND NO/100 (\$10.00) -----
 ----- DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant,
 bargain, sell, convey and confirm, unto the grantee(s), its heirs and assigns forever, all the real property, together with improvements,
 if any, situate, lying and being in the City and County of Denver, State of Colorado,
 described as follows: An undivided thirty percent (30%) interest as a tenant in common
in Lots 29 through 32, inclusive, Block 162, East Denver

NO CONSIDERATION - EXEMPT TRANSFER UNDER COLORADO REVISED STATUTES SECTION
39-13-104(1)(b) - NO DOCUMENTARY FEE

also known by street and number as: 600-616 16th Street, Denver, Colorado

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and
 reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the
 grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), its heirs and
 assigns forever. The grantor(s), for itself, its heirs and personal representatives or successors, does covenant and agree that
it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s),
heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).
IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

TDG Cook Irrevocable Trust
Dated August 31, 1981

By Barbara Cook
Barbara Cook, Trustee

By Gary R. Cook
Gary R. Cook, Trustee

STATE OF COLORADO

County of Arapahoe

The foregoing document was acknowledged before me this

5th day of September, 1990,
Barbara Cook and Gary R. Cook, Trustees of the TDG Cook Irrevocable Trust
Dated August 31, 1981.

Witness my hand and official seal.

My commission expires 1-31-93

Judith M. Nelson
 Notary Public

*If in Denver, insert "City and."



2004165169

Page: 1 of 2

08/11/2004 10:36A

City & County Of Denver

WD

R11.00

034.87

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED ("Deed") evidences a conveyance by MONNI G, LLC, a Colorado limited liability company ("Grantor") to TDG COOK COMPANY, LTD., a Colorado limited partnership ("Grantee"), whose business address is 1625 Broadway, Suite 2750, Denver, Colorado 80202.

Grantor, for and in consideration of the sum of THREE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$348, 750.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, that certain property located in the City and County of Denver, State of Colorado which is described on Exhibit "A" attached to this Deed (the "Property"); together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the Property, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property above bargained and described, with the appurtenances unto Grantee, its successors and assigns forever. And Grantor, for itself, its successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof by, through, or under Grantor.

Executed as of this 10 of August, 2004.

MONNI G, LLC, a Colorado limited liability company

By: Monica L. Gelfond

Printed Name: Monica L. Gelfond

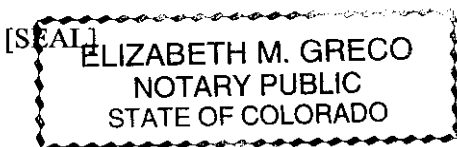
Title: Sole Member and Manager

STATE OF Colo)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 10 day of August, 2004, by Monica L. Gelfond as the sole member and Manager of MONNI G, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 2/23/08



My Commission Expires 02/23/2008

Elizabeth M. Greco
Notary Public



EXHIBIT "A" TO SPECIAL WARRANTY DEED

(“PROPERTY”)

An undivided 11.25% in and to the following described Property:

LOTS 29 THROUGH 32,
BLOCK 162,
EAST DENVER,

City and County of Denver,
State of Colorado.

Also known and numbered as: 600 – 616 16TH Street, Denver, CO



SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED ("Deed") evidences a conveyance by MARCIE GELFOND BOXER ("Grantor") to TDG COOK COMPANY, LTD., a Colorado limited partnership ("Grantee"), whose business address is 1625 Broadway, Suite 2750, Denver, Colorado 80202.

Grantor, for and in consideration of the sum of THREE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$348, 750.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, that certain property located in the City and County of Denver, State of Colorado which is described on Exhibit "A" attached to this Deed (the "Property"); together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the Property, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property above bargained and described, with the appurtenances unto Grantee, its, successors and assigns forever. And Grantor, for herself, her heirs, successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof by, through, or under Grantor.

Executed as of this 10 of August, 2004.

Marcie Gelfond Boxer
MARCIE GELFOND BOXER

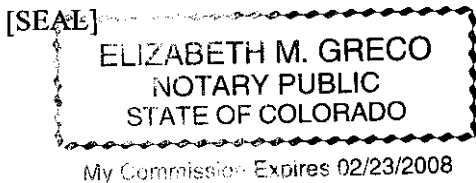
STATE OF Colo)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 10 day of August, 2004, by MARCIE GELFOND BOXER.

WITNESS my hand and official seal.

My commission expires: 2/23/08

Elyse M. H.
Notary Public



Doc Fee 34.88

EXHIBIT "A" TO SPECIAL WARRANTY DEED

(“PROPERTY”)

An undivided 11.25% in and to the following described Property:

LOTS 29 THROUGH 32,
BLOCK 162,
EAST DENVER,

City and County of Denver,
State of Colorado.

Also known and numbered as: 600 – 616 16TH Street, Denver, CO



★ Re-recorded to correct document

WHEN RECORDED RETURN TO:

Jason J. Pomerantz, Esq.
NAI Shames Makovsky
1400 Glenarm Pl., Suite 100
Denver, CO 80202

**DECLARATION AND AGREEMENT OF
RECIPROCAL COVENANTS AND RESTRICTIONS**

This Declaration and Agreement of Reciprocal Covenants and Restrictions (this “Declaration”), dated effective as of this 13th day of October 2017, is created by and between Ephraim, LLC, a Colorado limited liability company (“Ephraim”), and TDG Cook Company, Ltd., a Colorado limited liability limited partnership (“TDG”) and, together with Ephraim, collectively, the (“Parties”).

A. Recitals

A-1. Ephraim is the sole owner in fee simple of (i) Lots 1 – 4, inclusive and the improvements thereon, (ii) Lots 25 – 28 inclusive and the Northeasterly 20 Feet of Lot 24, and (iii) Lots 5 – 8 inclusive and the Northeasterly 20 Feet of Lot 9, all in Block 162, East Denver, in the City and County of Denver, State of Colorado (the “Ephraim Property”).

A-2. TDG is the sole owner in fee simple of Lots 29 – 32 inclusive, Block 162, East Denver, in the City and County of Denver, State of Colorado, and the improvements thereon (the “TDG Property”).

A-3. The City and County of Denver, State of Colorado (the “City”) has on December 22, 2016 vacated the alley that bisects Block 162, East Denver, in the City (the “Prior Alley”) which alley was in part between and adjacent to the Ephraim Property and the TDG Property and aided in the service access to the Ephraim Property and aided in the service access to the TDG Property, as depicted on **Exhibit 1** attached hereto. The portion of the Prior Alley which was adjacent to the Ephraim Property and to the TDG Property as a result of such vacation is presently owned in equal portions by Ephraim and by TDG as depicted on **Exhibit 2** attached hereto and as more fully described on **Exhibit 3** attached hereto. A copy of the vacation ordinance describing the Prior Alley is attached hereto as **Exhibit 4**.

A-4. In connection with the vacation of the Prior Alley, the Parties shall dedicate to the City a new City-owned “L” shaped public alley running to and from 16th Street and Welton Street (“New Alley”).



Welton”) as depicted on **Exhibit 5** attached hereto and as more fully described on **Exhibit 6** attached hereto.

A-5. The dedications in paragraph A-4 shall occur by the execution and delivery of deeds to the City within five business days after such dedications and any other governmental requirements related to the New Alley-Welton are first approved by the City and by any other applicable regulatory entity, after which construction of the selected New Alley-Welton shall proceed with diligence by Ephraim as to accomplishing the foregoing.

A-6. No change shall be made in the above selected dedications after made without the consent of the Parties evidenced by a written instrument duly executed by each of the Parties, nor shall either Party seek to accomplish a change in the dedications without the consent of the other Party evidenced by a written instrument duly executed by the other Party. Notwithstanding the forgoing, on or before the elapse of twenty-four months after the substantial completion of construction of the New Alley-Welton, Ephraim may on one occasion only by notice to TDG in the form of **Exhibit 7** attached hereto change the location of the New Alley-Welton to a new City-owned “L” shaped public alley running to and from 16th Street and California Street (“New Alley-California”) as depicted on **Exhibit 8** attached hereto and as more fully described on **Exhibit 9** attached hereto, and all of the above provisions with respect to establishing the New Alley-Welton shall apply to establishing the New Alley-California. Upon the completion of the establishment of the New Alley-California Ephraim shall give notice thereof to TDG in the form of **Exhibit 16** attached hereto.

A-7. Part B of this document sets forth the provisions with respect to the New Alley-Welton; part C of this document sets forth the provisions with respect to the New Alley- California if subsequently selected by Ephraim; and part D of this document sets forth certain provisions that apply to each of the New Alley-Welton and the New Alley-California.

B. New Alley-Welton

B-1. Declaration. Ephraim and TDG hereby declare that the Ephraim Property and the TDG Property shall be subject to the following reciprocal agreements, covenants and restrictions with respect to the New Alley-Welton and subject to the terms and conditions set forth herein. In connection therewith is Ephraim’s agreement set forth herein to certain agreements, covenants and restrictions on Ephraim’s ability to construct improvements above and below the New Alley-Welton New Portion.

B-2. New Alley-Welton. The portion of the New Alley-Welton that is comprised of a portion of the Prior Alley adjacent to and between Lots 1 – 4 and Lots 29 – 32 as depicted on **Exhibit 2** attached

hereto and as more fully described on **Exhibit 3** attached hereto, shall constitute a full dedication by the Parties to the City (the “New Alley-Welton Existing Portion”). The remaining portion of the New Alley-Welton that shall comprise a portion of Lot 28, a portion of Lot 27 and a portion of the Prior Alley as depicted on **Exhibit 10** attached hereto, and as more fully described on **Exhibit 11** attached hereto (the “New Alley-Welton New Portion”) shall constitute a partial dedication by Ephraim to the City from the elevation that is four feet below the bottom surface of the pavement of the New Alley-Welton New Portion up to the elevation that is twenty-three feet above the top surface of the pavement of the New Alley-Welton New Portion. Ephraim shall retain the area that is more than four feet below the bottom surface of the pavement of the New Alley-Welton New Portion (the “New Alley-Welton New Portion Subsurface Rights Area”) and the area that is more than twenty-three feet above the top surface of the pavement of the New Alley-Welton New Portion (the “New Alley-Welton New Portion Air Rights Area”). Notwithstanding the foregoing, if or to the extent that the City does not approve the above partial dedication or requires an enlarged partial dedication to the City, the New Alley-Welton New Portion shall constitute a full dedication or if applicable, an enlarged partial dedication to the City.

B-3. Construction of New Alley-Welton. Ephraim shall pay all of the costs of constructing the New Alley-Welton and, if not performed by the City, of subsequently maintaining and repairing the New Alley-Welton. Such construction, and such maintenance and repair if applicable, shall at all times be performed in compliance with all present and future laws and regulations of the City applicable to City-owned public alleys.

B-4. New Alley-Welton New Portion Subsurface Rights.

(a) Provided that the City approves the partial dedication to the City for the New Alley-Welton New Portion excluding the New Alley-Welton New Portion Subsurface Rights Area as set forth in paragraph B-2 above, and provided that the City approves the use of the New Alley-Welton New Portion Subsurface Rights Area as set forth in this paragraph B-4 to the extent that such City approval is required by its rules and regulations, as to the New Alley-Welton New Portion Subsurface Rights Area, Ephraim shall have the right to build to the lot line of the TDG Property within the New Alley-Welton New Portion Subsurface Rights Area (except to the extent of and without disturbance to any subsurface encroachment of the TDG Property beyond the lot line of the TDG Property). Notwithstanding the foregoing, Ephraim may remove any such encroachment which is not structural in nature, which does not impair the value of the TDG Property and which removal is approved by TDG.

(b) With respect to the New Alley-Welton New Portion Subsurface Rights Area:

(i) As to the use of the New Alley-Welton New Portion Subsurface Rights Area, Ephraim shall comply with all present and future requirements of the City applicable to the use of the New Alley-Welton New Portion Subsurface Rights Area and the construction of improvements therein.

(ii) The use of the New Alley-Welton New Portion Subsurface Rights Area shall not result in any functional disadvantage with respect to the use of the New Alley-Welton New Portion other than the lack of use of the New Alley-Welton New Portion Subsurface Rights Area except to the extent that such use may be necessary for the support of the New Alley-Welton New Portion and the construction, maintenance and repair of the New Alley-Welton New Portion.

(iii) Ephraim shall pay all costs and bear all liabilities with respect to the use of the New Alley-Welton New Portion Subsurface Rights Area including any costs and liabilities with respect to the New Alley-Welton New Portion or the TDG Property arising from construction, maintenance or repair within the New Alley-Welton New Portion Subsurface Rights Area, and Ephraim shall indemnify and hold harmless TDG with respect to all such costs and liabilities.

B-5. New Alley-Welton New Portion Air Rights.

(a) Provided that the City approves the partial dedication to the City for the New Alley-Welton New Portion excluding the New Alley-Welton New Portion Air Rights Area as set forth in paragraph B-2 above and provided that the City approves the use of the New Alley-Welton New Portion Air Rights Area as set forth in this paragraph B-5 to the extent that such City approval is required by its rules and regulations, as to the New Alley-Welton New Portion Air Rights Area, and also subject to the Buffer Zone Restrictions as set forth in paragraph B-6 below and the use restrictions set forth in paragraph B-7 below, Ephraim shall have the right to build to the lot line of the TDG Property within the New Alley-Welton New Portion Air Rights Area (except to the extent of and without disturbance to any encroachment of the TDG Property beyond the lot line of the TDG Property) in a cantilever fashion but not in a manner that touches the TDG Property or in any manner that utilizes the TDG Property or if applicable the New Alley-Welton for support.

(b) With respect to the New Alley-Welton New Portion Air Rights Area:

(i) As to the use of the New Alley-Welton New Portion Air Rights Area, Ephraim shall comply with all present and future requirements of the City applicable to the use of the New Alley-Welton New Portion Air Rights Area and the construction of improvements therein.

(ii) The use of the New Alley-Welton New Portion Air Rights Area shall not result in any functional disadvantage with respect to the use of the New Alley-Welton New Portion other than the lack of use of the New Alley-Welton New Portion Air Rights Area.

(iii) Ephraim shall pay all costs and bear all liabilities with respect to the use of the New Alley-Welton New Portion Air Rights Area including any costs and liabilities with respect to the New Alley-Welton New Portion or the TDG Property arising from construction, maintenance or repair within the New Alley-Welton New Portion Air Rights Area, and Ephraim shall indemnify and hold harmless TDG with respect to all such costs and liabilities.

B-6. Buffer Zone Restrictions. In addition to the restrictions set forth in paragraph B-5 above and subject to the use restrictions set forth in paragraph B-7 below, Ephraim's right to construct improvements in the New Alley-Welton New Portion Air Rights Area is subject to the following restrictions (the "Buffer Zone Restrictions"):

(a) Hotel With Ballroom Improvements. If on or before December 31, 2036, Ephraim substantially completes the construction on the Ephraim Property of a hotel that contains a ballroom, banquet hall and/or conference center as an element of such structure, Ephraim shall be permitted to construct a cantilevered structure for such ballroom, banquet hall and/or conference center in an area over a part of the New Alley-Welton New Portion except for the rectangular-type area that is 20 feet wide and is of a length from the southerly corner of the TDG Property running parallel with the southwesterly boundary of the TDG Property to the point on such boundary line that is 65 feet from the southerly corner of the TDG Property.

(b) Other Improvements. In the event that any other structure is constructed on the Ephraim Property other than a hotel that contains a ballroom, banquet hall and/or conference center, Ephraim shall be permitted to construct a cantilevered structure over the New Alley-Welton New Portion except for the rectangular-type area that is 20 feet wide and is of a length from the southerly corner of the TDG Property running parallel with the southwesterly boundary of the TDG Property to the point on such boundary line that is 97 feet from the southerly corner of the TDG Property.

If the construction of such other structure is commenced before December 31, 2036, the construction described in paragraph B-6(a) above may not later occur.

B-7. New Alley-Welton Use Restrictions. The New Alley-Welton shall be utilized in accordance with the laws and regulations of the City for a City-owned public alley for the benefit of the TDG Property improvements and for the benefit of the Ephraim Property improvements. However, even if allowed by the City, Ephraim with respect to the Ephraim Property shall not use or authorize the use of the New Alley-Welton for vehicle access to or from (a) the main public entrance or exit of any building or business, (b) the public or valet entrance or exit of a parking garage, or (c) the entrance or exit of a porte cochere. Nothing contained in the foregoing sentence shall be construed to prohibit the use of the New Alley-Welton for access to the Ephraim Property for service vehicles including for service vehicle access to or from a parking garage.

B-8. Enforcement of Obligations. If one of the Parties hereto shall fail to comply with any of the material provisions of this Declaration, the other Party shall have full power and authority to enforce compliance with this Declaration in any manner provided for by law or in equity, including without limitation (a) an action for damages, or (b) an action to enjoin any violation or specifically enforce the provisions of this Declaration, or (c) a report to the City of any violation of the laws or regulations of the City applicable to the New Alley-Welton. Notwithstanding the foregoing and except with respect to any violation of the laws or regulations of the City applicable to the New Alley-Welton, a Party shall not take any action to enforce compliance with this Declaration until such Party has given the other Party a written notice describing the specific claimed default and thirty days to cure the claimed default, or if necessary such longer period as is reasonable under the circumstances provided that such Party is diligently proceeding with such cure, but in no event longer than ninety days, and provided that such cure right shall not apply to the same type of default more than one time during any three year period.

B-9. Changes. No provision or term of this Declaration may be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument duly executed by each of the Parties hereto, designated as such a change and recorded with the Clerk and Recorder of the City and County of Denver, State of Colorado. Neither Party shall take any action without the prior written approval of the other Party to initiate or support (a) any action of the City, or of any other governmental agency, to alter the provisions of this Declaration, or (b) any action of the City to change the laws and regulations of the City applicable to the New Alley-Welton. Without limiting the foregoing, in the event that the City does not approve any provision of this Declaration with respect to the New Alley-Welton New Portion

Subsurface Rights Area or the New Alley-Welton New Portion Air Rights Area, all other provisions of this Declaration shall remain in full force and effect.

B-10. Dedication Deeds. The form of the dedication deeds for the New Alley-Welton are attached hereto as **Exhibit 12**.

C. New Alley-California

C-1. Declaration. Ephraim and TDG hereby declare that the Ephraim Property and the TDG Property shall be subject to the following reciprocal agreements, covenants and restrictions with respect to the New Alley-California and subject to the terms and conditions set forth herein. In connection therewith is Ephraim's agreement set forth herein to certain agreements, covenants and restrictions on Ephraim's ability to construct improvements above and below the New Alley-California.

C-2. New Alley-California. The portion of the New Alley-California that is comprised of a portion of the Prior Alley adjacent to and between Lots 1 – 4 and Lots 29 – 32 as depicted on **Exhibit 2**, attached hereto and as more fully described on **Exhibit 3** attached hereto, shall constitute a full dedication by the Parties to the City (the "New Alley-California Existing Portion"). The remaining portion of the New Alley-California that shall comprise a portion of Lot 5, a portion of Lot 6 and a portion of the Prior Alley as depicted on **Exhibit 13** attached hereto, and as more fully described on **Exhibit 14** attached hereto (the "New Alley-California New Portion") shall constitute a partial dedication by Ephraim to the City from the elevation that is four feet below the bottom surface of the pavement of the New Alley-California New Portion up to the elevation that is twenty-three feet above the top surface of the pavement of the New Alley-California New Portion. Ephraim shall retain the area that is more than four feet below the bottom surface of the pavement of the New Alley-California New Portion (the "New Alley-California New Portion Subsurface Rights Area") and the area that is more than twenty-three feet above the top surface of the pavement of the New Alley-California New Portion (the "New Alley-California New Portion Air Rights Area"). Notwithstanding the foregoing, if or to the extent that the City does not approve the above partial dedication or requires an enlarged partial dedication to the City, the New Alley-California New Portion shall constitute a full dedication or if applicable, an enlarged partial dedication to the City.

C-3. Construction of New Alley-California. Ephraim shall pay all of the costs of constructing the New Alley-California and, if not performed by the City, of subsequently maintaining and repairing the New Alley-California. Such construction, and such maintenance and repair if applicable, shall at all times be performed in compliance with all present and future laws and regulations of the City applicable to City-owned public alleys.

C-4. New Alley-California New Portion Subsurface Rights.

(a) Provided that the City approves the partial dedication to the City for the New Alley-California New Portion excluding the New Alley-California New Portion Subsurface Rights Area as set forth in paragraph C-2 above, and provided that the City approves the use of the New Alley-California New Portion Subsurface Rights Area as set forth in this paragraph C-4 to the extent that such City approval is required by its rules and regulations, as to the New Alley-California New Portion Subsurface Rights Area, Ephraim shall have the right to build within the New Alley-California New Portion Subsurface Rights Area.

(b) With respect to the New Alley-California New Portion Subsurface Rights Area:

(i) As to the use of the New Alley-California New Portion Subsurface Rights Area, Ephraim shall comply with all present and future requirements of the City applicable to the use of the New Alley-California New Portion Subsurface Rights Area and the construction of improvements therein.

(ii) The use of the New Alley-California New Portion Subsurface Rights Area shall not result in any functional disadvantage with respect to the use of the New Alley-California New Portion other than the lack of use of the New Alley-California New Portion Subsurface Rights Area except to the extent that such use may be necessary for the support of the New Alley-California New Portion and the construction, maintenance and repair of the New Alley-California New Portion.

(iii) Ephraim shall pay all costs and bear all liabilities with respect to the use of the New Alley-California New Portion Subsurface Rights Area including any costs and liabilities with respect to the New Alley-California New Portion or the TDG Property arising from construction, maintenance or repair within the New Alley-California New Portion Subsurface Rights Area, and Ephraim shall indemnify and hold harmless TDG with respect to all such costs and liabilities.

C-5. New Alley-California New Portion Air Rights.

(a) Provided that the City approves the partial dedication to the City for the New Alley-California New Portion excluding the New Alley-California New Portion Air Rights Area as set forth in paragraph C-2 above, and provided that the City approves the use of the New Alley-California New Portion Air Rights Area as set forth in this paragraph C-5 to the extent that such

City approval is required by its rules and regulations, as to the New Alley-California New Portion Air Rights Area, and also subject to the use restrictions set forth in paragraph C-7 below, Ephraim shall have the right to build within the New Alley-California New Portion Air Rights Area.

(i) As to the use of the New Alley-California New Portion Air Rights Area, Ephraim shall comply with all present and future requirements of the City applicable to the use of the New Alley-California New Portion Air Rights Area and the construction of improvements therein.

(ii) The use of the New Alley-California New Portion Air Rights Area shall not result in any functional disadvantage with respect to the use of the New Alley-California New Portion other than the lack of use of the New Alley-California New Portion Air Rights Area.

(iii) Ephraim shall pay all costs and bear all liabilities with respect to the use of the New Alley-California New Portion Air Rights Area including any costs and liabilities with respect to the New Alley-California New Portion or the TDG Property arising from construction, maintenance or repair within the New Alley-California New Portion Air Rights Area, and Ephraim shall indemnify and hold harmless TDG with respect to all such costs and liabilities.

C-6. Buffer Zone Restrictions. In addition to the restrictions set forth in paragraph C-5 above and in the event Ephraim selects the New Alley-California dedications Ephraim's right to construct improvements on Lot 28 described in paragraph A-1 shall be subject to the following restrictions (the "Buffer Zone Restrictions"):

(a) Hotel With Ballroom Improvements. If on or before December 31, 2036, Ephraim substantially completes the construction on the Ephraim Property of a hotel that contains a ballroom, banquet hall and/or conference center as an element of such structure which is adjacent in whole or in part to the TDG Property, Ephraim shall be permitted to construct such structure for such ballroom, banquet hall and/or conference center except in the rectangular-type area that is 20 feet wide and is of a length from the southerly corner of the TDG Property running parallel with the southwesterly boundary of the TDG Property to the point on such boundary line that is 65 feet from the southerly corner of the TDG Property ("Restricted Area 1"). Within Restricted Area 1 Ephraim shall be permitted to construct a structure which together with its appurtenances is not higher at any place than 17 feet.

(b) Other Improvements. In the event that any other structure is constructed on the Ephraim Property other than a hotel that contains a ballroom, banquet hall and/or conference center which is adjacent in whole or in part to the TDG Property, Ephraim shall be permitted to construct such structure except in the rectangular-type area that is 20 feet wide and is of a length from the southerly corner of the TDG Property running parallel with the southwesterly boundary of the TDG Property to the point on such boundary line that is 97 feet from the southerly corner of the TDG Property ("Restricted Area 2"). Within Restricted Area 2 Ephraim shall be permitted to construct a structure which together with its appurtenances is not higher at any place than 17 feet. If the construction of such other structure is commenced before December 31, 2036, the construction described in paragraph C-6(a) above may not later occur.

(c) Other Restriction. No part of a vehicle entrance or exit between the Ephraim Property and Welton Street shall be closer than 20 feet to the TDG Property.

C-7. New Alley-California Use Restrictions. The New Alley-California shall be utilized in accordance with the laws and regulations of the City for a City-owned public alley for the benefit of the TDG Property improvements and for the benefit of the Ephraim Property improvements. However, even if allowed by the City, Ephraim with respect to the Ephraim Property shall not use or authorize the use of the New Alley-California for vehicle access to or from (a) the main public entrance or exit of any building or business, (b) the public or valet entrance or exit of a parking garage, or (c) the entrance or exit of a porte cochere. Nothing contained in the foregoing sentence shall be construed to prohibit the use of the New Alley-California for access to the Ephraim Property for service vehicles including for service vehicle access to or from a parking garage.

C-8. Enforcement of Obligations. If one of the Parties hereto shall fail to comply with any of the material provisions of this Declaration, the other Party shall have full power and authority to enforce compliance with this Declaration in any manner provided for by law or in equity, including without limitation (a) an action for damages, or (b) an action to enjoin any violation or specifically enforce the provisions of this Declaration, or (c) a report to the City of any violation of the laws or regulations of the City applicable to the New Alley-California. Notwithstanding the foregoing and except with respect to any violation of the laws or regulations of the City applicable to the New Alley-California, a Party shall not take any action to enforce compliance with this Declaration until such Party has given the other Party a written notice describing the specific claimed default and thirty days to cure the claimed default, or if necessary such longer period as is reasonable under the circumstances provided that such Party is diligently

proceeding with such cure, but in no event longer than ninety days, and provided that such cure right shall not apply to the same type of default more than one time during any three year period.

C-9. Changes. No provision or term of this Declaration may be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument duly executed by each of the Parties hereto, designated as such a change and recorded with the Clerk and Recorder of the City and County of Denver, State of Colorado. Neither Party shall take any action without the prior written approval of the other Party to initiate or support (a) any action of the City, or of any other governmental agency, to alter the provisions of this Declaration, or (b) any action of the City to change the laws and regulations of the City applicable to the New Alley-California. Without limiting the foregoing, in the event that the City does not approve any provision of this Declaration with respect to the New Alley-California New Portion Subsurface Rights Area or the New Alley-California New Portion Air Rights Area, all other provisions of this Declaration shall remain in full force and effect.

C-10. Dedication Deeds. The form of the dedication deeds for the New Alley-California are attached hereto as **Exhibit 15**.

D. General Provisions

D-1. City Refusal to Accept Dedications. In the event that, other than as a result of an act or omission by Ephraim or TDG, there is an impossibility of performance as to Ephraim and TDG accomplishing the provisions of this Declaration with respect to the City's acceptance of either the partial or the full dedications of the New Alley-Welton within a reasonable period of time after all requisite materials have been submitted to the City and all customary requirements of the City associated with the dedications have been satisfied, then as a consequence of such impossibility of performance Ephraim and TDG shall not be deemed to be in default of this Declaration. Following such impossibility of performance Ephraim and TDG shall enter into a private access easement agreement for the establishment of the New Alley-Welton or the New Alley-California, as selected by Ephraim. If the City will not approve one of the foregoing private access easements, Ephraim and TDG shall enter into a private access easement for the establishment of a comparable reasonably located street level alley providing service to the loading areas of the Ephraim Property and the existing loading areas of the TDG Property with widths suitable for use by large service vehicles comparable in size to those which could have used the New Alley-Welton, providing a separate vehicle drive forward entrance and drive forward exit, and in all other respects incorporating the terms and conditions of this Declaration. All costs associated with the ownership (including property taxes) of the foregoing private access easements shall be paid by Ephraim. Notwithstanding the foregoing, if the City will approve the dedication of such comparable alley, such

alley shall be accomplished by dedications from Ephraim and TDG to the City for a public alley. In connection with the above actions of the City, TDG shall be furnished copies of all materials submitted by Ephraim to or furnished to it by the City and TDG shall be entitled to participate in all oral communications of Ephraim with the City.

D-2. Grant of Utility Easements. Ephraim and TDG hereby covenant that they shall cooperate with the location or relocation of any utilities from the Prior Alley initially to the New Alley-Welton, or subsequently if applicable to the New Alley-California, which cooperation shall include the dedication of reasonable utility easements initially in the New Alley-Welton, or subsequently if applicable in the New Alley-California, which easements do not impair the use thereof.

D-3. Effect of Covenants. The covenants, conditions, agreements and restrictions and other provisions contained herein are covenants running with the land and shall bind the Parties and their respective successors and assigns.

D-4. Notices. Any notice or communication required or permitted under the terms of this Declaration shall be in writing and sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the owner of record at the time of such notice of the Ephraim Property or the TDG Property, as applicable.

D-5. Governing Law. This Declaration is governed by the laws of the State of Colorado.

D-6. Recitals. The Recitals set forth above are hereby made a binding and integral part of this Declaration.

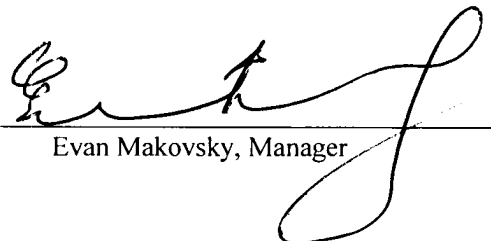
D-7. Captions. The captions appearing in this Declaration have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Declaration or any of its provisions.

D-8. Previously Recorded Declaration. The Parties agree that this Declaration supersedes the previously recorded Declaration of the same date.

[signatures on next page]

Executed as of the date first set forth above.

EPHRAIM, LLC, a Colorado limited liability company

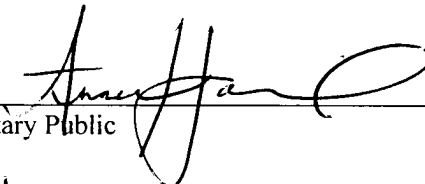
By: 
Evan Makovsky, Manager

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

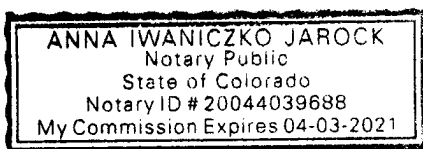
The foregoing instrument was acknowledged before me this 19th day of October, 2017 by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

Witness my hand and official seal:

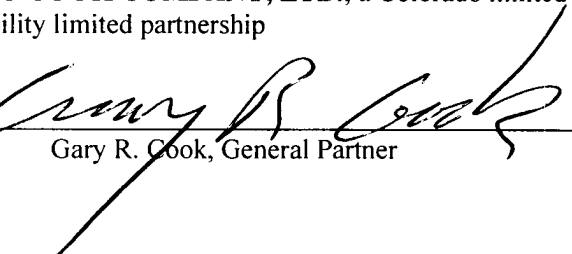
[NOTARY SEAL]


Notary Public

My commission expires: 04-03-2021



TDG COOK COMPANY, LTD., a Colorado limited liability limited partnership


By: 
Gary R. Cook, General Partner

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

The foregoing instrument was acknowledged before me this 13th day of October, 2017 by Gary R. Cook as General Partner of TDG Cook Company, Ltd., a Colorado limited liability limited partnership.

Witness my hand and official seal:

[NOTARY SEAL]


Notary Public

My commission expires: 10/12/19

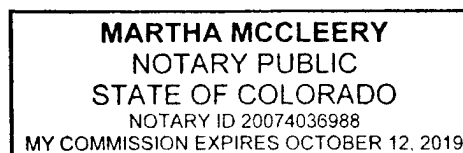


EXHIBIT 1
DEPICTION OF PRIOR ALLEY

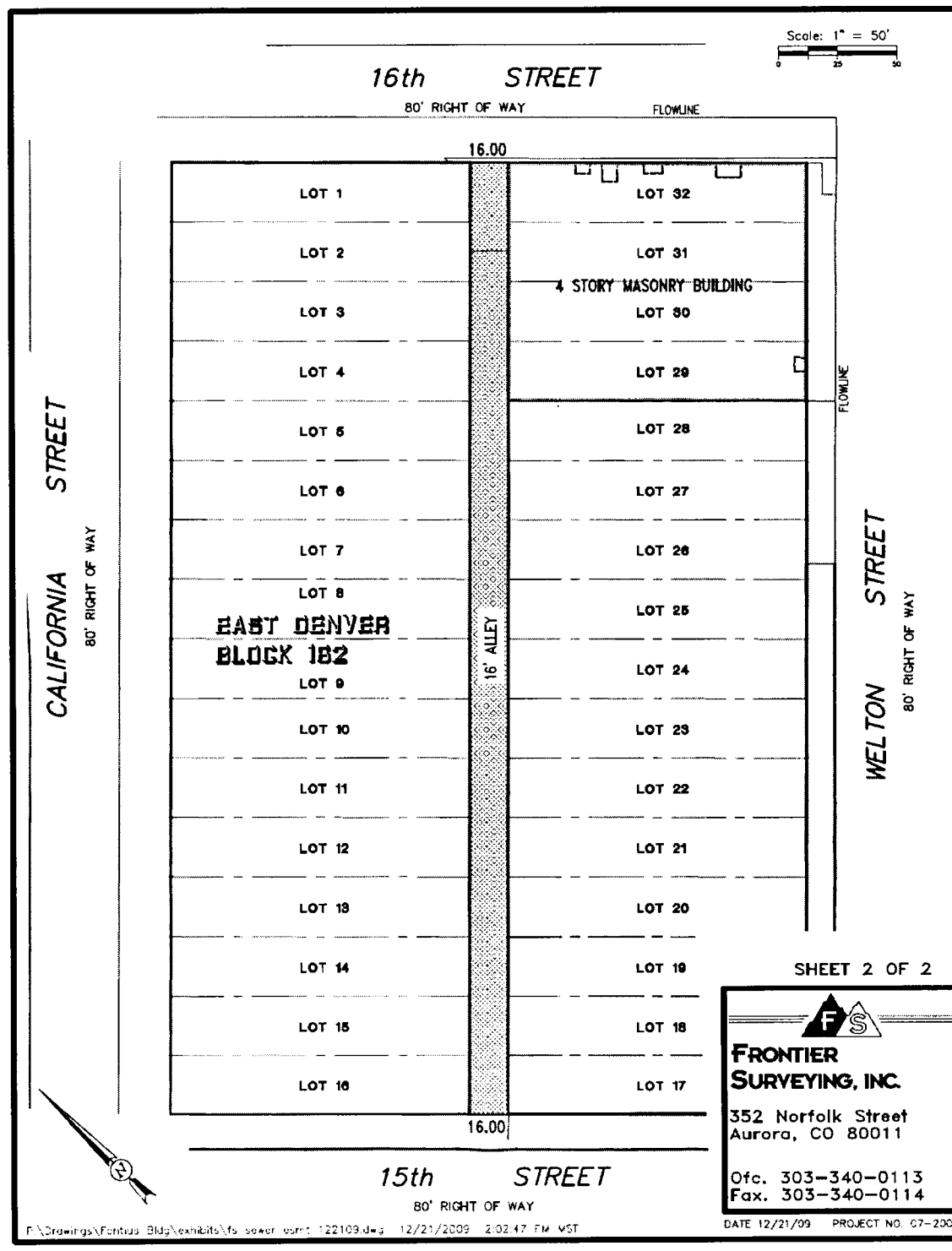
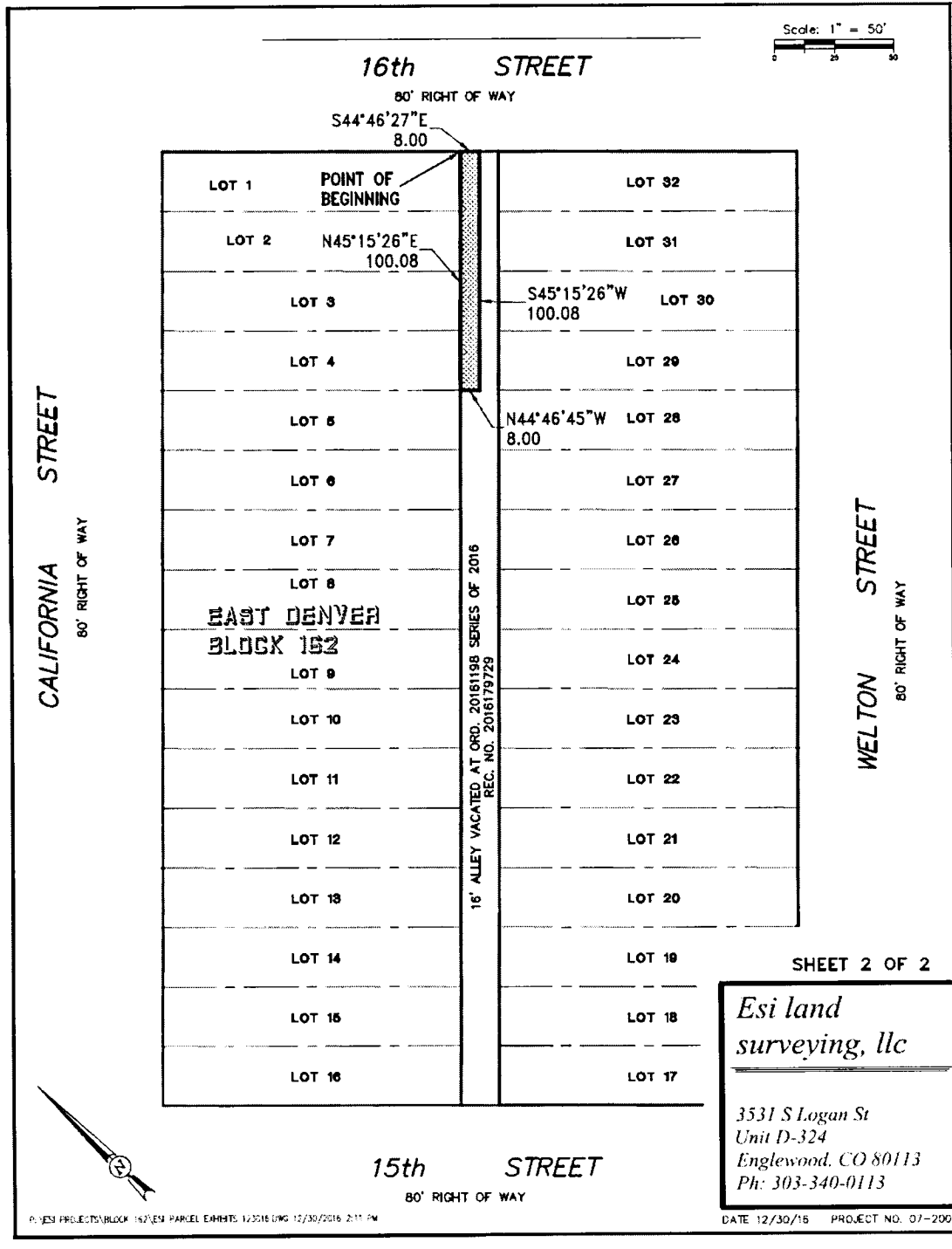


EXHIBIT 2
DEPICTION OF PRIOR ALLEY ADJACENT TO EPHRAIM
PROPERTY AND TDG PROPERTY



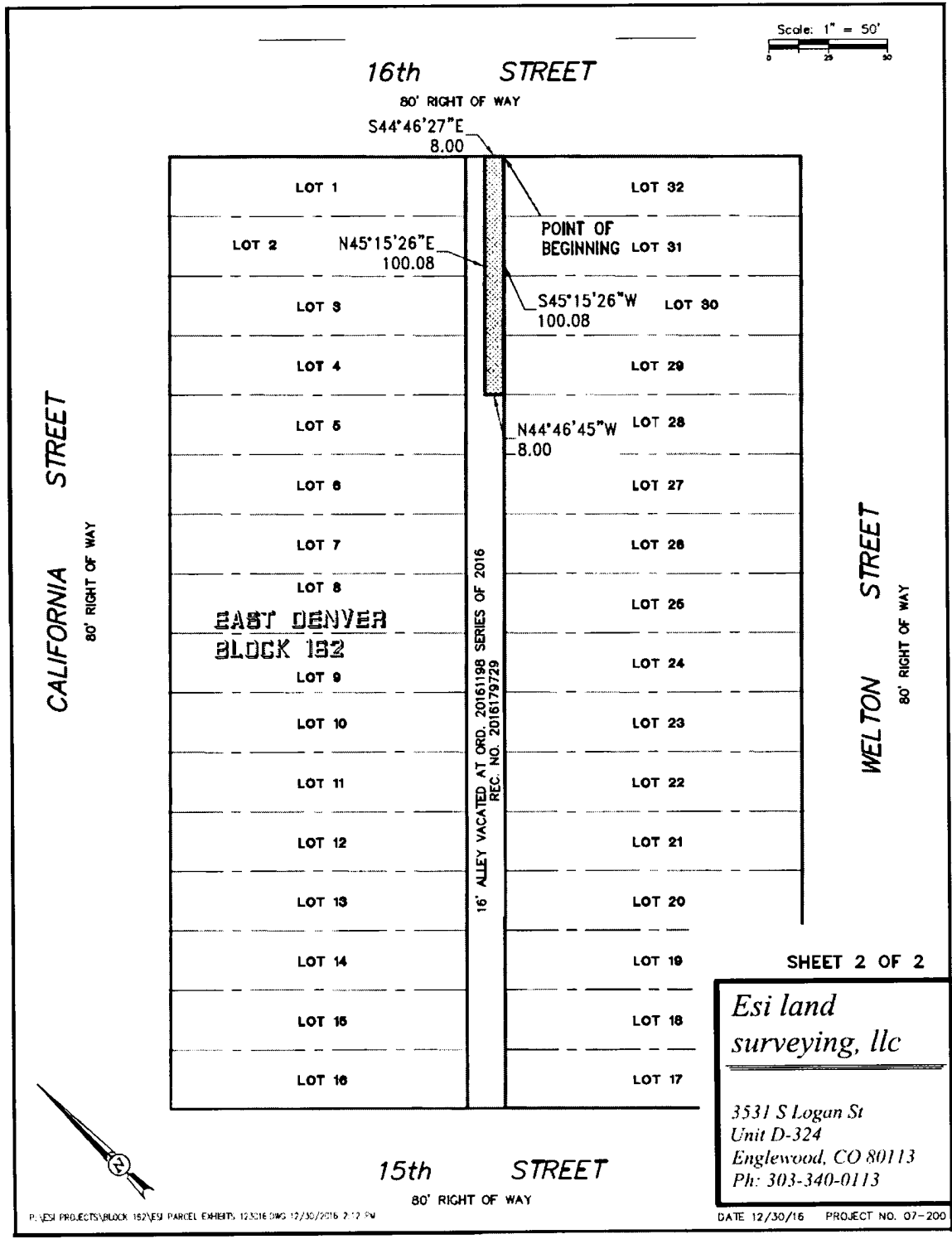


EXHIBIT 3
DESCRIPTION OF PRIOR ALLEY ADJACENT TO EPHRAIM
PROPERTY AND TDG PROPERTY

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE S45°15'26"W, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE SOUTHEAST LINE OF LOTS 1 THROUGH 4, INCLUSIVE, IN SAID BLOCK 162, A DISTANCE OF 100.08 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\ESI PROJECTS\BLOCK 162\ESI PARCEL EXHIBITS 12\2016 DWG 12/30/2016 2:10 PM

DATE 12/30/16 PROJECT NO. 07-200

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE N45°15'26"E, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET; THENCE S44°46'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

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FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

*3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113*

P:\NEW PROJECTS\BLOXK 162\NEW PARCEL EXHIBITS 123016.DWG 12/30/2016 2:11 PM

DATE 12/30/16 PROJECT NO. 07-200

EXHIBIT 4
VACATION ORDINANCE

1 **BY AUTHORITY**

2 ORDINANCE NO. 20161198 COUNCIL BILL NO. CB16-1198

3 SERIES OF 2016 COMMITTEE OF REFERENCE:

4 Land Use, Transportation & Infrastructure

5 **A BILL**

6 **For an ordinance vacating the alley bounded by 15th Street, 16th Street, Welton**
7 **Street and California Street, with reservations.**

8 **WHEREAS**, the Executive Director of Public Works of the City and County of Denver has
9 found and determined that the public use, convenience and necessity no longer require that certain
10 area in the system of thoroughfares of the municipality hereinafter described and, subject to approval
11 by ordinance, has vacated the same with the reservations hereinafter set forth;

12 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

13 **Section 1.** That the action of the Executive Director of Public Works in vacating the
14 following described right-of-way in the City and County of Denver, State of Colorado, to wit:

15 **PARCEL DESCRIPTION ROW NO. 2016-VACA-0000003-001:**

16 A PARCEL OF LAND BEING ALL OF THE 16 FOOT WIDE ALLEY ADJACENT TO LOTS 1
17 THROUGH 32, INCLUSIVE, BLOCK 162, EAST DENVER; SAID PARCEL BEING SITUATED IN THE
18 SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH
19 PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

20 SAID PARCEL CONTAINS 6405 SQUARE FEET, 0.147 ACRES, MORE OR LESS.

21 **be and the same is hereby approved and the described right-of-way is hereby vacated and**
22 **declared vacated;**

23 **PROVIDED, HOWEVER**, said vacation shall be subject to the following reservation:

24 A perpetual, non-exclusive easement is hereby reserved by the City and County of Denver ("City"),
25 its successors and assigns, over, under, across, along and through the vacated area for the
26 purposes of constructing, operating, maintaining, repairing, upgrading and replacing public or private
27 utilities including storm drainage and sanitary sewer facilities and all appurtenances to said
28 utilities. A hard surface shall be maintained by the property owner over the entire easement
29 area. The City reserves the right to authorize the use of the reserved easement by all utility providers
30 with existing facilities in the easement area. No trees, fences, retaining walls, landscaping or
31 structures shall be allowed over, upon or under the easement area. Any such obstruction may be


12/22/2016 04:22 PM R \$0.00 D \$0.00 Page: 1 of 2
City & County of Denver ORD

City & County of Denver

2016179729

2 of 2

1 removed by the City or the utility provider at the property owner's expense. The property owner shall
2 not re-grade or alter the ground cover in the easement area without permission from the City and
3 County of Denver. The property owner shall be liable for all damages to such utilities, including their
4 repair and replacement, at the property owner's sole expense. The City, its successors, assigns,
5 licensees, permittees and other authorized users shall not be liable for any damage to property
6 owner's property due to use of this reserved easement.

7 COMMITTEE APPROVAL DATE: November 29, 2016, by consent

8 MAYOR-COUNCIL DATE: December 6, 2016

9 PASSED BY THE COUNCIL: December 19, 2016

10 _____ - PRESIDENT PRO-TEM

11 APPROVED: _____ - MAYOR Dec 20, 2016

12 ATTEST: Debra J. J. J. - CLERK AND RECORDER,
13 EX-OFFICIO CLERK OF THE
14 CITY AND COUNTY OF DENVER
15

16 NOTICE PUBLISHED IN THE DAILY JOURNAL: DEC 16, 2016; DEC 23, 2016

17 PREPARED BY: Brent A. Eisen, Assistant City Attorney DATE: December 8, 2016

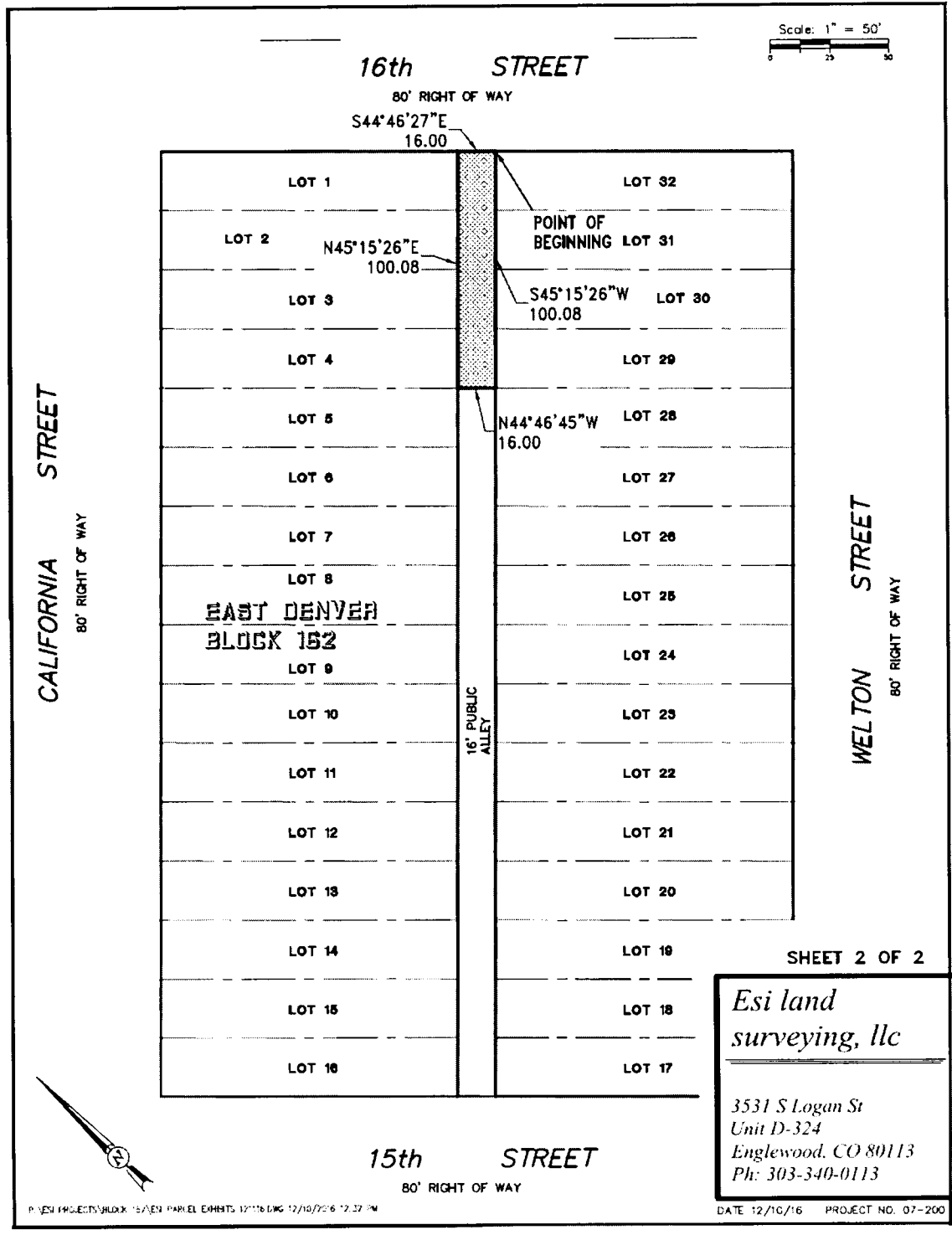
18 Pursuant to Section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of
19 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
20 ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to §
21 3.2.6 of the Charter.
22

23 Kristin M. Bronson, City Attorney for the City and County of Denver

24 BY: S. R. R., Assistant City Attorney DATE: Dec 8, 2016



EXHIBIT 5
DEPICTION OF NEW ALLEY-WELTON



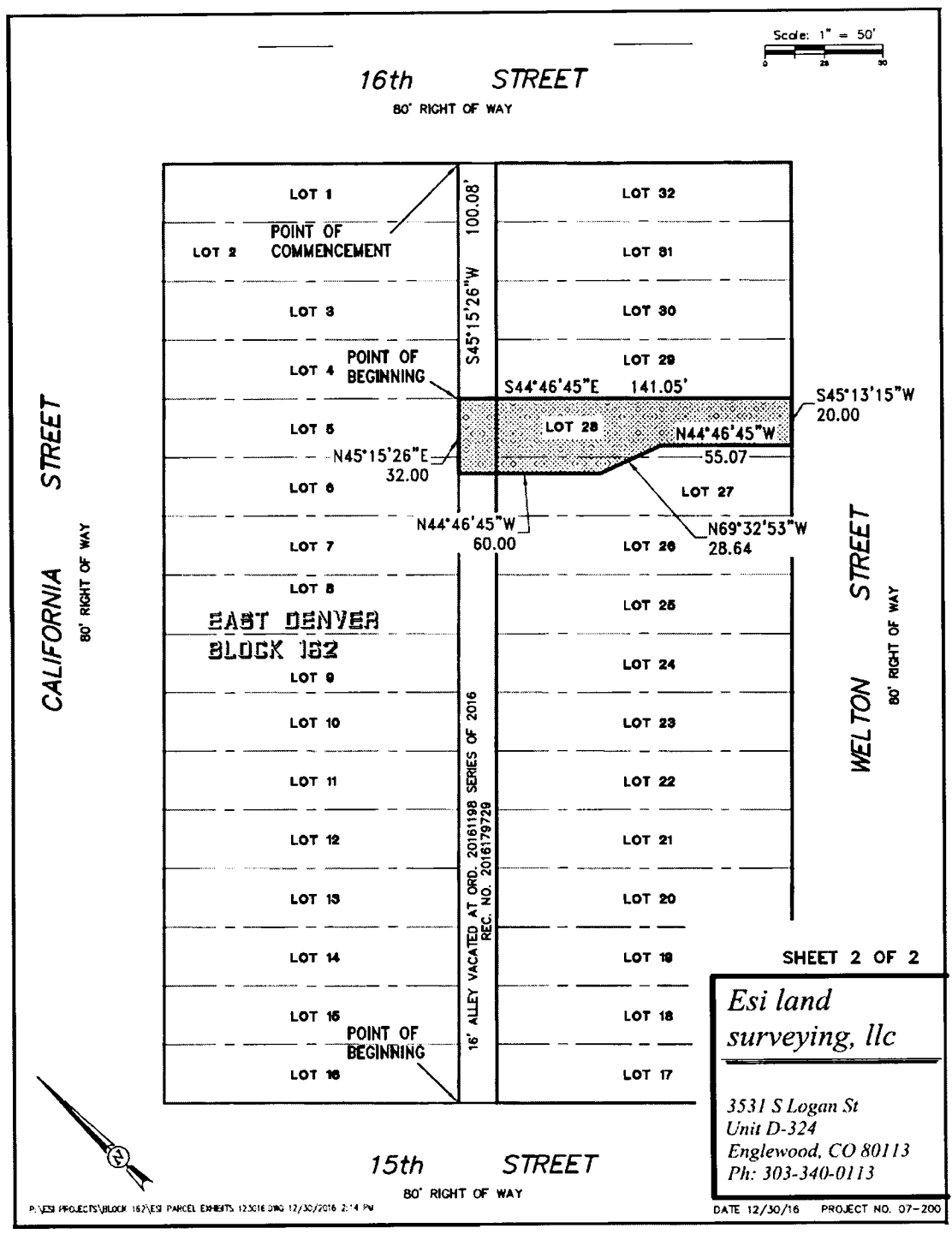


EXHIBIT 6
DESCRIPTION OF NEW ALLEY-WELTON

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 16.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1601 SQUARE FEET, 0.037 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

*3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113*

P:\ESI PROJECTS\BLOCK 162\ESI PARCEL EXHIBITS 12-11-16.DWG 12/10/2016 12:31 PM

DATE 12/10/16 PROJECT NO. 07-200

A PARCEL OF LAND BEING A PORTION OF LOT 28, A PORTION OF LOT 27, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 5 IN SAID BLOCK 162; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 28 AND THE NORTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 141.05 FEET TO THE EAST CORNER OF SAID LOT 28; THENCE S45°13'15"W, ALONG THE SOUTHEAST LINE OF SAID LOT 28, A DISTANCE OF 20.00 FEET; THENCE N44°46'45"W A DISTANCE OF 55.07 FEET; THENCE N69°32'53"W A DISTANCE OF 28.64 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\ESI PROJECTS\BLOCK 162\ESI PARCEL EXHIBITS 123016.DWG 12/30/16 2:13 PM

DATE 12/30/16 PROJECT NO. 07-200

EXHIBIT 7
FORM OF NOTICE OF SUBSEQUENT SELECTION OF
NEW ALLEY-CALIFORNIA

NOTICE OF SUBSEQUENT SELECTION OF NEW ALLEY-CALIFORNIA

Pursuant to the provisions of the October ____, 2017 Declaration and Agreement of Reciprocal Covenants and Restrictions (the “Declaration”) attached hereto between Ephraim, LLC (“Ephraim”) and TDG Cook Company, Ltd. (“TDG”), Ephraim hereby gives notice to TDG of the change from its prior selection of the New Alley-Welton dedications set forth in the Declaration (the “Prior Selection”) to the new selection of the New Alley-California dedications set forth in the Declaration as to the property depicted on Exhibit A attached hereto and as more fully described on Exhibit B attached hereto (the “New Selection”). Ephraim hereby advises TDG that it has determined that there is no regulatory impediment to accomplishing the New Selection. As a result of the New Selection, the Prior Selection shall cease to be of any force or effect upon the completion of the establishment of the New Alley-California, which completion shall be evidenced by notice from Ephraim to TDG and recorded in the real property records described on Exhibit C attached hereto.

EPHRAIM, LLC, a Colorado limited liability company

By: Evan Makovsky, Manager

Date: _____

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

20 The foregoing instrument was acknowledged before me this ____ day of _____,
by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

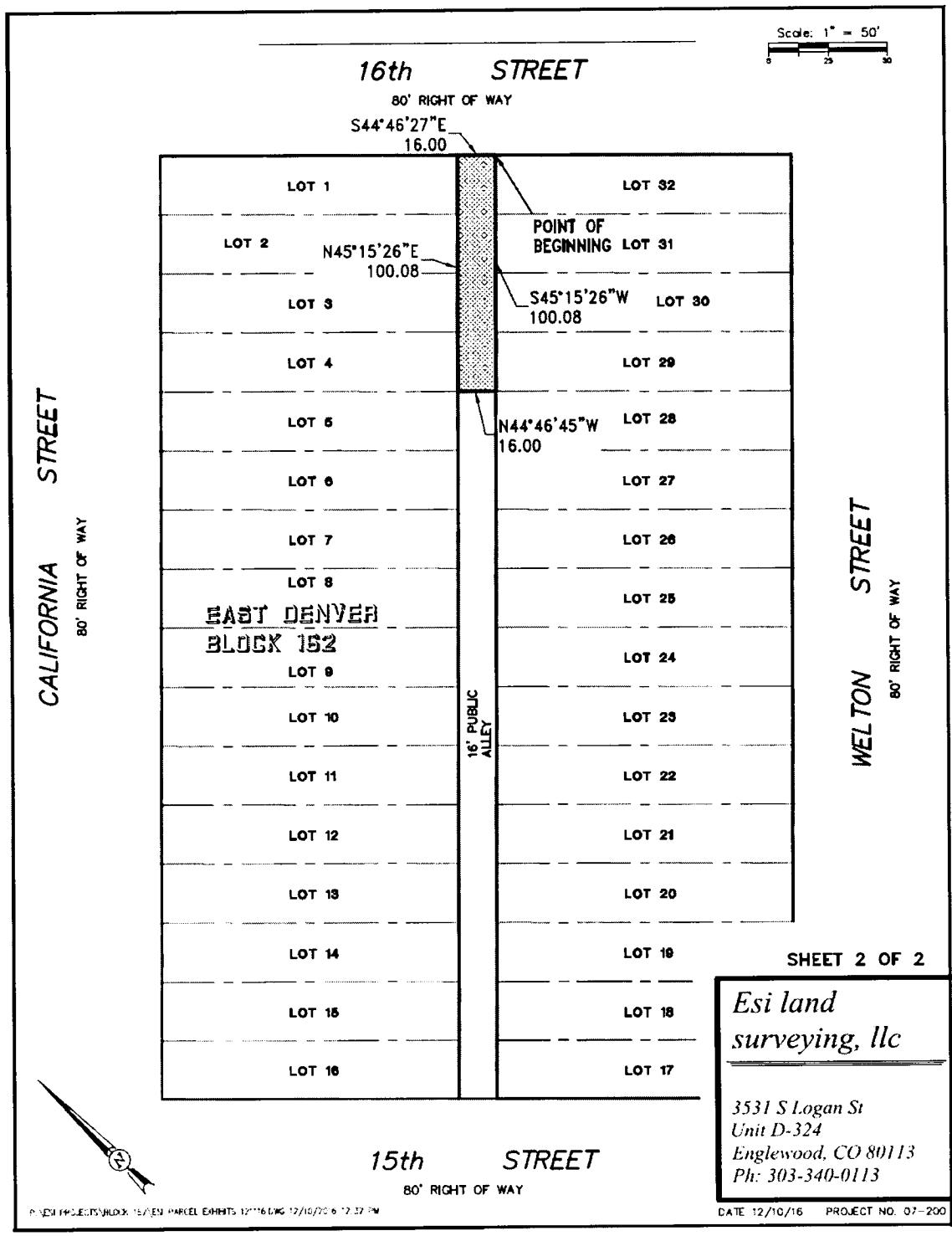
Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A
DEPICTION OF NEW ALLEY-CALIFORNIA



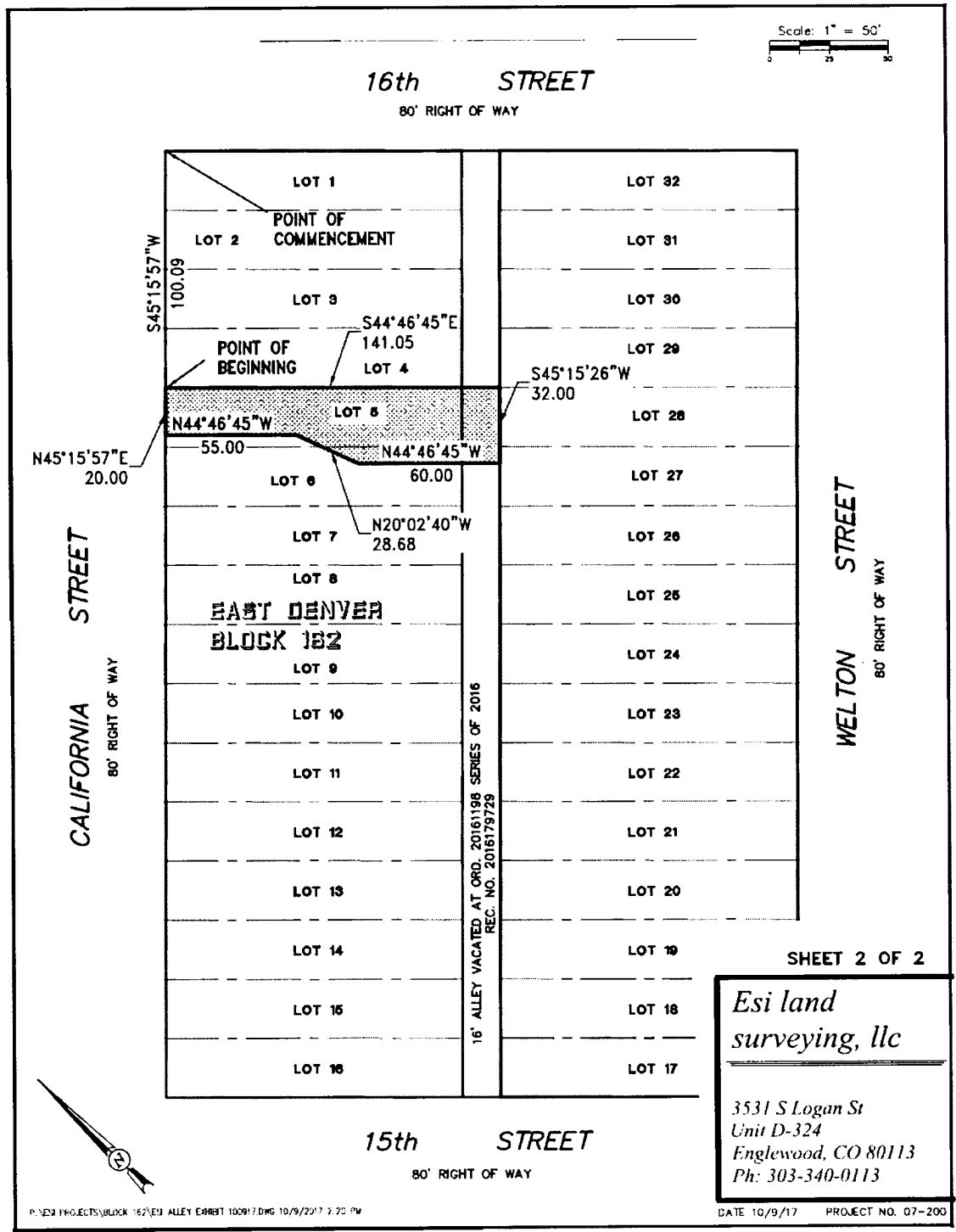


EXHIBIT B
DESCRIPTION OF NEW ALLEY-CALIFORNIA

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 16.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1601 SQUARE FEET, 0.037 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

*3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113*

P:\ESI PROJECTS\BLOCK 162\ESI PARCEL EXHIBITS 121116.DWG 12/10/2016 12:31 PM

DATE 12/10/16 PROJECT NO. 07-200

A PARCEL OF LAND BEING A PORTION OF LOT 5, A PORTION OF LOT 6, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 NORTH CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S45°15'57"W, ALONG THE NORTHWEST LINE OF SAID BLOCK 162, A DISTANCE OF 100.09 FEET TO THE NORTH CORNER OF SAID LOT 5; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 5 AND THE SOUTHEASTERLY EXTENSION THEREOF, A DISTANCE OF 141.05 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY, A DISTANCE OF 32.00 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET; THENCE N20°02'40"W A DISTANCE OF 28.68 FEET; THENCE N44°46'45"W A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID LOT 5; THENCE N45°15'57"E, ALONG THE NORTHWEST LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

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Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

EXHIBIT C
NOTICE TO TDG COOK COMPANY, LTD.

Pursuant to the provisions of the October ___, 2017 Declaration and Agreement of Reciprocal Covenants and Restrictions (the "Declaration") attached hereto between Ephraim, LLC ("Ephraim") and TDG Cook Company, Ltd. ("TDG"), Ephraim hereby gives notice to TDG of the completion of the establishment of the New Alley-California pursuant to the provisions of the Declaration as to the property depicted on Exhibit A hereto and as more fully described on Exhibit B hereto.

EPHRAIM, LLC, a Colorado limited liability company

By: _____
Evan Makovsky, Manager

Date: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

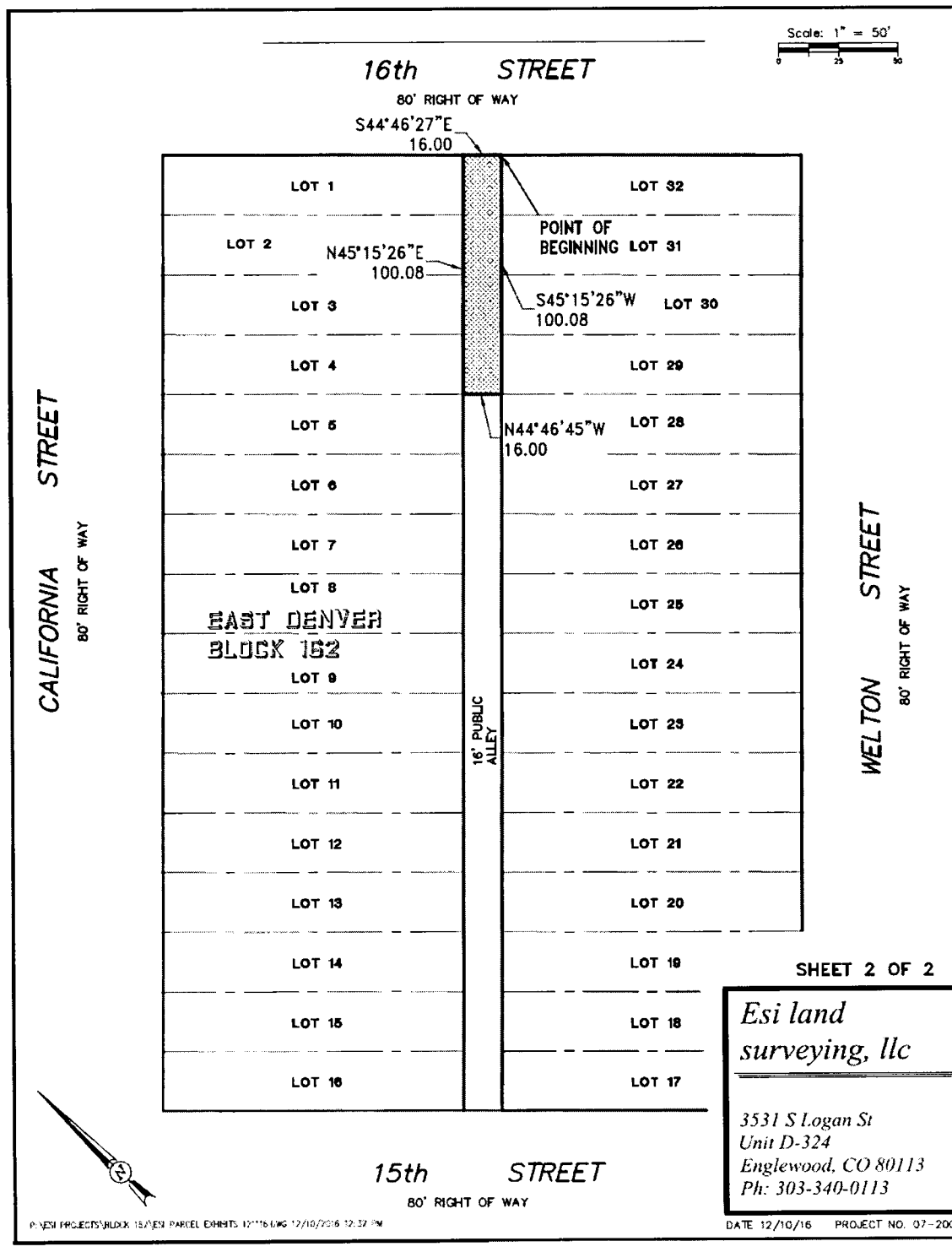
Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT 8
DEPICTION OF NEW ALLEY-CALIFORNIA



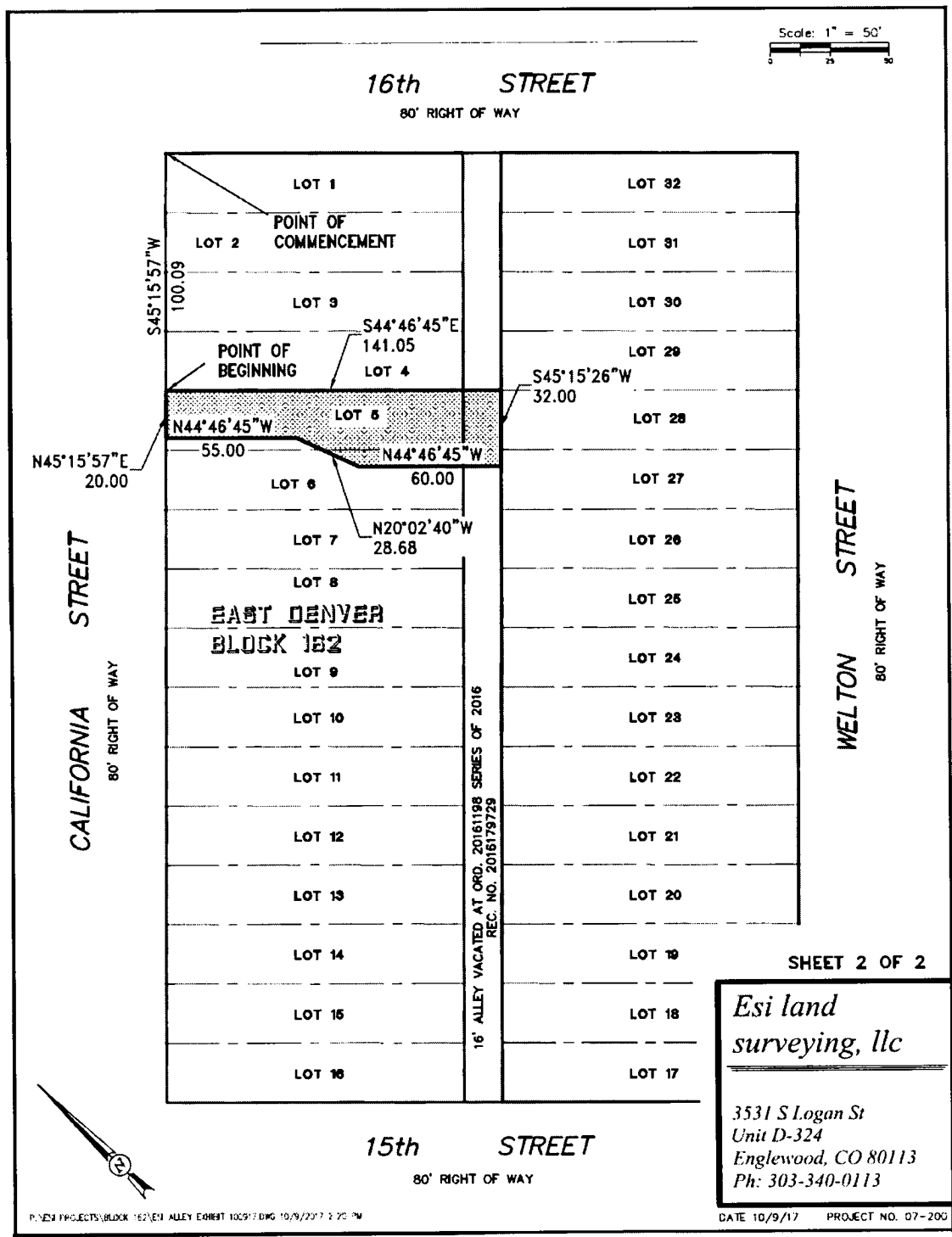


EXHIBIT 9
DESCRIPTION OF NEW ALLEY-CALIFORNIA

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 16.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1601 SQUARE FEET, 0.037 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

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SHEET 1 OF 2

*Esi land
surveying, llc*

*3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113*

P:\DEN PROJECTS\BLOCK 162\NEW PARCEL EXHIBITS 12\116.DWG 12/10/2016 12:31 PM

DATE 12/10/16 PROJECT NO. 07-200

A PARCEL OF LAND BEING A PORTION OF LOT 5, A PORTION OF LOT 6, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

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Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

EXHIBIT 10
DEPICTION OF NEW ALLEY-WELTON NEW PORTION

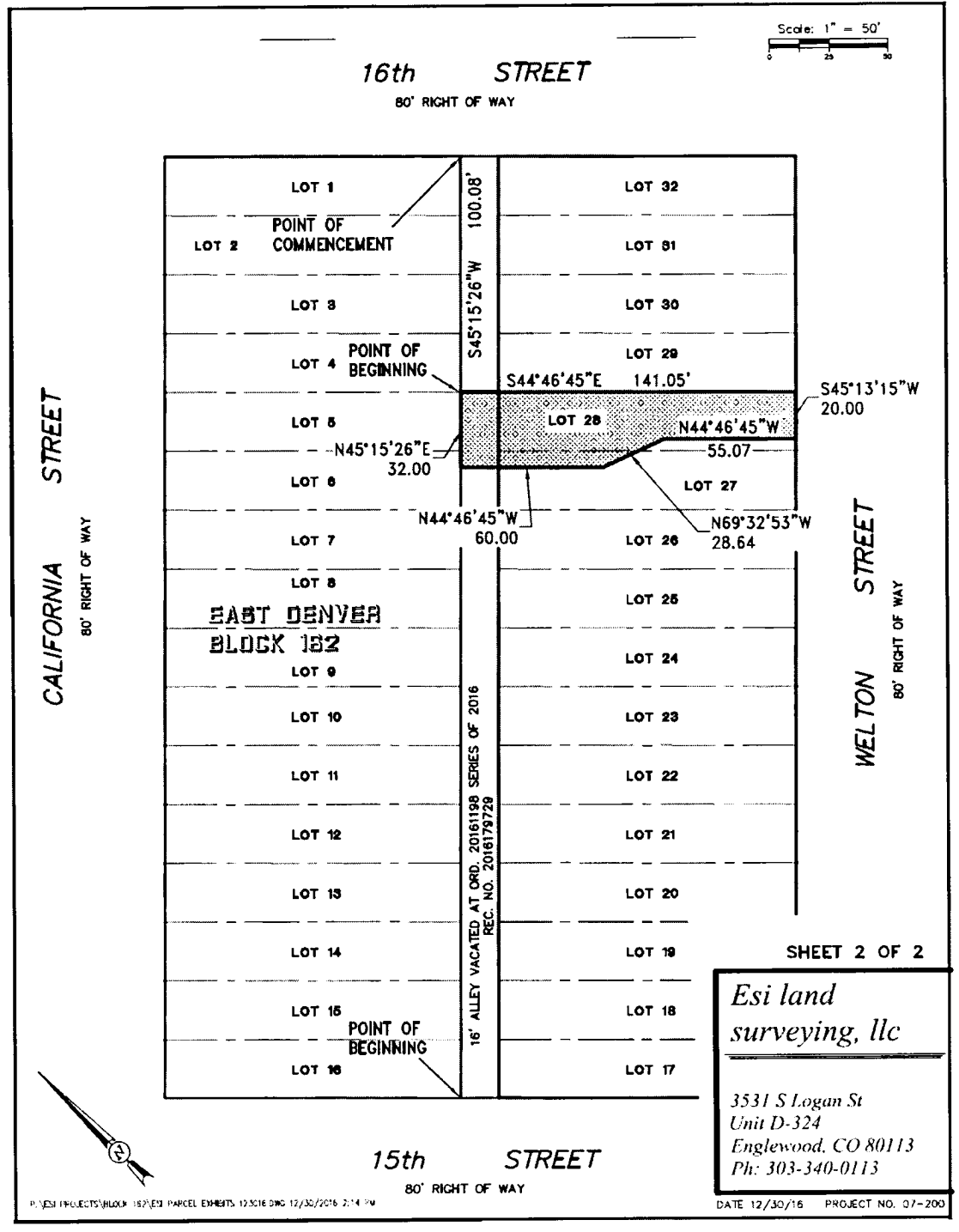


EXHIBIT 11
DESCRIPTION OF NEW ALLEY-WELTON NEW PORTION

A PARCEL OF LAND BEING A PORTION OF LOT 28, A PORTION OF LOT 27, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 5 IN SAID BLOCK 162; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 28 AND THE NORTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 141.05 FEET TO THE EAST CORNER OF SAID LOT 28; THENCE S45°13'15"W, ALONG THE SOUTHEAST LINE OF SAID LOT 28, A DISTANCE OF 20.00 FEET; THENCE N44°46'45"W A DISTANCE OF 55.07 FEET; THENCE N69°32'53"W A DISTANCE OF 28.64 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\ESI PROJECTS\BLOCK 162\ESI PARCEL EXHIBITS 123216.DWG 12/30/2016 2:13 PM

DATE 12/30/16 PROJECT NO. 07-200

EXHIBIT 12
DEDICATION DEEDS FOR NEW ALLEY-WELTON

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 201__, by Ephraim, LLC, a Colorado limited liability company, whose address is 1400 Glenarm Pl., Suite 100, Denver, CO 80202 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

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

EPHRAIM, LLC, a Colorado limited liability company

By: _____
Evan Makovsky, Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____ 201__
by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE S45°15'26"W, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE SOUTHEAST LINE OF LOTS 1 THROUGH 4, INCLUSIVE, IN SAID BLOCK 162, A DISTANCE OF 100.08 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

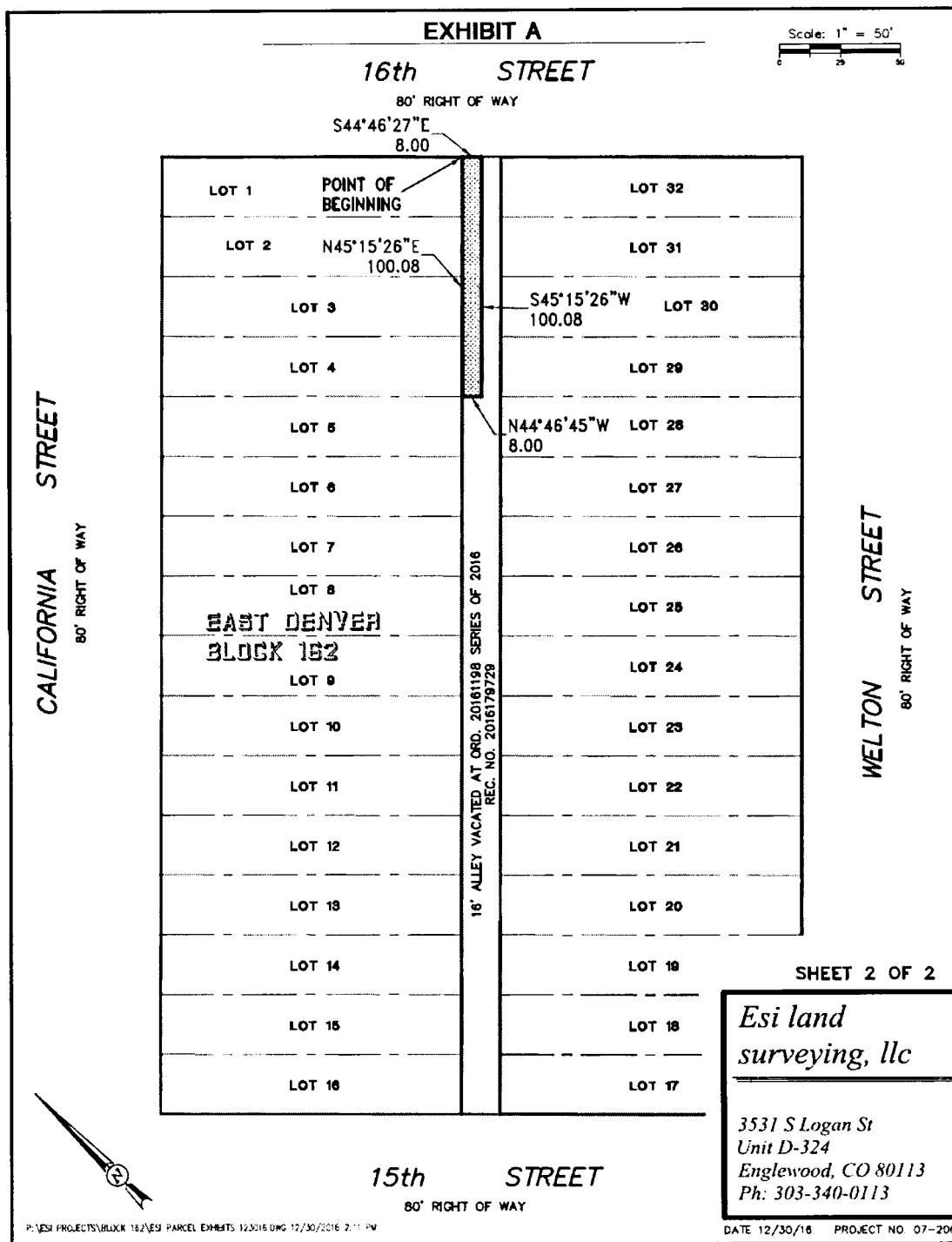
SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\ESI PROJECTS\BLOCK 162\ESI PARCEL EMBRITS 122016 DWG 12/30/2016 2:10 PM

DATE 12/30/16 PROJECT NO. 07-200



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

**SPECIAL WARRANTY DEED
(PARTIAL DEDICATION)**

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 201__, by Ephraim, LLC, a Colorado limited liability company, whose address is 1400 Glenarm Pl., Suite 100, Denver, CO 80202 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by Grantor situate, lying and being in the City and County of Denver, State of Colorado, and being more particularly described as the real property from an elevation that is four (4) feet below the bottom surface of the pavement as it exists from time to time up to an elevation that is twenty three (23) feet above the top surface of the pavement as it exists from time to time of the property 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

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

EPHRAIM, LLC, a Colorado limited liability
company

By: _____
Evan Makovsky, Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____ 201__
by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF LOT 28, A PORTION OF LOT 27, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 5 IN SAID BLOCK 162; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 28 AND THE NORTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 141.05 FEET TO THE EAST CORNER OF SAID LOT 28; THENCE S45°13'15"W, ALONG THE SOUTHEAST LINE OF SAID LOT 28, A DISTANCE OF 20.00 FEET; THENCE N44°46'45"W A DISTANCE OF 55.07 FEET; THENCE N69°32'53"W A DISTANCE OF 28.64 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

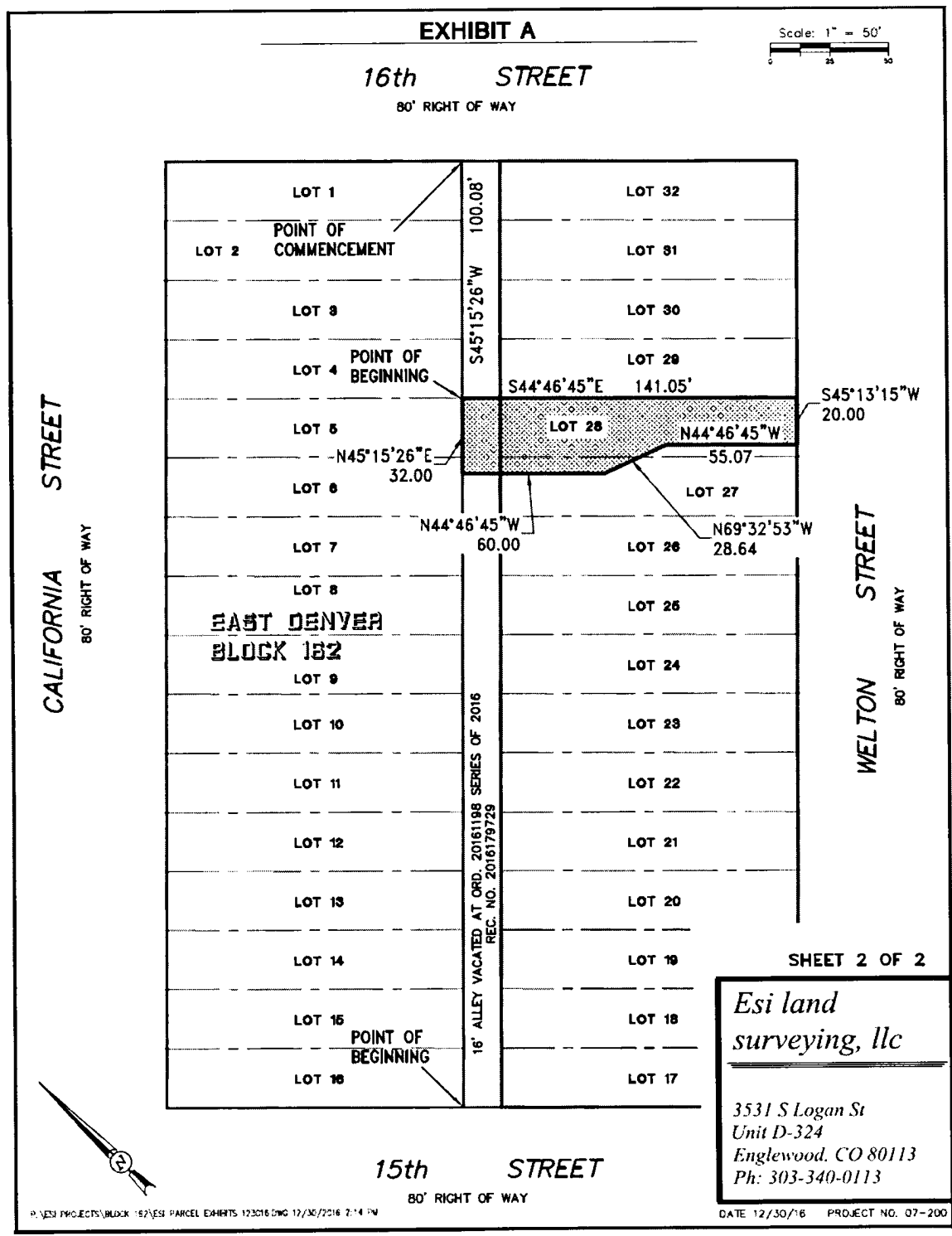
SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\ESI PROJECTS\BLOCK 162\ESI PARCEL EXHIBITS 123016.DWG 12/30/2016 2:12 PM

DATE 12/30/16 PROJECT NO. 07-200



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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 201__, by TDG Cook Company, Ltd., a Colorado limited liability limited partnership, whose address is P.O. Box 9392, Denver, CO 80209 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

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

TDG COOK COMPANY, LTD., a Colorado
limited liability limited partnership

By: _____
Gary R. Cook, General Partner

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

The foregoing instrument was acknowledged before me this ____ day of _____ 201__
by Gary R. Cook as General Partner of TDG Cook Company, Ltd., a Colorado limited liability limited
partnership.

Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE N45°15'26"E, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET; THENCE S44°46'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

*3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113*

P:\ESI PROJECTS\BLOCK 162\ESI PARCEL EXHIBITS 123016.DWG 12/30/2016 2:11 PM

DATE 12/30/16 PROJECT NO. 07-200

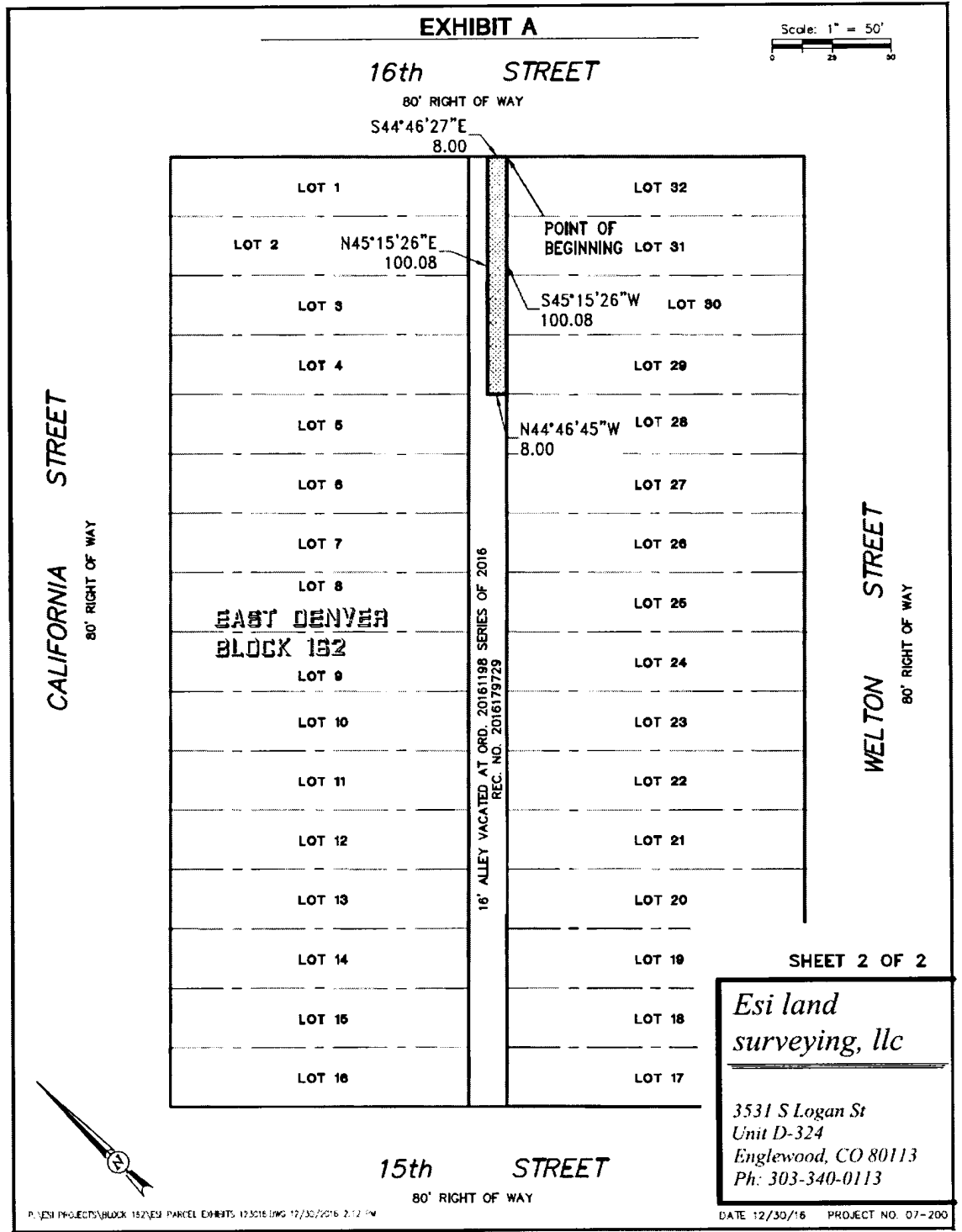


EXHIBIT 13
DEPICTION OF NEW ALLEY-CALIFORNIA NEW PORTION

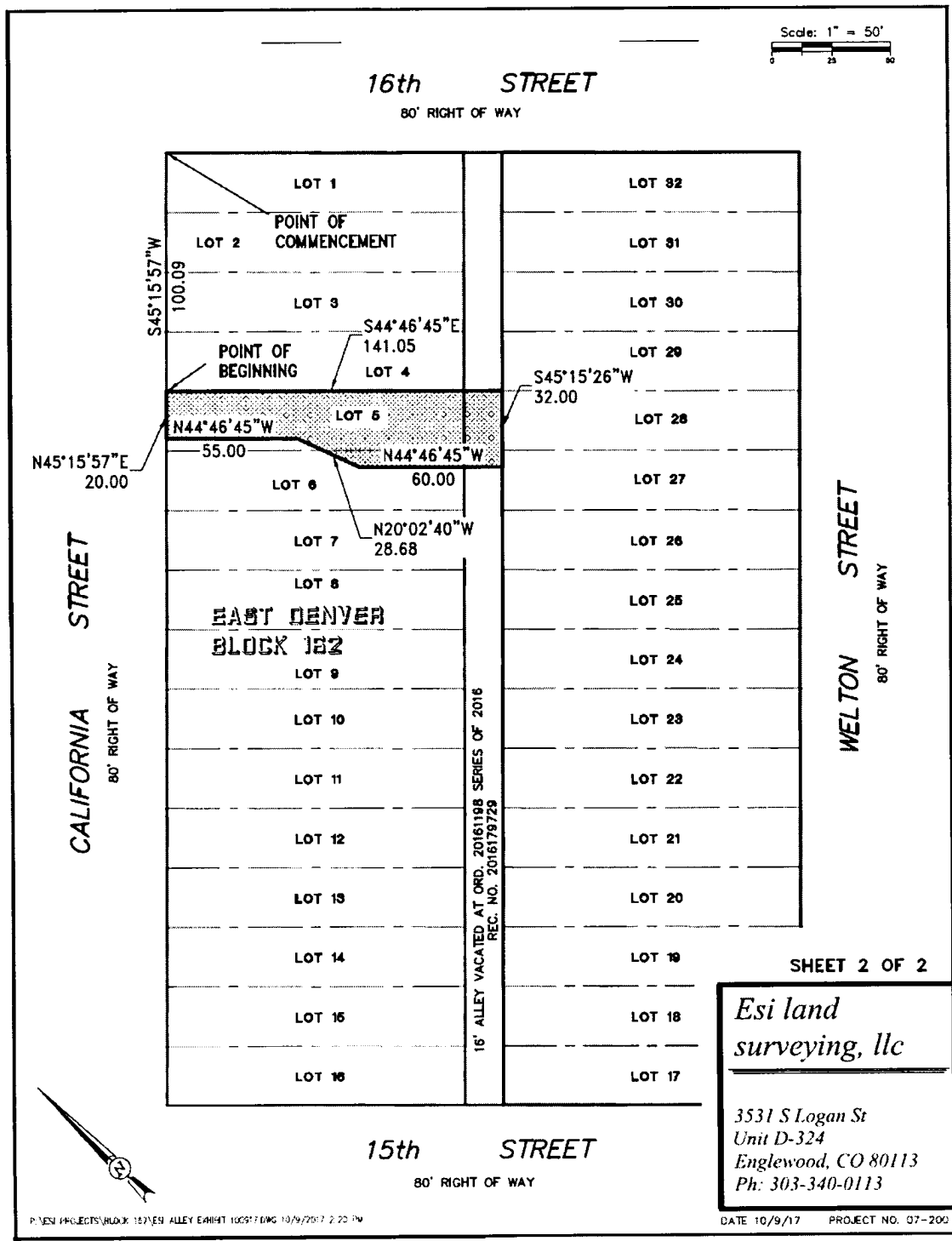


EXHIBIT 14
DESCRIPTION OF NEW ALLEY-CALIFORNIA NEW PORTION

A PARCEL OF LAND BEING A PORTION OF LOT 5, A PORTION OF LOT 6, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 NORTH CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S45°15'57"W, ALONG THE NORTHWEST LINE OF SAID BLOCK 162, A DISTANCE OF 100.09 FEET TO THE NORTH CORNER OF SAID LOT 5; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 5 AND THE SOUTHEASTERLY EXTENSION THEREOF, A DISTANCE OF 141.05 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY, A DISTANCE OF 32.00 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET; THENCE N20°02'40"W A DISTANCE OF 28.68 FEET; THENCE N44°46'45"W A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID LOT 5; THENCE N45°15'57"E, ALONG THE NORTHWEST LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\EST PROJECTS\BLOCK 152\ESI ALLEY EXHIBIT 100917.DWG 10/9/2017 2:15 PM

DATE 10/09/17 PROJECT NO. 07-200

EXHIBIT 15
FORM OF DEDICATION DEEDS FOR NEW ALLEY-CALIFORNIA

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 201__, by Ephraim, LLC, a Colorado limited liability company, whose address is 1400 Glenarm Pl., Suite 100, Denver, CO 80202 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

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

EPHRAIM, LLC, a Colorado limited liability company

By: _____
Evan Makovsky, Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____ 201__
by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE S45°15'26"W, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE SOUTHEAST LINE OF LOTS 1 THROUGH 4, INCLUSIVE, IN SAID BLOCK 162, A DISTANCE OF 100.08 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\ESL PROJECTS\JULIOX 162\ESL PARCEL EXHIBITS 123016.DWG 12/30/2016 2:10 PM

DATE 12/30/16 PROJECT NO. 07-200

Scale: 1" = 50'

80' RIGHT OF WAY

S44°46'27"E
8.00

LOT 1

POINT OF BEGINNING

LOT 32

LOT 2

N45°15'26"E
100.08

LOT 31

LOT 3

S45°15'26"W
100.08

LOT 30

LOT 4

LOT 20

LOT 5

N44°46'45"W LOT 28
8.00

LOT 28

LOT 6

LOT 27

LOT 7

LOT 28

LOT 8

LOT 25

EAST DENVER
BLOCK 132

LOT 8

LOT 24

LOT 10

LOT 29

LOT 11

LOT 22

LOT 12

LOT 21

LOT 13

LOT 20

LOT 14

LOT 19

LOT 15

LOT 18

LOT 10

LOT 17

SHEET 2 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

DATE 12/30/16 PROJECT NO. 07-200

PLANNING PROJECTS (BLOCK 187) EN PARCEL EXHIBITS 123015 DWG 12/30/2016 2:11 PM

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

**SPECIAL WARRANTY DEED
(PARTIAL DEDICATION)**

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 201__, by Ephraim, LLC, a Colorado limited liability company, whose address is 1400 Glenarm Pl., Suite 100, Denver, CO 80202 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by Grantor situate, lying and being in the City and County of Denver, State of Colorado, and being more particularly described as the real property from an elevation that is four (4) feet below the bottom surface of the pavement as it exists from time to time up to an elevation that is twenty three (23) feet above the top surface of the pavement as it exists from time to time of the property 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

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

EPHRAIM, LLC, a Colorado limited liability
company

By: _____
Evan Makovsky, Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____ 201__
by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF LOT 5, A PORTION OF LOT 6, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 NORTH CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S45°15'57"W, ALONG THE NORTHWEST LINE OF SAID BLOCK 162, A DISTANCE OF 100.09 FEET TO THE NORTH CORNER OF SAID LOT 5; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 5 AND THE SOUTHEASTERLY EXTENSION THEREOF, A DISTANCE OF 141.05 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY, A DISTANCE OF 32.00 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET; THENCE N20°02'40"W A DISTANCE OF 28.68 FEET; THENCE N44°46'45"W A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID LOT 5; THENCE N45°15'57"E, ALONG THE NORTHWEST LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

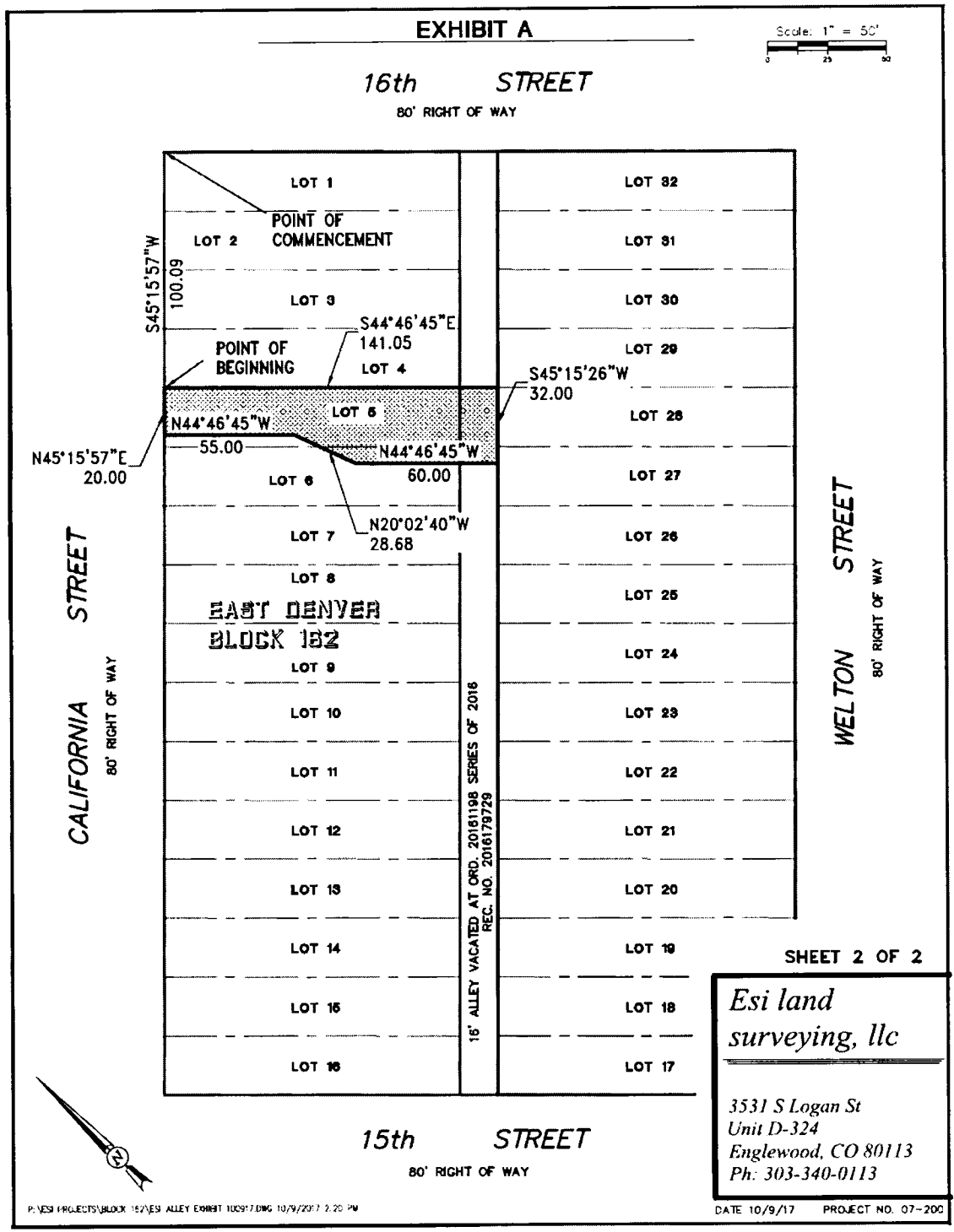
THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113



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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 201__, by TDG Cook Company, Ltd., a Colorado limited liability limited partnership, whose address is P.O. Box 9392, Denver, CO 80209 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

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

TDG COOK COMPANY, LTD., a Colorado
limited liability limited partnership

By: _____
Gary R. Cook, General Partner

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

The foregoing instrument was acknowledged before me this ____ day of _____ 201____
by Gary R. Cook as General Partner of TDG Cook Company, Ltd., a Colorado limited liability limited
partnership.

Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE N45°15'26"E, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET; THENCE S44°46'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

*3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113*

P:\ESI PROJECTS\BLOCK 162\ESI PARCEL EXHIBITS 123016.DWG 12/30/2016 2:11 PM

DATE 12/30/16 PROJECT NO. 07-200

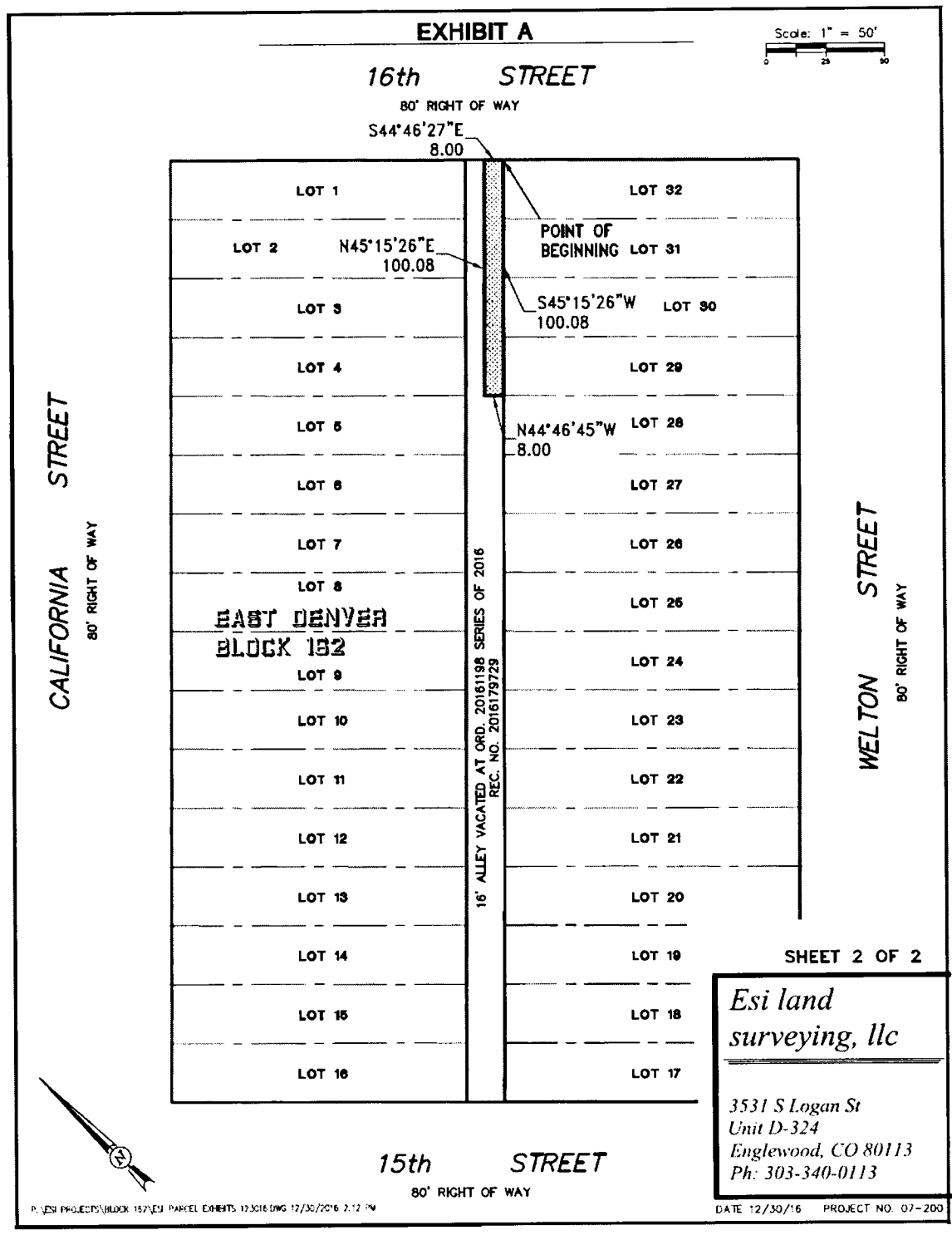


EXHIBIT 16
FORM OF NOTICE TO TDG COOK COMPANY, LTD.

NOTICE TO TDG COOK COMPANY, LTD.

Pursuant to the provisions of the October __, 2017 Declaration and Agreement of Reciprocal Covenants and Restrictions (the “Declaration”) attached hereto between Ephraim, LLC (“Ephraim”) and TDG Cook Company, Ltd. (“TDG”), Ephraim hereby gives notice to TDG of the completion of the establishment of the New Alley-California pursuant to the provisions of the Declaration as to the property depicted on Exhibit A hereto and as more fully described on Exhibit B hereto.

EPHRAIM, LLC, a Colorado limited liability company

By: Evan Makovsky, Manager

Date: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

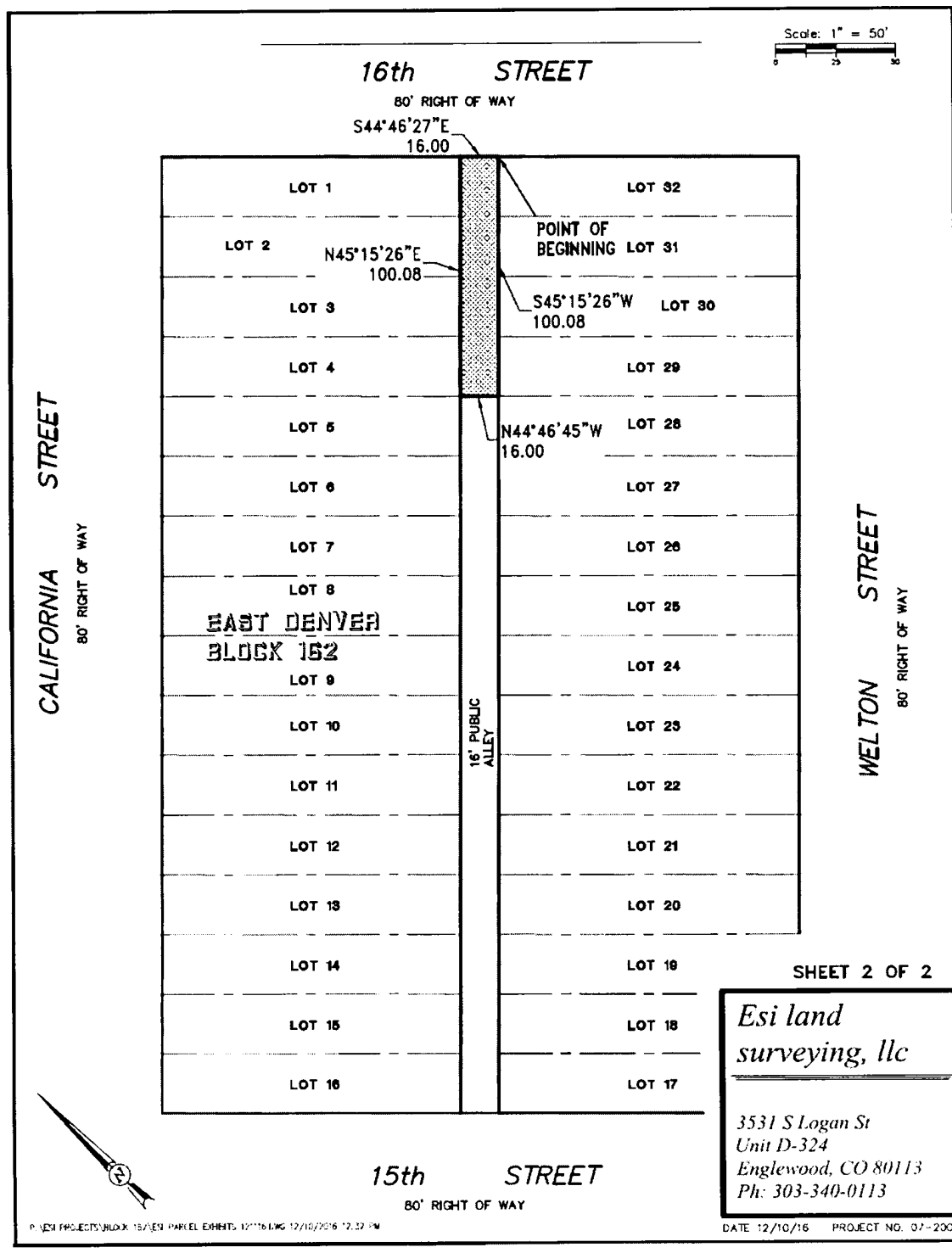
Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A
DEPICTION OF NEW ALLEY-CALIFORNIA



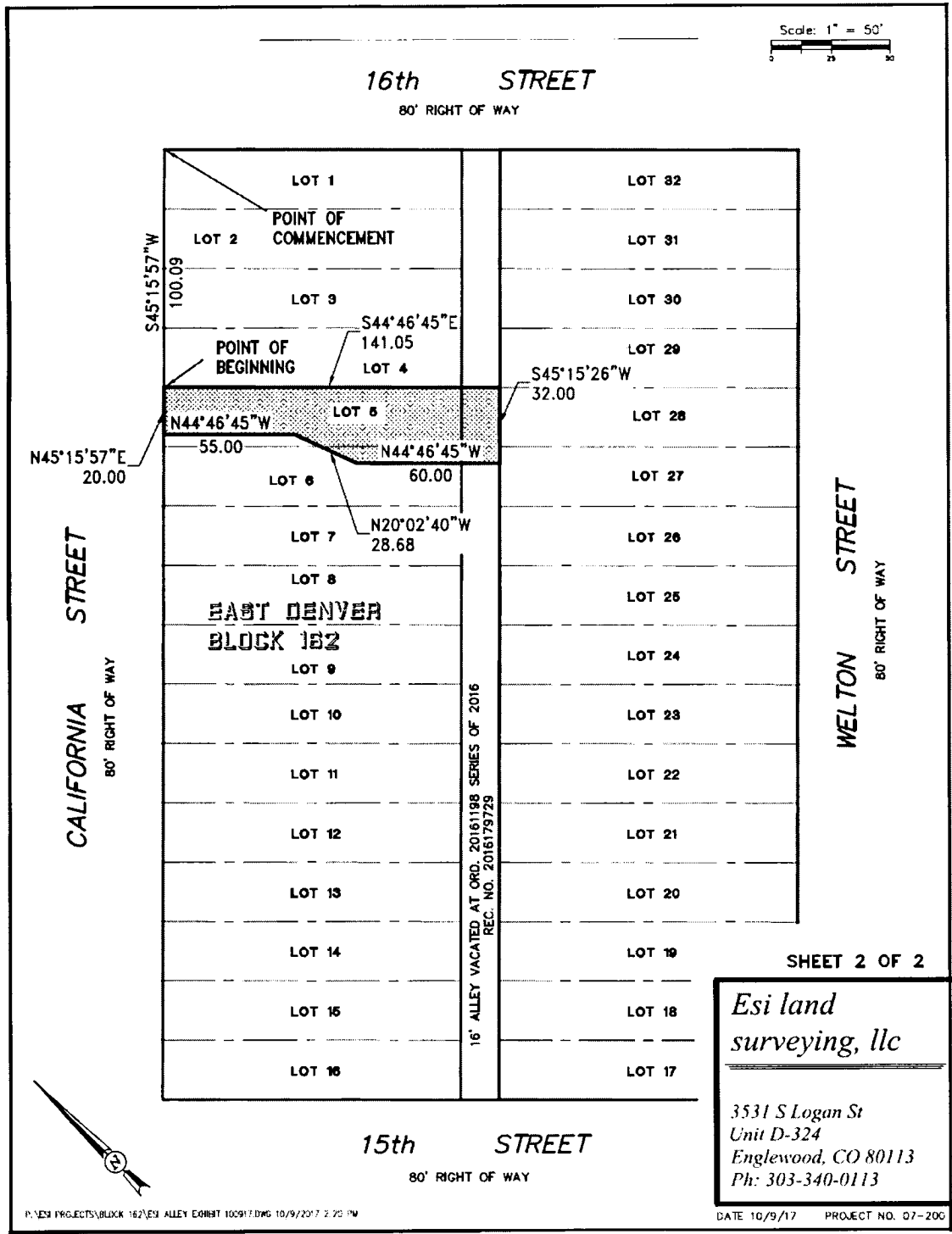


EXHIBIT B
DESCRIPTION OF NEW ALLEY-CALIFORNIA

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 16.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1601 SQUARE FEET, 0.037 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\EST PROJECTS\BLOCK 162\EST PARCEL EXHIBITS 121116.DWG 12/10/2016 12:31 PM

DATE 12/10/16 PROJECT NO. 07-200

A PARCEL OF LAND BEING A PORTION OF LOT 5, A PORTION OF LOT 6, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

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Englewood, CO 80113

SHEET 1 OF 2

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3531 S Logan St
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Ph: 303-340-0113



2018044795

Page: 1 of 4

D \$0.00

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this 9th day of April, 2018, by TDG Cook Company, Ltd., a Colorado limited liability limited partnership, whose address is P.O. Box 9392, Denver, CO 80209 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

Byz

[NOTARY SEAL]

Arinda Morgan
Notary Public

My commission expires: 8/26/2021

EXHIBIT A

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SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

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SHEET 1 OF 2

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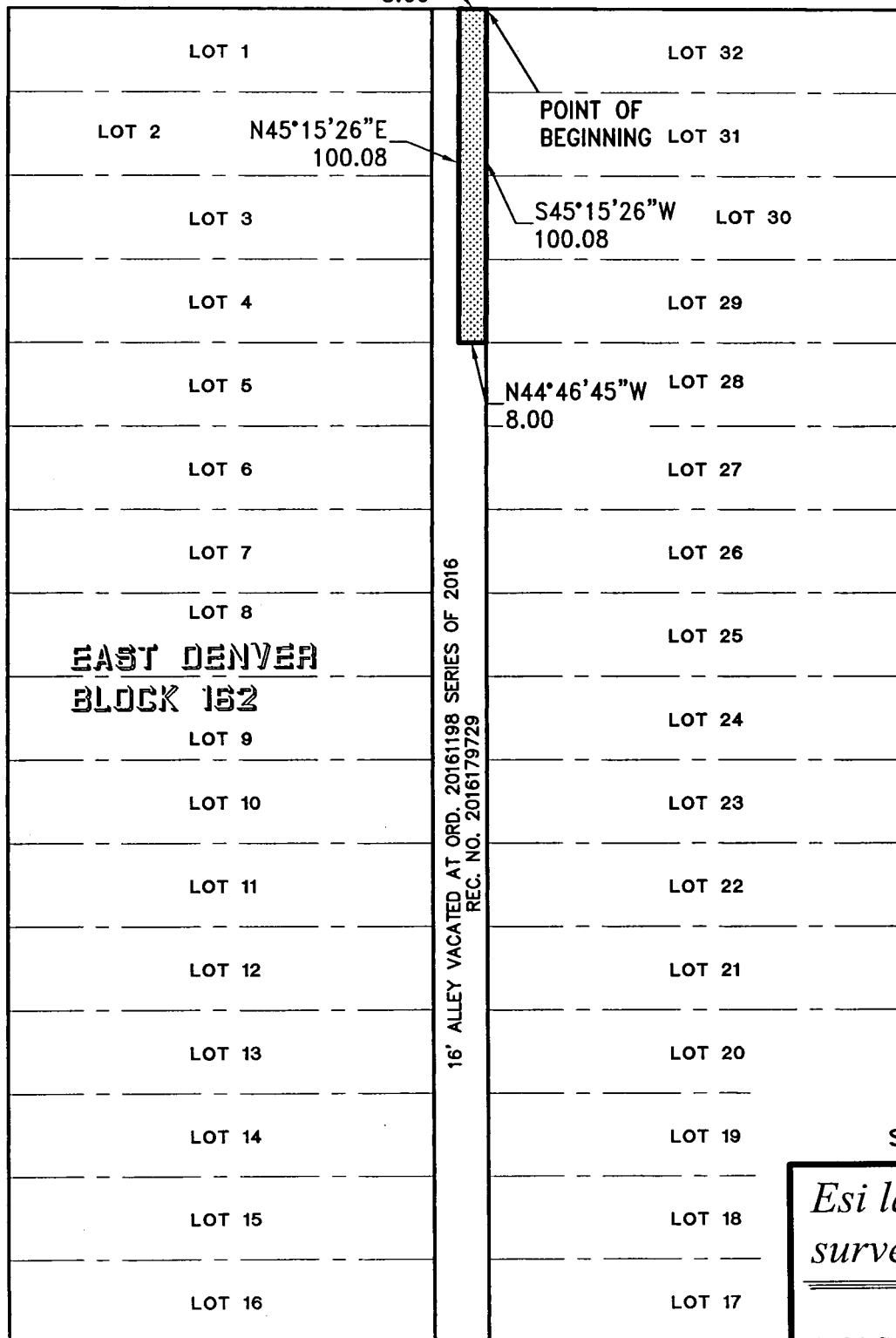
EXHIBIT A

Scale: 1" = 50'
0 25 50

16th STREET

80' RIGHT OF WAY

S44°46'27"E
8.00



EAST DENVER
BLOCK 162

16' ALLEY VACATED AT ORD. 20161198 SERIES OF 2016
REC. NO. 2016179729

SHEET 2 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

15th STREET

80' RIGHT OF WAY

Exhibit B

Development Project

Companion to 622 16th Street

Green Spaces Market

Project Summary: Green Spaces provides affordable space to local, unique, small retail and hospitality concepts, creative studios, non-profits, and event and workshop spaces. Green Spaces' current Marketplace, located in Five Points, houses over 20 local vendors. The project will activate over 14,000 square feet of vacant ground-floor space. Funds would be used to cover the cost of the lease and nearly \$1 million in tenant improvements and furniture, fixtures, and equipment (FFE). The project's small business tenants would receive lease terms below market rates. This investment project supports small, local, minority and women-owned businesses, enhancing diversity in the corridor and activates a currently vacant half-block with an estimated five-year impact of \$5 million.

EXHIBIT B-2

DDDA Board Resolution - 622 16th St.

DENVER DOWNTOWN DEVELOPMENT AUTHORITY
A RESOLUTION APPROVING A PETITION FOR INCLUSION
AND ASSOCIATED DEVELOPMENT PROJECT

WHEREAS, Denver Downtown Development Authority (the “DDDA”) is a body corporate and has been duly created, organized, established and authorized by the City and County of Denver, Colorado (the “City”) and the qualified electors of the DDDA to transact business and exercise its powers as a downtown development authority pursuant to Sections 31-25-801, *et seq*, C.R.S. (as may be amended or restated from time to time, the “DDA Act”), Ordinance No. 400, Series of 2008 of the City (as amended from time to time, the “DDDA Creation Ordinance”) and that Plan of Development for Denver Union Station dated November 25, 2008, as approved pursuant to City Ordinance No. 723, Series of 2008 (the “Original DUS Plan”); and

WHEREAS, the Board of Directors of the DDDA (the “Board”) is authorized pursuant to the Act to have all powers customarily vested in the board of directors of a corporation; and

WHEREAS, additional property may be included into the boundaries of the DDDA, initiated by petition to the Board, and in accordance with the procedures set for in C.R.S. § 31-25-822, as may be amended (the “Inclusion Statute”); and

WHEREAS, the Board has adopted its Resolution of the Board of Directors of the Denver Downtown Development Authority Setting Forth Procedures for the Inclusion of Additional Property on July 18, 2024 (as may be amended or restated from time to time, the “Inclusion Procedures Resolution”), which Inclusion Procedures Resolution sets forth certain procedures by which the Board will consider petitions for inclusion of property submitted for its consideration in accordance with the Inclusion Statute; and

WHEREAS, in accordance with the Inclusion Statute, proceedings for inclusion shall be initiated by petition to the Board, signed by the owner or owners in fee of each parcel of land adjacent to the DDDA sought to be included, and any such petition shall include evidence satisfactory to the Board concerning title to the property and an accurate legal description thereof; and

WHEREAS, pursuant to the Inclusion Statute, if the Board approves such petition, it shall then submit the same to the Denver City Council (“City Council”), as the governing body in and for the City; and

WHEREAS, in accordance with the Inclusion Statute, **[Evan Makovsky]**, as the **[authorized representative on behalf of record owner in fee Ephraim, LLC]** of certain parcels of land located adjacent to the DDDA, submitted to the Board a petition for the inclusion of property into the DDDA, dated **[July 9, 2025]**, for the Board’s consideration (all as further described in said petition, the “Petition”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Board, having considered the sufficiency of the Petition in accordance with the Inclusion Statute and the Inclusion Procedures Resolution, hereby wishes to approve the

Denver Downtown Development Authority
Page 2

Petition and direct the submission of the Petition to the City Council for its consideration in accordance with the Inclusion Statute; and

WHEREAS, the Original DUS Plan only contemplated the redevelopment of the Denver Union Station Project, as defined therein; and

WHEREAS, on in accordance with City Ordinance No. 1660, Series of 2024, the City Council approved an Amended and Restated Denver Downtown Development Authority Plan of Development (the “Amended Plan”) to supplement and expand the scope of contemplated development projects (the “Development Project”) authorized under the Original DUS Plan beyond just the redevelopment of the Denver Union Station Project; and

WHEREAS, pursuant to the purpose and powers within the DDA Act and to support and implement the Amended Plan, the DDDA desires to approve the Development Project described in Exhibit B, attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Denver Downtown Development Authority as follows:

1. That the Petition has been submitted to the Board in accordance with the Inclusion Statute, and that the Petition includes evidence satisfactory to the Board concerning title to the property described therein and an accurate legal description thereof.
2. That the Board determines that the requirements of the Inclusion Statute and the Inclusion Procedures Resolution have been satisfied in connection with the submission of the Petition.
3. That the Petition is hereby approved, and the Board shall submit the Petition along with this Resolution to the City Council for its consideration in accordance with the Inclusion Statute.
4. The Board hereby approves the Development Project, [**Jevon Taylor LLC DBA Green Spaces**], located at [**622 16th Street, Denver, CO 80202; Schedule Number 0234529042000**], in the amount of [**\$2,715,705**], as generally described in Exhibit B. The Board requests that the City enter into the appropriate agreement(s) with the DDDA and/or the proponent of the Development Project to memorialize applicable funding for the Development Project and other related matters in accordance with the DDA Act and the Amended Plan. The Board understands and acknowledges that the legal effectiveness of any such agreement(s) is/are dependent upon the mutual execution of such agreement(s) by the appropriate parties, and if the City is a party thereof such agreement(s) may be separately subject to City Council approval, in City Council’s sole discretion, in accordance with City Charter and Denver Revised Municipal Code requirements.
5. This Resolution shall replace and supersede any existing resolution adopted by the Board concerning the subject matter described herein.

Denver Downtown Development Authority
Page 3

6. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

ADOPTED and effective this **[30th day of July 2025]**.

DENVER DOWNTOWN DEVELOPMENT
AUTHORITY

Signed by:
Douglas M. Tisdale, Chair 8/13/2025
By: 0A3C736A25DA440...
Douglas M. Tisdale, Chair

ATTEST:

Signed by:
Frank Cannon 7/31/2025
6D6D80DB9B994F6...
Frank Cannon, Secretary

Denver Downtown Development Authority
Page 4

Exhibit A

Petition for Inclusion

**PETITION FOR THE INCLUSION OF PROPERTY INTO THE
DENVER DOWNTOWN DEVELOPMENT AUTHORITY,
IN THE CITY AND COUNTY OF DENVER**

The undersigned person(s), as the owner(s) or representative(s) of owners in fee of each parcel(s) of land described herein located adjacent to the existing Denver Downtown Development Authority (individually, a "Petitioner" and collectively, the "Petitioners"), hereby petition the Board of Directors ("Board") of the Denver Downtown Development Authority ("DDDA") for the inclusion of such parcel(s) of land ("Property") into the boundaries of the DDDA in accordance with the provisions of C.R.S. § 31-25-822, as may be amended from time to time. In support of this petition ("Petition"), Petitioner(s) state(s) and acknowledge(s):

1. The Petitioner(s) named herein are the lawful owners in fee of the Property described in this Petition.

2. If, in accordance with C.R.S. § 31-25-822 and the Board's Resolution Setting Forth Inclusion of Additional Property Procedures (as each may be amended from time to time), the Board approves this Petition via resolution ("Approval Resolution"), then the Board shall submit its Approval Resolution to the Denver City Council ("City Council"), as the governing body in and for the City and County of Denver, Colorado ("City"), for its consideration. If approved, this Petition may be aggregated with other approved petitions for inclusion into a single Approval Resolution by the Board for the sake of efficiency.

3. In accordance with C.R.S. § 31-25-822, the City Council shall consider this Petition for approval at a regular or special meeting. Petition approval by the City Council shall contemporaneously amend City Ordinance No. 400, Series of 2008, as otherwise amended from time to time, to redescribe the boundaries of the DDDA so as to include the Property; from the effective date of said amendment the Property shall be included within the DDDA and shall be subject to any taxes thereafter imposed by the City for the use and benefit of the DDDA.

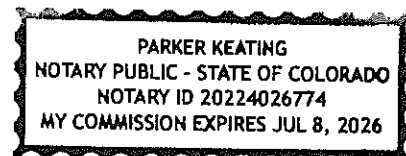
4. A more detailed legal description and map of the Property is attached as Exhibit A and incorporated by reference herein.

5. Evidence concerning title to the Property being vested in the Petitioner(s) is attached as Exhibit B and incorporated by reference therein.

6. Petitioner(s) respectfully request(s) the Board and the City Council, as the governing body of the City, to approve this Petition and include the Property into the boundaries of the Denver Downtown Development Authority.

[Exhibits A and B, and signatures on following sheets]

EXHIBIT B
EVIDENCE OF TITLE



**DENVER DOWNTOWN DEVELOPMENT AUTHORITY
PETITION**

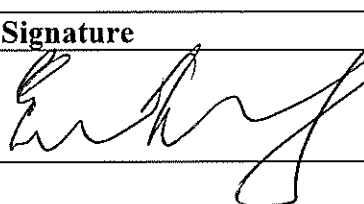
[Required if record title to property is held by either an individual who is a natural person or a corporate entity with an individual signing on its behalf]

**WARNING –
IT IS AGAINST THE LAW:**

For anyone to sign this Petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the Petition when not eligible to do so.

DO NOT SIGN THIS PETITION UNLESS YOU ARE AN OWNER IN FEE OR THE REPRESENTATIVE OF AN OWNER IN FEE OF EACH PARCEL OF LAND LOCATED ADJACENT TO THE EXISTING BOUNDARIES OF THE DENVER DOWNTOWN DEVELOPMENT AUTHORITY AND ARE SEEKING FOR YOUR LAND TO BE INCLUDED WITHIN THE BOUNDARIES OF THE DENVER DOWNTOWN DEVELOPMENT AUTHORITY.

Do not sign this Petition unless you have read or have had read to you the Petition in its entirety and understand its meaning.

Signature	Printed Name	Address	County
	EWA MASLOWSKI, MARIA	1400 LEXINGTON PLACE, DENVER	DENVER

Your signature must be witnessed by a Notary Public.

First American Title Insurance Company
 7887 E. Belleview Ave. Ste. 325
 Englewood, CO 80111
 Telephone (303) 305-1300



*First American
 Title Insurance Company*

OWNERSHIP & ENCUMBRANCE REPORT

To: Dawna Wilder	From: Customer Service
City of Denver	Direct: (303) 305-1300
	Email: O&E@FirstAm.com
	Order Number: 25839990
Email: dawnna.wilder@denvergov.org	
Loan Number:	

Date of Records: June 27, 2025

Date of Report: July 3, 2025

Address: 622 16th St Denver, CO

Current Owner: Ephraim LLC

County: DENVER

LEGAL DESCRIPTION:

EAST DENVER B162 L1 TO 4

DOCUMENTS OF RECORD:

Vesting Documents:

- Quit Claim Deed recorded February 25, 2009 at Reception No. [2009023641](#).
- Warranty Deed recorded February 1, 2008 at Reception No. [2008013483](#).
- Quit Claim Deed recorded February 25, 2009 at Reception No. [2009023640](#).
- Warranty Deed recorded April 17, 2018 at Reception No. [2018044794](#).
- Warranty Deed recorded April 30, 2018 at Reception No. [2018050345](#).

Encumbrances:

1. Plat from EPHRAIM and BK DENVER BLDG and COLONIAL PROPERTIES to the Public Trustee of Denver County, recorded February 17, 2017 at Reception No. [2017022734](#).
2. Covenants / Restrictions from EPHRAIM and TDG COOK CO LTD to the Public Trustee of Denver County, recorded February 7, 2018 at Reception No. [2018014707](#).

3. Deed of Trust from Ephraim to the Public Trustee of Denver County, for the benefit of Firstbank in the amount of \$3,711,522.11 recorded August 27, 2024 at Reception No. [2024080440](#).

Judgments and Liens:

The following Items were found using a general name search and may or may not belong to the owner of the property listed above.

- None

DISCLAIMER TO CLIENT:

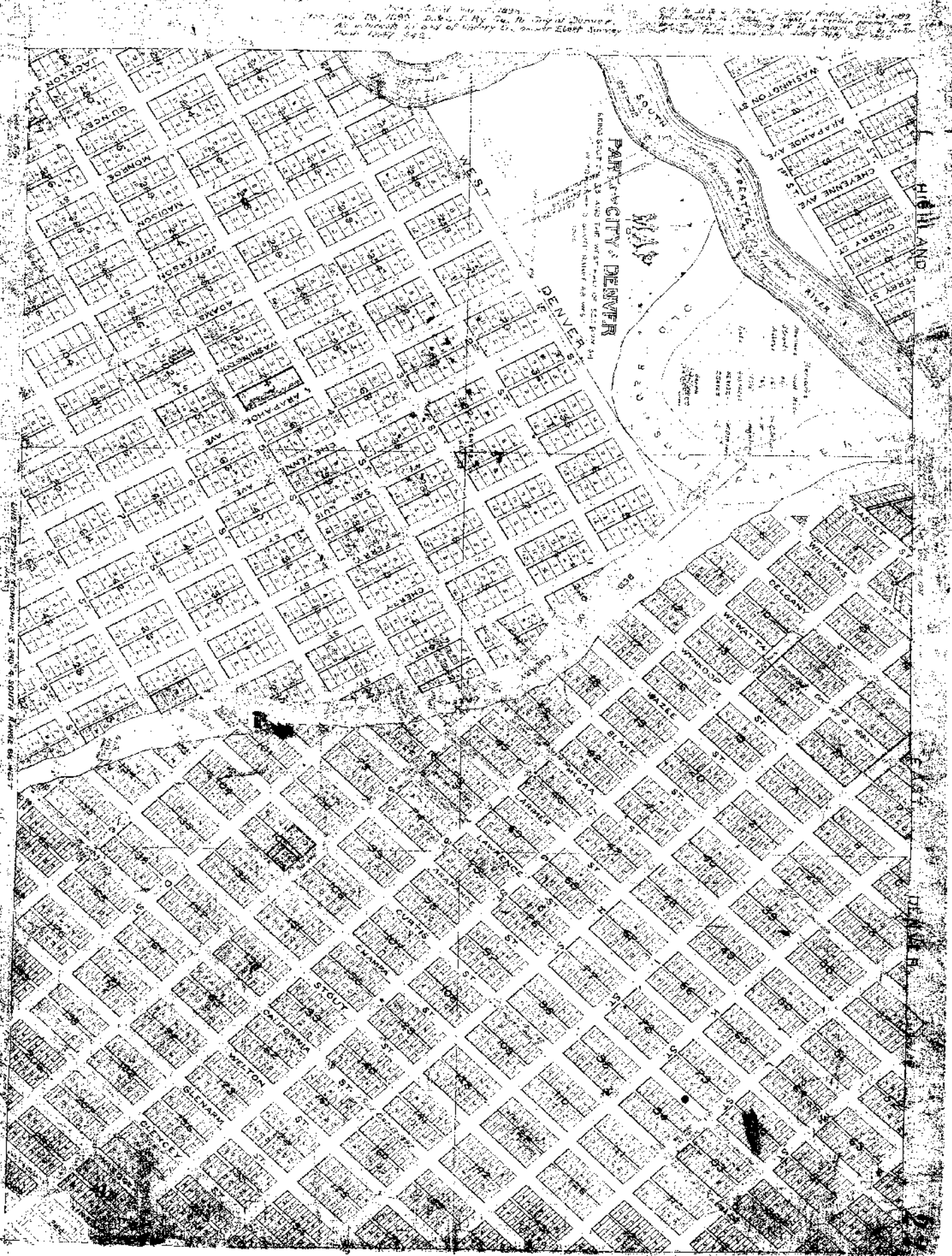
This Property Report includes information from certain documents imparting constructive notice and appearing in the official records relating to the real property described. It does not directly or indirectly set forth or imply any opinion, warranty, guarantee, insurance, or other similar assurance as to the status of title to real property, and may not list all liens, defects, encumbrances and other matters affecting title thereto. This report has been prepared solely for the purpose of providing public record information. Accordingly, liability hereunder is strictly limited to the amount paid for this Report OR IF REQUIRED, TO STATUTORY LIMITS DEPENDING ON THE jurisdiction THAT THIS PROPERTY LIES WITHIN and no liability is assumed regarding the accuracy or completeness of this Report.

THIS IS THE BEST POSSIBLE IMAGE

Attached to this cover page is the best possible image SKLD has available of this document.
The document image at the county may or may not be a better copy.

West of Cherry Creek is West Denver; also known as Auraria.

East of Cherry Creek is East Denver, also known as Denver City.



MAP OF DENVER CITY

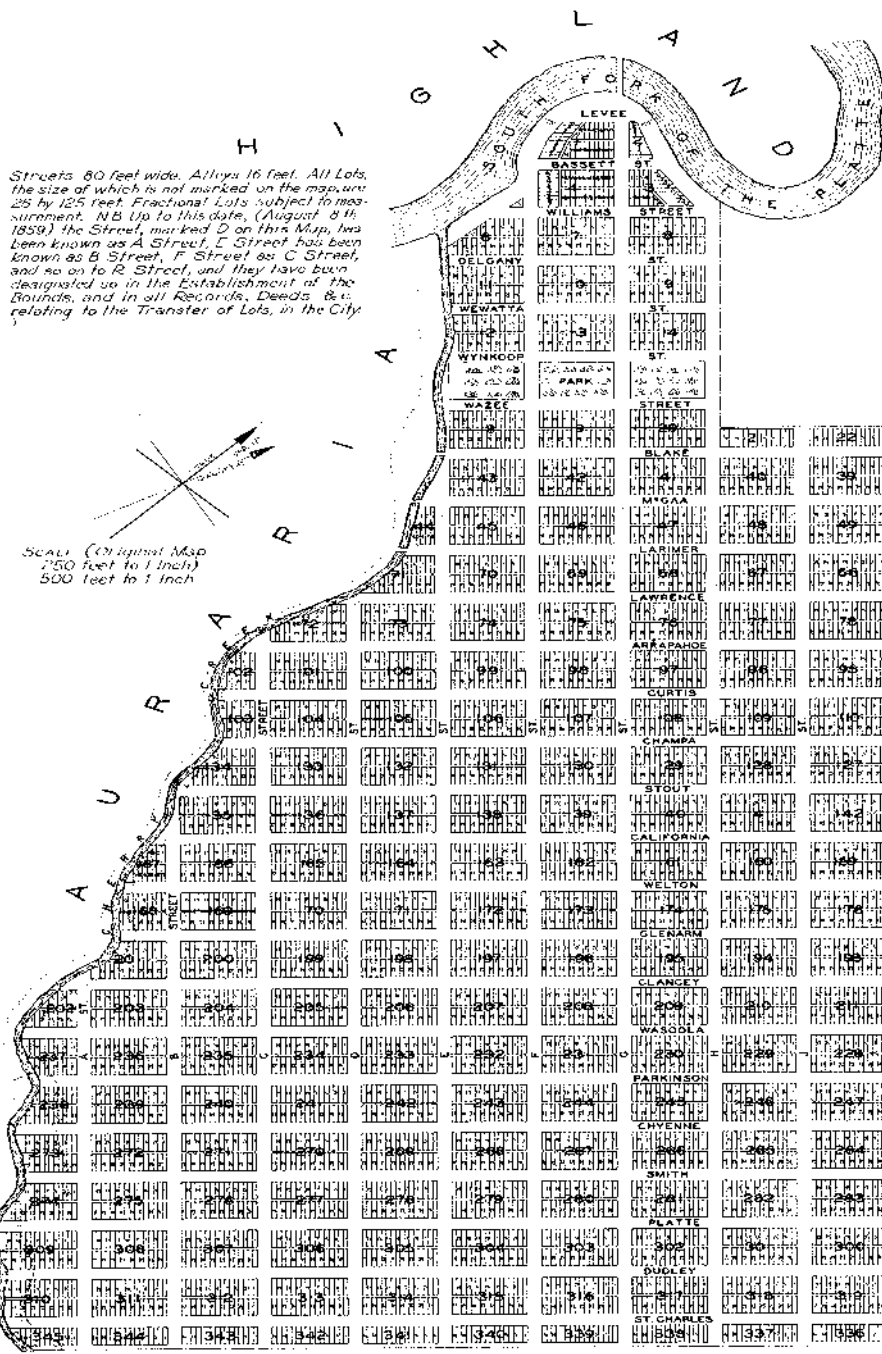
E. D. BOYD CIV. ENG^R

AUGUST 8TH 1859

I hereby certify that this is a true copy of the Map filed for record in this office.

DENVER CITY
August 30TH 1859.

RICHARD ED. WHITESITT
Recorder of the County
of Arapahoe, K. T.



Whereas, the map of the East Division of the City of Denver made under the survey of E. D. Boyd in the year 1859 and commonly known as Boyd's Survey, has not been recorded in the County Clerk's Office of Arapahoe County, and Whereas a majority of the deeds conveying property in said East Division of the City of Denver have been made in accordance with said Survey and Map, therefore, for the better preservation of said Survey and Map

Resolved
by the City Council of the City of Denver that Wm J. Barker, Mayor of said City, be and he is hereby instructed and empowered to file a copy of said map for record in the County Clerk's Office of the County of Arapahoe, and also to file a copy of said map in the City Clerk's Office of said City of Denver.

I hereby certify that the above resolution offered by Aldermen Huffer was adopted by the City Council of the City of Denver at their regular meeting held on Thursday February 24th AD, 1876

(SEAL)

D. F. Lerner,
City Clerk

This map was filed for record in my office by Wm J. Barker, Mayor of the City of Denver, at 9 o'clock A.M. February 26, 1876, and is duly recorded in Book 1 of Maps on Page 14

Wilbur C. Lothrop,
Clerk and Recorder.



QUITCLAIM

THIS DEED, dated January 1, 2009
Between Evan Makovsky

of the City and County of Denver and State of Colorado, grantor(s), and

Ephraim, LLC, a Colorado limited liability company

whose legal address is 1400 Gilman Place, Suite 201, Denver, CO 80202

of the City and County of Denver and State of Colorado grantee(s),

WITNESS, that the grantor(s), for and in consideration of the sum of Ten (\$10,000) Dollars
the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and
by these presents does remise, release, sell and QUITCLAIM unto the grantee, heirs, successors and assigns forever,
all the right, title, interest, claim and demand which the grantor has in and to the real property, together with
improvements, if any, situate, lying and being in the City and County of Denver and State of Colorado, described
as follows:

Lots 1 through 4, inclusive, Block 162, East Denver
City and County of Denver, State of Colorado

also know by street and number as: 620 Sixteenth Street, Denver, Colorado 80202
assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto
belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the
grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), heirs and assigns
forever.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

(s) X?
Evan Makovsky 1%

STATE OF COLORADO)

County of DENVER)

The foregoing instrument was acknowledged before me this 1st day of January, 2009,
by Evan Makovsky.

Witness my hand and official seal.
My commission expires: 2/1/13

***In Denver, insert "City and"**



Gaylene Szalster
Notary Public

AFTER RECORDING RETURN TO:
SHAMES MAKOVSKY REALTY CO.
1400 GLENARM PLACE #201
DENVER, CO 80202
ATTN: AMANDA TOMPKINS



3001890127183
2008013483
Page 2 of 2
02/01/2008 12:00P
0825 00

SPECIAL WARRANTY DEED

THIS DEED, made this 31st day of January, 2008, between WASHINGTON McCINTOCK PROPERTIES, INC., a Colorado corporation, of the City and County of Denver, State of Colorado, Grantor, and EPHRAIM, LLC, a Colorado limited liability company, as to an undivided 88.7044% interest, EVAN MAKOVSKY as to an undivided 7.0245% interest, BARRY GILBERT as to an undivided 1.0063% interest, MAKOVSKY FAMILY PARTNERSHIP, LLLP, a Colorado limited liability partnership, as to an undivided 0.3776% interest, and 120th COMMUNITY CENTER, LLP, a Colorado limited liability partnership, as to an undivided 2.8372% interest, whose legal address is 1400 Glenarm Place, Suite 201, Denver, Colorado 80202, of the City and County of Denver, State of Colorado, Grantee;

WITNESSETH, That the Grantor, for and in consideration of the sum of Eight Million Two Hundred Fifty Thousand Dollars, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, and Grantee's successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the City and County of Denver, State of Colorado, described as follows:

Lots 1 through 4, inclusive, Block 162, East Denver, City and County of Denver, State of Colorado,

State Documentary Fee
Date
\$ 325.00

also known by street and number as: 620 Sixteenth Street, Denver, Colorado

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

TO HAVE AND TO HOLD the said premises, above bargained and described, with the appurtenances, unto the Grantee, and Grantee's 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 premises 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, except ad valorem taxes and assessments for 2008 and subsequent years; existing leases and tenancies; access easement granted to the Regional Transportation District by instrument recorded January 23, 1996 under Reception No. 019442; any tax, lien, fee or assessment by reason of inclusion of the property in the Downtown Denver Business Improvement District; and encroachment of chimney onto land adjoining the property to the southwest.

Bin~R/LAJ/
By: Shelley Latta ~ MUP C: 4232
K~: 2w:

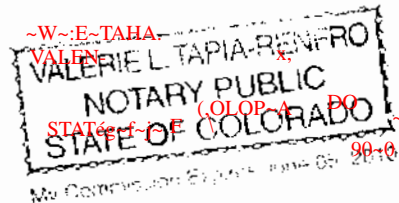


CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 31 day of January, 2008, by Gail M. Cotton as President of Washington McClintock Properties, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 4/5/2010 ^{515mg}




Notary Public



QUITCLAIM

THIS DEED, dated January 1, 2009
Between Makovsky Family Partnership, LLP, a Colorado limited liability limited partnership

of the City and County of Denver and State of Colorado, grantor(s), and

Ephraim, LLC, a Colorado limited liability company

whose legal address is 1400 Glenann Place, Suite 201, Denver, CO 80202

of the City and County of Denver and State of Colorado grantee(s).

WITNESS, that the grantor(s), for and in consideration of the sum of Ten (\$10000) Dollars the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and **QUITCLAIMED**, and by these presents does remise, release, sell and **QUITCLAIM** unto the grantee, heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the City and County of Denver and State of Colorado, described as follows:

Lots 1 through 4, inclusive, Block 162, East Denver
City and County of Denver, State of Colorado

also know by street and number as: 620 Sixteenth Street, Denver, Colorado 80202
 assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), heirs and assigns forever.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

Makovsky Family Partnership, LLP, a Colorado limited liability limited partnership

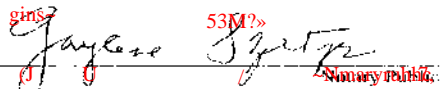
By: 
Evan Makovsky, Managing Partner

STATE OF COLORADO()
County of DENVER)

The foregoing instrument was acknowledged before me this 1st day of JANUARY, 2009,
 by Evan Makovsky, as Managing Partner of Makovsky Family Partnership, LLP, a Colorado limited liability limited partnership.

Witness my hand and official seal.
 My commission expires: 01/11/13




Gaylene Szalzer
 Notary Public

*If in Denver, insert "City and"

04/17/2018 12:04 PM
City & County of Denver

R \$28.00

WD

2018044794

Page: 1 of 4

D \$0.00

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this 16 day of MARCH, 2018, by Ephraim, LLC, a Colorado limited liability company, whose address is 1400 Glenarm Pl., Suite 100, Denver, CO 80202 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by 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 thereto 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 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 Grantee and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

THE ABOVE SIGNED WILL BE THE FULL AND COMPLETE DISCLOSURE OF ALL INFORMATION

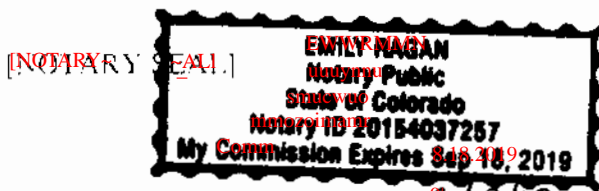
INSTRUMENT, I, Emily Nagan, Notary Public, State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original instrument.

By: Evgen Malowksy, Manager
[Signature]

STATE OF COLORADO
CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 16th day of March, 2018 by Evgen Malowksy as Manager of Epiphany, LLC, a Colorado limited liability company.

Witness my hand and official seal:



[Signature]
Notary Public

My commission expires: 9/18/19

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°45'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE S45°15'26"W, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N10°15'28"E, ALONG THE SOUTHEAST LINE OF LOTS 1 THROUGH 4, INCLUSIVE, IN SAID BLOCK 162, A DISTANCE OF 100.08 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

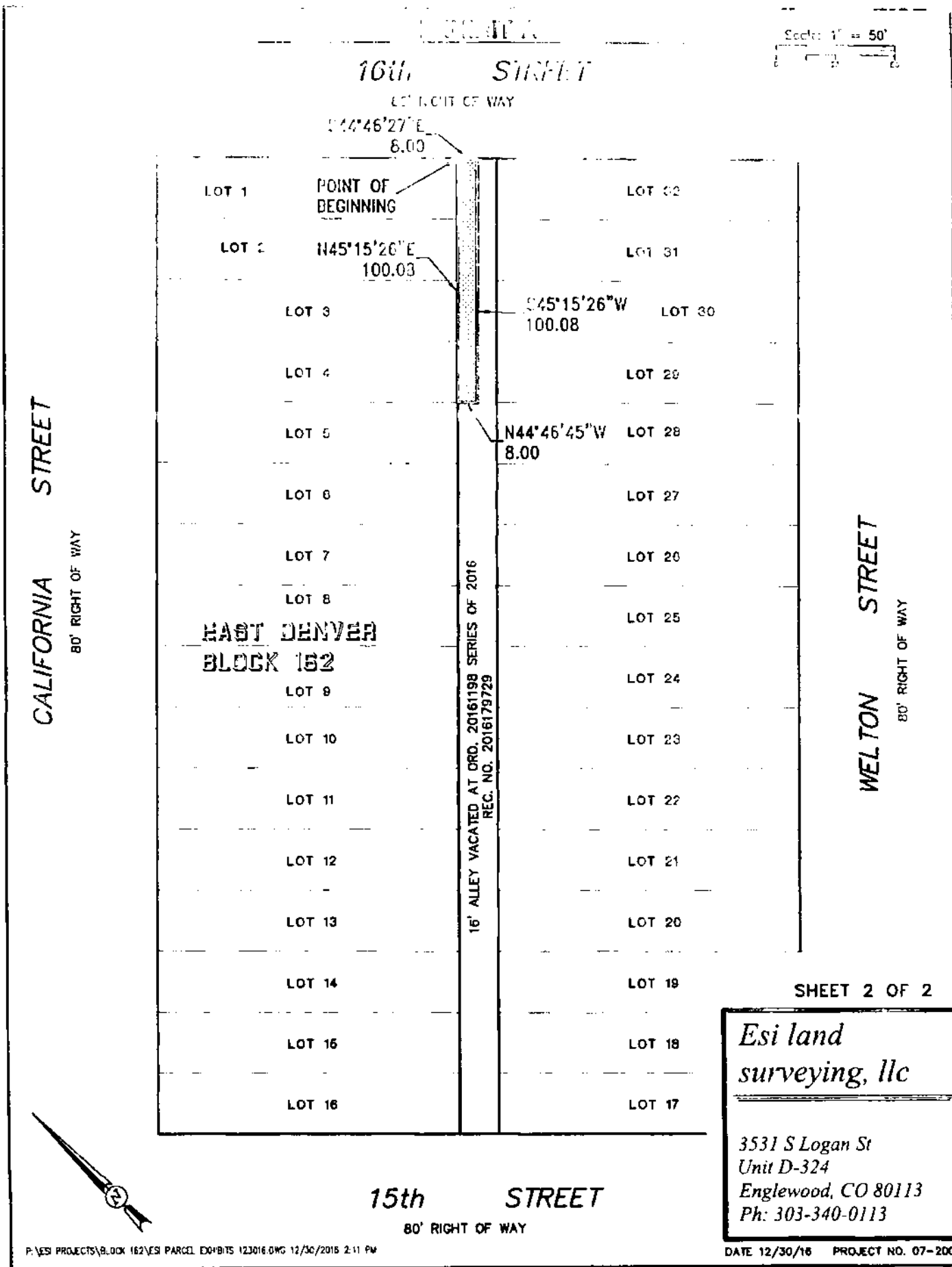
THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

Esi land
surveying, llc

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113





2018014704

Page: 1 of 4

D \$0.00

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

*RE-RECORD

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this 16 day of MARCH, 2018, by Ephraim, LLC, a Colorado limited liability company, whose address is 1400 Glenarm Pl., Suite 100, Denver, CO 80202 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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



2018050345

Page: 1 of 4

D \$0.00

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

EPHRAIM, LLC, a Colorado limited liability
company

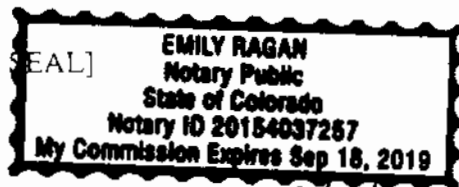
By: [Signature]
Evan Makovsky, Manager

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

The foregoing instrument was acknowledged before me this 16th day of March
2018 by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

Witness my hand and official seal:

[NOTARY SEAL]



My commission expires: 9/18/19

(stank/P)

[Signature]
Notary Public

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE S45°15'26"W, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE SOUTHEAST LINE OF LOTS 1 THROUGH 4, INCLUSIVE, IN SAID BLOCK 162, A DISTANCE OF 100.08 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113



SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

EXHIBIT A

Scale: 1" = 50'

16th STREET

80' RIGHT OF WAY

S44°46'27"E
8.00

LOT 1

POINT OF
BEGINNING

LOT 32

LOT 2

N45°15'26"E
100.08

LOT 31

LOT 3

S45°15'26"W
100.08

LOT 30

LOT 4

LOT 29

LOT 5

N44°46'45"W
8.00

LOT 28

LOT 6

LOT 27

LOT 7

LOT 26

LOT 8

LOT 25

EAST DENVER
BLOCK 162

LOT 9

LOT 24

LOT 10

LOT 23

LOT 11

LOT 22

LOT 12

LOT 21

LOT 13

LOT 20

LOT 14

LOT 19

LOT 15

LOT 18

LOT 16

LOT 17

15' ALLEY VACATED AT ORD. 20161198 SERIES OF 2016
REC. NO. 2016179729

CALIFORNIA STREET

80' RIGHT OF WAY

WELTON STREET

80' RIGHT OF WAY

SHEET 2 OF 2

Esi land
surveying, llc

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

15th STREET

80' RIGHT OF WAY

ALTA/ACSM LAND TITLE SURVEY

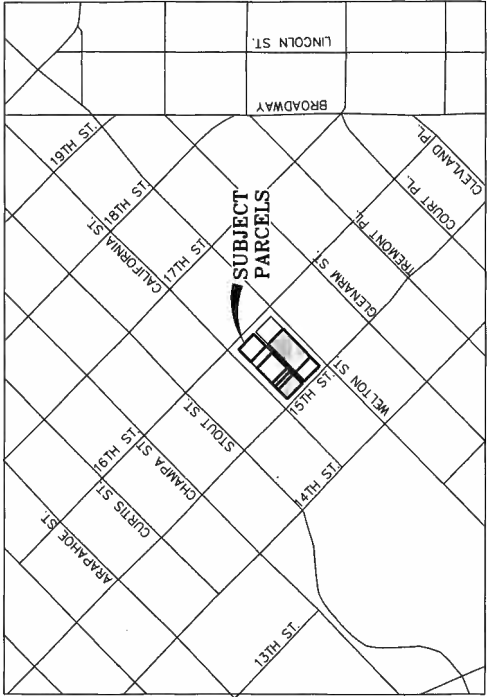
LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY AND COUNTY OF DENVER, STATE OF COLORADO

LEGAL DESCRIPTION

- PARCEL 1:
(622 16TH STREET – APN 2345–29–001)
LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 162, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
- PARCEL 2:
(1546 CALIFORNIA STREET – APN 2345–29–021)
LOTS 5 AND 6, BLOCK 162, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
- PARCEL 3:
(1522 CALIFORNIA STREET – APN 2345–29–022)
LOTS 7 THROUGH 11, INCLUSIVE, BLOCK 162, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
- PARCEL 4:
(1518 CALIFORNIA STREET – APN 2345–29–020)
LOT 12, BLOCK 162, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
- PARCEL 5:
(1514 CALIFORNIA STREET – APN 2345–29–023)
LOT 13, BLOCK 162, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
- PARCEL 6:
(1500–1514 CALIFORNIA STREET AND 621 15TH STREET – APN 2345–29–024)
LOTS 14, 15 AND 16, BLOCK 162, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
- PARCEL 7:
(601 15TH STREET – APN 2345–29–009)
LOTS 17 THROUGH 19, INCLUSIVE, BLOCK 162, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
- PARCEL 8:
(1521 MELTON STREET – APN 2345–29–010 AND 1545 MELTON STREET – APN 2345–29–011)
LOTS 20 THROUGH 28, INCLUSIVE, BLOCK 162, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

TITLE COMMITMENT NOTES

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY R&R ENGINEERS-SURVEYORS, INC., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENT, RIGHT-OF-WAY AND TITLE OF RECORD, R&R ENGINEERS-SURVEYORS, INC. FELLED UPON TITLE COMMITMENT NO. ABJ/D428486 DATED 10–17–2014 @ 5:00 P.M. PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.
- THIS PROPERTY MAY BE SUBJECT TO THE TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, OBLIGATIONS, AND RESERVATIONS CONTAINED IN THE FOLLOWING RECORDED INSTRUMENTS:
- # – INDICATES THE EXCEPTION NUMBER WITHIN SCHEDULE B–2 OF THE ABOVE MENTIONED TITLE COMMITMENT.
- 1 ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND. R&R ENGINEERS AND SURVEYORS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM.
- 2 EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS. R&R ENGINEERS AND SURVEYORS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM.
- 3 ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACQUAIRE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS. R&R ENGINEERS AND SURVEYORS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM.
- 4 ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. R&R ENGINEERS AND SURVEYORS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM.
- 5 DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS, THAT ARE NOT SHOWN BY THE PUBLIC RECORDS, BUT WHICH COULD BE DISCOVERED BY A REASONABLE INSURED ACQUIRES OF RECORD FOR VALUE THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. R&R ENGINEERS AND SURVEYORS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM.
- 6 (A) TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (B) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS. R&R ENGINEERS AND SURVEYORS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM.
- 7 (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER. R&R ENGINEERS AND SURVEYORS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM.
- 8 EXISTING LEASES AND TENAGIES, IF ANY. R&R ENGINEERS AND SURVEYORS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM.
- 9 ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE 16TH STREET PEDESTRIAN AND TRANSIT WALL LOCAL MAINTENANCE DISTRICT ORDINANCE NO. 597 SERIES 1982, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 28, 1982, IN BOOK 2683 AT PAGE 140, AND AS AMENDED BY ORDINANCE NO. 717 SERIES 1982, RECORDED DECEMBER 28, 1982, IN BOOK 2716 AT PAGE 488. THE ABOVE REFERENCED DOCUMENT IS FINANCIAL IN NATURE. R&R ENGINEERS AND SURVEYORS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM.
- 10 ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE DOWNTOWN DENVER BUSINESS IMPROVEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 05, 1992, UNDER RECEPTION NO. 89668. THE ABOVE REFERENCED DOCUMENT IS FINANCIAL IN NATURE. R&R ENGINEERS AND SURVEYORS, INC. DID NOT EXAMINE OR ADDRESS THIS ITEM.
- (ITEMS 8, 9 AND 10 AFFECT ALL PARCELS)
- ACCESS EASEMENT AS GRANTED TO THE REGIONAL TRANSPORTATION DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED JANUARY 23, 1986 UNDER RECEPTION NO. 019442. THE REFERENCED DOCUMENT AFFECTS THE SUBJECT PROPERTY AND IS BLANKET IN NATURE.
- (AFFECTS PARCEL 1)



VICINITY MAP
SCALE: 1" = 500'

TITLE COMMITMENT NOTES CONTINUED

- 12 LEASE BETWEEN WASHINGTON MCCLINTOCK PROPERTIES, INC., A COLORADO CORPORATION, LESSOR, AND SAVORY SANDWICHES ENTERPRISES 2 LLC, LESSEE, AS DISCLOSED BY AGREEMENT RECORDED JANUARY 30, 2007, UNDER RECEPTION NO. 2007055704. THE REFERENCED DOCUMENT AFFECTS THE ENTIRE SUBJECT PARCEL. NO PLOTTABLE RIGHTS ARE DESCRIBED THEREIN.
- NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
- (AFFECTS PARCEL 1)
- 13 LEASE BETWEEN THE MILONE LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY, LESSOR, AND EPHRAIM, LLC, A COLORADO LIMITED LIABILITY COMPANY, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED AUGUST 17, 2007, UNDER RECEPTION NO. 2007129072. THE REFERENCED DOCUMENT AFFECTS THE ENTIRE SUBJECT PARCELS. NO PLOTTABLE RIGHTS ARE DESCRIBED THEREIN.
- (AFFECTS PARCELS 2, 3 AND 7)
- 14 TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS AND ORDER REGARDING A BUILDING VARIANCE RECORDED FEBRUARY 14, 1969 IN BOOK 9991 AT PAGE 490. THE REFERENCED DOCUMENT AFFECTS THE ENTIRE SUBJECT PARCEL. NO PLOTTABLE RIGHTS ARE DESCRIBED THEREIN.
- (AFFECTS PARCEL 3)
- 15 PARTY WALL RIGHTS, IF ANY, ARISING OUT OF THE ENCROACHMENT OF IMPROVEMENTS SITUATED ON LOT 12, BLOCK 162, EAST DENVER, AS DISCLOSED IN DEED RECORDED JULY 8, 1969 IN BOOK 56 AT PAGE 140. THE REFERENCED DOCUMENT AFFECTS THE ENTIRE SUBJECT PARCEL. NO PLOTTABLE RIGHTS ARE DESCRIBED THEREIN.
- (AFFECTS PARCEL 3)
- 16 TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF OPTION BY AND BETWEEN BANK OF DENVER BUILDING CORP. AND EPHRAIM, LLC, RECORDED APRIL 06, 2007, UNDER RECEPTION NO. 2007055704. THE REFERENCED DOCUMENT AFFECTS THE ENTIRE SUBJECT PARCELS. NO PLOTTABLE RIGHTS ARE DESCRIBED THEREIN.
- (AFFECTS PARCELS 4 AND 8)
- 17 TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF LEASE BY AND BETWEEN BANK OF DENVER BUILDING CORP. AND EPHRAIM, LLC RECORDED AUGUST 17, 2007 UNDER RECEPTION NO. 2007129069. THE REFERENCED DOCUMENT AFFECTS THE ENTIRE SUBJECT PARCELS. NO PLOTTABLE RIGHTS ARE DESCRIBED THEREIN.
- (AFFECTS PARCELS 4 AND 8)
- 18 TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF LEASE BY AND BETWEEN EPHRAIM, LLC, A COLORADO LIMITED LIABILITY COMPANY, LESSOR, AND SAVORY SANDWICHES ENTERPRISES 2 LLC, LESSEE, AS DISCLOSED BY AGREEMENT RECORDED JANUARY 30, 2007, UNDER RECEPTION NO. 2007055704. THE REFERENCED DOCUMENT AFFECTS THE ENTIRE SUBJECT PARCELS. NO PLOTTABLE RIGHTS ARE DESCRIBED THEREIN.
- (AFFECTS PARCELS 4 AND 8)
- 19 LEASE BETWEEN 120TH COMMUNITY CENTER, LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP, LESSOR, AND EPHRAIM, LLC, A COLORADO LIMITED LIABILITY COMPANY, LESSEE, AS SHOWN BY LEASE AGREEMENT DATED JUNE 1, 2007, RECORDED UNDER RECEPTION NO. 2007091738 FOR A TERM OF 500 YEARS. THE REFERENCED DOCUMENT AFFECTS THE ENTIRE SUBJECT PARCELS. NO PLOTTABLE RIGHTS ARE DESCRIBED THEREIN.
- (AFFECTS PARCEL 5)
- 20 SHORT FORM LEASE BETWEEN COLONIAL PROPERTIES LLC, A COLORADO LIMITED LIABILITY COMPANY, LESSOR, AND EPHRAIM, LLC, A COLORADO LIMITED LIABILITY COMPANY, LESSEE, AS SHOWN BY LEASE AGREEMENT DATED JUNE 1, 2007, RECORDED JUNE 13, 2007, UNDER RECEPTION NO. 2007091738 FOR A TERM OF 500 YEARS. THE REFERENCED DOCUMENT AFFECTS THE ENTIRE SUBJECT PARCELS. NO PLOTTABLE RIGHTS ARE DESCRIBED THEREIN.
- (AFFECTS PARCEL 6)

GENERAL NOTES

1. UTILITY INFORMATION WAS OBTAINED FROM FIELD OBSERVATION, UTILITY LOCATE SERVICE, AND RECORD MAPS. THE LOCATION OF UNDERGROUND UTILITIES ARE SHOWN BASED ON VISIBLE EVIDENCE ONLY AND NO RESPONSIBILITY IS ACCEPTED FOR THEIR ACCURACY. THE LOCATIONS OF UNDERGROUND UTILITIES MUST BE FIELD VERIFIED PRIOR TO ANY DIGGING ON OR ADJACENT TO THE SUBJECT PROPERTY.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18–4–508, C.R.S.
3. BEARINGS ARE BASED ON THE 19.5° RANGE LINE LOCATED IN CALIFORNIA STREET MONUMENTED AT THE SOUTH END BY A 2.5" ALUMINUM DISK, STAMPED "HCL PLS 37889 2011" AND AT THE NORTH END BY A 2.5" ALUMINUM DISK, STAMPED "HCL PLS 37889 2011" WITH THE LINE ASSUMED TO BEAR N45°00'00"E.
4. FLOOD NOTE: THE SUBJECT PARCEL LIES WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN. PER FEDERAL FLOOD INSURANCE RATE MAP FOR CITY AND COUNTY OF DENVER, COLORADO MAP NO. 0800460201 G, EFFECTIVE DATE: NOVEMBER 17, 2005.
5. THE CURRENT ZONING IS "D–C, UO–1" PER CITY AND COUNTY OF DENVER ZONING MAP. DATED: AUGUST 29, 2014.
6. SITE ADDRESSES: 600 16TH STREET AND 620 16TH STREET, DENVER, COLORADO, 80202.
7. SUBJECT PARCELS CONTAIN 87,628 SQUARE FEET OR 2.013 ACRES.
8. THERE WAS NO VISIBLE EVIDENCE THAT THE SUBJECT PARCEL WAS BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
9. THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
10. PROPOSED CHANGES IN STREET RIGHT-OF-WAY HAVE NOT BEEN PROVIDED OR VERIFIED. THERE IS EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
11. THERE ARE 153 REGULAR PARKING SPACES AND 5 HANDICAP PARKING SPACES ON SUBJECT PARCEL.
12. SUBJECT PARCEL IS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 16TH STREET AND CALIFORNIA STREET.

SURVEY CERTIFICATION

- TO: EPHRAIM, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCELS 1, 2, 3, 5 AND 7;
- TO: BANK OF DENVER BUILDING CORPORATION, A COLORADO CORPORATION AS TO AN UNDIVIDED 76.8% INTEREST AND EPHRAIM, LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 23.2% INTEREST, AS TO PARCELS 4 AND 8;
- TO: COLONIAL PROPERTIES LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL 6;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6A, 7A, 8, 9, 11A, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 18, 2014.




ANTONIO W. SMITH P.L.S.
COLORADO REG. NO. 38320
FOR AND ON BEHALF OF
R&R ENGINEERS-SURVEYORS INC.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

INDEXING CERTIFICATE:

DEPOSITED THIS _____ DAY OF _____ 20 ____ AT _____ M.,
IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY SURVEYS
AT PAGE _____ RECEPTION NO. _____

BY: _____ COUNTY SURVEYOR/DEPUTY COUNTY SURVEYOR



R&R ENGINEERS-SURVEYORS, INC.
70 WEST CULFAX AVENUE
DENVER, COLORADO 80204
(303) 733-6760 (P) 303-733-6568
WWW.RRENTERS.COM

REVISONS	
File No. SM14109-ALA	
Date Drawn 10/27/14	
Drawn By SLP	
Checked By AWS	
Job No. SM14109	

ALTA/ACSM LAND TITLE SURVEY
LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY AND COUNTY OF DENVER, STATE OF COLORADO



★ Re-recorded to correct document

WHEN RECORDED RETURN TO:

Jason J. Pomerantz, Esq.
NAI Shames Makovsky
1400 Glenarm Pl., Suite 100
Denver, CO 80202

**DECLARATION AND AGREEMENT OF
RECIPROCAL COVENANTS AND RESTRICTIONS**

This Declaration and Agreement of Reciprocal Covenants and Restrictions (this "Declaration"), dated effective as of this 13th day of October 2017, is created by and between Ephraim, LLC, a Colorado limited liability company ("Ephraim"), and TDG Cook Company, Ltd., a Colorado limited liability limited partnership ("TDG") and, together with Ephraim, collectively, the ("Parties").

A. Recitals

A-1. Ephraim is the sole owner in fee simple of (i) Lots 1 – 4, inclusive and the improvements thereon, (ii) Lots 25 – 28 inclusive and the Northeasterly 20 Feet of Lot 24, and (iii) Lots 5 – 8 inclusive and the Northeasterly 20 Feet of Lot 9, all in Block 162, East Denver, in the City and County of Denver, State of Colorado (the "Ephraim Property").

A-2. TDG is the sole owner in fee simple of Lots 29 – 32 inclusive, Block 162, East Denver, in the City and County of Denver, State of Colorado, and the improvements thereon (the "TDG Property").

A-3. The City and County of Denver, State of Colorado (the "City") has on December 22, 2016 vacated the alley that bisects Block 162, East Denver, in the City (the "Prior Alley") which alley was in part between and adjacent to the Ephraim Property and the TDG Property and aided in the service access to the Ephraim Property and aided in the service access to the TDG Property, as depicted on **Exhibit 1** attached hereto. The portion of the Prior Alley which was adjacent to the Ephraim Property and to the TDG Property as a result of such vacation is presently owned in equal portions by Ephraim and by TDG as depicted on **Exhibit 2** attached hereto and as more fully described on **Exhibit 3** attached hereto. A copy of the vacation ordinance describing the Prior Alley is attached hereto as **Exhibit 4**.

A-4. In connection with the vacation of the Prior Alley, the Parties shall dedicate to the City a new City-owned "L" shaped public alley running to and from 16th Street and Welton Street ("New Alley-



Welton”) as depicted on **Exhibit 5** attached hereto and as more fully described on **Exhibit 6** attached hereto.

A-5. The dedications in paragraph A-4 shall occur by the execution and delivery of deeds to the City within five business days after such dedications and any other governmental requirements related to the New Alley-Welton are first approved by the City and by any other applicable regulatory entity, after which construction of the selected New Alley-Welton shall proceed with diligence by Ephraim as to accomplishing the foregoing.

A-6. No change shall be made in the above selected dedications after made without the consent of the Parties evidenced by a written instrument duly executed by each of the Parties, nor shall either Party seek to accomplish a change in the dedications without the consent of the other Party evidenced by a written instrument duly executed by the other Party. Notwithstanding the forgoing, on or before the elapse of twenty-four months after the substantial completion of construction of the New Alley-Welton, Ephraim may on one occasion only by notice to TDG in the form of **Exhibit 7** attached hereto change the location of the New Alley-Welton to a new City-owned “L” shaped public alley running to and from 16th Street and California Street (“New Alley-California”) as depicted on **Exhibit 8** attached hereto and as more fully described on **Exhibit 9** attached hereto, and all of the above provisions with respect to establishing the New Alley-Welton shall apply to establishing the New Alley-California. Upon the completion of the establishment of the New Alley-California Ephraim shall give notice thereof to TDG in the form of **Exhibit 16** attached hereto.

A-7. Part B of this document sets forth the provisions with respect to the New Alley-Welton; part C of this document sets forth the provisions with respect to the New Alley- California if subsequently selected by Ephraim; and part D of this document sets forth certain provisions that apply to each of the New Alley-Welton and the New Alley-California.

B. New Alley-Welton

B-1. Declaration. Ephraim and TDG hereby declare that the Ephraim Property and the TDG Property shall be subject to the following reciprocal agreements, covenants and restrictions with respect to the New Alley-Welton and subject to the terms and conditions set forth herein. In connection therewith is Ephraim’s agreement set forth herein to certain agreements, covenants and restrictions on Ephraim’s ability to construct improvements above and below the New Alley-Welton New Portion.

B-2. New Alley-Welton. The portion of the New Alley-Welton that is comprised of a portion of the Prior Alley adjacent to and between Lots 1 – 4 and Lots 29 – 32 as depicted on **Exhibit 2** attached

hereto and as more fully described on **Exhibit 3** attached hereto, shall constitute a full dedication by the Parties to the City (the "New Alley-Welton Existing Portion"). The remaining portion of the New Alley-Welton that shall comprise a portion of Lot 28, a portion of Lot 27 and a portion of the Prior Alley as depicted on **Exhibit 10** attached hereto, and as more fully described on **Exhibit 11** attached hereto (the "New Alley-Welton New Portion") shall constitute a partial dedication by Ephraim to the City from the elevation that is four feet below the bottom surface of the pavement of the New Alley-Welton New Portion up to the elevation that is twenty-three feet above the top surface of the pavement of the New Alley-Welton New Portion. Ephraim shall retain the area that is more than four feet below the bottom surface of the pavement of the New Alley-Welton New Portion (the "New Alley-Welton New Portion Subsurface Rights Area") and the area that is more than twenty-three feet above the top surface of the pavement of the New Alley-Welton New Portion (the "New Alley-Welton New Portion Air Rights Area"). Notwithstanding the foregoing, if or to the extent that the City does not approve the above partial dedication or requires an enlarged partial dedication to the City, the New Alley-Welton New Portion shall constitute a full dedication or if applicable, an enlarged partial dedication to the City.

B-3. Construction of New Alley-Welton. Ephraim shall pay all of the costs of constructing the New Alley-Welton and, if not performed by the City, of subsequently maintaining and repairing the New Alley-Welton. Such construction, and such maintenance and repair if applicable, shall at all times be performed in compliance with all present and future laws and regulations of the City applicable to City-owned public alleys.

B-4. New Alley-Welton New Portion Subsurface Rights.

(a) Provided that the City approves the partial dedication to the City for the New Alley-Welton New Portion excluding the New Alley-Welton New Portion Subsurface Rights Area as set forth in paragraph B-2 above, and provided that the City approves the use of the New Alley-Welton New Portion Subsurface Rights Area as set forth in this paragraph B-4 to the extent that such City approval is required by its rules and regulations, as to the New Alley-Welton New Portion Subsurface Rights Area, Ephraim shall have the right to build to the lot line of the TDG Property within the New Alley-Welton New Portion Subsurface Rights Area (except to the extent of and without disturbance to any subsurface encroachment of the TDG Property beyond the lot line of the TDG Property). Notwithstanding the foregoing, Ephraim may remove any such encroachment which is not structural in nature, which does not impair the value of the TDG Property and which removal is approved by TDG.

(b) With respect to the New Alley-Welton New Portion Subsurface Rights Area:

(i) As to the use of the New Alley-Welton New Portion Subsurface Rights Area, Ephraim shall comply with all present and future requirements of the City applicable to the use of the New Alley-Welton New Portion Subsurface Rights Area and the construction of improvements therein.

(ii) The use of the New Alley-Welton New Portion Subsurface Rights Area shall not result in any functional disadvantage with respect to the use of the New Alley-Welton New Portion other than the lack of use of the New Alley-Welton New Portion Subsurface Rights Area except to the extent that such use may be necessary for the support of the New Alley-Welton New Portion and the construction, maintenance and repair of the New Alley-Welton New Portion.

(iii) Ephraim shall pay all costs and bear all liabilities with respect to the use of the New Alley-Welton New Portion Subsurface Rights Area including any costs and liabilities with respect to the New Alley-Welton New Portion or the TDG Property arising from construction, maintenance or repair within the New Alley-Welton New Portion Subsurface Rights Area, and Ephraim shall indemnify and hold harmless TDG with respect to all such costs and liabilities.

B-5. New Alley-Welton New Portion Air Rights.

(a) Provided that the City approves the partial dedication to the City for the New Alley-Welton New Portion excluding the New Alley-Welton New Portion Air Rights Area as set forth in paragraph B-2 above and provided that the City approves the use of the New Alley-Welton New Portion Air Rights Area as set forth in this paragraph B-5 to the extent that such City approval is required by its rules and regulations, as to the New Alley-Welton New Portion Air Rights Area, and also subject to the Buffer Zone Restrictions as set forth in paragraph B-6 below and the use restrictions set forth in paragraph B-7 below, Ephraim shall have the right to build to the lot line of the TDG Property within the New Alley-Welton New Portion Air Rights Area (except to the extent of and without disturbance to any encroachment of the TDG Property beyond the lot line of the TDG Property) in a cantilever fashion but not in a manner that touches the TDG Property or in any manner that utilizes the TDG Property or if applicable the New Alley-Welton for support.

(b) With respect to the New Alley-Welton New Portion Air Rights Area:

(i) As to the use of the New Alley-Welton New Portion Air Rights Area, Ephraim shall comply with all present and future requirements of the City applicable to the use of the New Alley-Welton New Portion Air Rights Area and the construction of improvements therein.

(ii) The use of the New Alley-Welton New Portion Air Rights Area shall not result in any functional disadvantage with respect to the use of the New Alley-Welton New Portion other than the lack of use of the New Alley-Welton New Portion Air Rights Area.

(iii) Ephraim shall pay all costs and bear all liabilities with respect to the use of the New Alley-Welton New Portion Air Rights Area including any costs and liabilities with respect to the New Alley-Welton New Portion or the TDG Property arising from construction, maintenance or repair within the New Alley-Welton New Portion Air Rights Area, and Ephraim shall indemnify and hold harmless TDG with respect to all such costs and liabilities.

B-6. Buffer Zone Restrictions. In addition to the restrictions set forth in paragraph B-5 above and subject to the use restrictions set forth in paragraph B-7 below, Ephraim's right to construct improvements in the New Alley-Welton New Portion Air Rights Area is subject to the following restrictions (the "Buffer Zone Restrictions"):

(a) Hotel With Ballroom Improvements. If on or before December 31, 2036, Ephraim substantially completes the construction on the Ephraim Property of a hotel that contains a ballroom, banquet hall and/or conference center as an element of such structure, Ephraim shall be permitted to construct a cantilevered structure for such ballroom, banquet hall and/or conference center in an area over a part of the New Alley-Welton New Portion except for the rectangular-type area that is 20 feet wide and is of a length from the southerly corner of the TDG Property running parallel with the southwesterly boundary of the TDG Property to the point on such boundary line that is 65 feet from the southerly corner of the TDG Property.

(b) Other Improvements. In the event that any other structure is constructed on the Ephraim Property other than a hotel that contains a ballroom, banquet hall and/or conference center, Ephraim shall be permitted to construct a cantilevered structure over the New Alley-Welton New Portion except for the rectangular-type area that is 20 feet wide and is of a length from the southerly corner of the TDG Property running parallel with the southwesterly boundary of the TDG Property to the point on such boundary line that is 97 feet from the southerly corner of the TDG Property.

If the construction of such other structure is commenced before December 31, 2036, the construction described in paragraph B-6(a) above may not later occur.

B-7. New Alley-Welton Use Restrictions. The New Alley-Welton shall be utilized in accordance with the laws and regulations of the City for a City-owned public alley for the benefit of the TDG Property improvements and for the benefit of the Ephraim Property improvements. However, even if allowed by the City, Ephraim with respect to the Ephraim Property shall not use or authorize the use of the New Alley-Welton for vehicle access to or from (a) the main public entrance or exit of any building or business, (b) the public or valet entrance or exit of a parking garage, or (c) the entrance or exit of a porte cochere. Nothing contained in the foregoing sentence shall be construed to prohibit the use of the New Alley-Welton for access to the Ephraim Property for service vehicles including for service vehicle access to or from a parking garage.

B-8. Enforcement of Obligations. If one of the Parties hereto shall fail to comply with any of the material provisions of this Declaration, the other Party shall have full power and authority to enforce compliance with this Declaration in any manner provided for by law or in equity, including without limitation (a) an action for damages, or (b) an action to enjoin any violation or specifically enforce the provisions of this Declaration, or (c) a report to the City of any violation of the laws or regulations of the City applicable to the New Alley-Welton. Notwithstanding the foregoing and except with respect to any violation of the laws or regulations of the City applicable to the New Alley-Welton, a Party shall not take any action to enforce compliance with this Declaration until such Party has given the other Party a written notice describing the specific claimed default and thirty days to cure the claimed default, or if necessary such longer period as is reasonable under the circumstances provided that such Party is diligently proceeding with such cure, but in no event longer than ninety days, and provided that such cure right shall not apply to the same type of default more than one time during any three year period.

B-9. Changes. No provision or term of this Declaration may be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument duly executed by each of the Parties hereto, designated as such a change and recorded with the Clerk and Recorder of the City and County of Denver, State of Colorado. Neither Party shall take any action without the prior written approval of the other Party to initiate or support (a) any action of the City, or of any other governmental agency, to alter the provisions of this Declaration, or (b) any action of the City to change the laws and regulations of the City applicable to the New Alley-Welton. Without limiting the foregoing, in the event that the City does not approve any provision of this Declaration with respect to the New Alley-Welton New Portion

Subsurface Rights Area or the New Alley-Welton New Portion Air Rights Area, all other provisions of this Declaration shall remain in full force and effect.

B-10. Dedication Deeds. The form of the dedication deeds for the New Alley-Welton are attached hereto as **Exhibit 12**.

C. New Alley-California

C-1. Declaration. Ephraim and TDG hereby declare that the Ephraim Property and the TDG Property shall be subject to the following reciprocal agreements, covenants and restrictions with respect to the New Alley-California and subject to the terms and conditions set forth herein. In connection therewith is Ephraim's agreement set forth herein to certain agreements, covenants and restrictions on Ephraim's ability to construct improvements above and below the New Alley-California.

C-2. New Alley-California. The portion of the New Alley-California that is comprised of a portion of the Prior Alley adjacent to and between Lots 1 – 4 and Lots 29 – 32 as depicted on **Exhibit 2**, attached hereto and as more fully described on **Exhibit 3** attached hereto, shall constitute a full dedication by the Parties to the City (the "New Alley-California Existing Portion"). The remaining portion of the New Alley-California that shall comprise a portion of Lot 5, a portion of Lot 6 and a portion of the Prior Alley as depicted on **Exhibit 13** attached hereto, and as more fully described on **Exhibit 14** attached hereto (the "New Alley-California New Portion") shall constitute a partial dedication by Ephraim to the City from the elevation that is four feet below the bottom surface of the pavement of the New Alley-California New Portion up to the elevation that is twenty-three feet above the top surface of the pavement of the New Alley-California New Portion. Ephraim shall retain the area that is more than four feet below the bottom surface of the pavement of the New Alley-California New Portion (the "New Alley-California New Portion Subsurface Rights Area") and the area that is more than twenty-three feet above the top surface of the pavement of the New Alley-California New Portion (the "New Alley-California New Portion Air Rights Area"). Notwithstanding the foregoing, if or to the extent that the City does not approve the above partial dedication or requires an enlarged partial dedication to the City, the New Alley-California New Portion shall constitute a full dedication or if applicable, an enlarged partial dedication to the City.

C-3. Construction of New Alley-California. Ephraim shall pay all of the costs of constructing the New Alley-California and, if not performed by the City, of subsequently maintaining and repairing the New Alley-California. Such construction, and such maintenance and repair if applicable, shall at all times be performed in compliance with all present and future laws and regulations of the City applicable to City-owned public alleys.

C-4. New Alley-California New Portion Subsurface Rights.

(a) Provided that the City approves the partial dedication to the City for the New Alley-California New Portion excluding the New Alley-California New Portion Subsurface Rights Area as set forth in paragraph C-2 above, and provided that the City approves the use of the New Alley-California New Portion Subsurface Rights Area as set forth in this paragraph C-4 to the extent that such City approval is required by its rules and regulations, as to the New Alley-California New Portion Subsurface Rights Area, Ephraim shall have the right to build within the New Alley-California New Portion Subsurface Rights Area.

(b) With respect to the New Alley-California New Portion Subsurface Rights Area:

(i) As to the use of the New Alley-California New Portion Subsurface Rights Area, Ephraim shall comply with all present and future requirements of the City applicable to the use of the New Alley-California New Portion Subsurface Rights Area and the construction of improvements therein.

(ii) The use of the New Alley-California New Portion Subsurface Rights Area shall not result in any functional disadvantage with respect to the use of the New Alley-California New Portion other than the lack of use of the New Alley-California New Portion Subsurface Rights Area except to the extent that such use may be necessary for the support of the New Alley-California New Portion and the construction, maintenance and repair of the New Alley-California New Portion.

(iii) Ephraim shall pay all costs and bear all liabilities with respect to the use of the New Alley-California New Portion Subsurface Rights Area including any costs and liabilities with respect to the New Alley-California New Portion or the TDG Property arising from construction, maintenance or repair within the New Alley-California New Portion Subsurface Rights Area, and Ephraim shall indemnify and hold harmless TDG with respect to all such costs and liabilities.

C-5. New Alley-California New Portion Air Rights.

(a) Provided that the City approves the partial dedication to the City for the New Alley-California New Portion excluding the New Alley-California New Portion Air Rights Area as set forth in paragraph C-2 above, and provided that the City approves the use of the New Alley-California New Portion Air Rights Area as set forth in this paragraph C-5 to the extent that such

City approval is required by its rules and regulations, as to the New Alley-California New Portion Air Rights Area, and also subject to the use restrictions set forth in paragraph C-7 below, Ephraim shall have the right to build within the New Alley-California New Portion Air Rights Area.

(i) As to the use of the New Alley-California New Portion Air Rights Area, Ephraim shall comply with all present and future requirements of the City applicable to the use of the New Alley-California New Portion Air Rights Area and the construction of improvements therein.

(ii) The use of the New Alley-California New Portion Air Rights Area shall not result in any functional disadvantage with respect to the use of the New Alley-California New Portion other than the lack of use of the New Alley-California New Portion Air Rights Area.

(iii) Ephraim shall pay all costs and bear all liabilities with respect to the use of the New Alley-California New Portion Air Rights Area including any costs and liabilities with respect to the New Alley-California New Portion or the TDG Property arising from construction, maintenance or repair within the New Alley-California New Portion Air Rights Area, and Ephraim shall indemnify and hold harmless TDG with respect to all such costs and liabilities.

C-6. Buffer Zone Restrictions. In addition to the restrictions set forth in paragraph C-5 above and in the event Ephraim selects the New Alley-California dedications Ephraim's right to construct improvements on Lot 28 described in paragraph A-1 shall be subject to the following restrictions (the "Buffer Zone Restrictions"):

(a) Hotel With Ballroom Improvements. If on or before December 31, 2036, Ephraim substantially completes the construction on the Ephraim Property of a hotel that contains a ballroom, banquet hall and/or conference center as an element of such structure which is adjacent in whole or in part to the TDG Property, Ephraim shall be permitted to construct such structure for such ballroom, banquet hall and/or conference center except in the rectangular-type area that is 20 feet wide and is of a length from the southerly corner of the TDG Property running parallel with the southwesterly boundary of the TDG Property to the point on such boundary line that is 65 feet from the southerly corner of the TDG Property ("Restricted Area 1"). Within Restricted Area 1 Ephraim shall be permitted to construct a structure which together with its appurtenances is not higher at any place than 17 feet.

(b) Other Improvements. In the event that any other structure is constructed on the Ephraim Property other than a hotel that contains a ballroom, banquet hall and/or conference center which is adjacent in whole or in part to the TDG Property, Ephraim shall be permitted to construct such structure except in the rectangular-type area that is 20 feet wide and is of a length from the southerly corner of the TDG Property running parallel with the southwesterly boundary of the TDG Property to the point on such boundary line that is 97 feet from the southerly corner of the TDG Property ("Restricted Area 2"). Within Restricted Area 2 Ephraim shall be permitted to construct a structure which together with its appurtenances is not higher at any place than 17 feet. If the construction of such other structure is commenced before December 31, 2036, the construction described in paragraph C-6(a) above may not later occur.

(c) Other Restriction. No part of a vehicle entrance or exit between the Ephraim Property and Welton Street shall be closer than 20 feet to the TDG Property.

C-7. New Alley-California Use Restrictions. The New Alley-California shall be utilized in accordance with the laws and regulations of the City for a City-owned public alley for the benefit of the TDG Property improvements and for the benefit of the Ephraim Property improvements. However, even if allowed by the City, Ephraim with respect to the Ephraim Property shall not use or authorize the use of the New Alley-California for vehicle access to or from (a) the main public entrance or exit of any building or business, (b) the public or valet entrance or exit of a parking garage, or (c) the entrance or exit of a porte cochere. Nothing contained in the foregoing sentence shall be construed to prohibit the use of the New Alley-California for access to the Ephraim Property for service vehicles including for service vehicle access to or from a parking garage.

C-8. Enforcement of Obligations. If one of the Parties hereto shall fail to comply with any of the material provisions of this Declaration, the other Party shall have full power and authority to enforce compliance with this Declaration in any manner provided for by law or in equity, including without limitation (a) an action for damages, or (b) an action to enjoin any violation or specifically enforce the provisions of this Declaration, or (c) a report to the City of any violation of the laws or regulations of the City applicable to the New Alley-California. Notwithstanding the foregoing and except with respect to any violation of the laws or regulations of the City applicable to the New Alley-California, a Party shall not take any action to enforce compliance with this Declaration until such Party has given the other Party a written notice describing the specific claimed default and thirty days to cure the claimed default, or if necessary such longer period as is reasonable under the circumstances provided that such Party is diligently

proceeding with such cure, but in no event longer than ninety days, and provided that such cure right shall not apply to the same type of default more than one time during any three year period.

C-9. Changes. No provision or term of this Declaration may be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument duly executed by each of the Parties hereto, designated as such a change and recorded with the Clerk and Recorder of the City and County of Denver, State of Colorado. Neither Party shall take any action without the prior written approval of the other Party to initiate or support (a) any action of the City, or of any other governmental agency, to alter the provisions of this Declaration, or (b) any action of the City to change the laws and regulations of the City applicable to the New Alley-California. Without limiting the foregoing, in the event that the City does not approve any provision of this Declaration with respect to the New Alley-California New Portion Subsurface Rights Area or the New Alley-California New Portion Air Rights Area, all other provisions of this Declaration shall remain in full force and effect.

C-10. Dedication Deeds. The form of the dedication deeds for the New Alley-California are attached hereto as **Exhibit 15**.

D. General Provisions

D-1. City Refusal to Accept Dedications. In the event that, other than as a result of an act or omission by Ephraim or TDG, there is an impossibility of performance as to Ephraim and TDG accomplishing the provisions of this Declaration with respect to the City's acceptance of either the partial or the full dedications of the New Alley-Welton within a reasonable period of time after all requisite materials have been submitted to the City and all customary requirements of the City associated with the dedications have been satisfied, then as a consequence of such impossibility of performance Ephraim and TDG shall not be deemed to be in default of this Declaration. Following such impossibility of performance Ephraim and TDG shall enter into a private access easement agreement for the establishment of the New Alley-Welton or the New Alley-California, as selected by Ephraim. If the City will not approve one of the foregoing private access easements, Ephraim and TDG shall enter into a private access easement for the establishment of a comparable reasonably located street level alley providing service to the loading areas of the Ephraim Property and the existing loading areas of the TDG Property with widths suitable for use by large service vehicles comparable in size to those which could have used the New Alley-Welton, providing a separate vehicle drive forward entrance and drive forward exit, and in all other respects incorporating the terms and conditions of this Declaration. All costs associated with the ownership (including property taxes) of the foregoing private access easements shall be paid by Ephraim. Notwithstanding the foregoing, if the City will approve the dedication of such comparable alley, such

alley shall be accomplished by dedications from Ephraim and TDG to the City for a public alley. In connection with the above actions of the City, TDG shall be furnished copies of all materials submitted by Ephraim to or furnished to it by the City and TDG shall be entitled to participate in all oral communications of Ephraim with the City.

D-2. Grant of Utility Easements. Ephraim and TDG hereby covenant that they shall cooperate with the location or relocation of any utilities from the Prior Alley initially to the New Alley-Welton, or subsequently if applicable to the New Alley-California, which cooperation shall include the dedication of reasonable utility easements initially in the New Alley-Welton, or subsequently if applicable in the New Alley-California, which easements do not impair the use thereof.

D-3. Effect of Covenants. The covenants, conditions, agreements and restrictions and other provisions contained herein are covenants running with the land and shall bind the Parties and their respective successors and assigns.

D-4. Notices. Any notice or communication required or permitted under the terms of this Declaration shall be in writing and sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the owner of record at the time of such notice of the Ephraim Property or the TDG Property, as applicable.

D-5. Governing Law. This Declaration is governed by the laws of the State of Colorado.

D-6. Recitals. The Recitals set forth above are hereby made a binding and integral part of this Declaration.

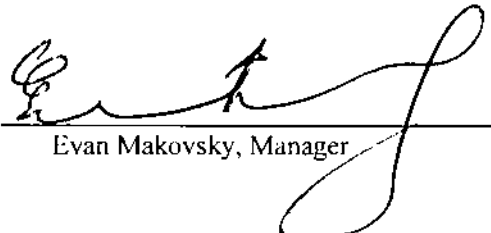
D-7. Captions. The captions appearing in this Declaration have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Declaration or any of its provisions.

D-8. Previously Recorded Declaration. The Parties agree that this Declaration supersedes the previously recorded Declaration of the same date.

[signatures on next page]

Executed as of the date first set forth above.

EPHRAIM, LLC, a Colorado limited liability company

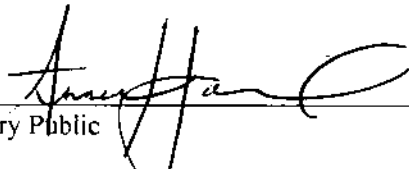
By: 
Evan Makovsky, Manager

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

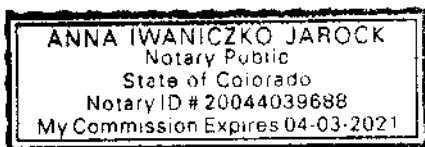
The foregoing instrument was acknowledged before me this 19th day of October, 2017 by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

Witness my hand and official seal:


[NOTARY SEAL]


Notary Public

My commission expires: 04-03-2021



TDG COOK COMPANY, LTD., a Colorado limited liability limited partnership

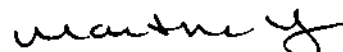
By: 
Gary R. Cook, General Partner

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

The foregoing instrument was acknowledged before me this 19th day of October, 2017 by Gary R. Cook as General Partner of TDG Cook Company, Ltd., a Colorado limited liability limited partnership.

Witness my hand and official seal:

[NOTARY SEAL]


Notary Public

My commission expires: 10/12/19

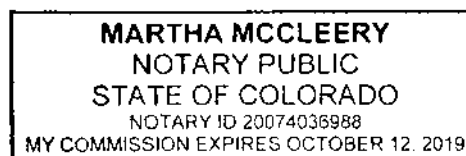


EXHIBIT 1
DEPICTION OF PRIOR ALLEY

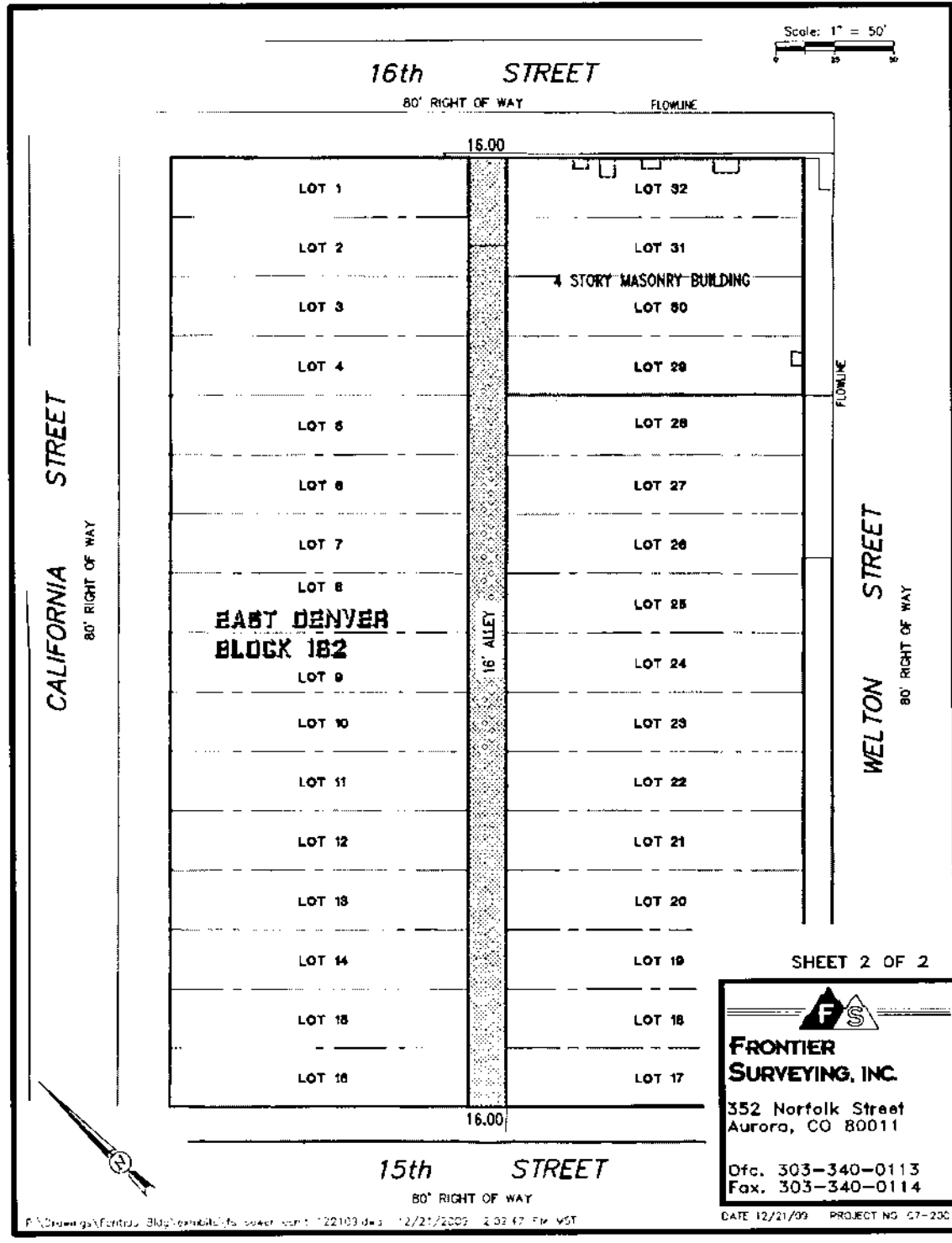
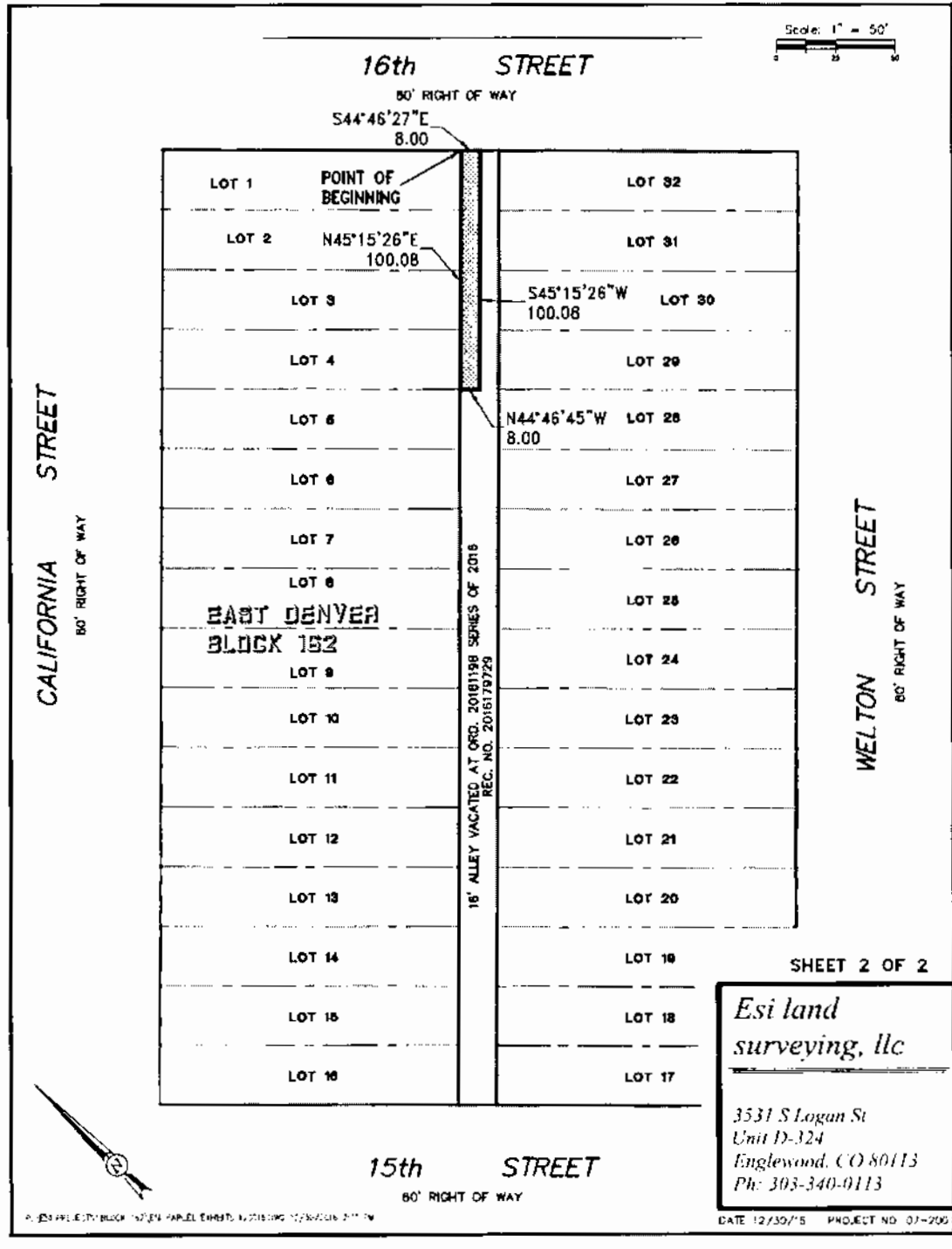


EXHIBIT 2
DEPICTION OF PRIOR ALLEY ADJACENT TO EPHRAIM
PROPERTY AND TDG PROPERTY



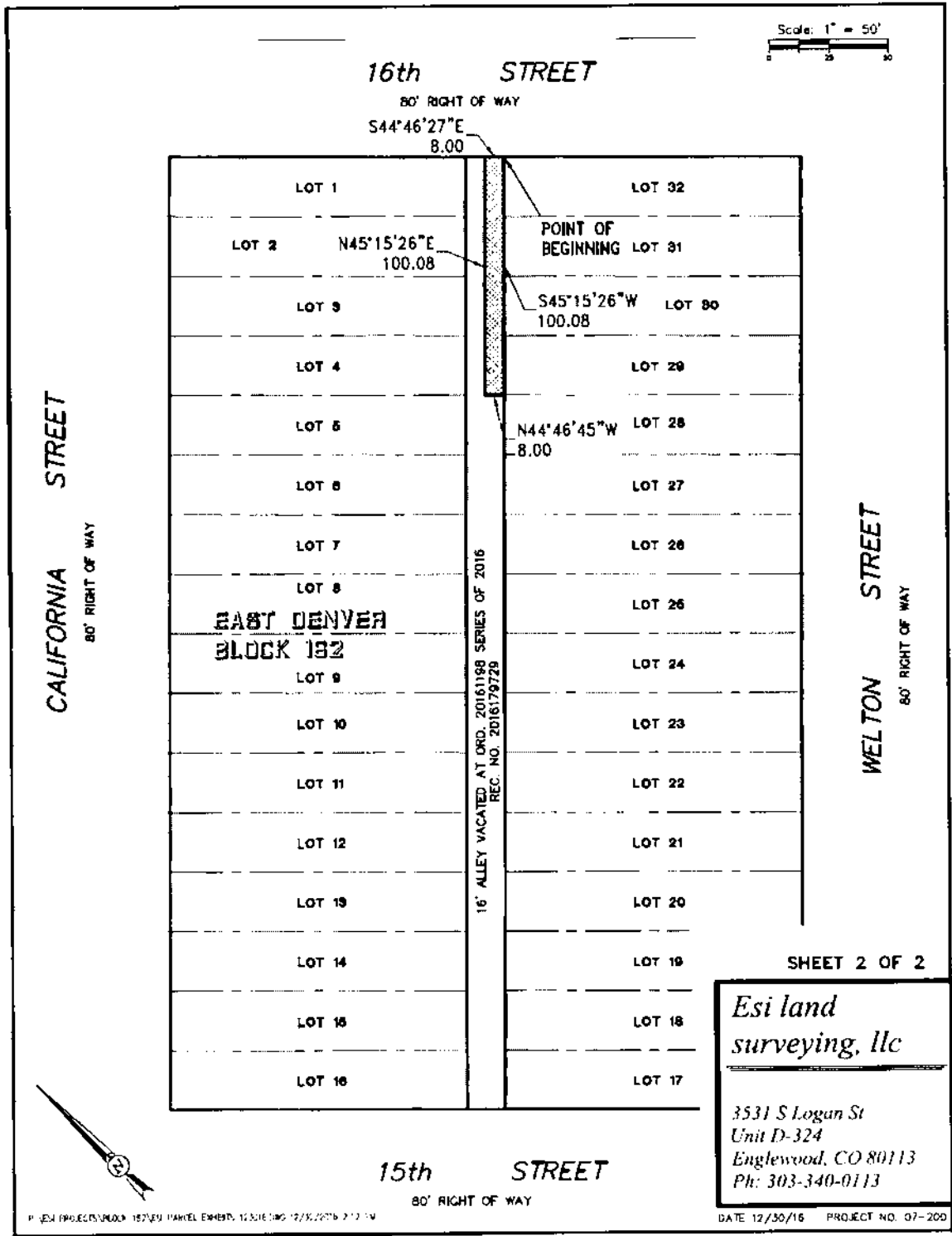


EXHIBIT 3
DESCRIPTION OF PRIOR ALLEY ADJACENT TO EPHRAIM
PROPERTY AND TDG PROPERTY

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE S45°15'26"W, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE SOUTHEAST LINE OF LOTS 1 THROUGH 4, INCLUSIVE, IN SAID BLOCK 162, A DISTANCE OF 100.08 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\NEW PROJECTS\BLOCK 162\EXHIBIT 3\BLOCK 162\12/30/16\12/30/16 2:11 PM

DATE 12/30/16 PROJECT NO. 02-200

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729. SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE N45°15'26"E, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET; THENCE S44°46'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

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Englewood, CO 80113

SHEET 1 OF 2

*Esi land
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3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

7. ADP 4-01.01 (MOR) 12/25/2015 12:00:00 PM 12/25/2015 6:21:11 AM

DATE 12/30/16 PROJECT NO. 07-200

EXHIBIT 4
VACATION ORDINANCE

1 **BY AUTHORITY**

2 ORDINANCE NO. 20161198

COUNCIL BILL NO. CB16-1198

3 SERIES OF 2016

COMMITTEE OF REFERENCE:

4 Land Use, Transportation & Infrastructure

5 **A BILL**

6 **For an ordinance vacating the alley bounded by 15th Street, 16th Street, Welton**
7 **Street and California Street, with reservations.**

8 **WHEREAS**, the Executive Director of Public Works of the City and County of Denver has
9 found and determined that the public use, convenience and necessity no longer require that certain
10 area in the system of thoroughfares of the municipality hereinafter described and, subject to approval
11 by ordinance, has vacated the same with the reservations hereinafter set forth;

12 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

13 **Section 1.** That the action of the Executive Director of Public Works in vacating the
14 following described right-of-way in the City and County of Denver, State of Colorado, to wit:

15 **PARCEL DESCRIPTION ROW NO. 2016-VACA-0000003-001:**

16 A PARCEL OF LAND BEING ALL OF THE 16 FOOT WIDE ALLEY ADJACENT TO LOTS 1
17 THROUGH 32, INCLUSIVE, BLOCK 162, EAST DENVER; SAID PARCEL BEING SITUATED IN THE
18 SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH
19 PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

20 SAID PARCEL CONTAINS 6405 SQUARE FEET, 0.147 ACRES, MORE OR LESS.

21 **be and the same is hereby approved and the described right-of-way is hereby vacated and**
22 **declared vacated;**

23 **PROVIDED, HOWEVER**, said vacation shall be subject to the following reservation:

24 A perpetual, non-exclusive easement is hereby reserved by the City and County of Denver ("City"),
25 its successors and assigns, over, under, across, along and through the vacated area for the
26 purposes of constructing, operating, maintaining, repairing, upgrading and replacing public or private
27 utilities including storm drainage and sanitary sewer facilities and all appurtenances to said
28 utilities. A hard surface shall be maintained by the property owner over the entire easement
29 area. The City reserves the right to authorize the use of the reserved easement by all utility providers
30 with existing facilities in the easement area. No trees, fences, retaining walls, landscaping or
31 structures shall be allowed over, upon or under the easement area. Any such obstruction may be


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City & County of Denver ORD Page 1 of 2

City & County of Denver

2016179729

2 of 2

1 removed by the City or the utility provider at the property owner's expense. The property owner shall
2 not re-grade or alter the ground cover in the easement area without permission from the City and
3 County of Denver. The property owner shall be liable for all damages to such utilities, including their
4 repair and replacement, at the property owner's sole expense. The City, its successors, assigns,
5 licensees, permittees and other authorized users shall not be liable for any damage to property
6 owner's property due to use of this reserved easement.

7 COMMITTEE APPROVAL DATE: November 29, 2016, by consent

8 MAYOR-COUNCIL DATE: December 6, 2016

9 PASSED BY THE COUNCIL: December 19, 2016

10 _____ - PRESIDENT PRO-TEM

11 APPROVED: _____ - MAYOR Dec 20, 2016

12 ATTEST: Debra Johnson - CLERK AND RECORDER,
13 EX-OFFICIO CLERK OF THE
14 CITY AND COUNTY OF DENVER
15

16 NOTICE PUBLISHED IN THE DAILY JOURNAL: DEC 16, 2016; DEC 23, 2016

17 PREPARED BY: Brent A. Eisen, Assistant City Attorney DATE: December 8, 2016

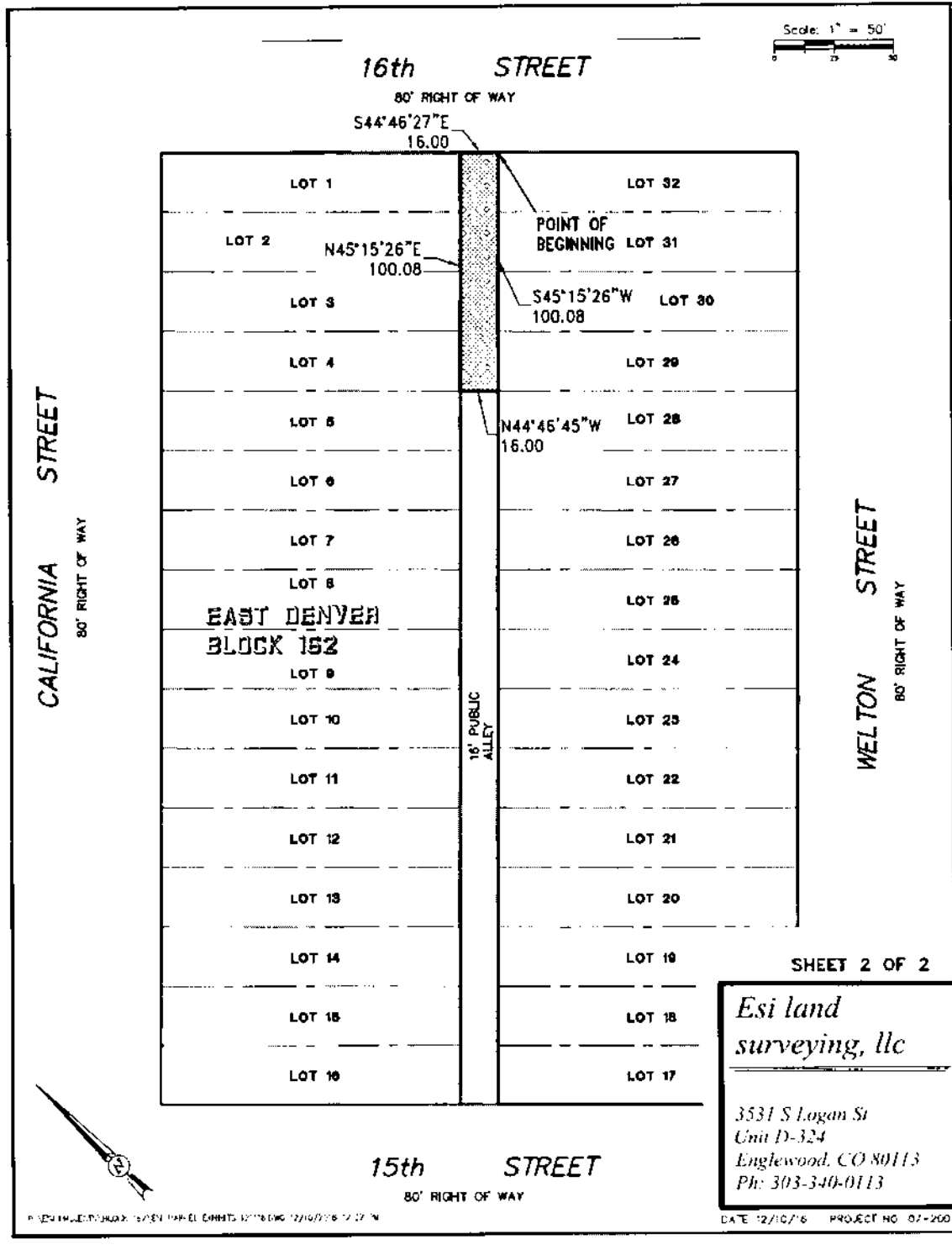
18 Pursuant to Section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of
19 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
20 ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to §
21 3.2.6 of the Charter.

22
23 Kristin M. Bronson, City Attorney for the City and County of Denver

24 BY: S. Eisen, Assistant City Attorney DATE: Dec 8, 2016



EXHIBIT 5
DEPICTION OF NEW ALLEY-WELTON



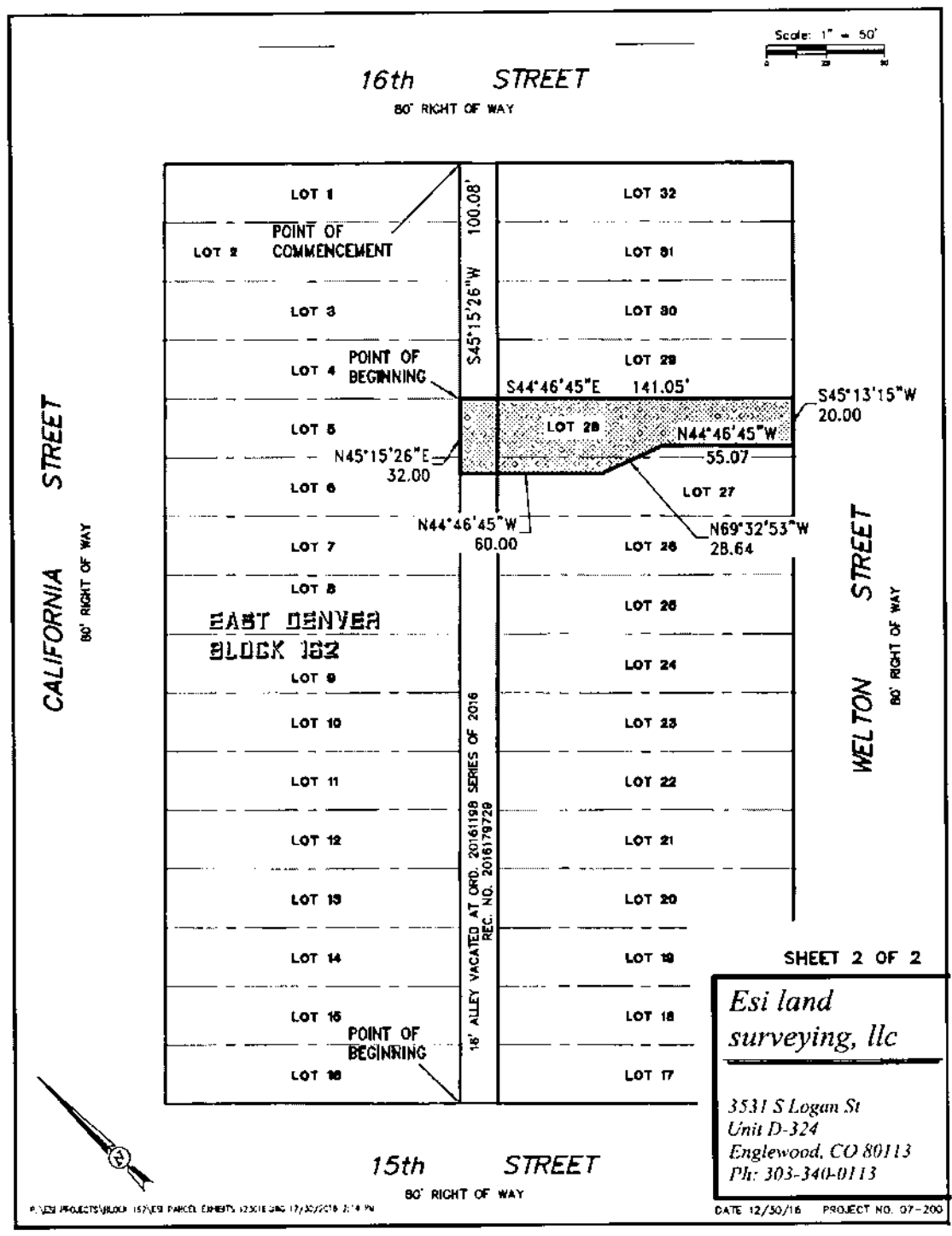


EXHIBIT 6
DESCRIPTION OF NEW ALLEY-WELTON

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 16.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1601 SQUARE FEET, 0.037 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\SET1 PROJECTS\BLOCK 102\019 - PARCEL EXHIBITS\12116.DWG 12/10/2016 12:37 PM

DATE 12/10/16 PROJECT NO. 07-200

A PARCEL OF LAND BEING A PORTION OF LOT 28, A PORTION OF LOT 27, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 EAST CORNER OF LOT 1 IN SAID BLOCK 162, THENCE S45°15'26"W, ALONG THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 5 IN SAID BLOCK 162; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 28 AND THE NORTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 141.05 FEET TO THE EAST CORNER OF SAID LOT 28; THENCE S45°13'15"W, ALONG THE SOUTHEAST LINE OF SAID LOT 28, A DISTANCE OF 20.00 FEET; THENCE N44°46'45"W A DISTANCE OF 55.07 FEET; THENCE N69°32'53"W A DISTANCE OF 28.64 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

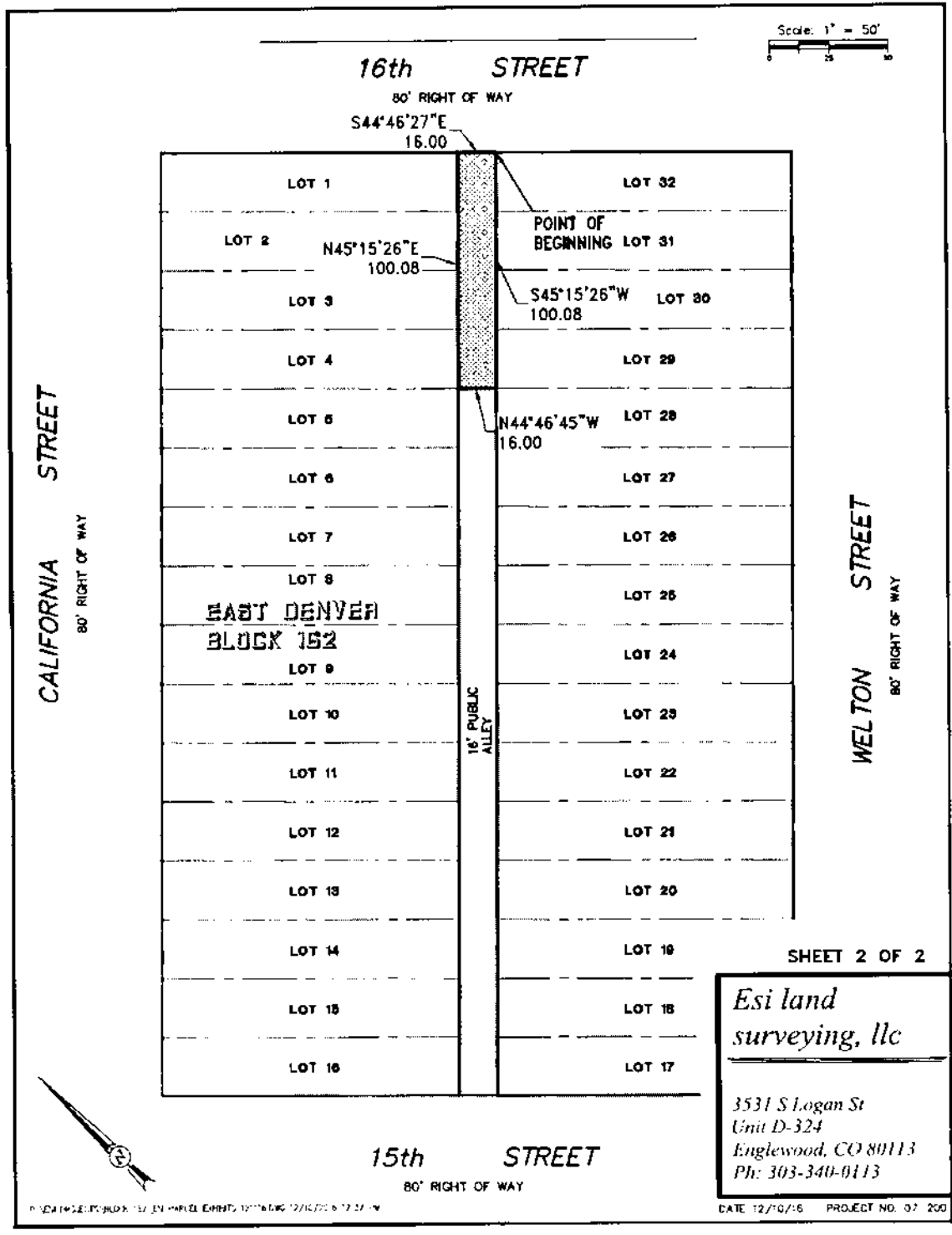
*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

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DATE 12/30/16 PROJECT NO. 07-200

EXHIBIT A
DEPICTION OF NEW ALLEY-CALIFORNIA



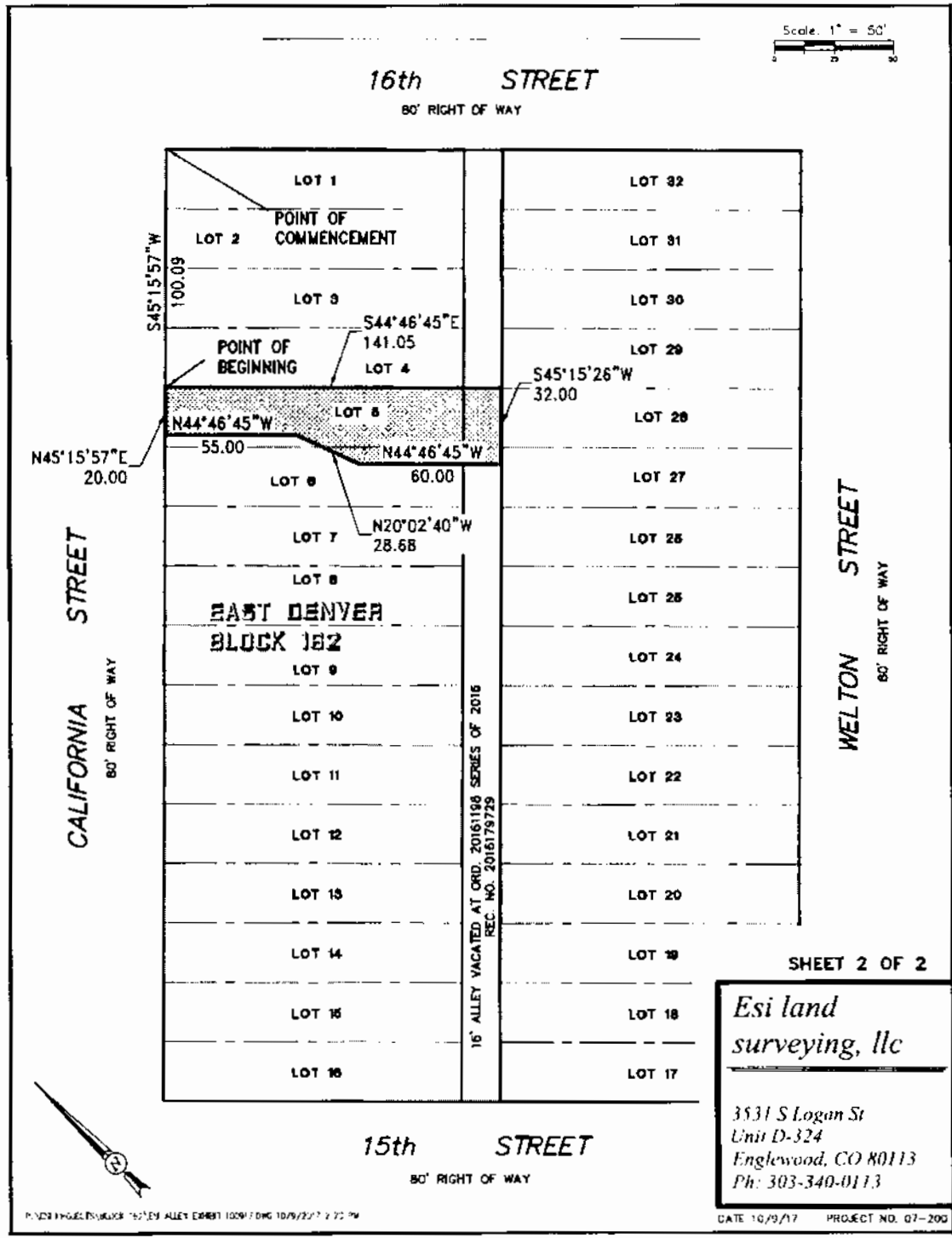


EXHIBIT B
DESCRIPTION OF NEW ALLEY-CALIFORNIA

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 18.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1601 SQUARE FEET, 0.037 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\NEW PROJECTS\BLOCK 162\NEW PARCEL EXHIBIT B.DWG 12/10/2016 12:01 PM

DATE 12/10/16 PROJECT NO 07-2003

A PARCEL OF LAND BEING A PORTION OF LOT 5, A PORTION OF LOT 6, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 NORTH CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S45°15'57"W, ALONG THE NORTHWEST LINE OF SAID BLOCK 162, A DISTANCE OF 100.09 FEET TO THE NORTH CORNER OF SAID LOT 5; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 5 AND THE SOUTHEASTERLY EXTENSION THEREOF, A DISTANCE OF 141.05 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY, A DISTANCE OF 32.00 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET; THENCE N20°02'40"W A DISTANCE OF 28.68 FEET; THENCE N44°46'45"W A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID LOT 5; THENCE N45°15'57"E, ALONG THE NORTHWEST LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\ESI PROJECTS\BLOCK 162\ESI ALLEY EXHIBIT 1057.DWG 10/9/2017 2:18 PM

DATE 10/09/17 PROJECT NO. 07-200

EXHIBIT C
NOTICE TO TDG COOK COMPANY, LTD.

Pursuant to the provisions of the October __, 2017 Declaration and Agreement of Reciprocal Covenants and Restrictions (the "Declaration") attached hereto between Ephraim, LLC ("Ephraim") and TDG Cook Company, Ltd. ("TDG"), Ephraim hereby gives notice to TDG of the completion of the establishment of the New Alley-California pursuant to the provisions of the Declaration as to the property depicted on Exhibit A hereto and as more fully described on Exhibit B hereto.

EPHRAIM, LLC, a Colorado limited liability company

By: _____
Evan Makovsky, Manager

Date: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

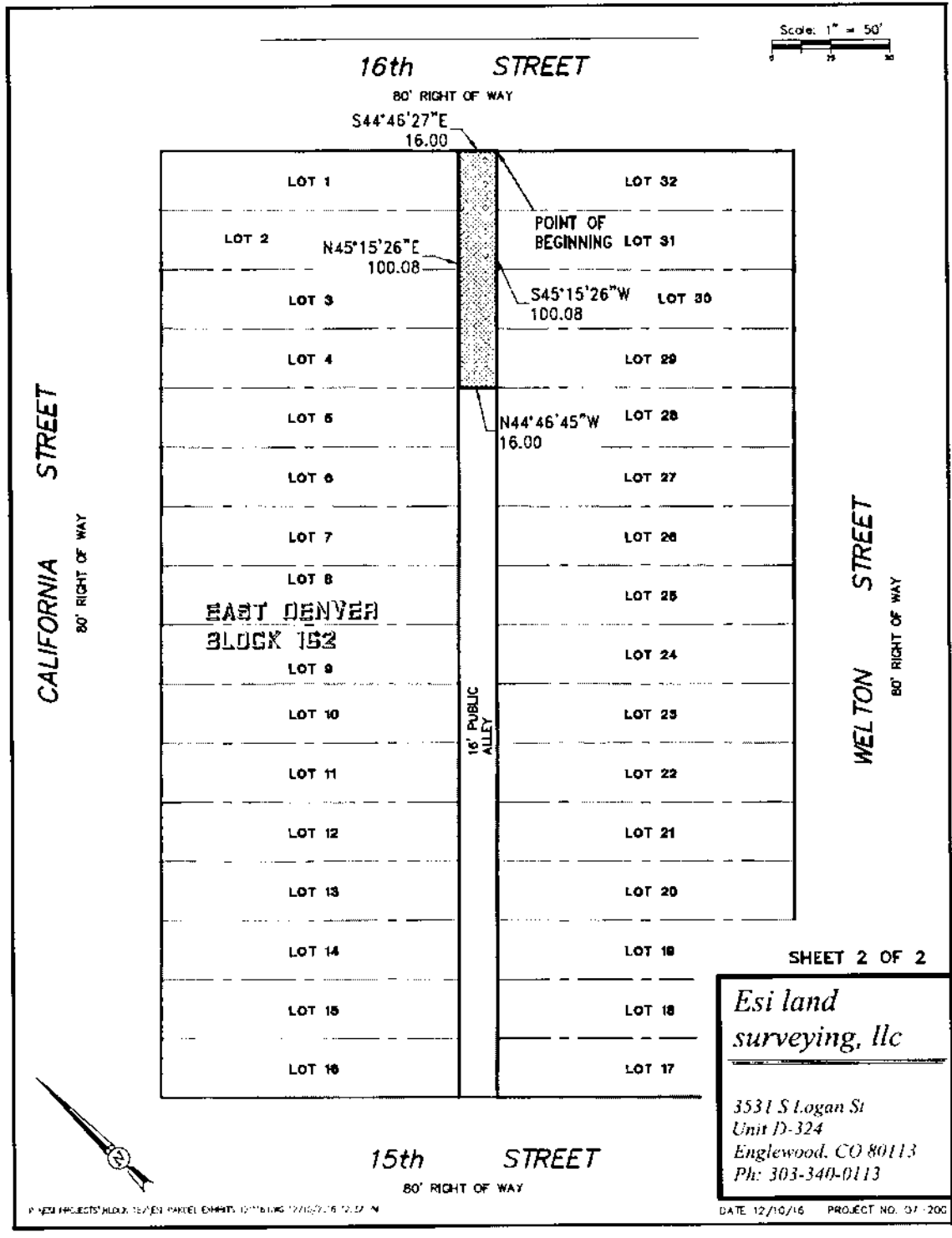
Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT 8
DEPICTION OF NEW ALLEY-CALIFORNIA



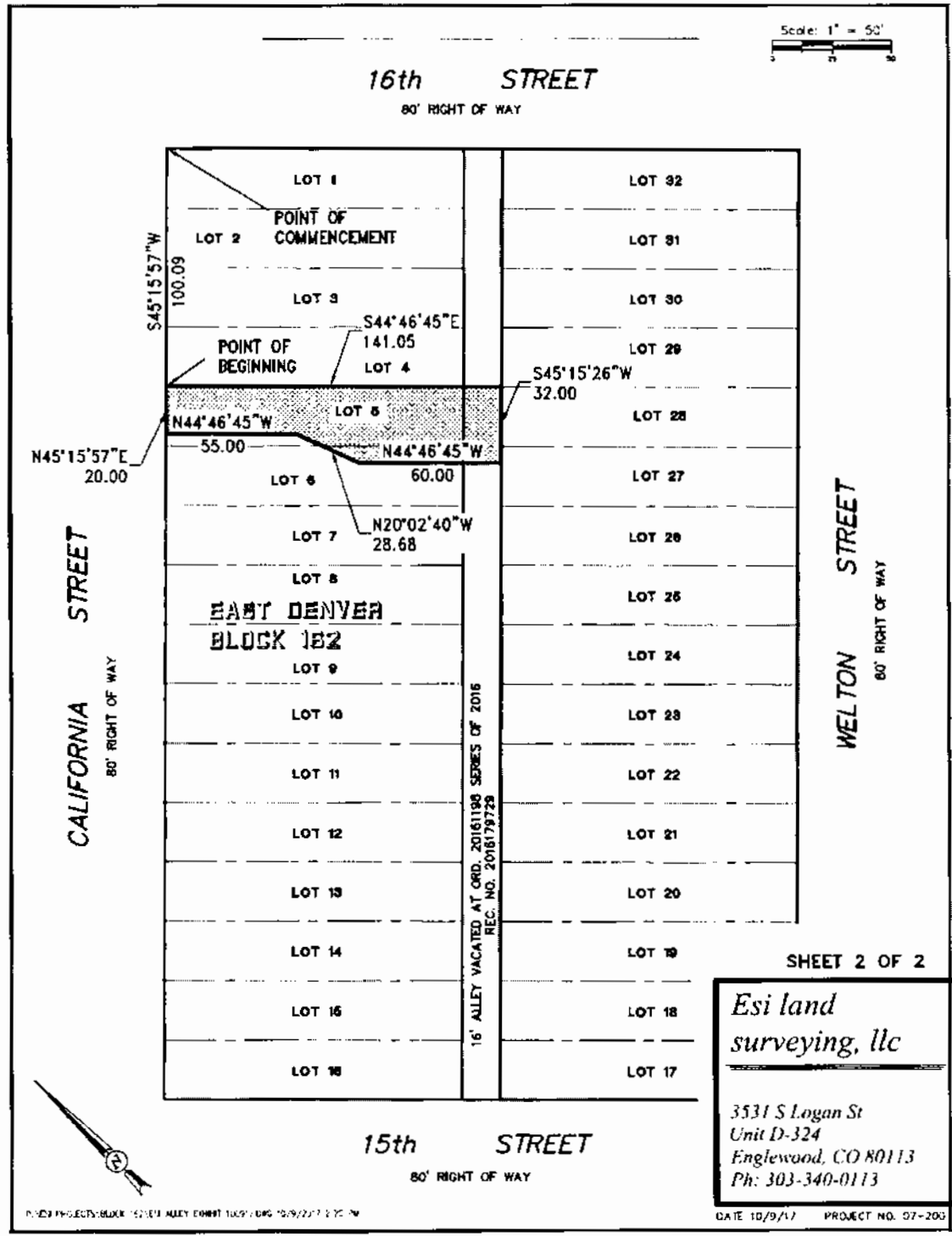


EXHIBIT 9
DESCRIPTION OF NEW ALLEY-CALIFORNIA

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 16.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1601 SQUARE FEET, 0.037 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

*3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113*

P:\JEA\PROJECTS\JULIEN 182\NEW PARCEL EXHIBITS 1\1116.DWG 12/19/2016 12:21 PM

DATE 12/19/16 PROJECT NO. 07-200

A PARCEL OF LAND BEING A PORTION OF LOT 5, A PORTION OF LOT 6, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 NORTH CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S45°15'57"W, ALONG THE NORTHWEST LINE OF SAID BLOCK 162, A DISTANCE OF 100.09 FEET TO THE NORTH CORNER OF SAID LOT 5; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 5 AND THE SOUTHEASTERLY EXTENSION THEREOF, A DISTANCE OF 141.05 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY, A DISTANCE OF 32.00 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET; THENCE N20°02'40"W A DISTANCE OF 28.68 FEET; THENCE N44°46'45"W A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID LOT 5; THENCE N45°15'57"E, ALONG THE NORTHWEST LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

PROJECT: BLOCK 162, NEW ALLEY, ERECT 1009, DING 10/9/2017 3:15 PM

DATE: 10/09/17 PROJECT NO: 03-200

EXHIBIT 10
DEPICTION OF NEW ALLEY-WELTON NEW PORTION

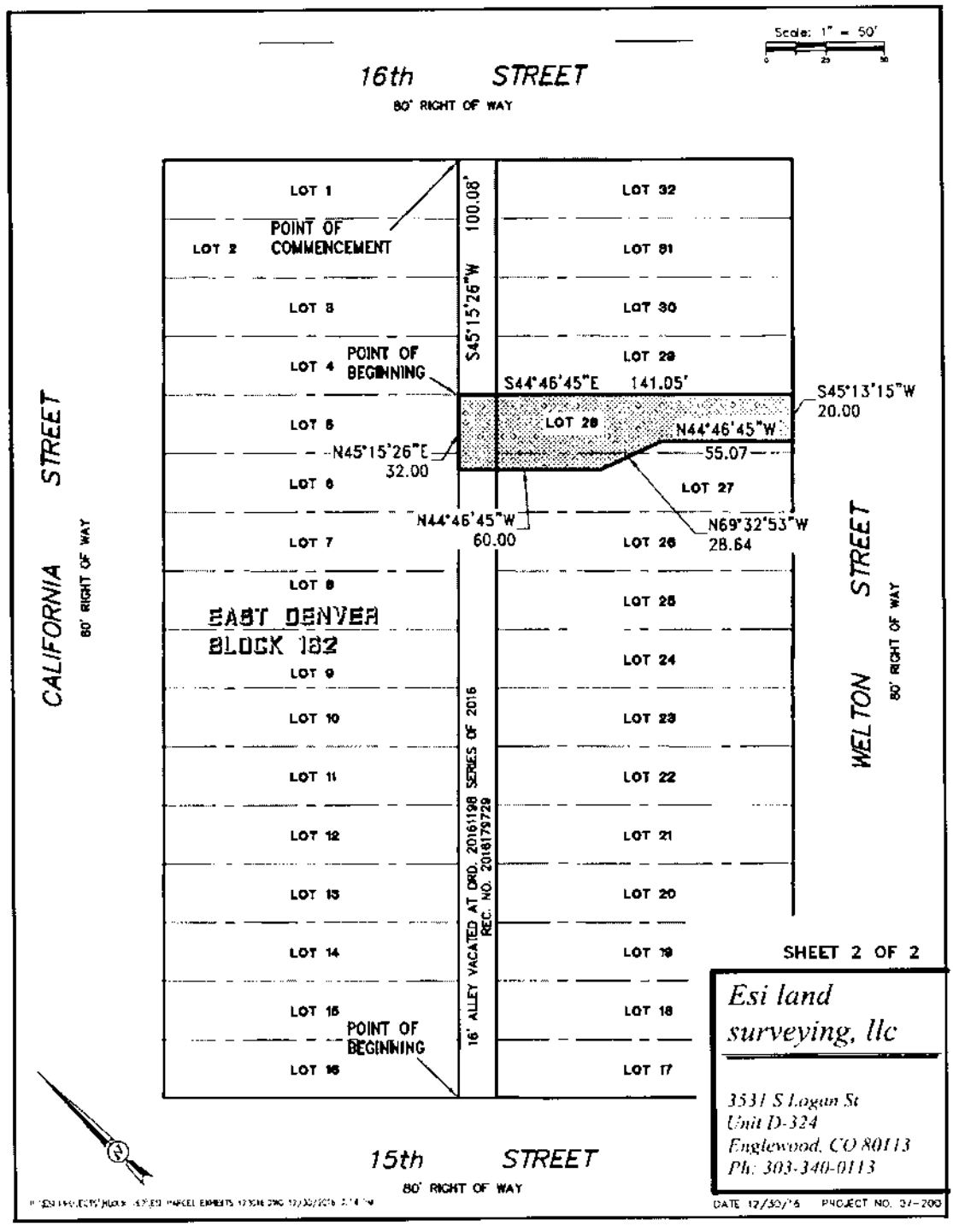


EXHIBIT 11
DESCRIPTION OF NEW ALLEY-WELTON NEW PORTION

A PARCEL OF LAND BEING A PORTION OF LOT 28, A PORTION OF LOT 27, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 5 IN SAID BLOCK 162; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 28 AND THE NORTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 141.05 FEET TO THE EAST CORNER OF SAID LOT 28; THENCE S45°13'15"W, ALONG THE SOUTHEAST LINE OF SAID LOT 28, A DISTANCE OF 20.00 FEET; THENCE N44°46'45"W A DISTANCE OF 55.07 FEET; THENCE N69°32'53"W A DISTANCE OF 28.64 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\GIS PROJECTS\BLOCK 162\28 PARCEL EXHIBIT 11\2016.DWG 12/30/2016 2:13 -W

DATE 12/30/16 PROJECT NO. 07-200

EXHIBIT 12
DEDICATION DEEDS FOR NEW ALLEY-WELTON

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 201__, by Ephraim, LLC, a Colorado limited liability company, whose address is 1400 Glenarm Pl., Suite 100, Denver, CO 80202 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

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

EPHRAIM, LLC, a Colorado limited liability company

By: _____
Evan Makovsky, Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____ 201__
by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE S45°15'26"W, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE SOUTHEAST LINE OF LOTS 1 THROUGH 4, INCLUSIVE, IN SAID BLOCK 162, A DISTANCE OF 100.08 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

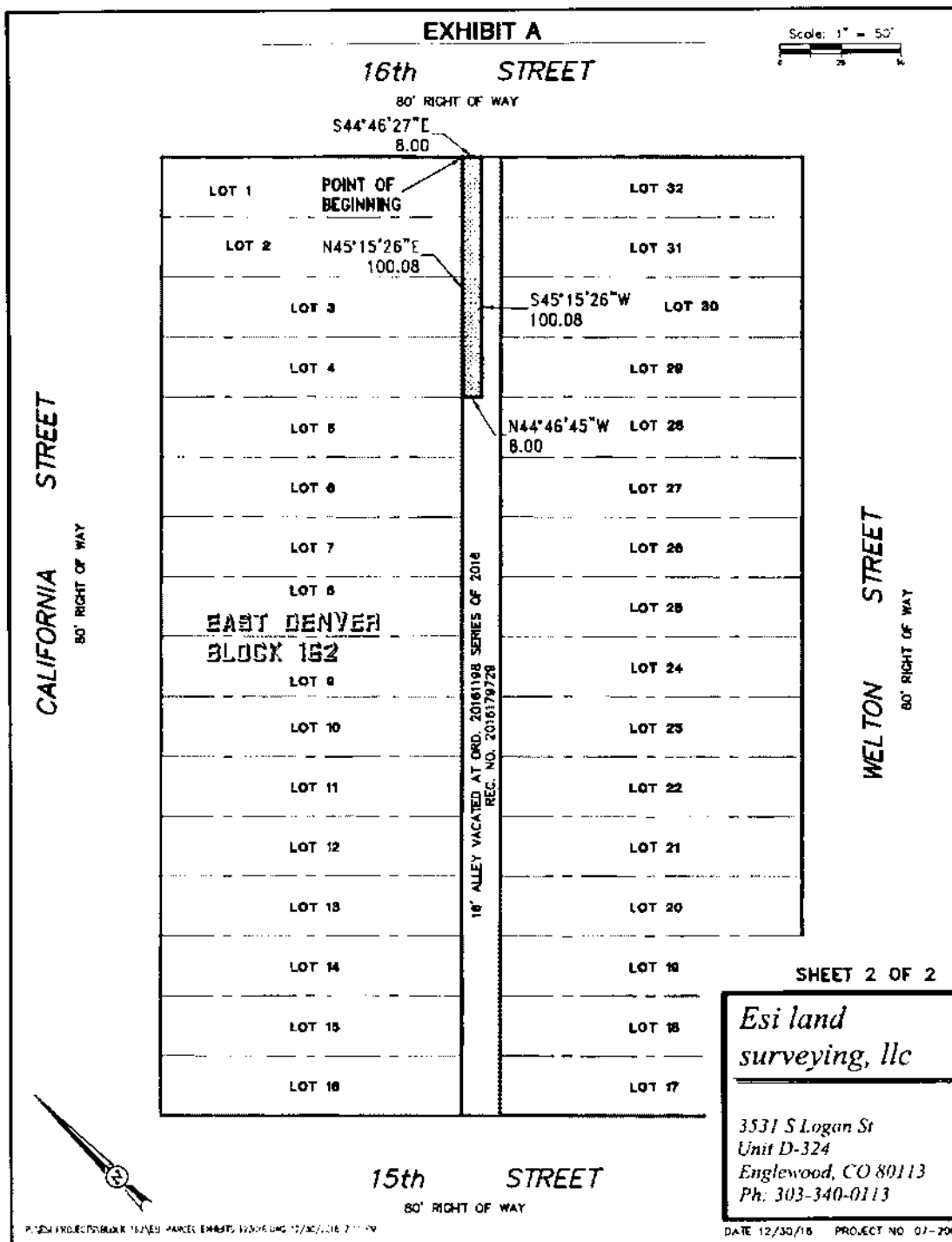
SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

PRINTED PROJECT: BLOCK 162/16 PARCEL 162/16/162 12/30/16 2:10 PM

DATE 12/30/16 PROJECT NO. 07-200



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

**SPECIAL WARRANTY DEED
(PARTIAL DEDICATION)**

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 201____, by Ephraim, LLC, a Colorado limited liability company, whose address is 1400 Glenarm Pl., Suite 100, Denver, CO 80202 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by Grantor situate, lying and being in the City and County of Denver, State of Colorado, and being more particularly described as the real property from an elevation that is four (4) feet below the bottom surface of the pavement as it exists from time to time up to an elevation that is twenty three (23) feet above the top surface of the pavement as it exists from time to time of the property 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

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

EPHRAIM, LLC, a Colorado limited liability company

By: _____
Evan Makovsky, Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____ 201__
by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF LOT 28, A PORTION OF LOT 27, AND A PORTION OF THE 15 FOOT WIDE ALLEY LOCATED IN BLOCK 152, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 5 IN SAID BLOCK 162; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 28 AND THE NORTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 141.05 FEET TO THE EAST CORNER OF SAID LOT 28; THENCE S45°13'15"W, ALONG THE SOUTHEAST LINE OF SAID LOT 28, A DISTANCE OF 20.00 FEET; THENCE N44°46'45"W A DISTANCE OF 55.07 FEET; THENCE N69°32'53"W A DISTANCE OF 28.64 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

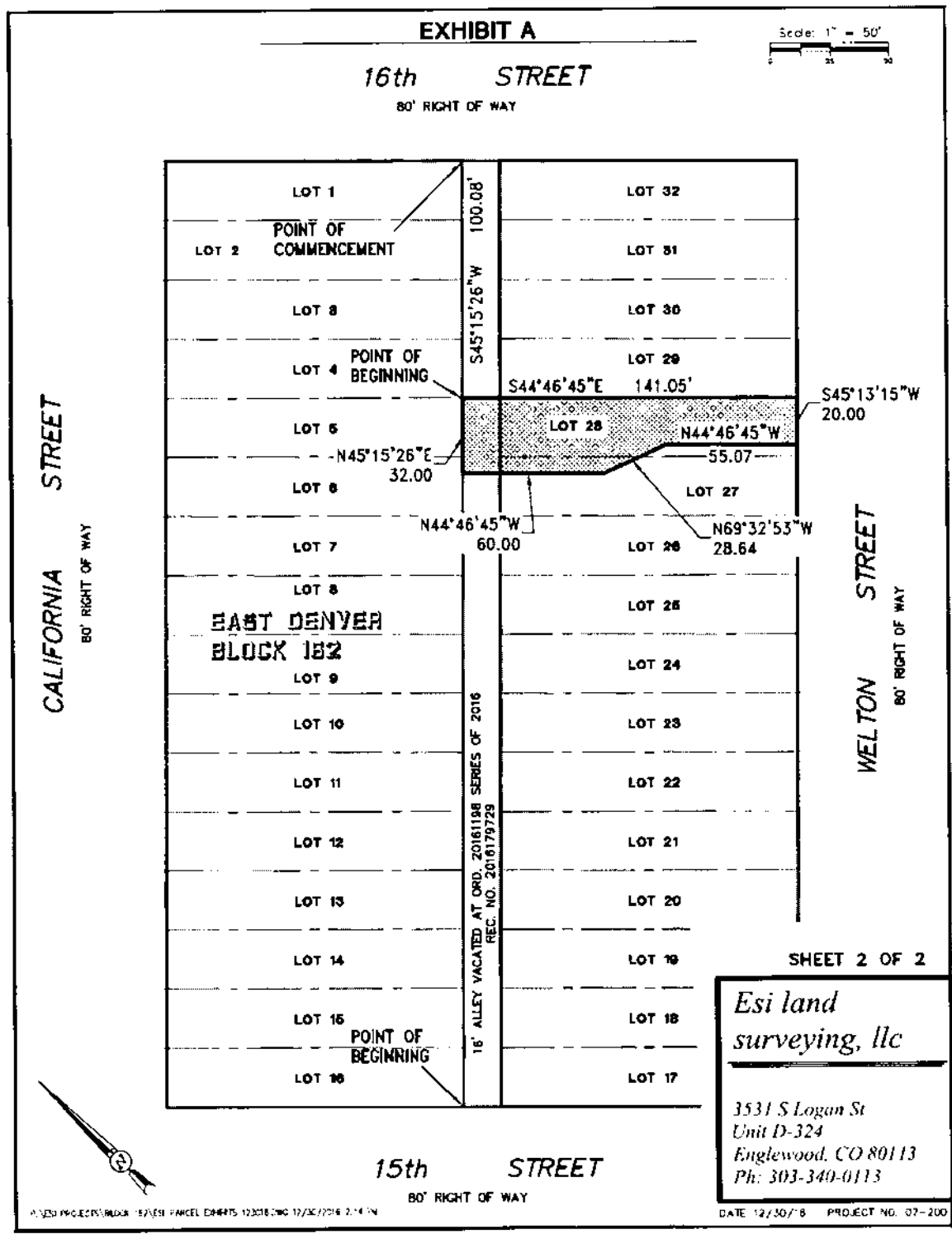
SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

PUBLISHED BY THE U.S. GOVERNMENT PRINTING OFFICE: 1970

DATE 12/30/78 PROJECT NO. 07-200



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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 201__, by TDG Cook Company, Ltd., a Colorado limited liability limited partnership, whose address is P.O. Box 9392, Denver, CO 80209 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

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

TDG COOK COMPANY, LTD., a Colorado
limited liability limited partnership

By: _____
Gary R. Cook, General Partner

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

The foregoing instrument was acknowledged before me this ____ day of _____ 201__
by Gary R. Cook as General Partner of TDG Cook Company, Ltd., a Colorado limited liability limited
partnership.

Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE N45°15'26"E, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET; THENCE S44°46'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

*3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113*

P:\2017 PROJECTS\BURN 167\29 PARCEL EXHIBIT 173218.DWG 12/30/2016 2:11 PM

DATE 12/30/16 PROJECT NO. 07-200

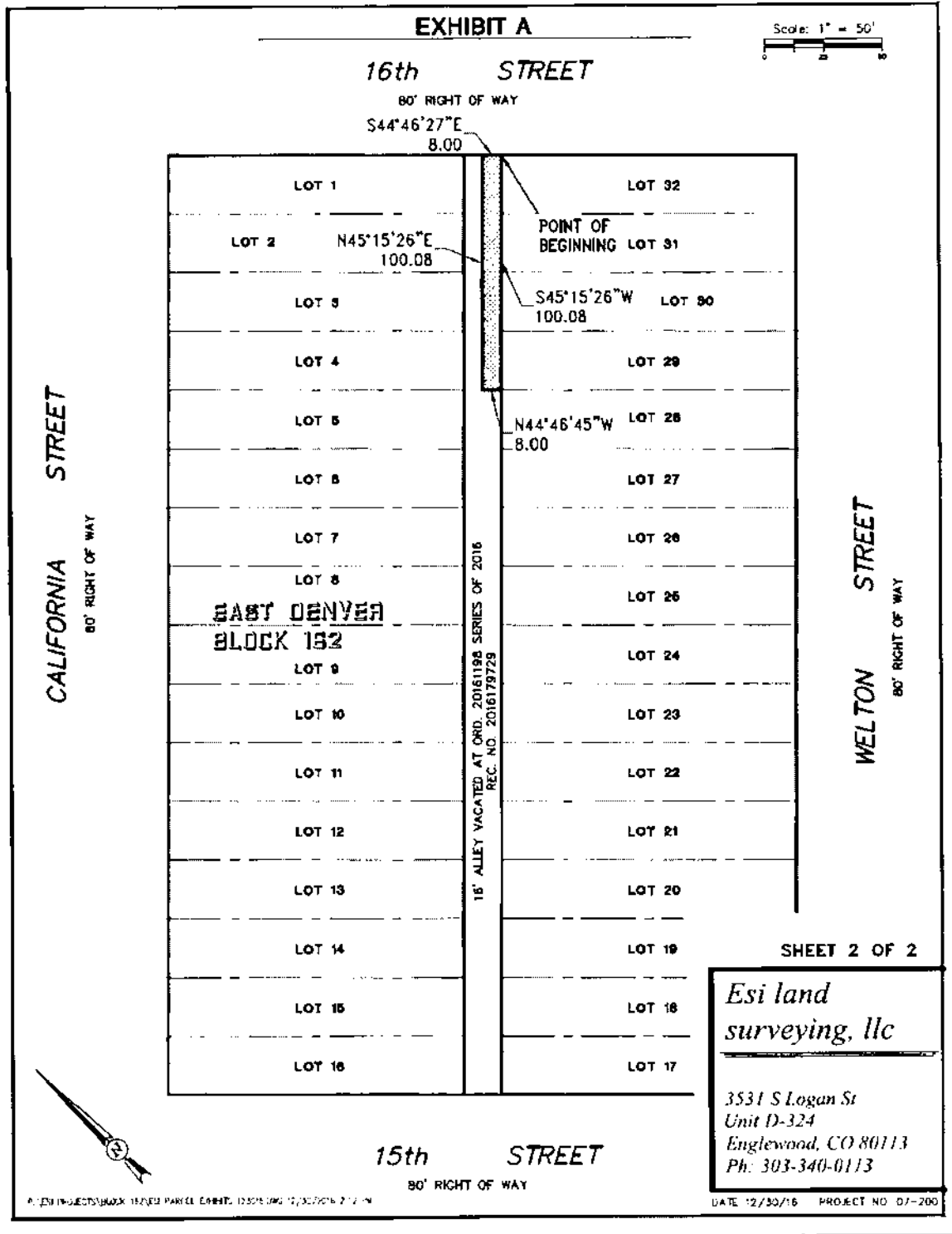


EXHIBIT 13
DEPICTION OF NEW ALLEY-CALIFORNIA NEW PORTION

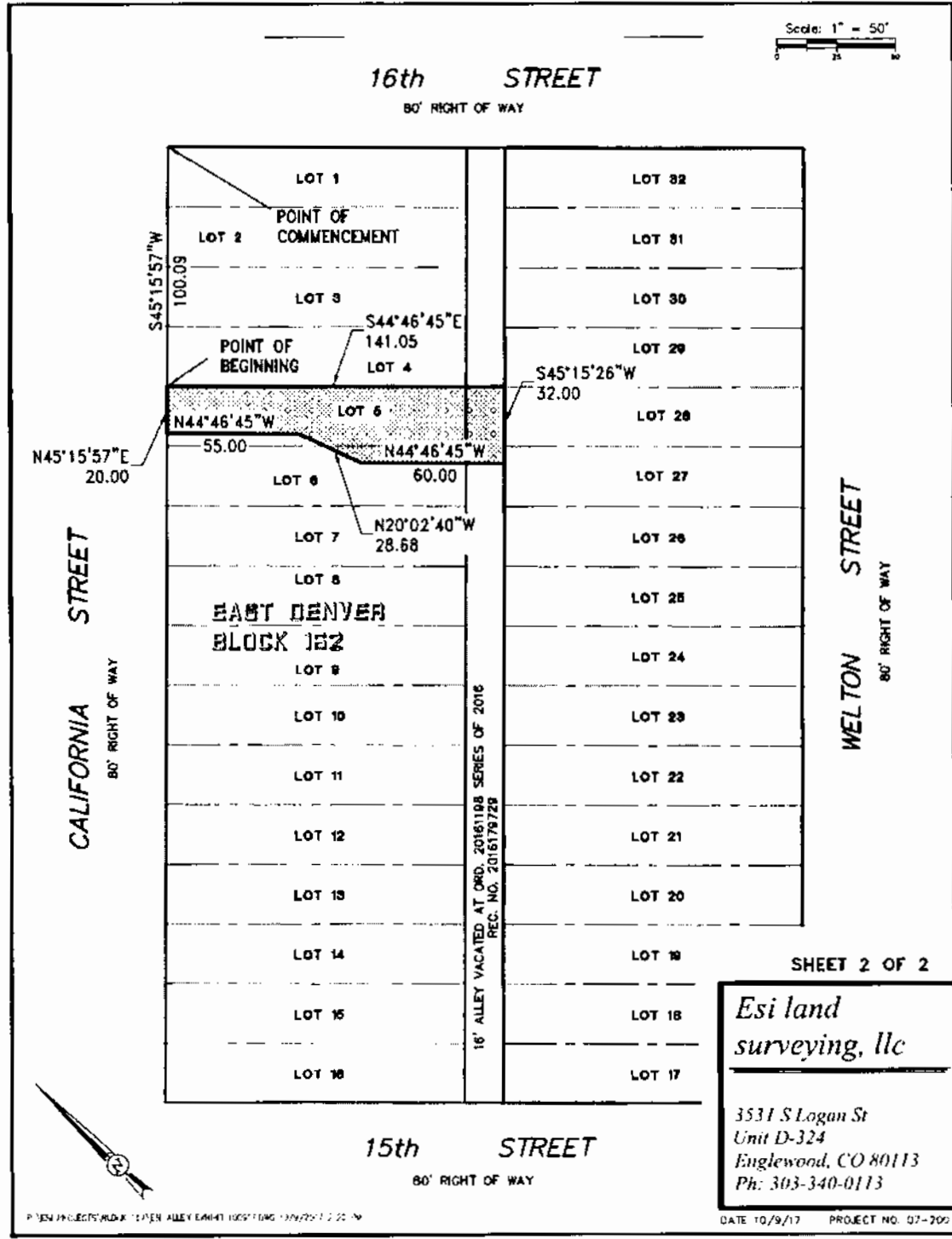


EXHIBIT 14
DESCRIPTION OF NEW ALLEY-CALIFORNIA NEW PORTION

A PARCEL OF LAND BEING A PORTION OF LOT 5, A PORTION OF LOT 6, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 NORTH CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S45°15'57"W, ALONG THE NORTHWEST LINE OF SAID BLOCK 162, A DISTANCE OF 100.09 FEET TO THE NORTH CORNER OF SAID LOT 5; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 5 AND THE SOUTHEASTERLY EXTENSION THEREOF, A DISTANCE OF 141.05 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY, A DISTANCE OF 32.00 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET; THENCE N20°02'40"W A DISTANCE OF 28.68 FEET; THENCE N44°46'45"W A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID LOT 5; THENCE N45°15'57"E, ALONG THE NORTHWEST LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS J0830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

PROJECT: CALIFORNIA NEW PORTION ALLEY EBNR40130912 DWG: 16/09/2017 1:15 PM

DATE: 10/09/17 PROJECT NO: 07-208

EXHIBIT 15
FORM OF DEDICATION DEEDS FOR NEW ALLEY-CALIFORNIA

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 201__, by Ephraim, LLC, a Colorado limited liability company, whose address is 1400 Glenarm Pl., Suite 100, Denver, CO 80202 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

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

EPHRAIM, LLC, a Colorado limited liability company

By: _____
Evan Makovsky, Manager

STATE OF COLORADO :
 } ss.
CITY AND COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this ____ day of _____ 201__
by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE S45°15'26"W, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE SOUTHEAST LINE OF LOTS 1 THROUGH 4, INCLUSIVE, IN SAID BLOCK 162, A DISTANCE OF 100.08 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

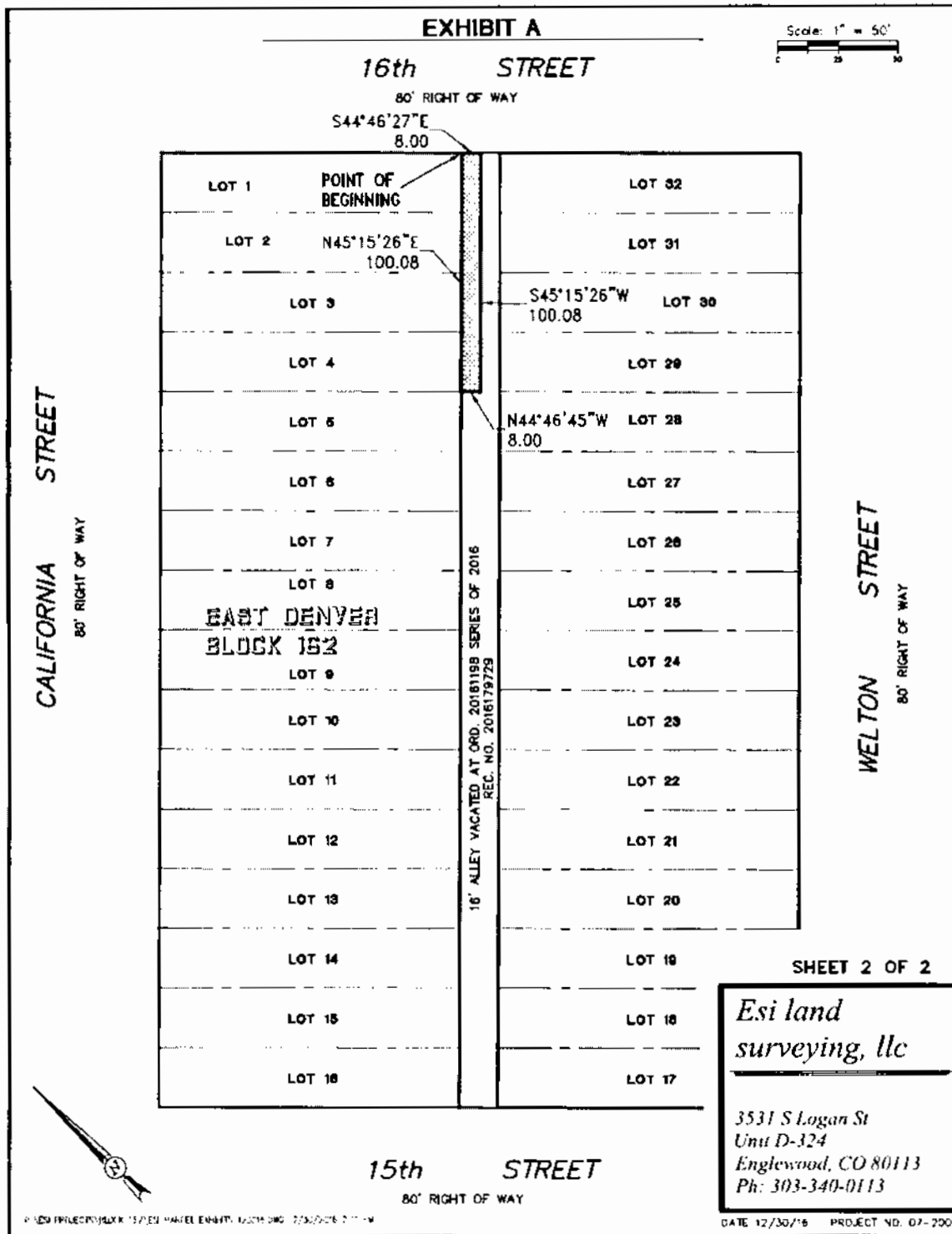
SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\NEW PROJECTS\JULIEN\1625251 - PARKER ELEMENTS 122016.DWG 12/30/2016 2:12 PM

DATE: 12/30/16 PROJECT NO.: 01-200



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

**SPECIAL WARRANTY DEED
(PARTIAL DEDICATION)**

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 201__, by Ephraim, LLC, a Colorado limited liability company, whose address is 1400 Glenarm Pl., Suite 100, Denver, CO 80202 ("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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by Grantor situate, lying and being in the City and County of Denver, State of Colorado, and being more particularly described as the real property from an elevation that is four (4) feet below the bottom surface of the pavement as it exists from time to time up to an elevation that is twenty three (23) feet above the top surface of the pavement as it exists from time to time of the property 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

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

EPHRAIM, LLC, a Colorado limited liability
company

By: _____
Evan Makovsky, Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____ 201__
by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF LOT 5, A PORTION OF LOT 6, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 NORTH CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S45°15'57"W, ALONG THE NORTHWEST LINE OF SAID BLOCK 162, A DISTANCE OF 100.09 FEET TO THE NORTH CORNER OF SAID LOT 5; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 5 AND THE SOUTHEASTERLY EXTENSION THEREOF, A DISTANCE OF 141.05 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY, A DISTANCE OF 32.00 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET; THENCE N20°02'40"W A DISTANCE OF 28.68 FEET; THENCE N44°46'45"W A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID LOT 5; THENCE N45°15'57"E, ALONG THE NORTHWEST LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

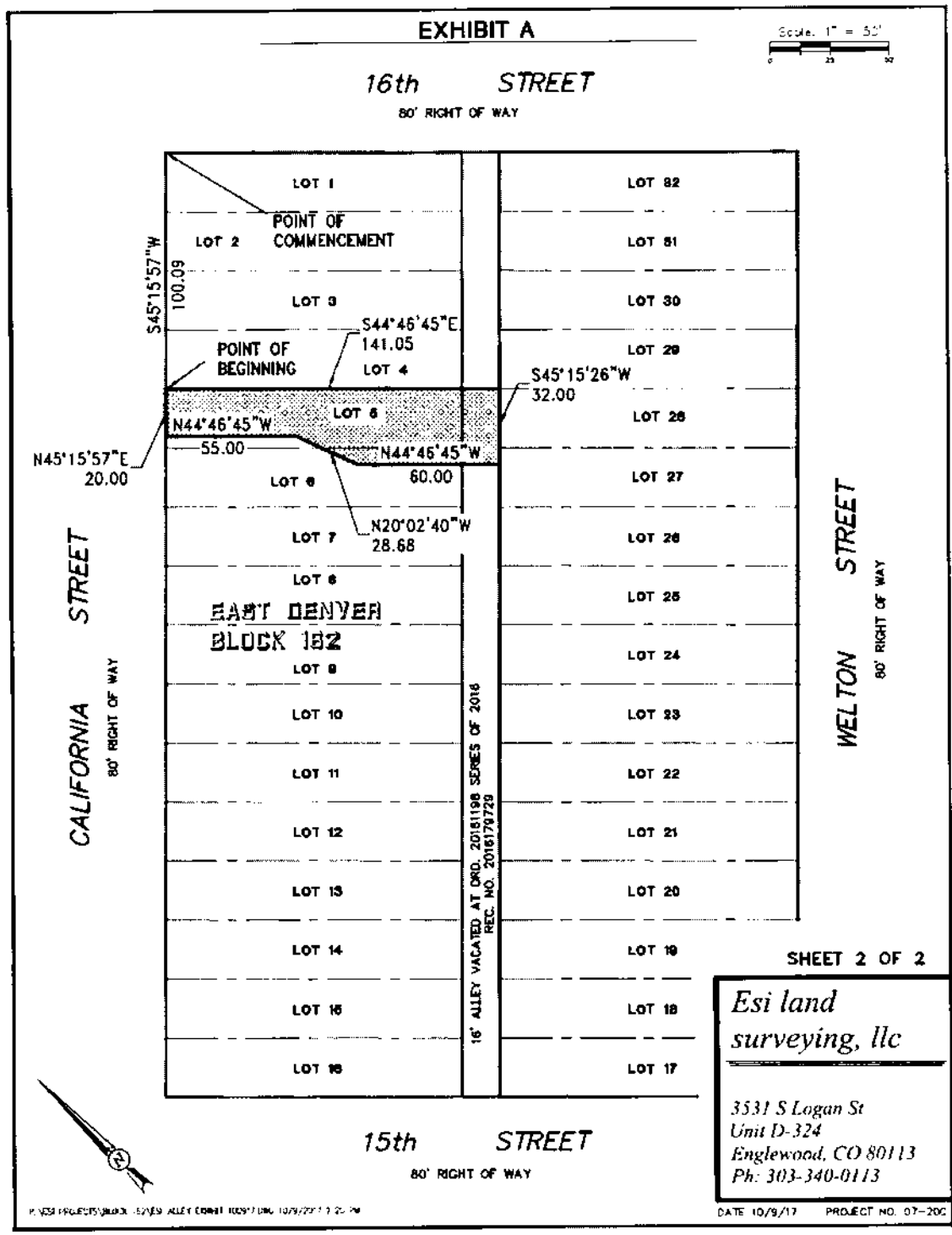
SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\NEW PROJECTS\BLOCK 162\ESL ALLEY EXHIBIT 1\03971198 10/9/2017 2:15 PM

DATE: 10/09/17 PROJECT NO. 07-200



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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (“Deed”), made as of this ____ day of _____, 201__, by TDG Cook Company, Ltd., a Colorado limited liability limited partnership, whose address is P.O. Box 9392, Denver, CO 80209 (“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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by 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 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 Grantee, and its successors and assigns forever. 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 Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor.

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

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

TDG COOK COMPANY, LTD., a Colorado
limited liability limited partnership

By: Gary R. Cook, General Partner

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

The foregoing instrument was acknowledged before me this _____ day of _____ 201____
by Gary R. Cook as General Partner of TDG Cook Company, Ltd., a Colorado limited liability limited
partnership.

Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID VACATED 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY; THENCE N45°15'26"E, ALONG THE CENTERLINE OF SAID VACATED 16 FOOT WIDE ALLEY, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET; THENCE S44°46'27"E, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF 16TH STREET, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 801 SQUARE FEET, 0.0184 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

*3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113*

PLS20 PROJECT NUMBER: 167251 PARCEL EXPORTS 15/NOV/2016 12:30:00 PM 2.11 PM

DATE: 12/30/16 PROJECT NO. 07-200

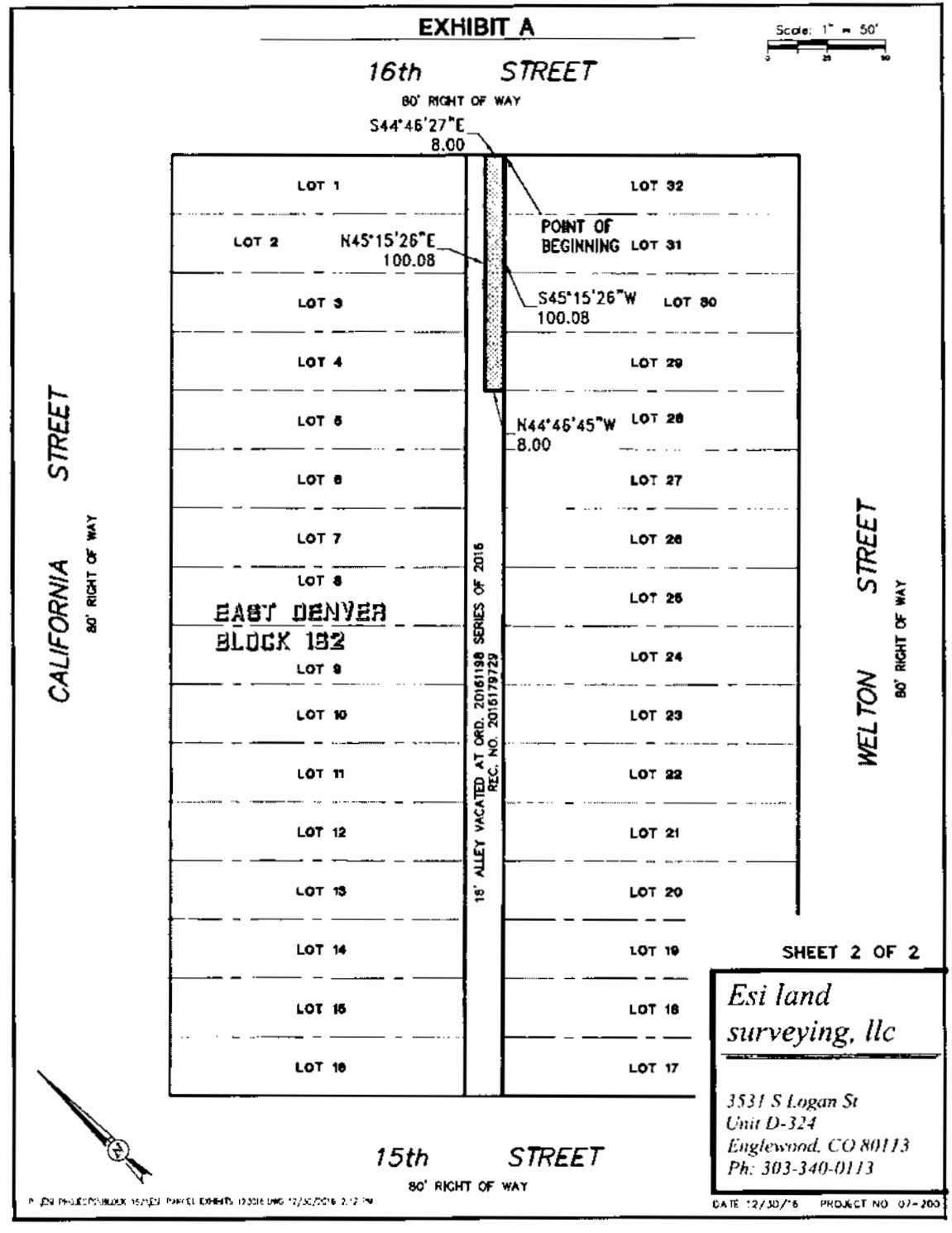


EXHIBIT 16
FORM OF NOTICE TO TDG COOK COMPANY, LTD.

NOTICE TO TDG COOK COMPANY, LTD.

Pursuant to the provisions of the October __, 2017 Declaration and Agreement of Reciprocal Covenants and Restrictions (the “Declaration”) attached hereto between Ephraim, LLC (“Ephraim”) and TDG Cook Company, Ltd. (“TDG”), Ephraim hereby gives notice to TDG of the completion of the establishment of the New Alley-California pursuant to the provisions of the Declaration as to the property depicted on Exhibit A hereto and as more fully described on Exhibit B hereto.

EPHRAIM, LLC, a Colorado limited liability company

By: Evan Makovsky, Manager

Date: _____

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

20 The foregoing instrument was acknowledged before me this ____ day of _____,
by Evan Makovsky as Manager of Ephraim, LLC, a Colorado limited liability company.

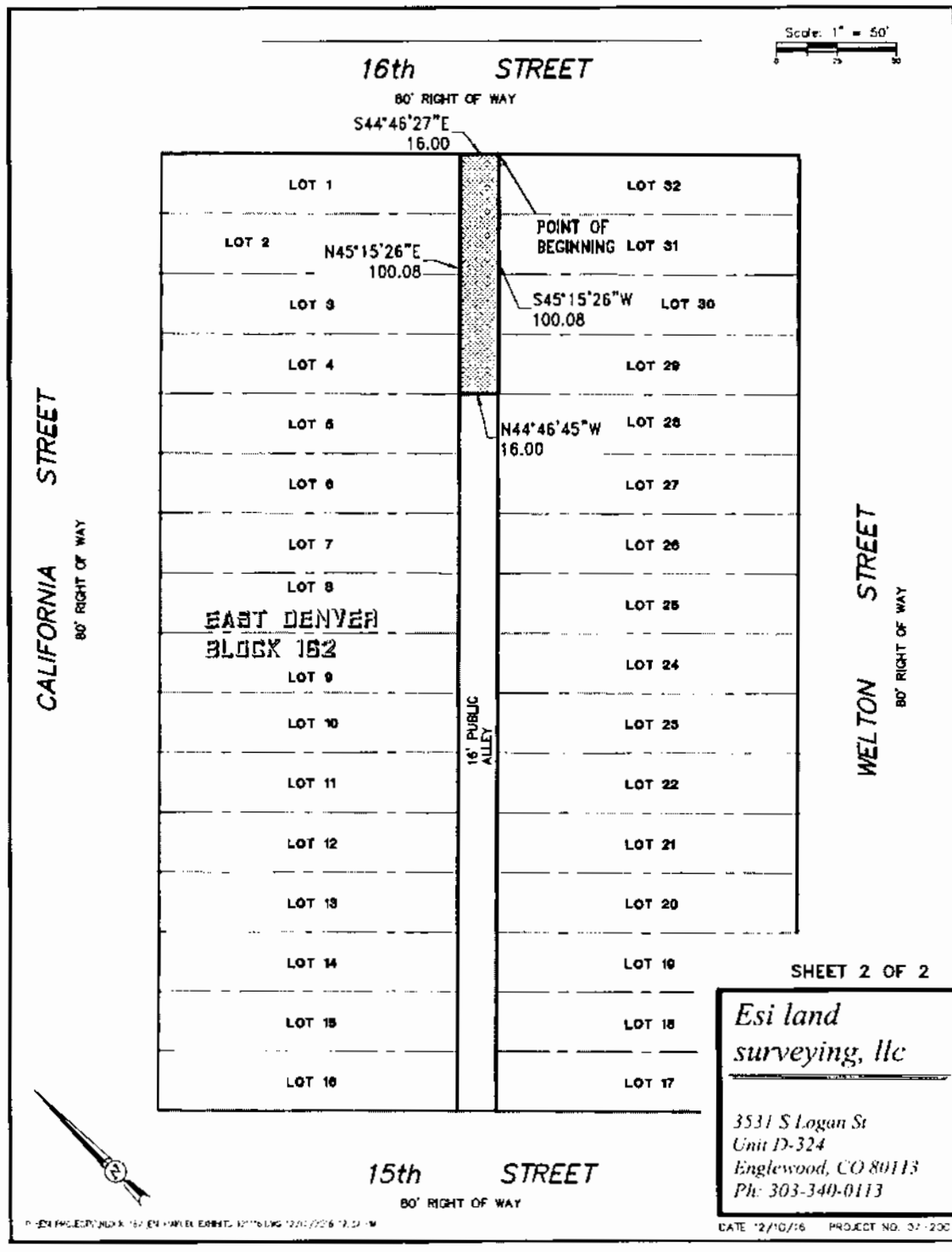
Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

My commission expires: _____

EXHIBIT A
DEPICTION OF NEW ALLEY-CALIFORNIA



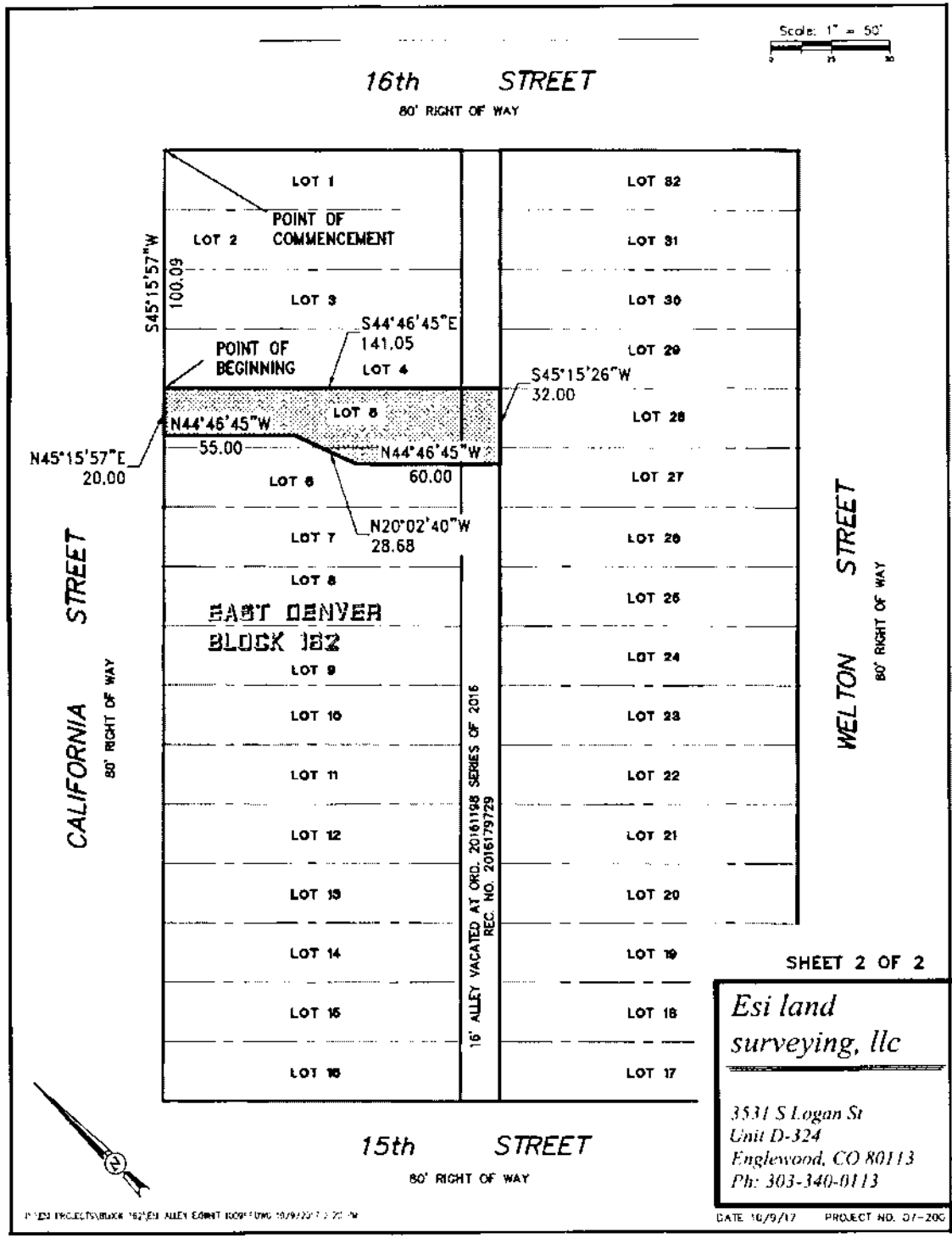


EXHIBIT B
DESCRIPTION OF NEW ALLEY-CALIFORNIA

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF LOT 32 IN SAID BLOCK 162; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE WEST CORNER OF LOT 29 IN SAID BLOCK 162; THENCE N44°46'45"W A DISTANCE OF 16.00 FEET TO THE SOUTH CORNER OF LOT 4 IN SAID BLOCK 162; THENCE N45°15'26"E, ALONG THE NORTHWEST LINE OF THE 16 FOOT ALLEY, A DISTANCE OF 100.08 FEET TO THE EAST CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S44°46'27"E A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1601 SQUARE FEET, 0.037 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

\\SEM\PROJECTS\WORK\157551 PARCEL EXHIBITS\157551.DWG 12/10/16 10:12:11 AM

DATE 12/10/16 PROJECT NO. 01-200

A PARCEL OF LAND BEING A PORTION OF LOT 5, A PORTION OF LOT 6, AND A PORTION OF THE 16 FOOT WIDE ALLEY LOCATED IN BLOCK 162, EAST DENVER, AS VACATED AT CITY AND COUNTY OF DENVER ORDINANCE 20161198, SERIES OF 2016, AS FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2016179729; SAID PARCEL BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 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 NORTH CORNER OF LOT 1 IN SAID BLOCK 162; THENCE S45°15'57"W, ALONG THE NORTHWEST LINE OF SAID BLOCK 162, A DISTANCE OF 100.09 FEET TO THE NORTH CORNER OF SAID LOT 5; SAID POINT BEING THE POINT OF BEGINNING; THENCE S44°46'45"E, ALONG THE NORTHEAST LINE OF SAID LOT 5 AND THE SOUTHEASTERLY EXTENSION THEREOF, A DISTANCE OF 141.05 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY; THENCE S45°15'26"W, ALONG THE SOUTHEAST LINE OF SAID 16 FOOT WIDE VACATED ALLEY, A DISTANCE OF 32.00 FEET; THENCE N44°46'45"W A DISTANCE OF 60.00 FEET; THENCE N20°02'40"W A DISTANCE OF 28.68 FEET; THENCE N44°46'45"W A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID LOT 5; THENCE N45°15'57"E, ALONG THE NORTHWEST LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3697 SQUARE FEET, 0.085 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF Esi land surveying, llc
3531 S. Logan Street, Unit D-324
Englewood, CO 80113

SHEET 1 OF 2

*Esi land
surveying, llc*

3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113



08/27/2024 11:37 AM
City & County of Denver
Electronically Recorded

R \$58.00

DOT

D \$0.00

Return to: FirstBank, P.O. Box 151515,
Lakewood, CO 80215

Space Above This Line For Recording Data

DEED OF TRUST

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is August 21, 2024. The parties and their addresses are:

GRANTOR:

EPHRAIM, LLC
A Colorado Limited Liability Company
1400 GLENARM PL RM 201
DENVER, CO 80202

TRUSTEE:

PUBLIC TRUSTEE OF DENVER COUNTY, COLORADO

LENDER:

FIRSTBANK
Organized and existing under the laws of Colorado
12345 West Colfax Avenue
Lakewood, CO 80215



1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, convey and sell to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 162, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO

LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY AND COUNTY OF DENVER IN DEEDS RECORDED APRIL 17, 2018 UNDER RECEPTION NO. 2018044794 AND RERECORDED APRIL 30, 2018 UNDER RECEPTION NO. 2018050345

The property is located in the City and County of Denver at 622 16th Street, Denver, Colorado 80202. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. SECURED DEBTS. The term "Secured Debt" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 9957167, dated August 21, 2024, from Grantor to Lender, with a loan amount of \$3,711,252.11, with an initial interest rate of 8.500 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on August 15, 2026.

B. All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. LIMITATIONS ON CROSS-COLLATERALIZATION. The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

5. PAYMENTS. Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

6. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Grantor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. TRANSFER OF AN INTEREST IN THE GRANTOR. If Grantor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Grantor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. WARRANTIES AND REPRESENTATIONS. Grantor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Grantor is duly organized, and validly existing and in good standing in all jurisdictions in which Grantor operates. Grantor has the power and authority to enter into this transaction and to carry on Grantor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Grantor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Grantor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Grantor is a party or to which Grantor is or any of Grantor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Grantor has not changed Grantor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve Grantor's existing name, trade names and franchises.

12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Grantor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

13. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Grantor irrevocably assigns, grants, conveys to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. Unless otherwise prohibited or prescribed by state law, Grantor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Grantor agrees that actual possession of the Property is deemed to occur when Lender notifies Grantor of Grantor's default and demands that Grantor and Grantor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives Grantor the notice of default, Grantor agrees that either Lender or Grantor may immediately notify the tenants and demand that all future Rents be paid directly to Lender. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. DEFAULT. Grantor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Grantor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Grantor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Grantor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Grantor is in default on any other debt or agreement Grantor has with Lender.

G. Misrepresentation. Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Grantor fails to satisfy or appeal any judgment against Grantor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Grantor transfers all or a substantial part of Grantor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Grantor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Grantor's financial condition from the conditions set forth in Grantor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

16. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property or foreclose on installments without acceleration. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of Grantor's default or anytime thereafter.

If there is an occurrence of an Event of Default, Trustee will, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash. Trustee will give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon the sale of the Property, to the extent not prohibited by law, and at such time purchaser is legally entitled to it, Trustee shall make and deliver a deed to the Property sold which conveys title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all monies advanced for repairs, taxes, insurance liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to persons legally entitled to it. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By

not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Grantor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, reasonable attorneys' fees after default and referral to an attorney who is not a salaried employee of Lender, court costs, and other collection costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Grantor.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. INSURANCE. Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Grantor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the

rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

21. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

22. WAIVERS. Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.

23. USE OF PROPERTY. "Grantor agrees not to (a) use any portion of the Property for any activity related to marijuana, including but not limited to cultivation, growth, storage manufacturing, or distribution facilities or recreational or medical marijuana operations (collectively, the "Prohibited Uses"); (b) permit any lease, sublease, license or other agreement relating to the Prohibited Uses on or in any portion of the Property; and (c) make any payments of the obligations from any funds derived from any activity related to the Prohibited Uses. Grantor acknowledges it will add to all of its leases of the Property a provision prohibiting the Prohibited Uses. Notwithstanding any provision to the contrary in this Deed of Trust or any document, instrument or writing relating to the Deed of Trust or obligations of Grantor to Lender (collectively, the "Loan Documents"), no direct or indirect disclosure by Grantor to Lender or any person affiliated with Lender, and no knowledge of the Lender or any person affiliated with Lender, of the existence Prohibited Use on, in, about the Property shall estop Lender or waive any right of Lender to invoke any remedy under the Loan Documents for violation of any provision hereof. The foregoing will apply notwithstanding the receipt or execution of an Estoppel Certificate or a Subordination, Non-Disturbance or Attornment Agreement or other document from or with any tenant of Grantor engaged in such Prohibited Use. A violation of this paragraph shall be an event of default hereunder entitling Lender to all of its rights and remedies hereunder.

24. OTHER TERMS. The following are applicable to this Security Instrument:

A. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.

B. Additional Terms. ESCROW FOR TAXES AND INSURANCE

In the event Lender does not require the payment of taxes and insurance as provided in this agreement, at the time of execution of the Deed of Trust, the Lender may require such payments in the future upon the provision of written notice from Lender to Grantor of such requirement at any time.

In the event Lender does require the payment of taxes and insurance, borrower shall deliver to Lender, together with its monthly payments under the Note, the minimum monthly escrow payment noted in the Initial Commercial Escrow Account Statement. This amount shall be sufficient, in the Lender's sole discretion, to assure that (1) adequate funds are available to Lender, to pay the annual real property taxes and assessments for the Property for the previous calendar year in full, no later than 60 days prior to the Property's county due dates, and, (2) adequate funds are available to pay annual insurance premiums no later than 60 days prior to the due date for the payment of such premiums. To the extent that the annual real estate tax payment or insurance premium payment amounts change in any calendar year, Borrower agrees to increase (or decrease) such monthly payment upon receipt of written notice from Lender of the revised amount that shall be owing. On the date of the execution of the Note, the Lender shall have the right to collect from Borrower an amount deemed necessary by Lender to assure that the full amount of real property taxes and assessments of the next calendar year will be available for payment 60 days prior to the Property's county due dates and that adequate funds will be available for payment of insurance premiums no later than 60 days prior to the due date of such premium payment.

25. APPLICABLE LAW. This Security Instrument is governed by the laws of Colorado, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

26. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor severally or

together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

27. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

28. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

29. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

30. AGREEMENT TO ARBITRATE. Lender or Grantor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Grantor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Grantor agree to in writing. For purposes of this section, this Transaction includes this Security Instrument and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Security Instrument. Lender or Grantor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Grantor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Grantor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Grantor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Grantor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Grantor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Security Instrument, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Security Instrument or another writing.

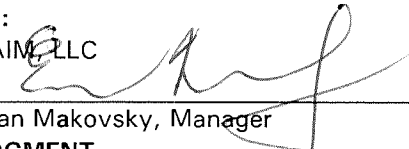
31. WAIVER OF TRIAL FOR ARBITRATION. Lender and Grantor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Grantor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

32. WAIVER OF JURY TRIAL. If the parties do not opt for arbitration, then all of the parties to this Security Instrument knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Security Instrument or any other documents relating to the Secured Debts or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

GRANTOR:

EPHRAIM, LLC

By 
Evan Makovsky, Manager

Date 8/21/24

ACKNOWLEDGMENT.

STATE OF COLORADO, COUNTY OF Denver ss.

This record was acknowledged before me on 8/21/24 by Evan Makovsky - Manager of EPHRAIM, LLC a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires: July 8, 2026 
(Notary Public)

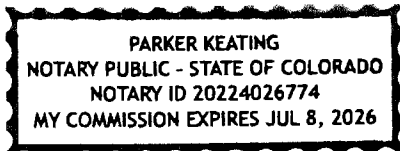


Exhibit B

Development Project

Green Spaces Market

Project Summary: Green Spaces provides affordable space to local, unique, small retail and hospitality concepts, creative studios, non-profits, and event and workshop spaces. Green Spaces' current Marketplace, located in Five Points, houses over 20 local vendors. The project will activate over 14,000 square feet of vacant ground-floor space. Funds would be used to cover the cost of the lease and nearly \$1 million in tenant improvements and furniture, fixtures, and equipment (FFE). The project's small business tenants would receive lease terms below market rates. This investment project supports small, local, minority and women-owned businesses, enhancing diversity in the corridor and activates a currently vacant half-block with an estimated five-year impact of \$5 million.

EXHIBIT C
City Council **Bill 25-1279**



10/03/2025 10:32 AM

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City & County of Denver

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ORDINANCE NO. 20251279
SERIES OF 2025

COUNCIL BILL NO. CB25-1279
COMMITTEE OF REFERENCE:
Finance and Business

A BILL

For an ordinance amending Ordinance No. 400, Series of 2008, as subsequently amended by Ordinance No. 1659, Series of 2024, and Ordinance No. 1208, Series of 2025, thereby amending the boundaries of the Denver Downtown Development Authority.

WHEREAS, The City Council of the City and County of Denver (“City Council”) previously adopted Ordinance No. 400, Series of 2008 (as subsequently amended by Ordinance No. 1659, Series of 2024, and Ordinance No. 1208, Series of 2025, collectively the “Creation Ordinance”), thereby creating and establishing, subject to a related organizational election authorized pursuant to Ordinance No. 401, Series of 2008 (“Organizational Election”), the Denver Downtown Development Authority (“Authority” or “DDDA”); and

WHEREAS, the electors of the DDDA approved the creation of the DDDA at the Organizational Election, and the DDDA has been operating in conformance with the Creation Ordinance and applicable law, including, without limitation, C.R.S. §§ 31-25-801, *et seq.* (as amended from time to time, the “DDA Act”); and

WHEREAS, pursuant to C.R.S. § 31-25-822, subsequent to the organization of the DDDA, additional property may be included into the boundaries of the DDDA; and

WHEREAS, pursuant to C.R.S. § 31-25-822, proceedings for inclusion shall be initiated by petition to the Board, signed by the owner or owners in fee of each parcel of land adjacent to the DDDA sought to be included, and any such petition shall include evidence satisfactory to the Board concerning title to the property and an accurate legal description thereof; and

WHEREAS, pursuant to C.R.S. § 31-25-822, if the Board approves such petition, it shall then submit the same to the City Council, as the governing body in and for the City and County of Denver, Colorado (“City”); and

WHEREAS, in accordance with C.R.S. § 31-25-822, the owners of certain parcels of land located adjacent to the DDDA submitted to the Board multiple petitions for the inclusion of property into the DDDA for the Board’s consideration (collectively and all as further described in said petitions, the “Petitions”); and

WHEREAS, the Board considered the sufficiency of the Petitions in accordance with C.R.S.

§ 31-25-822, and have adopted corresponding resolutions dated July 30, 2025 and August 12, 2025, respectively, approving respective the Petitions and directing their respective submission to City Council for its consideration (as adopted by the Board, the “Approval Resolutions”); and

WHEREAS, true and accurate copies of the Petitions and the Approval Resolutions have been filed in the official records of the Clerk and Recorder on August 22, 2025 under City Clerk Filing Nos. 20250129, 20250130, 20250131, 20250132, 20250133, and 20250134, respectively, (collectively, the “Petition Documents”); and

WHEREAS, the Petition Documents have been properly submitted to the City Council in conformance with C.R.S. § 31-25-822, and the City Council wishes to further consider and approve the Petitions in accordance with C.R.S. § 31-25-822.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. The recitals described above are incorporated herein by reference.

Section 2. The Petition Documents include evidence satisfactory to the City Council concerning title to the property described within the respective Petitions, and an accurate legal description thereof.

Section 3. In accordance with C.R.S. § 31-25-822, the City Council hereby approves the Petitions.

Section 4. Section 3 of the Creation Ordinance shall be amended and restated in its entirety to redescribe the boundaries of the DDDA so as to include the additional property described in the Petitions, with additions from prior versions of the Creation Ordinance indicated by underlined language, as follows:

“Section 3. The Authority shall be located within the city limits of the City and County of Denver, Colorado, in an area whose boundaries are described as follows: Any references to reception numbers or to book and page numbers refer to documents recorded with the Denver Clerk and Recorder’s Office:

DDDA BOUNDARIES

PARCEL 1

MARKET STREET STATION

A parcel of land being all of Block 41, East Denver, including the alley in said Block 41 as vacated by Ordinance 388 of 1981, all in the NE ¹/₄ of Section 33, Township 3 South, Range 68 West of the 6th Principal Meridian, City and County of Denver, State of Colorado.

PARCEL 2

DENVER UNION STATION AND OTHER PARCELS

A parcel of land in Section 28 and Section 33 of Township 3 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at the most easterly corner of Block E, East Denver, also being the point of beginning of parcel 1 as described in that Special Warranty Deed recorded at Reception No. 2001135957 recorded on August 14, 2001 in the records of the Office of the Clerk and Recorder, City and County of Denver and thence southwesterly along the southeasterly boundary of said Parcel 1 and said line extended to the most easterly corner of Block 13, East Denver;

Thence northwesterly along the northeasterly line of said Block 13 and said line extended to the most easterly corner of Block 10, East Denver;

Thence southwesterly along the southeasterly line of said Block 10 to the easterly line of Wewatta Street as Dedicated by Ordinance 550 of 2001;

Thence northwesterly along the said easterly line of said Wewatta Street as defined by said dedication Ordinance 550 of 2001 and dedication Ordinance 228 of 1995 and further defined by vacating Ordinance 977 of 2000, to a point on the easterly line of Wewatta Street as dedicated by Commons Subdivision Filing No. 2;

Thence northwesterly along said portion of Wewatta Street as dedicated by said Commons Subdivision, Filing No. 2, to the southwesterly line of 16th Street as originally platted in East Denver;

Thence northwesterly along said southwesterly line of 16th Street and said line extended to the northwesterly line of Wewatta Street as dedicated by Commons Subdivision Filing No. 3;

Thence southwesterly along the said northwesterly line of said Wewatta Street and also continuing southwesterly along the southeasterly line of Commons Subdivision No. 3, to the southerly most corner of said Commons Subdivision No. 3;

Thence northwesterly along the southwesterly line of Commons Subdivision No. 3 to the most westerly corner of said Commons Subdivision No. 3 also being the southeasterly boundary of the Consolidated Main Line (CML);

Thence northeasterly along and the northwesterly line of said Commons Subdivision Filing No. 3, to the most southerly corner of a parcel of land known as Parcel 16-6A-LR-2-RTD as described in that document recorded at Reception No. R-6128 recorded on November 26, 1991 in the records of the Clerk and Recorder, City and County of Denver, also being the common line between the CML and Regional Transportation District (RTD) parcels as conveyed to RTD by said Reception

1 No. R91-0116128;

2 Thence northeasterly along the line common to the southwesterly line of the CML and the
3 northwesterly line of the RTD property as defined by said parcels recorded at Reception No. R-91-
4 0116128 and said lines extended to be continuous across vacated 16th Street and also across 19th
5 Street, to the southwesterly line of 20th Street as dedicated by ordinance 732 of 2003;

6 Thence southeasterly along the southwesterly line of said 20th Street and said line extended
7 across Chestnut Place and continuing along said southwesterly line of 20th Street to the
8 northwesterly line of said parcel 1 as described in that Special Warranty Deed recorded at Reception
9 No. 2001135957, also being the northwesterly line of easement parcel RE 2278-00-19REV.2, said
10 easement parcel dedicated as 20th Street right-of-way by said ordinance 732 of 2003;

11 Thence clockwise along the northwesterly line, the northeasterly line of said parcels, to the
12 southeasterly line said Parcel 1;

13 Thence southwesterly along the said southeasterly line of said parcel 1, and said line
14 extended, to the centerline of 18th Street as vacated by Ordinance 994 of 1991 and by Ordinance
15 1209 of 1996;

16 Thence southeasterly along the centerline of said vacated 18th street to the northwesterly
17 right-of-way of Wynkoop Street;

18 Thence southeasterly along the northwesterly right-of-way of Wynkoop Street to the point of
19 beginning.

20 **PARCEL 3**

21 **CITY AND COUNTY OF DENVER RIGHT OF WAY INCLUSION PARCELS**

22 Parcels of land lying in Sections 33 and 34, Township 3 south, Range 68 west of the 6th
23 Principal Meridian, City and County of Denver, State of Colorado, described as follows:

24 Those portions of the of the streets, avenues, and lanes conveyed to the City of Denver by
25 deed recorded June 8, 1867, at book 14 page 120, Arapahoe County, Colorado Territory, as shown
26 on the Fredrick J. Ebert plat titled "Part of the City of Denver" dated June 29, 1865, depicting the
27 Congressional Grant approved May 28, 1864, and lying west of N. Broadway, north of W. Colfax
28 Ave., northeast of N. Speer Blvd., southeast of Wewatta St., south of the north line of the
29 aforementioned sections 33 and 34, and southwest of the northeast line of 20th St.

30 Together with all the streets dedicated to the City of Denver in H. C. Brown's Addition to
31 Denver recorded June 22, 1868, at book 1, page 3, Arapahoe County, Colorado Territory.

32 **PARCEL 4**

33 **SEPTEMBER 2025 PETITION INCLUSION PARCELS**

600 16th Street

Schedule No. 02345-29-048-000

Lots 29 through 32, Block 162, East Denver, City and County of Denver, State of Colorado.

622 16th Street

Schedule No. 02345-29-042-000

Lots 1 through 4, inclusive, Block 162, East Denver, City and County of Denver, State of Colorado.

1500 Blake Street

Schedule No. 02331-15-040-040

A parcel of land located in the State of Colorado, City and County of Denver, with a situs address of 1500 Blake Street, Denver Colorado 80202, having a tax assessor number of 02331-15-040-040 and being the same property more fully described as Studebaker Condo U-A, East Denver, City and County of Denver, State of Colorado.

1505 Glenarm Place

Schedule No. 02346-14-033-000

B173 L12 TO 21, EAST DENVER & VAC ALY ADJ & NWLY VAC 4FT OF GLENARM PL ROW
ADJ L17 TO 21 & EXC NW 4FT OF L12 TO 16.

1518 Glenarm Place

Schedule No. 02346-15-032-000

Lots 12 to 16, Block 196, East Denver, City and County of Denver, State of Colorado.

1600 Glenarm Place

Schedule No. 02346-10-042-000

EAST DENVER B195 L8 TO 16 ALLOC 7% & ALL COMM IMPS THEREON SEE 02346-10-041
FOR RES IMPS."

Section 5. In accordance with C.R.S. § 31-25-822, from the effective date of this Ordinance the Property described in the Petition shall be included within the Authority and shall be subject to any taxes thereafter imposed by the City for the use and benefit of the Authority.

Section 6. Except as expressly amended herein, the Creation Ordinance shall remain in full force and effect.

1 COMMITTEE APPROVAL DATE: September 9, 2025

2 MAYOR-COUNCIL DATE: September 16, 2025

3 PASSED BY THE COUNCIL: 09/29/2025

4 Amursh P. Anderson Signed by: - PRESIDENT
5 APPROVED: Michael C. Johnston - MAYOR 10/2/2025
6 ATTEST: Paul Jones DocuSigned by: 5DC361FDC863466...
7 401385B9DD354C3... - CLERK AND RECORDER,
8 EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

9 NOTICE PUBLISHED IN THE DAILY JOURNAL: September 25th, 2025, October 2nd, 2025

10

11 PREPARED BY: Bradley T. Neiman, Assistant City Attorney DATE: September 18, 2025

12

13 Pursuant to section 13-9, D.R.M.C., this proposed ordinance has been reviewed by the office of the
14 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
15 ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to §
16 3.2.6 of the Charter.

17 Katie J. McLoughlin, Interim City Attorney

18 BY: Jonathan Griffin, Assistant City Attorney DATE: 9/17/2025 | 4:05 PM MDT, 2025

Signed by:




EXHIBIT D

FINANCIAL ADMINISTRATION

Revised for DDDA Loans and Grants

The purpose of this summary is to clarify fiscal responsibilities, reimbursement procedures, and financial management expectations applicable to Borrower working under agreements administered by the Denver Economic Development & Opportunity (DEDO) and the City and County of Denver's Department of Finance. These provisions ensure proper stewardship of DDDA funds, compliance with City fiscal accountability standards, and timely, transparent financial reporting throughout the loan and reimbursement process.

1.1 Compensation and Methods of Payment

All disbursements will be processed through the Denver Economic Development & Opportunity (DEDO) Financial Management Unit (FMU) and the City and County of Denver Department of Finance. Payments follow FMU procedures for line-item reimbursements. Borrower must submit monthly expenses and accruals by the last day of each month, and no later than 30 days after actual expenditure. In limited circumstances where project cash flow requires immediate funding to maintain operations or progress, DEDO may authorize an **advance method of payment** under the DDDA loan program, subject to written approval and subsequent reconciliation against documented expenditures. Final reimbursement vouchers are due within 45 days of contract end. Reimbursements follow the approved budget.

1.2 Vouchering Requirements

Monthly vouchers are required. Expenses may not be reimbursed until funds are encumbered, and costs under \$35 must be accumulated unless final or year-end. No more than six vouchers per month without approval. All vouchers must be submitted within 45 days after contract end. City and County of Denver forms must be used when required. Monthly reimbursement requests include totals, service period, remaining budget, and signature authorization. Written authorization is needed if another person submits requests. DEDO's Expense Certification Form must accompany each request.

1.3 Payroll

Payroll requests must include employee gross salary, position, portion charged to contract, and other funding if applicable. Timesheets must show actual hours worked, signed by employee and supervisor. Payroll registers, ledgers, or paycheck copies verify pay amounts.

1.4 Fringe Benefits

Fringe benefits may include FICA, health insurance, retirement, worker's compensation, and

unemployment. A 7.65% FICA match applies automatically. Additional benefits require cost breakdowns or invoices. Costs must be reasonable and documented.

1.5 General Reimbursement Requirements

Invoices must be dated, legible, and show goods or services provided. Signed receiving documents verify receipt. Checks or ledgers must confirm payment. Mileage reimbursements require logs with destinations and proof of payment. Cell phones require executive certification of necessity. Administrative or indirect costs need supporting documentation and an approved cost rate plan. Final payment requests are due within 45 days of the contract end date.

2.1 Financial Management Systems

Borrower must maintain accurate, current, and complete records of all DDDA funded activities. Accounting records must show sources and uses of funds, with strong internal controls and safeguards. Expenditures must be compared to the budget regularly. Transactions require proper documentation. Borrower must comply with state and local tax reporting (withholding, unemployment, worker's compensation, occupational privilege tax, and FICA). Borrower may need to attend DEDO financial training sessions when technical assistance is needed.

3.1 Budget Modification Requests

Minor budget changes ($\leq 10\%$) not affecting total funding require only notification to DEDO. Larger changes or service adjustments require prior written approval with justification. Major modifications require formal amendment. Requests must be submitted before the final quarter unless waived by DEDO.

4.1 Loan Repayment

Repayment of loan funds shall be made in strict accordance with the terms and conditions outlined in the executed loan agreement between the Borrower and the City and County of Denver. The repayment schedule, interest rate (if applicable), and permitted uses of repayments will be governed by that agreement. All payments must be remitted in a timely manner to the City in the manner prescribed by DEDO's Financial Management Unit (FMU). Any late or missed payments may be subject to additional remedies or collection actions as specified in the loan documents.

5.1 Bonding

DEDO may require adequate fidelity bond coverage, where the borrower lacks sufficient coverage to protect DDDA interest

6.1 Records Retention

Financial records must be retained for five years after the final report date. DEDO may access records for audit or review with reasonable notice.

7.1 Contract Close-Out

Borrower must complete and submit DEDO close-out forms within 60 days of contract end. Forms will be provided 30 days before expiration. DEDO will close out contracts once all work is complete or may unilaterally close noncompliant contracts.

8.1 Collection of Amounts Due

Any overpayment constitutes a debt to the city. If not paid within a reasonable period after demand, DEDO may; 1) Make an administrative offset against other requests for reimbursements, 2) Withhold advance payments otherwise due to the Contractor or, 3) other action permitted by law.

9.1 Release of Collateral Documentation

Upon full satisfaction of all obligations set forth in the loan agreement, including complete repayment of principal, interest, and any other amounts due, the City and County of Denver, through the Denver Economic Development & Opportunity (DEDO), shall release all collateral and related loan security instruments. This release shall include, as applicable, the cancellation and release of the recorded Deed of Trust, the cancellation of Promissory Notes, the termination of Personal Guarantees, and the filing of UCC termination statements. Such releases will be executed and delivered to the borrower after verification that all loan requirements have been fulfilled, ensuring that the borrower's financial and contractual obligations have been fully discharged.

EXHIBIT E

PROJECT APPLICATION SCOPE

-see attachments-

Project Timelines

Project commencement date (estimated): January 1, 2026
Project completion date: December 31, 2030

Reporting requirements

The following reporting is due **45 days after the end of each calendar quarter, beginning in 2026**, for the duration of the term of the contract:

- List of sublessees of commercial units and micro retail spaces
- Total Square Feet activated and open through contractor and sublessees on the Project Parcels

The following reporting is due in **Quarter 1 of each year, beginning in 2027**, for the first five years of operation:

- Aggregated annual gross revenue generated by development project
- Aggregated annual job creation and retention generated by development project
- Report on percentage rent collected from sublessees for remittance to the City /DDDA

Writer Square
1512 Larimer Street, Bridge Le
Denver, Colorado 80202
t 303.893.1990
f 303.893.2204
www.klipparch.com

CORRESPONDENCE

This document is an instrument of service, and as such remains the property of the Architect. Permission for use of this document is limited and can be extended only by written agreement with Kipp a professional corporation.

THE STEEL BUILDING
575 WELTON STREET
Renovation and Adaptive Re-use
DENVER, COLORADO 80202

A PROJECT FOR:
SHAMES & MAKOVSKY REALTY

ARCHITECT'S PROJECT NUMBER
2007-039.00

ISSUE:	
10-31-07	DD SUBMITTAL
12-07-07	CD SUBMITTAL

DRAWN: ITM

CHECKED: _____ CHECKED: _____

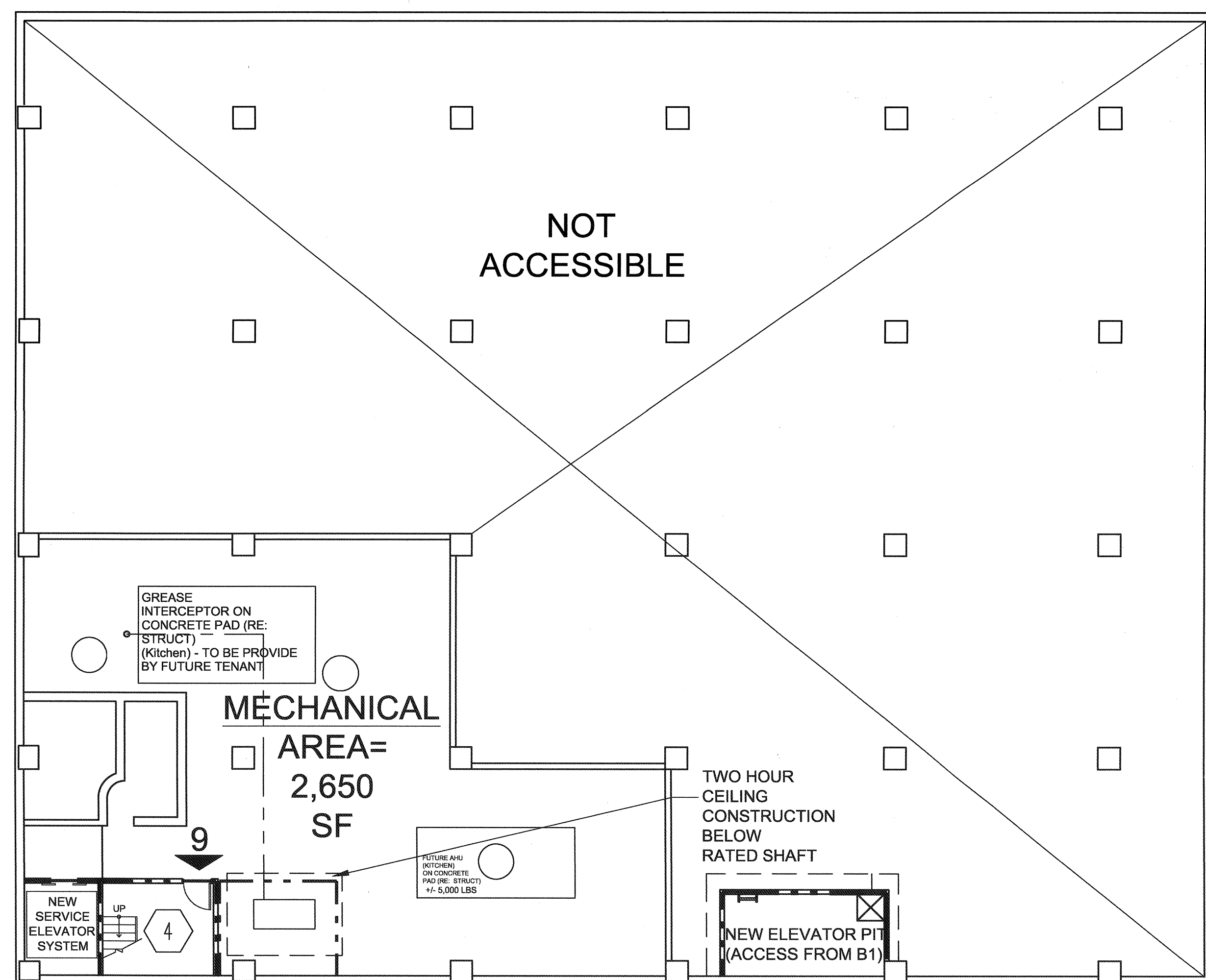
REVISIONS:

1575 Welton Street
The Steel Building
Renovation and Adaptive Re-use

CODE SHEET

7 DECEMBER 2007

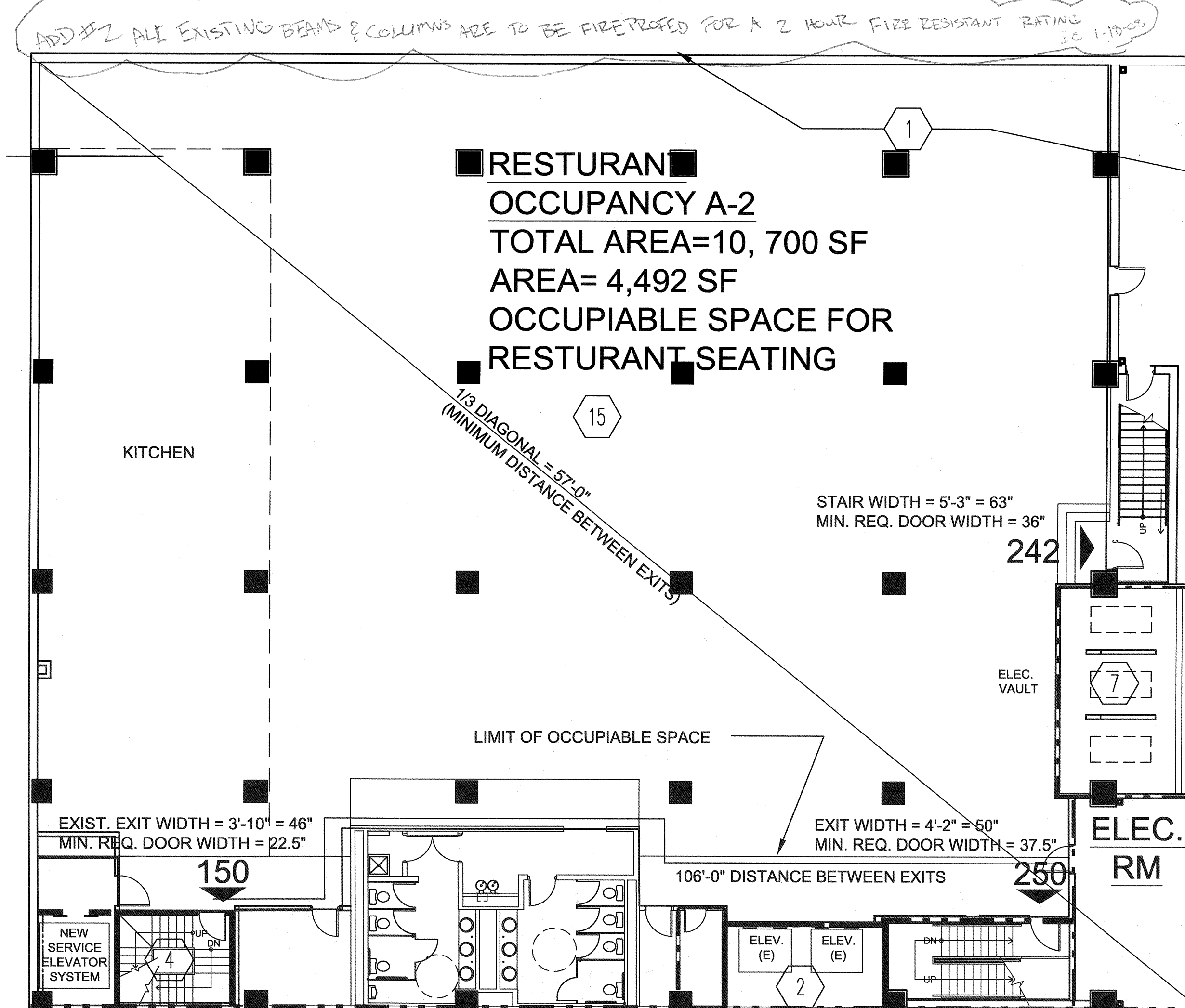
G-02



BASEMENT 0 LEVEL

OCCUPANCY TYPE: MECHANICAL (NO OCCUPANCY OR STORAGE ALLOWED)
OLF= 300
OL= 9
ONE MEANS OF EGRESS (EXISTING): (ACCEPTABLE PER DBD FOR NON-OCCUPIED SPACE)

BASEMENT TOILET ROOM REQUIREMENTS: N



BASEMENT 1 LEVEL

OCCUPANCY TYPE: ASSEMBLY GROUP 'A-2'
±11,400 SF (INCLUDING KITCHEN)
±1,875 SF (KITCHEN)
OLF=7
OL= 642 OCCUPANTS (3 EXITS REQ.)
TOTAL REQUIRED = 2 X 642 = 1284

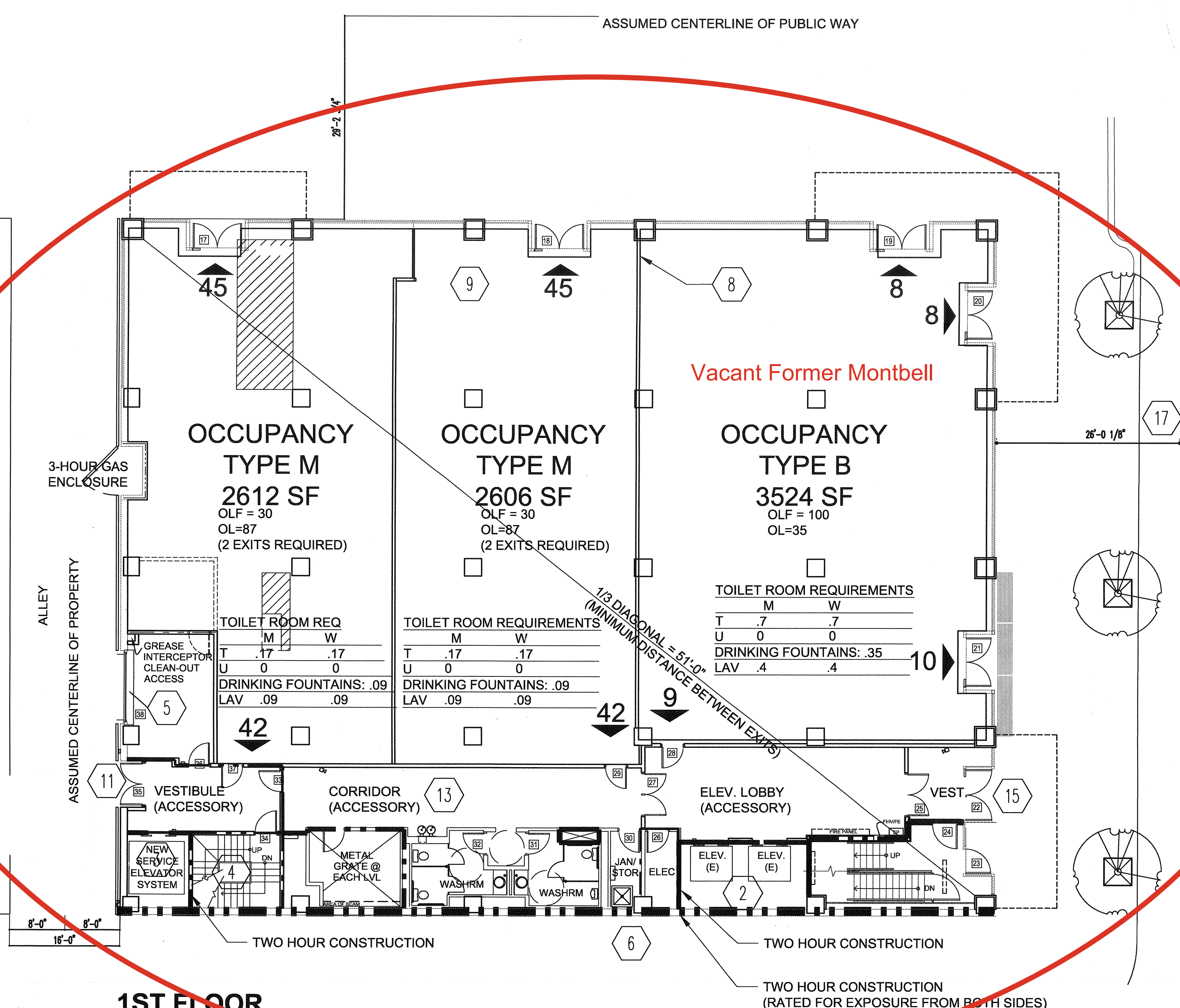
BASEMENT TOILET ROOM REQUIREMENTS:

	M	W
T	3.3	4.3
U	1	0

DRINKING FOUNTAINS: 6.4

LAV	3.2	3.2
-----	-----	-----

NOTE 1: ADDITIONAL TOILET OVER 4 IS LOCATED ON THE FIRST FLOOR AS ALLOWED BY 2902.4.1.
NOTE 2: ADDITIONAL DRINKING FOUNTAIN REQUIREMENT WILL BE FULLFILLED WITH A WATER STATION



~~1ST FLOOR~~

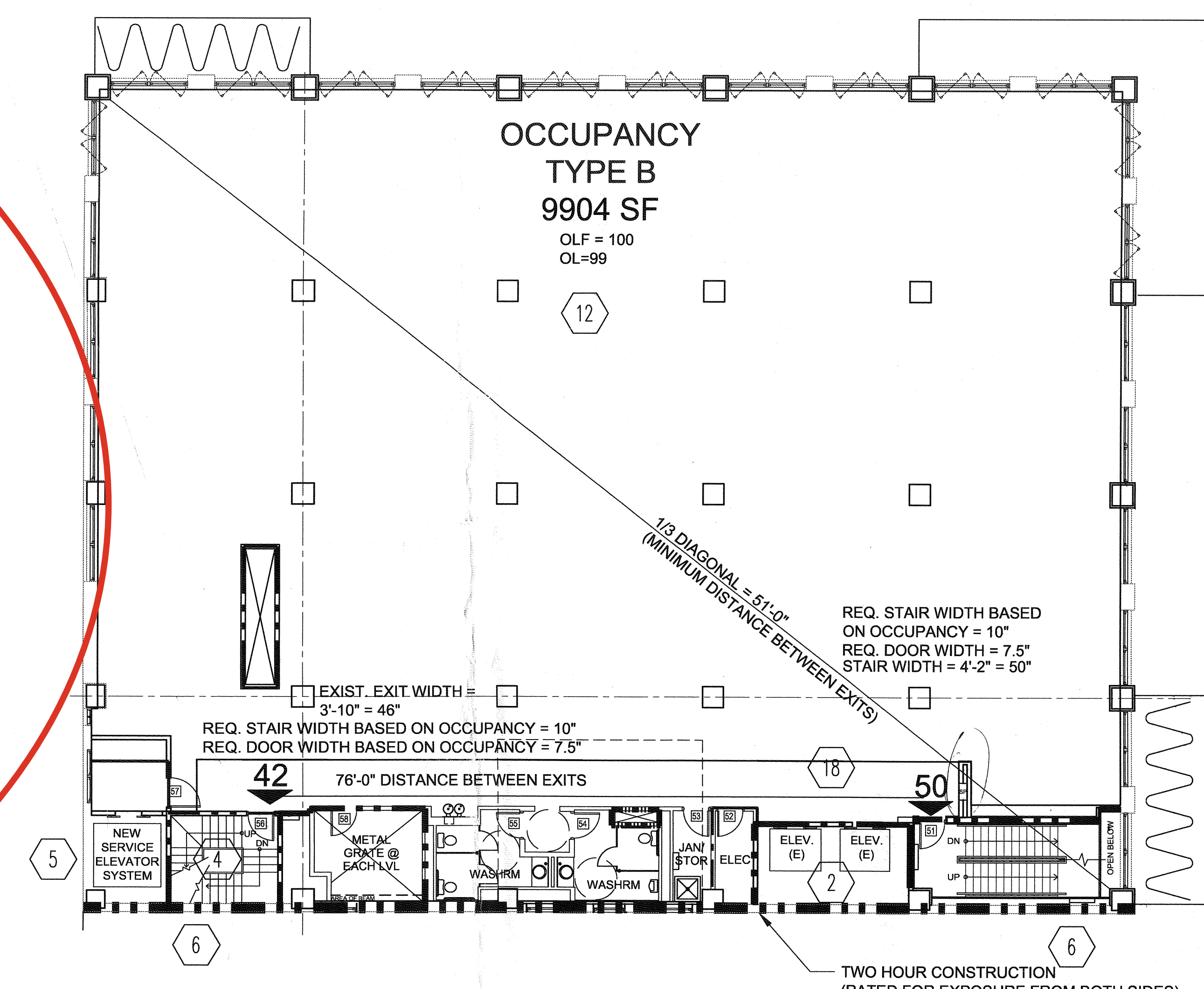
OCCUPANCY TYPE:
ASSEMBLY GROUP 'M' (MERCANTILE)
ASSEMBLY GROUP 'B' (BANK)

FIRE-RESISTANCE RATINGS FOR OCCUPANCY SEPARATIONS (302.3.2)
2 HOUR BETWEEN B AND M

2a): FIRST FLOOR TOILET ROOM REQUIREMENT

	M	W
T	1.04	1.04

U	0	0
DRINKING FOUNTAINS: .5		
LAV	.57	.57



2ND FLOOR

OCCUPANCY TYPE:
ASSEMBLY GROUP 'B' (OFFICES
SINGLE TENANT

TOILET ROOM REQUIREMENT

	M	W
T	1	2
U	1	0

DRINKING FOUNTAINS: 1

LAV	1	1
-----	---	---

CODE KEY NOTES:

- 1 LINE OF MAJOR ENCUMBRANCE SUBMITTED FOR RETROACTIVE PERMIT IN DECEMBER 2007
- 2 EXISTING ELEVATOR TO BE MODERNIZED. REMOVE ALL EXISTING MECHANICAL, ELECTRICAL, AND PLUMBING PIPING AND EQUIPMENT FROM THE SHAFT. FIRE RATE ALL PENETRATIONS TO MEET A 2 HOUR RATED ASSEMBLY. CONSTRUCTION OF THE EXISTING WALL WILL NEED TO BE VERIFIED. EXISTING LEDGES IN THE SHAFT WERE REVIEWED ON SITE NOVEMBER 6, 2007, WITH CITY OF DENVER AND ARE ACCEPTABLE.
- 3 EXISTING ELEVATION TO BE MODERNIZED. REMOVE ALL EXISTING MECHANICAL, ELECTRICAL, AND PLUMBING PIPING FROM THE SHAFT. FIRE RATE ALL PENETRATIONS TO MEET A 2 HOUR RATED ASSEMBLY. ALL EXISTING LEDGES EXCEPT WHERE NOTED IN THE SUB-BASEMENT HAVE BEEN REVIEWED BY THE ELEVATOR INSPECTOR.
- 4 EXISTING STAIRS TO REMAIN, PER IBCB 1030.9. EXISTING HANDRAILS AND GUARDS A ALL STAIRS SHALL BE PERMITTED TO REMAIN PROVIDED THEY ARE NOT STRUCTURALLY DANGEROUS. STAIR WIDTH WILL NOT BE MODIFIED DOOR SWINGS INTO STAIR WILL NOT BE MODIFIED, HOWEVER NEW RATED DOORS WILL BE PROVIDED.
- 5 BUILDINGS WHOS EXTERNAL NONBEARING WALL AND EXTERIOR FRAME ARE NOT REQUIRED TO BE FIRE-RESISTIVE RATED SHALL BE PERMITTED TO HAVE UNLIMITED UNPROTECTED OPENINGS. IBC TABLE 104.8 EXCEPTION G.
- 6 EXISTING CONSTRUCTION HAS BEEN TESTED BY AN INDEPENDENT TESTING AGENCY. THE EXISTING WALL IS CONSTRUCTED OF THREE WYTHES OF MASONRY (13" WIDE). COLLAR, HEAD AND BED JOINTS WERE FULL WITH NO OBSERVABLE VOIDS.
(RE: PROJECT MANUAL FOR STEEL (FONTIUS) BUILDING REPORT OF FINDINGS). BASED ON TABLE 720.1 OF THE IBC, 6" OF SOLID BRICK EXCEEDS THE REQUIRED 2 HOUR RATING.
- 7 EXISTING CONSTRUCTION HAS BEEN OBSERVED TO BE 1 WYTHE OF 8" CMU. BASED ON TABLE 720.1 OF THE IBC, 8" OF ANY MAKE-UP OF THE 8" CMU WILL EXCEED A 4 HOUR FIRE RATING AND THE REQUIRED 3 HOUR RATING
- 8 TWO HOUR OCCUPANCY SEPARATION REQUIRED PER 302.3.2.
- 9 REQUIRED OCCUPANCY SEPARATION BETWEEN A-2 AND B-2 = 2 HOUR BETWEEN A-2 AND B-2 HOUR SEAL ALL PENETRATIONS IN FLOOR.
- 10 CC1 CLASS OF PLASTIC DOES NOT EXCEED THE MINIMUM AREA OF INDIVIDUAL ROOF PANELS OR THE MAXIMUM AREA OF ROOF PANELS.
- 11 PER IBC 1023.1: EXCEPTION 1: 50 PERCENT OF THE NUMBER OF EXIT ENCLOSURES IS PERMITTED TO EGRESS THROUGH AREAS ON THE LEVEL OF DISCHARGE, PROVIDED THE EGRESS IS VISIBLE, IS SEPARATED FROM AREAS BY 2 HOUR CONSTRUCTION AND IS FULLY SPRINKLERED.
- 12 PER 1013.2.1: WITH ONLY ONE TENANT, ON A FLOOR A EGRESS CORRIDOR IS NOT REQ.
- 13 PER 1013.2.1: WITH MORE THAN ONE TENANT, EACH TENANT SHALL BE PROVIDED ACCESS TO THE REQ. EXITS WITHOUT PASSING ADJACENT SPACES.
- 14 A SHAFT ENCLOSURE IS NOT REQUIRED FOR FLOOR OPENINGS THAT DO NOT CONNECT MORE THAN TWO STORIES. PER IBC 707.2.7
- 15 LOCATION OF PRIMARY PREMISE IDENTIFICATION
- 16 IBC 503.1.1: BASEMENT ARE NOT INCLUDED IN AS AREA DOES NOT EXCEED ALLOWABLE FOR 1 STORY BLD.
- 17 REVEALED EXTENDED SIDEWALK REQ: CIVIL
- 18 ELEVATOR LOBBY: PER 707.14.1, AN ELEVATOR LOBBY IS NOTE REQUIRED IN BUILDINGS OF LESS THAN FOUR STORIES. IF THE FUTURE WORK FOR AND ROOF TERRACE IS ACCEPTED, LOBBIES WILL NEED TO BE PROVIDED ON FLOORS 2,3, 4.



GENERAL NOTES:

1. TESTING OF THE EXISTING STRUCTURE (CORES THROUGH STRUCTURAL SLABS) AND EXTERIOR WALLS HAS BEEN COMPLETED BY AN INDEPENDENT TESTING AGENCY AS DIRECTED BY THE ARCHITECT AND ENGINEER OF RECORD. RESULTS OF THESE TEST ARE INCLUDED IN THE PROJECT MANUAL.
2. PER DISCUSSIONS WITH DFD, A FIRE PUMP WILL NOT BE REQUIRED
3. RE: IBC 707.4 FOR SHAFT RATINGS
4. THE ROOF TERRACE WORK IS BEING CARRIED AS ALTERNATE. THE ALTERNATE SCOPE INCLUDES MULTIPLE ELEMENTS TO MAKE THE USE OF THE ROOF CODE COMPLIANT INCLUDING AN ACCESSIBLE MEANS OF ACCESS (ELEVATOR AND EMERGENCY POWER).

KEY:

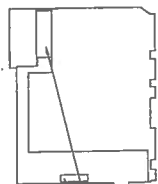
X INDICATES OCCUPANCY LOAD

FIRE RATED CONSTRUCTION:

-  ONE HOUR CONSTRUCTION
 TWO HOUR CONSTRUCTION
 THREE HOUR CONSTRUCTION

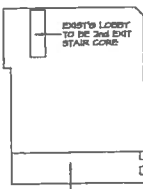
PROJECT GRAPHIC DESCRIPTION

BASEMENT



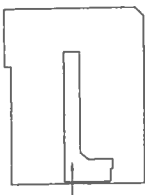
NEW STAIRS UP, NEW CORRIDOR, SPRINKLE CORRIDOR & STAIRS (STUB-IN FOR ALL SPRINKLE IN FUTURE)

1st FLOOR



1st FLOOR - REMODEL ONE RETAIL BAY INTO NEW LOBBY/STAIRS CORNER & SMALLER RETAIL & NEW STAIR CORNER SPRINKLE REMODELED AREA (STUB-IN FOR ALL SPRINKLE IN FUTURE)

2nd FLOOR

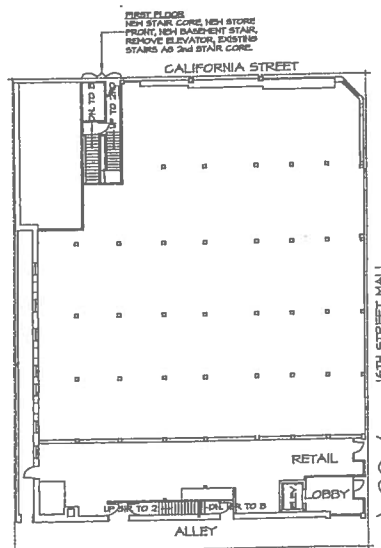


EXISTING OFFICES ADD 1000 A.J. CORRIDOR SPRINKLE WHOLE FLOOR

3rd FLOOR

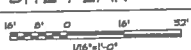


EXISTING OFFICES ADD 600 A.J. CORRIDOR SPRINKLE WHOLE FLOOR



LEGAL DESCRIPTION LOT 1-4 INCLUSIVE, BLOCK 162 EAST DENVER SUBDIVISION

SITE PLAN



CODE ANALYSIS ASSUMPTIONS:

H, B, AND A-S OCCUPANCY (ALL EXISTING)
 ASSEMBLY TYPE V-H NR CONSTRUCTION (2000 - SOME PLASTER)
 BASEMENT - 11,400 SQFT, (BUSH GRADE) (BROSS)
 FIRST FLOOR - 8,200 SQFT, (H AND A-S OCC.) (BROSS)
 EXISTING - SECOND FLOOR - 10,500 SQFT, (B OCC.) (BROSS)
 EXISTING - THIRD FLOOR - 10,500 SQFT, (B OCC.) (BROSS)
 ALLOWABLE
 A-S 10,500 x 2 = 21,000 SQFT, 50% (2 SIDES) = 10,500 SQFT.
 B AND H 14,000 SQFT, x 2 = 28,000 + 50% (2 SIDES) = 42,000 SQFT.
 SINCE 20% A-S = 2 = 21,000 = 42,000
 SINCE 20% B OR H = 2 = 42,000 = 84,000
 ALLOWABLE NON-SPRINKLED = 84,000 SQFT, EXISTING 52,200
 ADD 1000 SQFT, 2ND FLOOR CORRIDOR
 ADD 600 SQFT, 3RD FLOOR CORRIDOR
 NEW = 1,600 SQFT.
 EXISTING = 52,200 SQFT.
 TOTAL = 85,800 SQFT, (84,000 SQFT, ALLOWED IF NON-SPRINKLED)
 104 USC
 105 DRIVER AGREEMENTS
 104 USC
 10TH STREET MALL
 DRIVER ZONES B-S - NO PARKING REQUIRED, NON EXIST.
 IS NON-SPRINKLED
 ADDRESS PARTIAL SPRINKLER SYSTEM TO OFFSET CORRIDOR
 RATING & HSG. OTHER ITEMS, SEE AGREEMENT DATED 10/10/00
 ON FILE AT THE DRIVER BUILDING DEPARTMENT.
 (PARTIAL SYSTEM INCLUDES ALL OF 3RD FLOOR ALL OF 2ND FLOOR)
 1st FLOOR AT REMODELED RETAIL & NEW LOBBY, OLD LOBBY DECOMES
 2ND STAIR CORNER AND STAIRS AT ALL REMAINING RETAIL FOR
 FUTURE SPRINKLER (SEE SCHEDULE OF HEN TO BE INSTALLED IN AGREEMENT),
 AND BASEMENT AT REMODELED AREAS, RETAIL CORRIDOR & STAIRS AT
 ALL REMAINING OCCUPIED BASEMENTS FOR FUTURE SPRINKLER (SEE
 SCHEDULE OF HEN TO BE INSTALLED IN AGREEMENT)

OCCUPANTS
 EXISTING 2ND FLOOR 10,500 SQFT, ADD 600 SQFT, NEW
 11,100 GROSS SQFT
 1,150 SQFT, UNOCCUPIED
 4,350 SQFT. 43 OCCUPANTS
 EXISTING 3RD FLOOR 10,500 SQFT, ADD 1000 SQFT, NEW
 11,500 GROSS SQFT
 1,550 SQFT, UNOCCUPIED
 4,550 SQFT. 46 OCCUPANTS

EXIST ROOMS - OFFICE EMPLOYEE USE
 3rd FLOOR - 43 OCCUPANTS - 46 MALES, 46 FEMALES
 3 HCS REQUIRED BUT
 SUBSTITUTE 1 URINAL - 2 HCS
 1 URINAL REQUIRED +
 1 SUBSTITUTE FOR HC - 2 URINALS
 2 LAVS

2nd FLOOR - 46 OCCUPANTS - 46 MALES, 46 FEMALES
 3 HCS REQUIRED BUT
 SUBSTITUTE 1 URINAL - 2 HCS
 1 URINAL REQUIRED +
 1 SUBSTITUTE FOR HC - 2 URINALS
 2 LAVS

1st FLOOR - REMODELED RETAIL - 1,400 SQFT.
 1 URINAL (HSG. 1 LAV)

INDEX TO SHEETS

- A1 SITE PLAN, CODE INFORMATION
- A2 BASEMENT & FIRST FLOOR PLANS
- A3 SECOND & THIRD FLOOR PLANS
- A4 ROOF PLAN & DETAILS
- A5 MAJOR SECTIONS
- A6 INTERIOR ELEVATIONS & 1/4" PLANS
- A7 INTERIOR ELEVATIONS & 1/4" PLANS
- A8 MAJOR DETAILS
- A9 EXTERIOR ELEVATIONS & DETAILS
- DOOR SCHEDULE
- S10 STRUCTURAL NOTES
- S20 FOUND. & 1ST FLR. FRAMING
- S21 2ND & 3RD FLR. FRAMING
- S22 ROOF FRAMING PLANS
- S30 STRUCTURAL DETAILS
- S40 STRUCTURAL DETAILS
- P0 PLUMBING NOTES
- P1 1ST FLR. & BASEMENT PLUMB. PLANS
- P2 2ND AND 3RD FLR. PLUMBING PLANS
- P3 ROOF PLUMBING, ISOMETRIC, MET COLUMN
- P4 FIXTURE SCHEDULE
- HVAC1 1ST FLR. & BASEMENT HVAC
- HVAC2 2ND & 3RD FLR. HVAC
- HVAC3 SCHEDULES
- E1 BASEMENT & 1ST FLR. ELECTRICAL
- E2 2ND & 3RD FLR. ELECTRICAL
- E3 ELECTRICAL ONE-LINE

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ARCHITECTURE
 SPACE PLANNING
 INTERIOR DESIGN

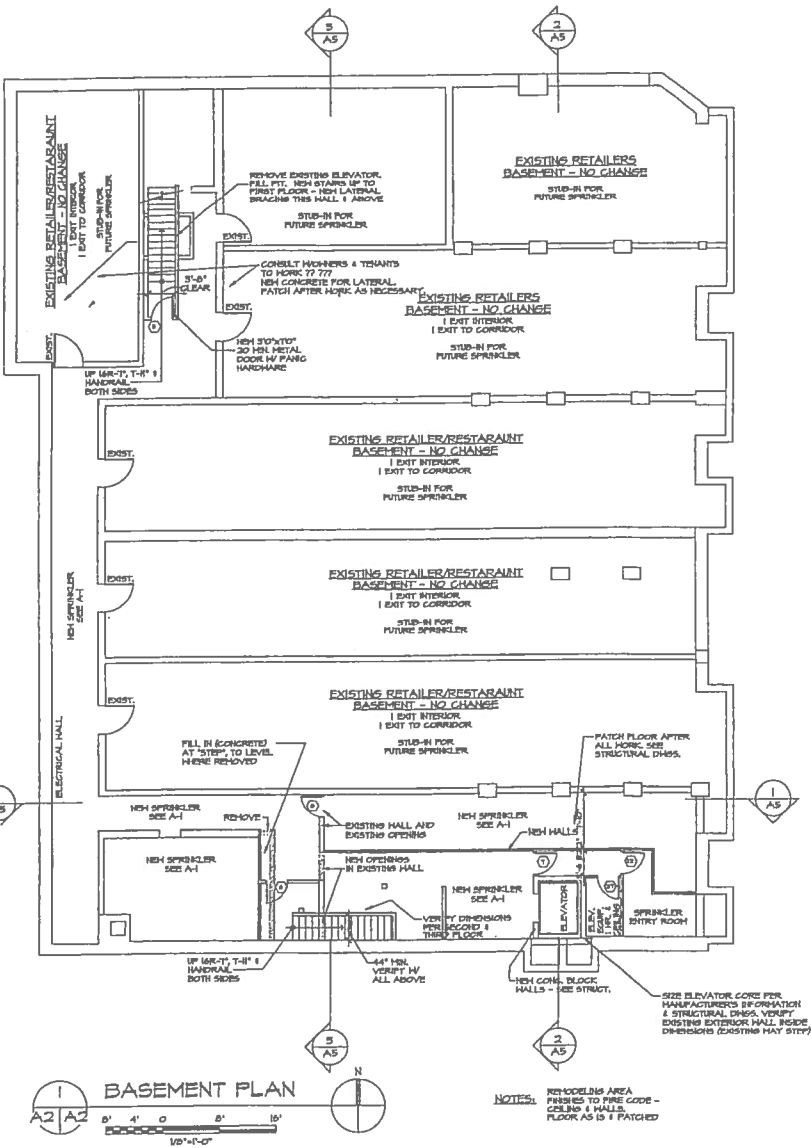
1738 WYNNCOOP STREET
 SUITE 4
 DENVER, COLORADO 80202

303/297-3779
 303/297-9079 FAX

OFFICE SHELL REMODELING 2ND/3RD FLOORS
 RELOCATE LOBBY/ADD NEW STAIR CORNER
 McCLINTOCK BUILDING
 1554 CALIFORNIA STREET
 DENVER, COLORADO

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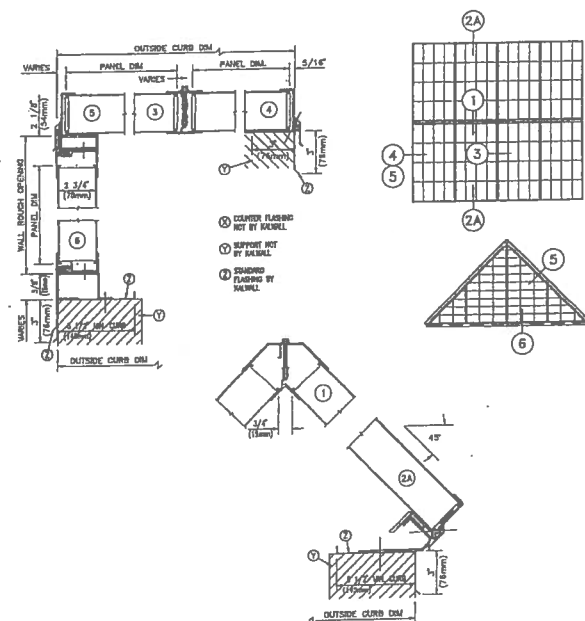
SET DATE: 08/17/00
 REVISIONS
 NO. DATE
 DRAWN: P. H. H. H. H.
 CHECKED: J. D.
 ANCH. PROJECT NO.: 1000000
 DATE: 08/17/00
 SHEET TITLE
 SITE/LOC.
 PLAN, CODE
 INFORMATION
 SHEET NUMBER
 A1



SHEET TITLE
BASE. & 1ST
FLOOR
PLANS

SHEET NUMBER
A2



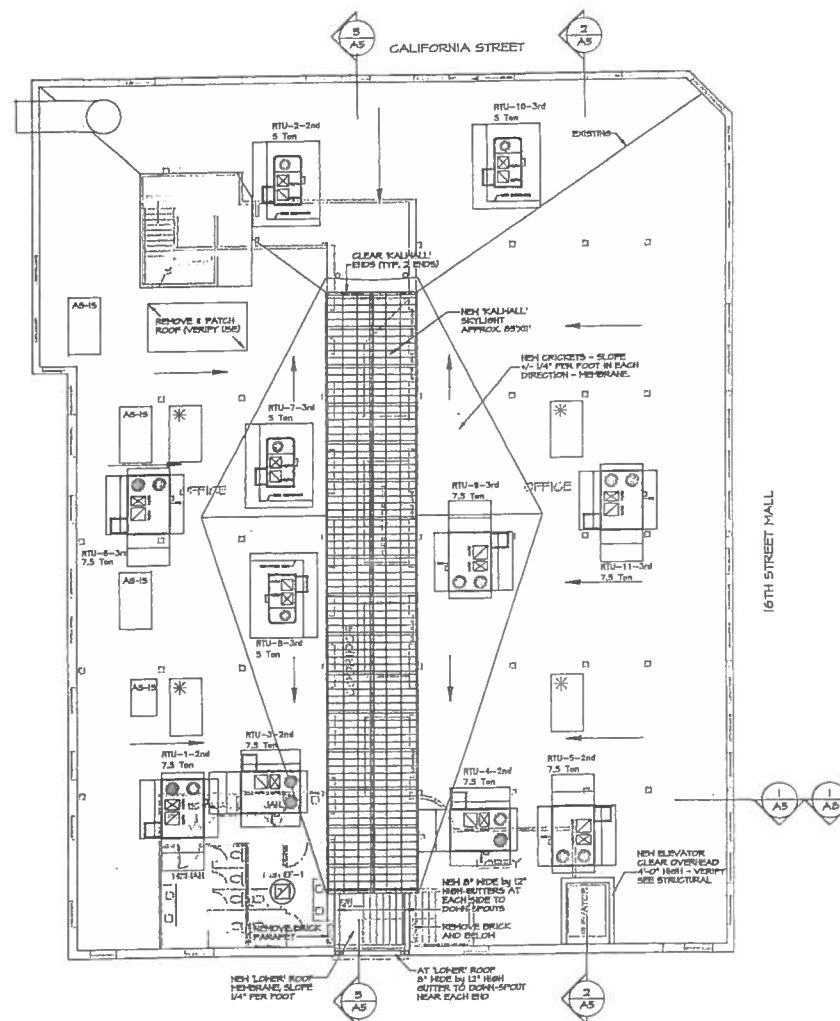


2 SKYROOF DET'LS

A4 A4

0

NOT TO SCALE



NOTES:
1. REMOVE ALL EXISTING PLUMBING VENTS NOT IN USE - PATCH ROOF AT THESE LOCATIONS. (RE-ROUTE SOME EXISTING TO REMAIN. SEE NOTES SHEET A3)
2. * RESTORE 4 EXISTING SKYLIGHTS.

Coyote Air
L L C

ARCHITECTURE
SPACE · PLANNING
INTERIOR DESIGN

1738 WYNKOOP STREET
SUITE 4
DENVER, COLORADO 80202

303/297-3779
303/297-9079 FAX

OFFICE SHELL REMODELING 2ND/3RD FLOORS
RELOCATE LOBBY/ADD NEW STAIR CORE
McCLINTOCK BUILDING
1554 CALIFORNIA STREET
DENVER, COLORADO

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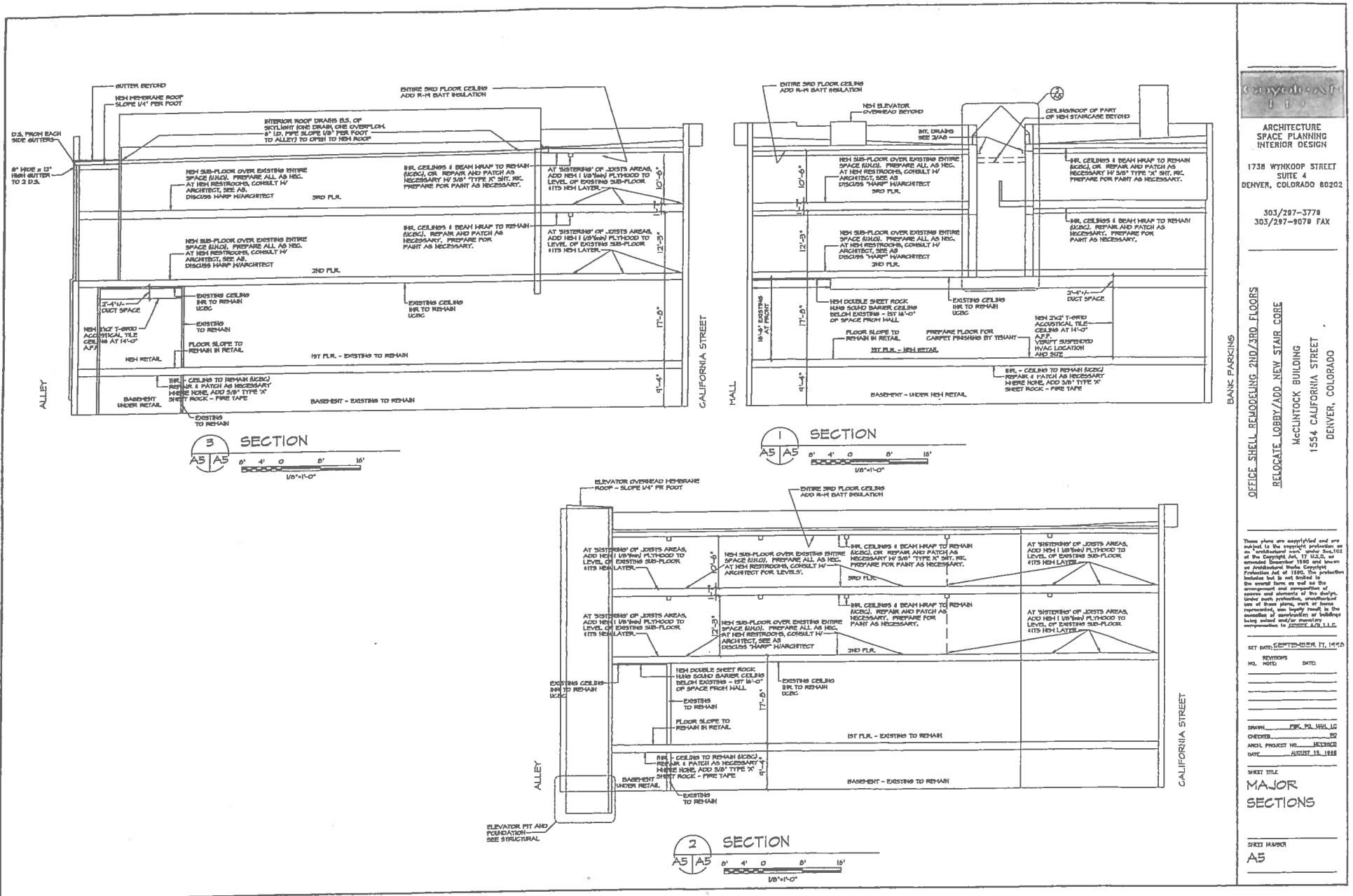
SET DATE SEPTEMBER 17, 1995

[illegible]

DRAWN BY _____ PRC 973441 LC
 CHECKED BY _____
 ARCH. PROJECT NO. _____
 DATE _____ AUGUST 18, 1988

SHEET TITLE
ROOF
PLAN
& DET'S

SHEET NUMBER
A4



DDDA Board Resolution
Development Project Description

Green Spaces Market

Project Summary: Green Spaces provides affordable space to local, unique, small retail and hospitality concepts, creative studios, non-profits, and event and workshop spaces. Green Spaces' current Marketplace, located in Five Points, houses over 20 local vendors. The project will activate over 14,000 square feet of vacant ground-floor space. Funds would be used to cover the cost of the lease and nearly \$1 million in tenant improvements and furniture, fixtures, and equipment (FFE). The project's small business tenants would receive lease terms below market rates. This investment project supports small, local, minority and women-owned businesses, enhancing diversity in the corridor and activates a currently vacant half-block with an estimated five-year impact of \$5 million.



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

City and County of Denver

2025 Building General Wage Decision

EXHIBIT F

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: September 11, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Wednesday, September 10, 2025**, and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including four stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

General Wage Decision No. CO20250020

Superseded General Decision No. CO20240020

Modification No. 9

Publication Date: 09/10/2025

(5 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on August 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis-Bacon classifications under \$18.81 to comply with the city's minimum wage.

General Decision Number: CO20250020 09/5/2025

Superseded General Decision Number: CO20240020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS

(Does not include single-family homes or apartments up to and including four stories.)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

MODIFICATION	PUBLICATION DATE NUMBER
0	01/03/2025
1	02/07/2025
2	03/07/2025
3	03/14/2025
4	05/16/2025
5	07/15/2025
6	07/19/2025
7	07/29/2025
8	08/20/2025
9	09/10/2025

ASBE0028-002 07/01/2024	RATES	FRINGES
ASBESTOS WORKER/HEAT & FROST INSULATOR – MECHANICAL (DUCT, PIPE & MECHANICAL SYSTEM INSULATION)	\$36.98	\$16.82

CARP0055-002 05/01/2025	RATES	FRINGES
CARPENTER (DRYWALL HANGING ONLY)	\$35.10	\$13.84

CARP1607-001 06/01/2025	RATES	FRINGES
MILLWRIGHT	\$42.50	\$19.02

ELEC0068-012 06/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES LOW VOLTAGE WIRING)	\$46.80	\$19.53

ELEV0025-001 01/01/2025	RATES	FRINGES
ELEVATOR MECHANIC	\$56.57	\$40.35

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2024 POWER EQUIPMENT OPERATOR (CRANE)	RATES	FRINGE
141 TONS AND OVER	\$39.80	\$15.20
50 TONS AND UNDER	\$35.78	\$15.20
51 TO 90 TONS	\$36.09	\$15.20
91 TO 140 TONS	\$37.34	\$15.20

IRON0024-010 11/01/2024	RATES	FRINGES
IRONWORKER, STRUCTURAL/ORNAMENTAL	\$39.21	\$12.79

IRON00847- 11/01/2024	RATES	FRINGES
IRONWORKER, REINFORCING	\$57.15	\$3.65

PAIN0079-006 08/01/2024	RATES	FRINGES
PAINTER (BRUSH, ROLLER, AND SPRAY; EXCLUDES DRYWALL FINISHING/TAPING)	\$27.41	\$11.56

PAIN0079-007 08/01/2024	RATES	FRINGES
DRYWALL FINISHER/TAPER	\$28.11	\$11.56

PAIN0419-001 06/01/2022	RATES	FRINGES
SOFT FLOOR LAYER (VINYL AND CARPET)	\$18.81	\$14.33

PAIN0930-002 07/01/2025	RATES	FRINGES
GLAZIER	\$37.26	\$13.15

PLUM0003-009 06/01/2025	RATES	FRINGES
PLUMBER (EXCLUDES HVAC DUCT, PIPE AND UNIT INSTALLATION)	\$47.23	\$21.68

PLUM0208-008 06/01/2024	RATES	FRINGES
PIPEFITTER (INCLUDES HVAC PIPE AND UNIT INSTALLATION; EXCLUDES HVAC DUCT INSTALLATION)	\$45.40	\$22.43

SFCO0669-002 04/01/2025	RATES	FRINGES
SPRINKLER FITTER (FIRE SPRINKLERS)	\$48.60	\$27.57

SHEE0009-004 07/01/2024	RATES	FRINGES
SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION; EXCLUDES HVAC PIPE AND UNIT INSTALLATION)	\$39.47	\$21.83

SUCO2013-006 07/31/2015	RATES	FRINGES
BRICKLAYER	\$21.96	\$0.00
CARPENTER: ACOUSTICAL CEILING INSTALLATION ONLY	\$22.40	\$4.85
CARPENTER: METAL STUD INSTALLATION ONLY	\$20.81	\$0.00
CARPENTER, EXCLUDES ACOUSTICAL CEILING INSTALLATION, DRYWALL HANGING, AND METAL STUD INSTALLATION	\$21.09	\$6.31
CEMENT MASON/CONCRETE FINISHER	\$20.09	\$7.03
LABORER: COMMON OR GENERAL	\$19.81	\$5.22
LABORER: MASON TENDER – BRICK	\$20.32	\$0.00
LABORER: MASON TENDER – CEMENT/CONCRETE	\$20.33	\$0.00
LABORER: PIPELAYER	\$19.86	\$3.68
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	\$20.78	\$5.78
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	\$20.10	\$3.89
OPERATOR: GRADER/BLADE	\$21.50	\$0.00
ROOFER	\$18.85	\$0.00
TRUCK DRIVER: DUMP TRUCK	\$18.97	\$0.00
WATERPROOFER	\$18.83	\$0.00

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Administrator Supplemental Rates

Specific to the Denver projects: Revision Date: 05/20/2025

CLASSIFICATION	BASE	FRINGE
BOILERMAKER	\$30.97	\$21.45
LABORER: CONCRETE SAW	\$18.90	\$0.00
PAPER HANGER	\$20.15	\$6.91

PLASTERER	\$32.55	\$13.00
PLASTER TENDER	\$18.81	\$0.00
TRUCK DRIVER: FLATBED	\$19.14	\$10.07
TRUCK DRIVER: SEMI	\$19.48	\$10.11

CLASSIFICATION: POWER EQUIPMENT OPERATOR	BASE	FRINGE
CONCRETE MIXER — LESS THAN ONE YD	\$23.67	\$10.67
CONCRETE MIXER – 1 YD AND OVER	\$23.82	\$10.68
DRILLERS	\$23.97	\$10.70
LOADER – UP TO AND INCLUDING SIX CU YD	\$23.67	\$10.67
LOADERS – OVER SIX CU YD	\$23.82	\$10.68
MECHANIC	\$18.81	\$0.00
MOTOR GRADER	\$23.97	\$10.70
OILERS	\$22.97	\$10.70
ROLLER	\$23.67	\$10.67

Go to www.DenverGov.org/Auditor to view the Prevailing Wage Clarification Document for complete list of classifications used.