

PERMANENT NON-EXCLUSIVE EASEMENT

[Storm Water Detention Vault]

This Permanent Non-Exclusive Easement ("Easement"), made 7th day of April, 2022 between Denver WTC Office Owner, a Colorado Limited Liability Company, whose address is 2724 Walnut Street, Denver, CO 80205 ("Grantor") and the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("City" or "Grantee")

For and in consideration of connection to city wastewater facilities and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantor agrees as follows:

1. The Grantor is the owner of the property commonly known as the WTC Development (the "Property"), described in Exhibit A attached hereto and incorporated herein, which will be served by a public and private storm sewer system which includes storm sewer, a permanent underground detention/water quality structure or vault with pumps and storm sewer outlet structures and pipes (collectively the "Facilities").
2. The Grantor hereby grants and conveys a permanent non-exclusive easement to the City under, in, upon, across and over the portion of the Property described in Exhibit B attached hereto and incorporated herein ("Easement Area"), for the purpose of maintaining, repairing, and servicing the Facilities if required as set forth herein, together with any and all rights of ingress and egress, necessary or convenient to the City to accomplish such purposes.
3. Subject to the provisions set forth herein, the Grantor is responsible for the maintenance and service of such Facilities to ensure conformance with all applicable plans and standards approved by the City.
4. The Grantor shall pay for and be responsible for all costs to construct, reconstruct, repair and maintain the Easement Area and all Facilities within the Easement Area to ensure conformance with all applicable plans and standards relating to the Facilities approved by the City. Except to the extent that the Easement Area or the Facilities may become property of the City through a subsequent conveyance, the City shall not be responsible for any construction, repairs, maintenance, cleaning, snow removal or other services on the Property, within the Easement Area or of the Facilities.
5. If, in the opinion of the City's Manager of the Department of Transportation and Infrastructure, Facilities are not properly maintained, constructed, repaired, or serviced by the Grantor, except as provided below with regard to cases of emergency, the City shall give notice to the Grantor and if maintenance, construction, repairs, servicing, or corrections are not made within thirty (30) days after Grantor's receipt of such written notice, the City is authorized, but not required, to make or have made maintenance, construction, repairs, servicing or corrections. If the City performs such maintenance, construction, repair, servicing or correction, the City shall charge

and collect the cost thereof from Grantor; provided, if there is more than one fee simple owner of the Easement Area, each such owner shall be jointly and severally liable to the City. However, in cases of emergency, as solely determined by the City's Manager of the Department of Transportation and Infrastructure, the City may choose to make immediate maintenance, servicing, repairs or corrections and to collect the cost thereof from the Grantor without notice.

6. The Grantor shall in no way consider or hold the City or its personnel liable for trespass in the performance of any of the maintenance, construction, repairing, servicing, correcting or other activities referred to herein.

7. Grantor 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 Easement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City. Grantor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Grantor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages. Subject to the provisions of this Section 7, Grantor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy. This defense and indemnification obligation shall survive the termination of this Easement.

8. This Easement shall run with title to the Property and shall be binding upon, jointly and severally, and shall inure to the benefit of, the parties hereto, their heirs, successors, or assigns in ownership of all or any portion of the Property.

9. This Permanent Non-Exclusive Easement shall be recorded in the Denver County real property records.

10. Notices required hereunder shall be in writing and shall be personally delivered or mailed by registered and certified United States mail, postage prepaid, return receipt requested to the following address, or at such other addresses that may be specified in writing:

If to City:	Manager of the Department of Transportation and Infrastructure
	201 W. Colfax, Department 608
	Denver, CO 80202

If to Grantor: Denver WTC Office Owner, LLC
 2724 Walnut Street
 Denver, CO 80205

11. All obligations of the City pursuant to this Easement, if any, are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Easement and paid into the Treasury of the City.

12. Grantor reserves to itself and its successors and assigns, all rights and privileges in and to the Easement Area not otherwise granted to the City hereunder, including the right to use the Easement Area for its own purposes so long as said use does not violate the terms hereof or any of the rights conveyed hereby.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the Grantor hereto has executed this Permanent Non-Exclusive Easement as of the day and year first above written.

GRANTOR(S):

Denver WTC Office Owner, LLC
A Colorado Limited Liability Company

BY: Denver WTC Office Owner, LLC

By: _____

Authorized Agent

SKAN CAMPBELL

By: _____

Authorized Agent

STATE OF COLORADO)

) ss.

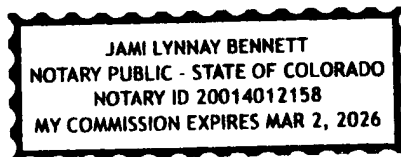
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 7 day of April, 2022 by Jami Bennett as Notary.

WITNESS my hand and official seal.

My commission expires: 3-2-2026

J Bennett
Notary Public



3655 Brighton Blvd
Address Denver CO 80216

**EXHIBIT A
LAND DESCRIPTION
SHEET 1 OF 2**

2019PM375-PNEE

A PORTION OF LOTS 35 TO 37, INCLUSIVE, TOGETHER WITH A PORTION OF LOTS 47 THROUGH 51, INCLUSIVE, TOGETHER WITH ALL OF LOTS 19 THROUGH 30, INCLUSIVE, TOGETHER WITH ALL OF LOTS 38 THROUGH 46, INCLUSIVE, AND TOGETHER WITH THE VACATED 16' ALLEY ADJOINING SAID LOT 19 THROUGH 22, INCLUSIVE (VACATION ORDINANCE 20200541, SERIES OF 2020 AS RECORDED UNDER RECEPTION NO. 2020107805 AND TOGETHER WITH THE VACATED 16' ALLEY ADJOINING SAID LOTS 23 THROUGH 42, INCLUSIVE, (VACATION ORDINANCE #336, SERIES OF 1964 RECORDED OCTOBER 5, 1964 IN BOOK 9316 AT PAGE 168) ALL IN BLOCK 24, RIVERSIDE ADDITION TO DENVER, AS RECORDED IN BOOK 1 AT PAGE 18 ON JANUARY 31, 1871 IN THE COUNTY OF ARAPAHOE CLERK AND RECORDER'S OFFICE (ARCHIVED WITH THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE), AND BEING LOCATED IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 19, THENCE S45°52'22"E ALONG THE NORTHEASTERLY LINE OF SAID LOT 19 AND THE SOUTHEASTERLY EXTENSION THEREOF, A DISTANCE OF 141.13 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 47 ALSO BEING THE EASTERLY LINE OF SAID 16' ALLEY;

THENCE CONTINUING S45°52'22"E ALONG THE SOUTHERLY LINE OF SAID LOT 47, A DISTANCE OF 2.00 FEET;

THENCE N44°54'00"E ON A LINE 2 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOTS 47 THROUGH 51, A DISTANCE OF 125.01 FEET TO THE MOST NORTHERLY LINE OF SAID LOT 51;

THENCE S45°52'22"E ALONG THE NORTHEASTERLY LINE OF SAID LOT 51, A DISTANCE OF 122.92 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 51;

THENCE S44°54'35"W ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 38 THROUGH 51, INCLUSIVE, A DISTANCE OF 350.03 FEET TO THE SOUTHERLY CORNER OF SAID LOT 38;

THENCE S59°47'12"W, A DISTANCE OF 77.89 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 35, FROM WHICH THE SOUTHERLY CORNER OF SAID LOT 35 BEARS S45°52'22"E, 20.00 FEET;

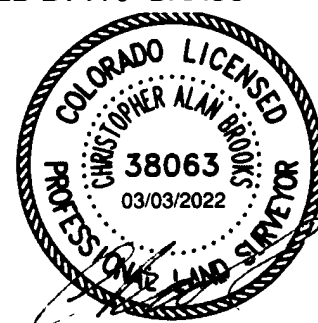
THENCE N45°52'22"W ALONG THE SOUTHWESTERLY LINE OF SAID LOT 35 AND THE NORTHWESTERLY EXTENSION THEREOF AND THE SOUTHWESTERLY LINE OF SAID LOT 30, A DISTANCE OF 246.02 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 30;

THENCE N44°54'35"E, ALONG THE NORTHWESTERLY LINES OF SAID LOTS 19 THROUGH 30, INCLUSIVE, A DISTANCE OF 300.03 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 19 AND **THE POINT OF BEGINNING**.

BASIS OF BEARINGS: THE 19.5' RANGE LINE WITHIN BLAKE STREET MONUMENTED BY A 3" BRASS CAP IN A RANGE BOX STAMPED PLS 36053 AT THE SOUTHWEST END AND BY A 2" REBAR IN A RANGE BOX AT THE NORTHEAST END AND IS ASSUMED TO BEAR N44°54'35"E.

CONTAINING CONTAINS 94,421 SQUARE FEET OR 2.168 ACRES, MORE OR LESS.

CHRISTOPHER BROOKS, COLORADO PLS 38063
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.



2 OF 2

2019 PM 375-PNEE

**EXHIBIT B
LAND DESCRIPTION
SHEET 1 OF 2**

A PORTION OF LOTS 25 TO 27, INCLUSIVE, TOGETHER WITH A PORTION OF LOTS 37 TO 40, INCLUSIVE, TOGETHER WITH THE VACATED 16' ALLEY ADJOINING SAID LOTS 25 TO 27 AND LOTS 37 TO 40, INCLUSIVE, (VACATION ORDINANCE NO. 336, SERIES OF 1964 RECORDED OCTOBER 5, 1964 IN BOOK 9316 AT PAGE 168, ALL IN BLOCK 24, RIVERSIDE ADDITION TO DENVER, AS RECORDED IN BOOK 1 AT PAGE 18 ON JANUARY 31, 1871 IN THE COUNTY OF ARAPAHOE CLERK AND RECORDER'S OFFICE (ARCHIVED WITH THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE), AND BEING LOCATED IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 40, SAID BLOCK 24, ALSO BEING THE NORTHWESTERLY RIGHT OF WAY OF WALNUT STREET; THENCE S44°54'35"W ALONG SAID NORTHWESTERLY RIGHT OF WAY, A DISTANCE OF 19.89 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHWESTERLY RIGHT OF WAY S44°54'35"W, A DISTANCE OF 55.11 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 37;
THENCE S59°47'12"W, FOR 4.13 FEET;
THENCE N45°05'25"W, FOR 38.69 FEET;
THENCE N44°54'35"E, FOR 26.72 FEET;
THENCE N45°05'25"W, FOR 119.40 FEET;
THENCE N44°54'35"E, FOR 12.00 FEET;
THENCE N45°05'25"W, FOR 106.85 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 26, ALSO BEING THE SOUTHEASTERLY RIGHT OF WAY OF BLAKE STREET, FROM WHENCE THE MOST NORTHWESTERLY CORNER OF SAID LOT 26 BEARS S44°54'35"W, 13.35;
THENCE N44°54'35"E ALONG SAID SOUTHEASTERLY RIGHT OF WAY, FOR 35.39 FEET;
THENCE S45°05'25"E, FOR 55.20 FEET;
THENCE S44°54'35"W, FOR 14.95 FEET;
THENCE S45°04'32"E, FOR 210.80 FEET TO THE **POINT OF BEGINNING**.

BASIS OF BEARINGS: THE 19.5' RANGE LINE WITHIN BLAKE STREET MONUMENTED BY A 3" BRASS CAP IN A RANGE BOX STAMPED PLS 36053 AT THE SOUTHWEST END AND BY A 2" REBAR IN A RANGE BOX AT THE NORTHEAST END AND IS ASSUMED TO BEAR N44°54'35"E.

CONTAINING AN AREA OF 9,227 SQUARE FEET OR 0.2118 ACRES, MORE OR LESS.

CHRISTOPHER BROOKS,
COLORADO PLS 38063
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.



Exhibit B

SHEET 2 OF 2

2019 PM 375 - PNEE

FOUND 3-1/4" ALUMINUM CAP
IN RANGE BOX, STAMPED
LUCCHETTI SURVEYING
PLS 38063

0 40 80
SCALE: 1"=80'
U.S. SURVEY FEET

FOUND 2" REBAR IN RANGE BOX

BASIS OF BEARINGS
N44°54'35"E

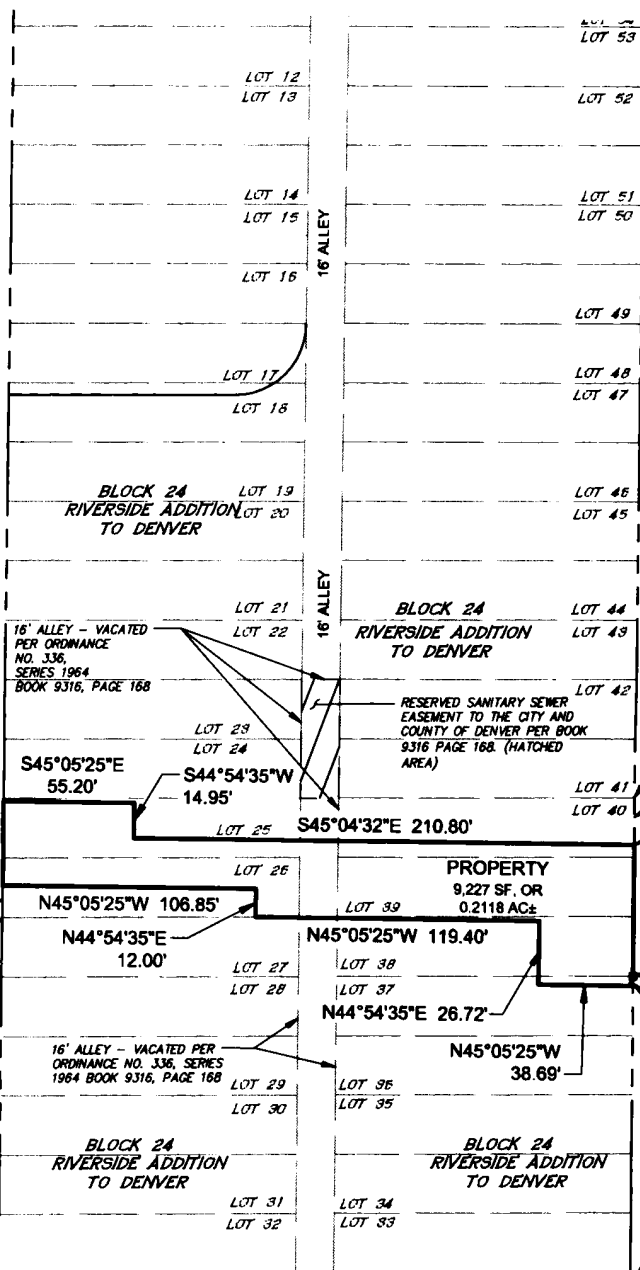
19.5' RANGE LINE

BLAKE STREET
(80' PUBLIC ROW)

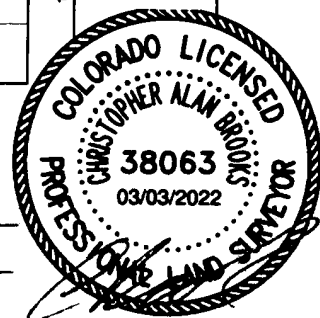
N44°54'35"E
35.39'

S44°54'35"W
13.35'

MOST WESTERLY
CORNER LOT 27



FOUND 3" BRASS CAP IN
RANGE BOX
STAMPED LUCCHETTI
SURVEYING PLS 38063



General Note:

This description does not represent a monumented survey. It is intended only to describe the attached exhibit.

Farnsworth
GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

FORMATIVCO
3860 BLAKE STREET
ILLUSTRATION

Project No: 0161212.10
Book No:
Drawn by: JAN
Reviewed: CAB
Date: 2020.05.08

2 OF 2