

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Vitamin Cottage Chalet, LLC, a Colorado limited liability company, whose address is 12612 West Alameda Parkway, Lakewood, Colorado 80228 of the County of Jefferson, State of Colorado hereinafter sometimes referred to as "Grantor", for and in consideration of One Dollar (\$1.00), receipt of which is acknowledged, and the prospective benefits to be derived by reason of the locating, establishing and constructing drainage facilities for water and sewage under the supervision of and for the City and County of Denver, and other good and valuable considerations in hand paid, do hereby grant, convey and release to the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, its successors and assigns, sometimes hereinafter referred to as the "City" or "Grantee", an exclusive and perpetual easement and right-of-way for drainage facilities for water and sewage across lands owned by Grantor, and situated in the City and County of Denver, State of Colorado.

Grantor hereby grants to Grantee the perpetual right to enter, re-enter and use the hereinafter described easement to locate, construct, inspect, operate, maintain, repair, remove, replace, relocate and reconstruct underground drainage facilities for water and sewage, including surface appurtenances thereto (such as manholes), into, within, over, upon, across, through and under the parcel of land for which the easement and right-of-way is hereby granted, and said parcel of land is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

The Grantor hereby warrants that Grantor has full right and lawful authority to make the grant herein contained and that Grantor has fee simple title to the land over which said easement is granted, and more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Land").

Land owned by Grantor as described by deed recorded in the records of the City and County of Denver on September 9, 1998, at Reception No. 9800150305.

The interest granted to the City herein shall specifically include any after acquired rights of Grantor in the subject property, to the extent of the specified easement rights herein stated.

If ingress to and egress from the parcel of land for which an easement is hereby granted from and to a public road or highway is not available, the Grantor grants to Grantee the right of ingress to and egress from said parcel over and across the land owned by Grantor by means of roads and lanes thereon, if such exist, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of said land which is isolated from the strip by any public road or highway now crossing or hereafter crossing said land; and provided further, that if any portion of said land is or shall be subdivided and dedicated roads or highways on such portion

F:\DOC\821\101327.1

VITAMIN COTTAGE SANITARY SEWER PROJECT NO. \_\_\_\_\_ WMD NO. 0523.02-SE

STORM SANITARY  
LEFT PAUSE / CAP. HILL

APPROVED FOR RECORDING  
ASSET MGMT. T.C.

5-28-99  
City Attorney's Office

shall extend to the strip, the right of ingress and egress on that portion shall be confined to such dedicated roads and highways.

Grantor further grants to Grantee the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the strip and to trim and to cut down and clear away any trees on either side of the strip which now or hereafter in the opinion of Grantee may be a hazard to the said facilities, or appurtenances thereto, or may interfere with the exercise of Grantee's rights hereunder; provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be removed by Grantee.

Grantor releases the City and County of Denver from any and all claims for damages arising in any way or incident to the construction and/or maintenance by Grantor, or his agents, of the said facilities across the described land.

**RESERVING**, however, to the Grantor and its successors in interest and assigns the right to use and enjoy the above-described premises, **PROVIDING** such use and enjoyment shall not interfere with the installation, construction, maintenance, repair, inspection, and operation of said facilities installed or permitted to be installed by the City and County of Denver, and **PROVIDING FURTHER** that the Grantor shall not erect or place any building, tree or other obstruction on the above-described easement and right-of-way other than (i) mechanical equipment for heating, ventilating and air conditioning for the building to be constructed on the Land (collectively, the "HVAC Equipment"); (ii) screening to be placed around the HVAC Equipment as required by the City and County of Denver; and (iii) the retaining wall contemplated to be constructed within the easement area hereby granted (the "Retaining Wall"). The City shall not be liable for the removal of any obstructions within the easement area if such obstructions are required to be removed by the City; provided, that, the City shall repair any damage caused by the City to pavement or concrete walkways to its original condition. The City agrees to give Grantor reasonable prior notice of any work which may result in damage to, or the removal of, the HVAC Equipment or the Retaining Wall and the City shall use reasonable efforts to occasion the least practical damage to the HVAC Equipment and the Retaining Wall and inconvenience to Grantor.

Signed and delivered this 2<sup>nd</sup>, day of April, 1999.

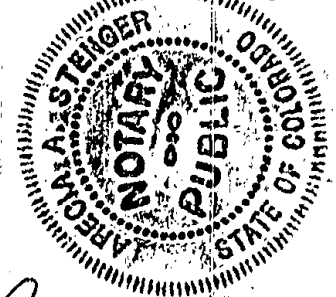
Grantor:  
VITAMIN COTTAGE CHALET, LLC, a Colorado  
limited liability company

By Kemper Isely  
Kemper Isely, Manager

STATE OF COLORADO )  
                                  )  
CITY OF LAKEWOOD )  
                                  )  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of April, 1999,  
by Kemper Isely as manager of Vitamin Cottage Chalet, LLC, a Colorado limited liability  
company.

My Commission Expires June 26, 2001



Gretchen A. Stenger  
Notary Public

**EXHIBIT A**

**Description of Easement Area**

A STRIP OF LAND, BEING 7 ½ FEET IN WIDTH, THE WESTERLY LINE OF WHICH IS PARALLEL AND COINCIDENT WITH THE EASTERLY BOUNDARY LINE OF THAT CERTAIN VACATED 15 FOOT WIDE ALLEY AS REFERRED TO IN THE CITY AND COUNTY OF DENVER'S ORDINANCE NO. 359, SERIES OF 1983, RECORDED ON JUNE 29, 1983, IN BOOK 2837, AT PAGE 370, LYING WITHIN THE REAL PROPERTY AS DESCRIBED IN EXHIBIT B (DESCRIPTION OF LAND) ATTACHED HERETO, AND SITUATED WITHIN THE NORTHWEST QUARTER OF SEC. 18, T4S, R67W OF THE 6<sup>TH</sup> P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO.

**EXHIBIT B**

**Description of Land**

**A PARCEL OF LAND LYING WITHIN THE NORTHWEST QUARTER OF SEC. 18, T4S, R67W OF THE 6<sup>TH</sup> P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THAT PART OF LOT 31, LYING NORTH OF COUNTY ROAD NO. 13 (A/K/A LEETSDALE DRIVE), AND ALL OF LOTS 32 TO 44, INCLUSIVE, BLOCK 16, SOUTH CAPITOL HILL;**

**TOGETHER WITH THAT PART OF VACATED SOUTH GLENCOE STREET ADJOINING THE EASTERLY LINE OF SAID LOTS, VESTED IN THE OWNER OF SAID LOTS BY VIRTUE OF ORDINANCE NO. 434, SERIES OF 1979, RECORDED ON OCTOBER 2, 1979, IN BOOK 2019, AT PAGE 206, IN THE RECORDS OF THE CITY AND COUNTY OF DENVER;**

**AND TOGETHER WITH THE EAST HALF OF THE VACATED ALLEY ADJOINING THE WESTERLY LINE OF SAID LOTS, VESTED IN THE OWNER OF SAID LOTS BY VIRTUE OF ORDINANCE NO. 359, SERIES OF 1983, RECORDED ON JUNE 29, 1983, IN BOOK 2837, AT PAGE 370, IN THE RECORDS OF THE CITY AND COUNTY OF DENVER.**