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Page: 1 of 7
04/30/2014 02:08 PM R $0.00 D $0.00
City & County of Denver EAS

Asset Mgmt. #: 14-068

Asset Management Date: 4-30-14

Approved

Project Description: Row Colfax & Corona Colfax Market Place

PERMANENT EASEMENT

THIS PERMANENT EASEMENT, made this 6TH day of MARCH, 2014 between **SSP Colfax Marketplace LLC,** a Colorado limited liability company, c/o Slipstream Properties, whose legal address is 4701 E. Mississippi Ave. Glendale, CO 80246, ("Grantor") and the **CITY AND COUNTY OF DENVER,** a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("City" or "Grantee").

WITNESSETH:

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has this day bargained and sold and by these presents does hereby bargain and sell and transfer and convey to the Grantee, its successors and assigns, an exclusive and perpetual right to enter upon the lands hereinafter described to locate, construct, inspect, operate, maintain, repair, remove, replace, relocate and reconstruct facilities for storm water and sewage and other uses, including related underground and surface facilities and appurtenances thereto ("Improvements"), into, within, over, upon, across, through and under the following described parcel of land ("Property"):

See Exhibit(s) A and B
Attached and incorporated by this reference

To have and hold such permanent easement unto the Grantee and unto its successors and assigns forever.

The Grantor warrants and covenants with the Grantee that it is lawfully seized and possessed of the Property, and that it has a good and lawful right to grant this permanent easement in the Property and there are no other known interests in the Property that could impair the rights granted by this easement. Grantor further covenants and agrees that no building, structure, wall, fence, tree, irrigation system, utility installation or other above or below ground obstruction that may interfere with the purposes for which this easement is granted is now or may be placed, erected, installed or permitted upon the Property. Grantee shall also have the right to trim or remove trees, bushes, undergrowth and other obstructions on or adjacent to the Property interfering with or presenting a hazard to the location, construction, inspection, operation, maintenance, repair, removal, replacement, relocation and reconstruction of the Improvements.

Grantor agrees that in the event the terms of this easement are violated, that such violation shall immediately be corrected by the Grantor upon receipt of written notice from the Grantee, or the Grantee may itself elect to correct or eliminate such violation at the Grantor's expense. In the event Grantee repairs, reconstructs, maintains or services the Improvements, the Grantor shall promptly reimburse the Grantee for any costs or expenses incurred by the Grantee in enforcing the terms of this easement.

The Grantor grants to the Grantee the right of ingress to and egress over and across adjacent lands owned by Grantor by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor, for the purpose of locating, constructing, inspecting, operating, maintaining, repairing, removing, replacing, relocating and reconstructing Improvements.

Grantor releases the Grantee from any and all claims for damages arising in any way or incident to the construction, reconstruction, repair, replacement, and/or maintenance by the Grantee, or its agents, of the Improvements within of the Property.

Grantor, its successors and assigns, may use the Property in any lawful manner that will not interfere with and is consistent with the easement granted herein. The Grantee, to the extent practicable, agrees to restore landscaping on the Property to a condition similar to what it was prior to the Grantee's activities, except as necessarily modified to accommodate the Improvements. All obligations of the Grantee are subject to prior appropriation of monies expressly made by City Council and paid into the Treasury of the City.

Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable State or federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver District Court in the City and County of Denver, Colorado.

Grantor shall indemnify, defend and hold harmless the Grantee from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising from the condition of the Property, including the existence of any hazardous material, substance or waste.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants herein shall apply to and run with the land.

"GRANTOR"

Signed and delivered this 6TH day of MARCH, 20 14.

GRANTOR: **SSP Colfax Marketplace LLC**

By: _____
Printed Name: Peter A Eklund
Title: Principal

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 6TH day of MARCH, 20 14, by PETER A EKLUND as PRINCIPAL of **SSP Colfax Marketplace LLC**, a Colorado limited liability company.

My commission expires: MAY 20, 2015

WITNESS my hand and official seal. _____
Notary Public

DEBRA R WYLLIE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994006961
MY COMMISSION EXPIRES 05/20/2015

_____ Project No. _____ File No. _____

DESCRIPTION EXHIBIT "A"

SITUATED IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO.

TWO PARCELS OF LAND BEING A PORTION OF LOTS 1 THROUGH 6, BLOCK 104, BREWER'S ADDITION TO THE CITY OF DENVER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION PARCEL A

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, SAID BLOCK 104;
THENCE NORTH 00°10'37" EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 3.02 FEET;
THENCE SOUTH 89°13'45" EAST, A DISTANCE OF 125.17 FEET TO A POINT ON THE EAST LINE OF LOT 5, SAID BLOCK 104;
THENCE SOUTH 00°13'10" WEST ALONG SAID EAST LINE, A DISTANCE OF 2.92 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5;
THENCE NORTH 89°16'23" WEST, A DISTANCE OF 125.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 372 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PARCEL B

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, SAID BLOCK 104;
THENCE SOUTH 89°16'23" EAST ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 125.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 6;
THENCE SOUTH 00°12'36" WEST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 3.08 FEET;
THENCE NORTH 89°13'45" WEST, A DISTANCE OF 125.16 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6;
THENCE NORTH 00°10'37" EAST ALONG SAID EAST LINE, A DISTANCE OF 2.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 379 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF LOT 1, BLOCK 104, BREWER'S ADDITION TO THE CITY OF DENVER, RECORDED MARCH 23, 1887, ASSUMED TO BEAR NORTH 00°10'37" EAST.

PREPARED BY: AARON MURPHY, PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300

COLORADO LICENSED AARON MURPHY 38162 1-22-14 PROFESSIONAL LAND SURVEYOR

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ISSUE DATE: 05-31-13	
DATE	REVISION COMMENTS
7-15-13	PER COMMENTS
8-7-13	PER COMMENTS

COLFAX MARKETPLACE

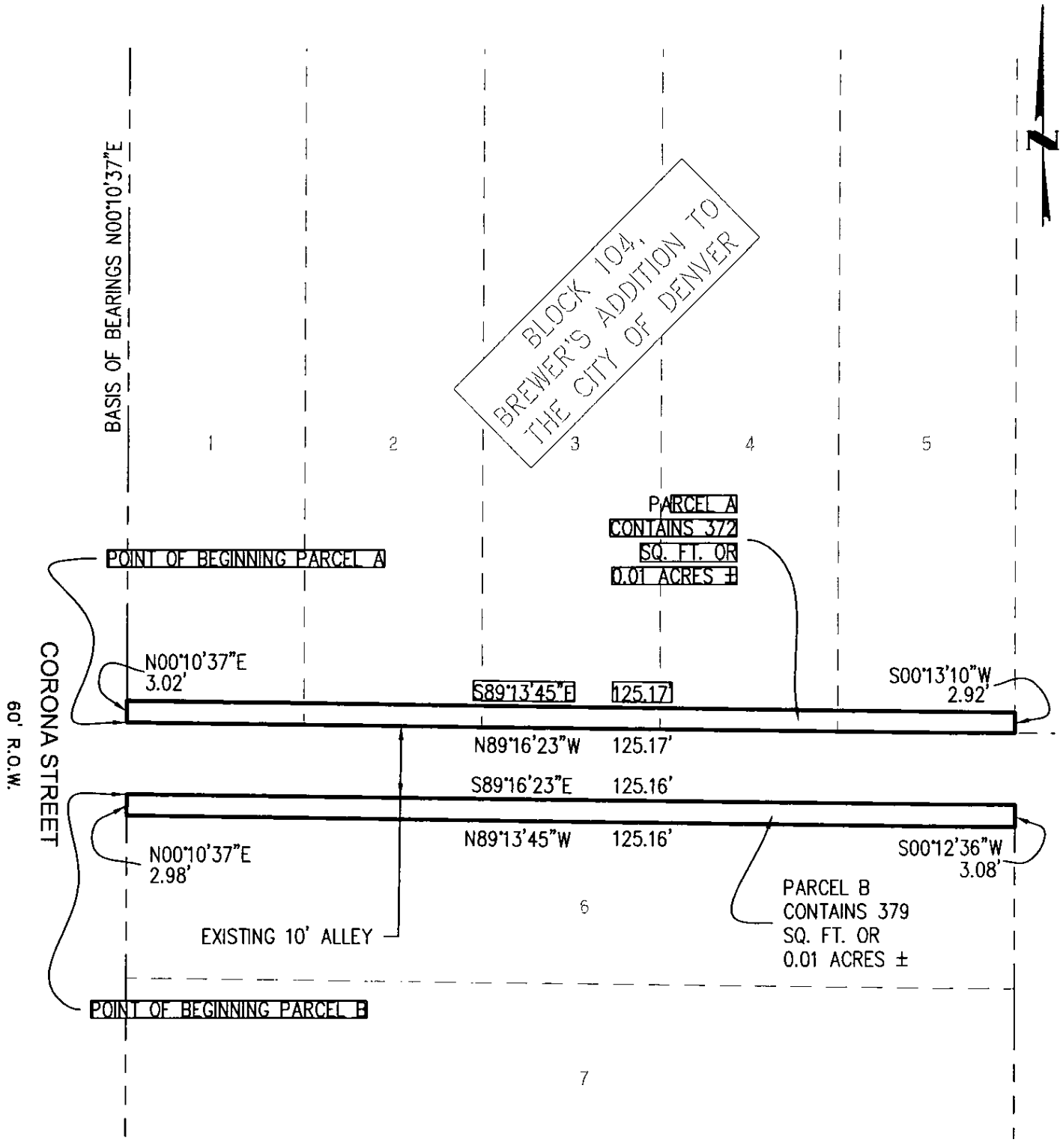
UTILITY EASEMENT DESCRIPTION

HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303-623-6300 F: 303-623-6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: KDW
JOB NUM: 130312
SHEET NO. 1 OF 2

EXHIBIT

SITUATED IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO.



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

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

FILEPATH: P:\130312\SURVEY\EX415.DWG LAYOUT: W UTIL ESMT EXHIBIT
PLOTTED: WED 9/25/13 4:09:34P BY: AARON MURPHY

ISSUE DATE: 05-31-13	
DATE	REVISION COMMENTS
7-15-13	PER COMMENTS
8-7-13	PER COMMENTS

COLFAX MARKETPLACE

UTILITY EASEMENT EXHIBIT

HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303-623-6300 F: 303-623-6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: KDW
JOB NUM: 130312
SHEET NO.
2
2 OF 2

DESCRIPTION EXHIBIT "B"

SITUATED IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO.

A PARCEL OF LAND BEING A PORTION OF LOTS 13 THROUGH 17, BLOCK 37, PARK AVENUE ADDITION TO DENVER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A THE SOUTHEAST CORNER OF THE WEST 17 FEET OF SAID LOT 13, BLOCK 37, SAID POINT BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF AN EXISTING 10-FOOT ALLEY AND THE WEST RIGHT-OF-WAY LINE OF DOWNING STREET;
THENCE NORTH 89°35'57" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 117.07 FEET;
THENCE NORTH 00°13'10" EAST, A DISTANCE OF 1.50 FEET;
THENCE NORTH 45°18'36" EAST, A DISTANCE OF 6.35 FEET;
THENCE SOUTH 89°35'57" EAST, A DISTANCE OF 112.57 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID DOWNING STREET;
THENCE SOUTH 00°14'37" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 692 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE WEST RIGHT-OF-WAY LINE OF DOWNING STREET, ASSUMED TO BEAR NORTH 00°14'37" EAST.

PREPARED BY: AARON MURPHY
PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300

COLORADO LICENSED AARON MURPHY 38162 1-22-14 PROFESSIONAL LAND SURVEYOR

FILEPATH: P:\130312\SURVEY\EASTS.DWG LAYOUT: UTIL ESMT EAST DESC
XREF: None
PLOTTED: WED 01/22/14 4:09:47P BY: AARON MURPHY

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

ISSUE DATE: 12-3-13	
DATE	REVISION COMMENTS

COLFAX MARKETPLACE

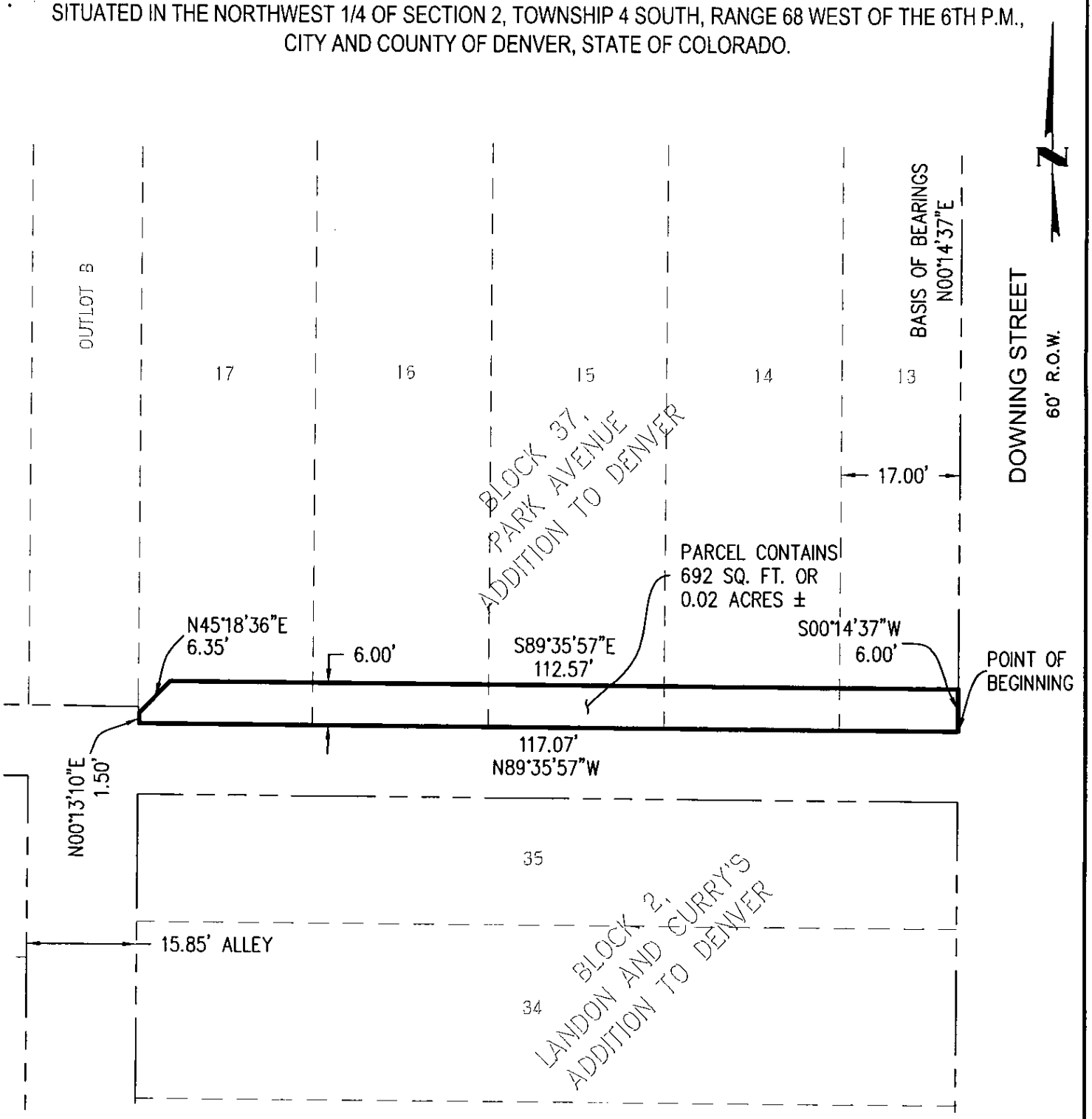
EAST UTILITY EASEMENT DESCRIPTION

HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303-623-6300 F: 303-623-6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: AWM
JOB NUM: 130312
SHEET NO. 1 OF 2

EXHIBIT

SITUATED IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO.



20 0 20 40

SCALE: 1"= 20'

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

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ISSUE DATE: 12-3-13	
DATE	REVISION COMMENTS

COLFAX MARKETPLACE

EAST UTILITY EASEMENT EXHIBIT

HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
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P: 303-623-6300 F: 303-623-6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: AWM
JOB NUM: 130312
SHEET NO 2
2 OF 2