After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202
Project Description: 3800 Blake Street (WTC)
Asset Mgmt No.: 20-103

12/16/2020 08:32 AM R $0.00
City & County of Denver EAS

2020211335
Page: 1 of 5
D $0.00

TEMPORARY ACCESS EASEMENT FOR RIGHT-OF-WAY

THIS TEMPORARY ACCESS EASEMENT FOR RIGHT OF WAY ("Easement"), is made by and between **DENVER WTC OFFICE OWNER, LLC**, a Delaware limited liability company whose address is 2724 Walnut Street, Denver, CO 80205 ("Grantor") and the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and a home rule city ("Grantee" or "City");

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold and by these presents does bargain and sell and convey and transfer and deliver unto the Grantee a temporary easement, including the right to enter upon the lands hereinafter described at all times to construct, reconstruct, maintain, service, operate, use, and repair as right-of-way, including without limitation traffic control devices, street lights, landscaping, utilities, sidewalks and any necessary appurtenances thereto and to the right-of-way ("Improvements"), upon, over, through and across the lands hereinafter described, together with the right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use, and maintenance of said Improvements. Nothing herein shall require the City to construct, reconstruct, maintain, service or repair any of the Improvements.

The Easement granted herein is located in the City and County of Denver, State of Colorado, and is over, across, under, below and through the land described as follows ("Property"):

SEE EXHIBIT A
ATTACHED HERETO AND INCORPORATED HEREIN

To have and hold such Easement unto the Grantee and unto its successors and assigns forever, or until the Easement shall terminate at such time that the City's Department of Transportation and Infrastructure ("DOTI") records a Notice of Completion upon DOTI inspector verification that the walkway and ramp is removed, which is part of DOTI Project Number 2019PM0000375 applicable to the Property.

The Grantor does hereby covenant 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 Easement in the Property. Grantor further covenants and agrees that no new building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Easement is granted may be placed, erected, installed or permitted upon the Property without written authorization from DOTI. Grantor further agrees that in the event the terms of this Easement are violated, such violation shall immediately be corrected by the Grantor upon receipt of written notice from the City, or the City may itself elect to correct or eliminate such violation at the Grantor's expense. The Grantor shall promptly reimburse the City for any costs or expenses incurred by the City in enforcing the terms of this paragraph.

Grantor further understands and agrees that with respect to the Property, all laws, ordinances, and regulations pertaining to streets, sidewalks, and public places shall apply so that the public use of the Improvements and the Property is consistent with the use and enjoyment of any dedicated public right-of-way.

The Grantor further 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 constructing, repairing, maintaining and operating the Improvements.

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 Easement 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 City from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising from the environmental 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and official seals on this 14 day of September, 2020.

DENVER WTC OFFICE OWNER, LLC,
a Delaware limited liability company

By: Denver WTC Office Holdings, LLC,
a Delaware limited liability company
its Sole Member

By: WTC Denver GP LLC,
a Delaware limited liability company,
its Administrative Member

By: _____
Name: Joshua Patinkin
Title: Authorized Signatory

STATE OF ~~COLORADO~~ ILLINOIS
) ss.
COUNTY OF ~~DENVER~~ COOK)

The foregoing instrument was acknowledged before me this 14th day of September, 2020, by JOSHUA PATINKIN as Authorized Signatory of WTC Denver GP LLC, a Delaware limited liability company, as Administrative Member of Denver WTC Office Holdings, LLC, a Delaware limited liability company, as Sole Member of Denver WTC Office Owner, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires: 2/19/22

"OFFICIAL SEAL"
DIANA L DIETZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/19/2022

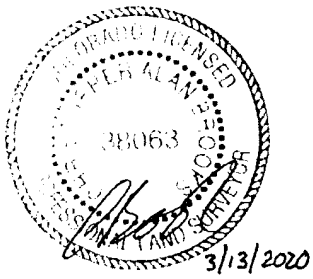
_____
Notary Public

Exhibit A
Sheet 1 of 2
Land Description

A STRIP OF LAND LOCATED WITHIN LOTS 29 AND 30, BLOCK 24 RIVERSIDE ADDITION.

MORE PARTICULARLY DESCRIBED AS THE NORTHWESTERLY 5.00 FEET OF THAT PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2002 AT RECEPTION NO. 0000114745 IN THE RECORDS OF THE CLERK AND RECORDER, CITY AND COUNTY OF DENVER, STATE OF COLORADO, ALSO DESCRIBED AS THE NORTHWEST 5' OF LOTS 29 AND 30, BLOCK 24, EXCEPT THE NORTHEAST 4' OF LOT 29.

THE ABOVE DESCRIBED PARCEL CONTAINS 230 SQUARE FEET OR 0.005 ACRES, MORE OF LESS.



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

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
LAND DESCRIPTION

Project No:	0161212
Book No:	
Drawn by:	JAN
Reviewed:	CAB
Date:	2020.03.13

1 OF 2

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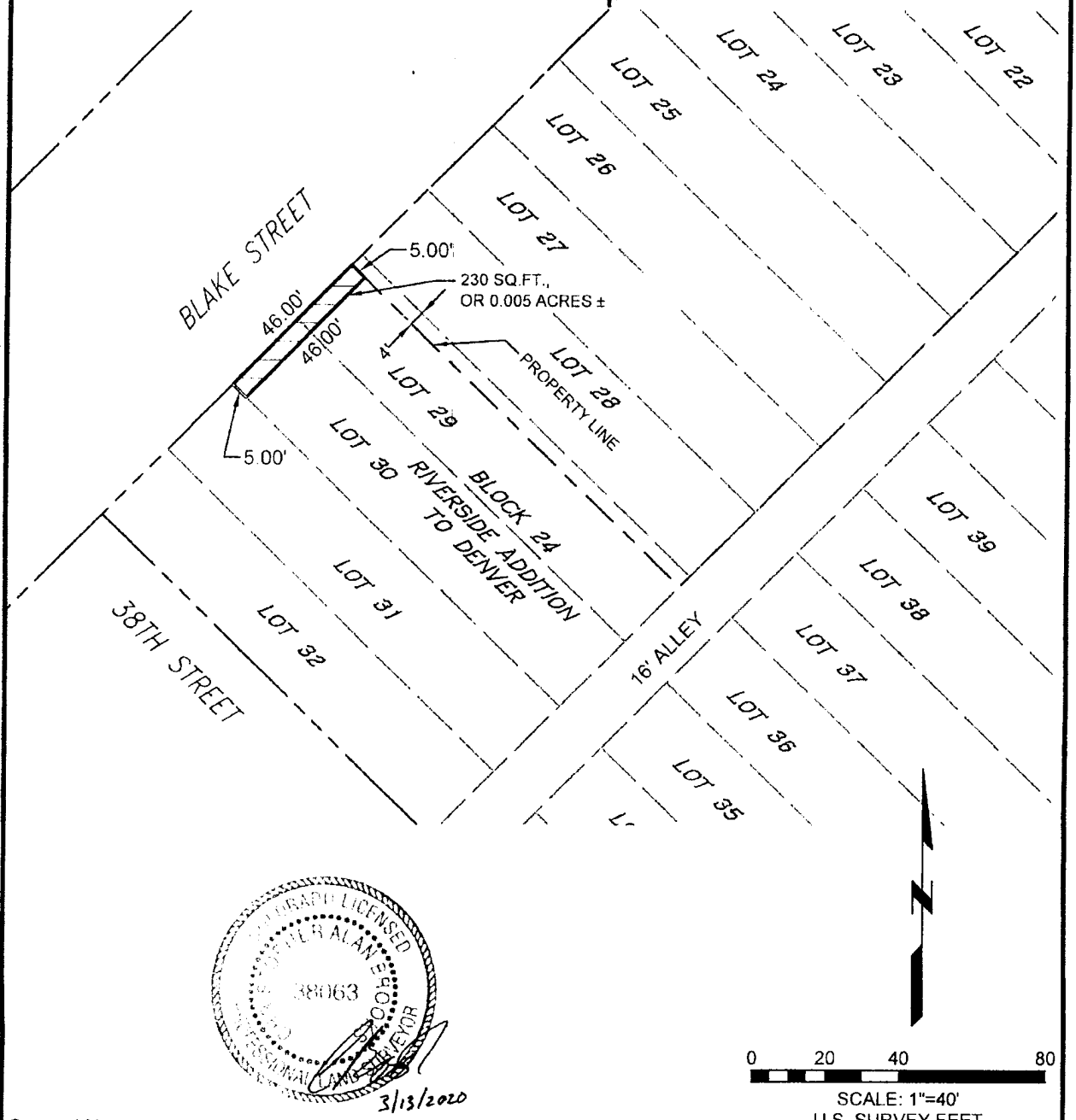
Exhibit A
Sheet 2 of 2
Land Description



38063
3/13/2020

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2 OF 2

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