

WHEN RECORDED RETURN TO:

Tina Lashbrook
Trammell Crow Company
1225 17th Street, Suite 3175
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

PERMANENT NON-EXCLUSIVE EASEMENT

(1710 Platte Street Fire Access, Trail and Water Treatment Facilities)

THIS PERMANENT NON-EXCLUSIVE EASEMENT (“**Easement Agreement**”) is granted by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado whose address is 1437 Bannock Street, Denver, Colorado 80202, (“**Grantor**” or “**Owner**”) to **1710 PLATTE ASSOCIATES, LLC**, a Colorado limited liability company (“**Grantee**”), whose address is 1225 17th St., Suite 3175, Denver, Colorado 80202, and shall be effective as of the date of the Grantor’s signature.

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, Grantor does hereby sell, convey, transfer, and deliver to the Grantee and its successors and assigns the following easements: (a) an easement for building egress from and fire and emergency vehicle access to the building (“**1710 Platte Building**”) constructed on the Grantee Property (defined below)(“**Fire Egress/Access Easement**”), (b) an easement for access, ingress and egress in, on, over and through the Easement Area as necessary to maintain the dewatering system located on the Easement Area, which such dewatering system shall be deemed a Permanent Improvement as defined in this Easement Agreement (“**Dewatering Easement**”), and (c) an easement for access, ingress and egress in, on, over and through the Easement Area as necessary for the purpose of reconstruction, repair and maintenance of certain improvements (“**Maintenance Easement**” and together with the Fire Egress/Access Easement and Dewatering Easement, the “**Easement**”), including but not limited to all hardscape and landscape areas and any private utilities such as water and electric, and underground drainage piping (collectively, the “**Permanent Improvements**”), upon, over, across, and through the real property located in the City and County of Denver and legally described in **Exhibits A and B**, and depicted on **Exhibit C**, which such exhibits are attached hereto and incorporated herein (collectively, the “**Easement Area**”). Grantee owns that certain real property located immediately adjacent to the Easement Area, which such real property is legally described on **Exhibit D**, attached hereto and incorporated herein by this reference (“**Grantee Property**”).

The Permanent Improvements were constructed by Grantee within the Easement Area pursuant to a Temporary Construction License Agreement for Crane Rights, Construction Staging, Construction Shoring and Trail construction, approved by resolution of the Denver City Council, recorded in the Denver County real property records on July 13, 2016 at Reception No. 2016092330 (“**Temporary License**”). Reconstruction, repair and maintenance of the Permanent Improvements shall be performed by Grantee to at least the same standard as Denver Parks and Recreation maintenance standards (“**Maintenance Standard**”). Nothing

herein shall require the City to construct, reconstruct, maintain, service or repair the Permanent Improvements. Grantee shall notify Grantor of any necessary reconstruction, repair and/or maintenance of the Permanent Improvements at least 15 days prior to beginning work, or as soon as practicable if the work to be performed is due to an emergency.

The Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the Easement Area, and that it has a good and lawful right to grant this Easement Agreement in the Easement Area. Grantor further agrees that in the event the terms of this Easement are violated by Grantee and Grantor's request for cure of such violation is reasonable in terms of scope of any correction and consistent with the Maintenance Standard, such violation shall be corrected by the Grantee not later than ten (10) business days after receipt of written notice from the Grantor ("**Cure Period**"); provided, however, if the nature of such violation or breach is such that it cannot reasonably be cured within the Cure Period, but Grantee has commenced such cure and is diligently prosecuting such cure to completion, Grantor may not exercise any remedies hereunder or available at law or in equity in association with such violation. If Grantee fails to cure any such violation in accordance with the foregoing sentence, Grantor shall deliver a second notice alleging any such breach with specificity, Grantee shall have five (5) business days ("**Second Cure Period**") to commence cure of the alleged violation, and if Grantee fails to commence such cure prior to expiration of the Second Cure Period, the Grantor may itself elect to correct or eliminate such violation at the Grantee's expense ("**Grantor Self Help Right**"). The Grantee shall reimburse the Grantor for any actual costs or expenses incurred by the Grantor (documented by paid invoices to third parties or documented expenditure of internal costs (collectively, the "**Cost Evidence**")) in enforcing the Grantor Self Help Right not later than sixty (60) days after receipt of the Cost Evidence.

All notices required by the terms of the 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 Grantee at the address first above written, and if to the City at:

Executive Director of Denver Parks and Recreation
Denver Parks and Recreation
201 West Colfax Ave., Dept. 601
Denver CO 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.

Grantee further understands and agrees that with respect to the Easement Area, all laws,

ordinances, and regulations pertaining to streets, sidewalks, and public places shall apply so that the public use of the Permanent Improvements and the Easement Area is consistent with the use and enjoyment of any dedicated public right-of-way and/or open space.

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 Permanent Improvements if deemed necessary by Grantee. Notwithstanding the foregoing, nothing contained herein shall prohibit Grantor from construction, reconstruction, repair, maintenance, and operation of City improvements (whether currently existing or hereafter installed) on adjacent lands owned by Grantor, or within the Easement Area, as long as such construction, reconstruction, repair, maintenance and operation is not inconsistent with the rights granted to Grantee under this Easement Agreement.

Grantee covenants and agrees, at its expense, to release, pay, indemnify, defend and hold harmless the Grantor and its City Council, officers, agents, employees, engineers and attorneys (collectively, the “**Indemnified Parties**” or singularly, each an “**Indemnified Party**”) of, from and against, any and all claims, damages, demands, expenses (including reasonable attorneys’ fees and court costs) and liabilities resulting directly or indirectly from Grantee’s use of the Easement, unless such claims, damages, demands, expenses, or liabilities arise solely by reason of the negligent act or omission of the Grantor or other Indemnified Party.

Grantee hereby agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all Environmental Liabilities, whenever and by whomever asserted. As used in this Easement Agreement, “**Environmental Liabilities**” shall mean any obligations or liabilities (including, without limitation, any claims, demands, actions, suits enforcement actions, judgments, orders, writs, decrees, permits or injunctions imposed by any court, administrative agency, tribunal or otherwise, or other assertions of obligations and liabilities) that are: (i) related to protection of the environment or human health or safety and involving Grantee’s use of the Easement Area (including, but not limited to, on-site or off-site contamination by pollutants, whether known or unknown, and occupational safety and health); and (ii) involving Grantee’s use of the Easement Area pursuant to this Easement Agreement and arising out of, based upon or related to (x) environmental protection laws, or (y) any judgment, order, writ, decree, permit or injunction imposed by any court, administrative agency, tribunal or otherwise.

The term “**Environmental Liabilities**” shall include, but not be limited to: (i) fines, penalties, judgments, awards, settlements, losses, damages (including foreseeable and unforeseeable consequential damages), costs, fees (including reasonable attorneys’ and consultants’ fees), expenses and disbursements; (ii) defense and other responses to any administrative or judicial action (including claims, notice letters, complaints, and other assertions of liability); and (iii) financial responsibility for (x) cleanup costs and injunctive relief, including any corrective action, removal, remedial or other response actions, and natural resources damages, (y) any other compliance or remedial measures, and (z) bodily injury, medical monitoring, wrongful death, and property damage.

The terms “removal”, “remedial” and “response” shall include, without limitation, the types of activities covered by CERCLA, as amended, and whether the

activities are those which might be taken by a government entity or those which a government entity might seek to require of waste generators, storers, treaters, owners, operators, transporters, disposers or other persons under “removal”, “remedial”, or other “response” actions.

Every term and covenant of this Easement Agreement is subject to and is to 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 or promulgated pursuant thereto. These applicable laws, as the same may be amended from time to time, are hereby incorporated into this Easement Agreement as if fully set out herein by this reference.

Venue for any action arising under the Easement Agreement is in the Denver District Court in the City and County of Denver, Colorado.

The provisions of the Easement Agreement inure to the benefit of and bind the successors and assigns of the respective parties hereto. This Easement Agreement, including the Easement and all other covenants, agreements, rights and obligations created hereby, shall apply to and run with the Easement Area and the Grantee Property, and shall be binding on and inure to the benefit of all persons having or acquiring fee title to the Easement Property and Easement Area.

The Maintenance Easement may be terminated in whole or in part, by (a) the Manager of Parks and Recreation, in his/her reasonable discretion, if the Maintenance Easement is inconsistent with the City’s health, safety or emergency purposes; or (b) resolution passed by the Denver City Council; or (c) written consent of the owners of the Easement Area and the Grantee Property; or (c) the Manager of Parks and Recreation for an uncured breach of this Easement Agreement by Grantee (subject to any notice and cure periods required under this Easement Agreement).

The Fire Egress/Access Easement and Dewatering Easement may be terminated in whole or in part by the written consent of the owners of the Easement Area and the Grantee Property.

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Contract Control Number:

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:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PARKS-201843789-00

Contractor Name: 1710 Platte Associates, LLC



By: William E Mosher

Name: William E. MOSHER
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A

Legal Description

A PARCEL OF LAND OVER AND ACROSS A PORTION OF THE TRACT OF LAND DESCRIBED AS PARCEL WSL-16, IN THAT DECREE RECORDED AT RECEPTION NO. 920011975, RECORDS OF THE CITY AND COUNTY OF DENVER; SITUATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 3, SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN; CITY AND COUNTY OF DENVER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE 20-FOOT RANGELINE WITHIN PLATTE STREET BETWEEN 16TH STREET AND 17TH STREET, MONUMENTED AT THE WEST END BY A CHISELED "+" AND AT THE EAST END BY A 3-1/4" ALUMINUM CAP, ILLEGIBLE, IN A RANGE BOX, AND HAVING A BEARING OF N44°33'52" EAST.

BEGINNING AT THE SOUTHERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 2016024787 IN SAID RECORDS;

THENCE NORTH 30°21'11" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 2016024788 IN SAID RECORDS, A DISTANCE OF 321.07 FEET;

THENCE SOUTH 45°25'17" EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 30°21'00" WEST, A DISTANCE OF 321.00 FEET;

THENCE NORTH 45°33'19" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.214 ACRES, (9,338 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898



ILLUSTRATION TO EXHIBIT A

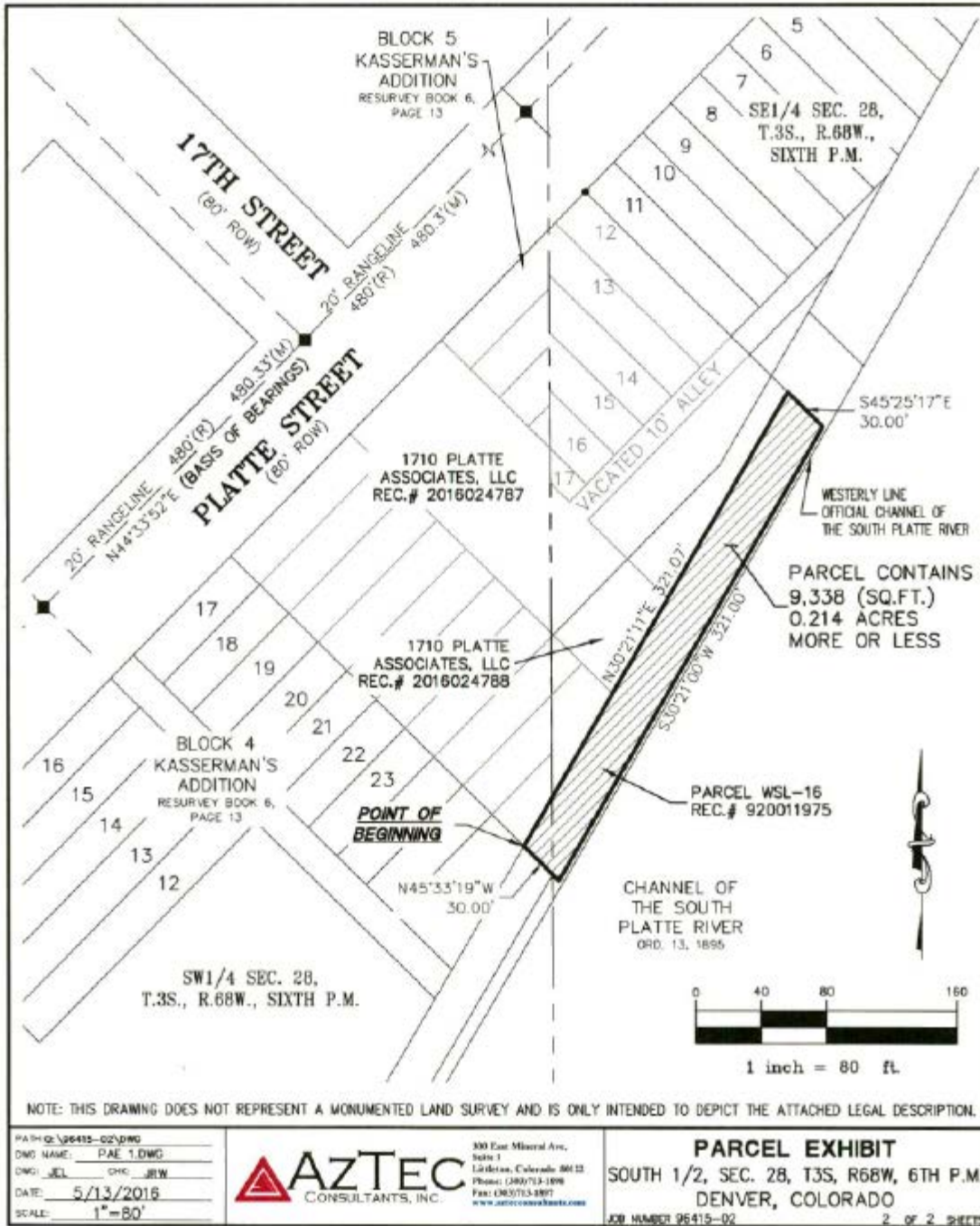


Exhibit B

Legal Description

A PARCEL OF LAND OVER AND ACROSS A PORTION OF THE CHANNEL OF THE SOUTH PLATTE RIVER, AS ESTABLISHED BY ORDINANCE 13 OF 1895 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER; SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 3, SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN; CITY AND COUNTY OF DENVER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE 20-FOOT RANGELINE WITHIN PLATTE STREET BETWEEN 16TH STREET AND 17TH STREET, MONUMENTED AT THE WEST END BY A CHISELED "*" AND AT THE EAST END BY A 3-1/4" ALUMINUM CAP, ILLEGIBLE, IN A RANGE BOX, AND HAVING A BEARING OF N44°33'52" EAST.

COMMENCING AT THE NORTHEAST CORNER OF PARCEL WSL-16 AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 920011975 IN SAID RECORDS,

THENCE SOUTH 30°21'11" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL WSL-16, A DISTANCE OF 151.06 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 53°32'40" EAST, A DISTANCE OF 47.14 FEET;

THENCE SOUTH 36°27'20" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 53°32'40" WEST, A DISTANCE OF 41.79 FEET TO A POINT ON SAID EASTERLY LINE OF PARCEL WSL-16;

THENCE NORTH 30°21'11" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 50.28 FEET TO THE POINT OF BEGINNING.

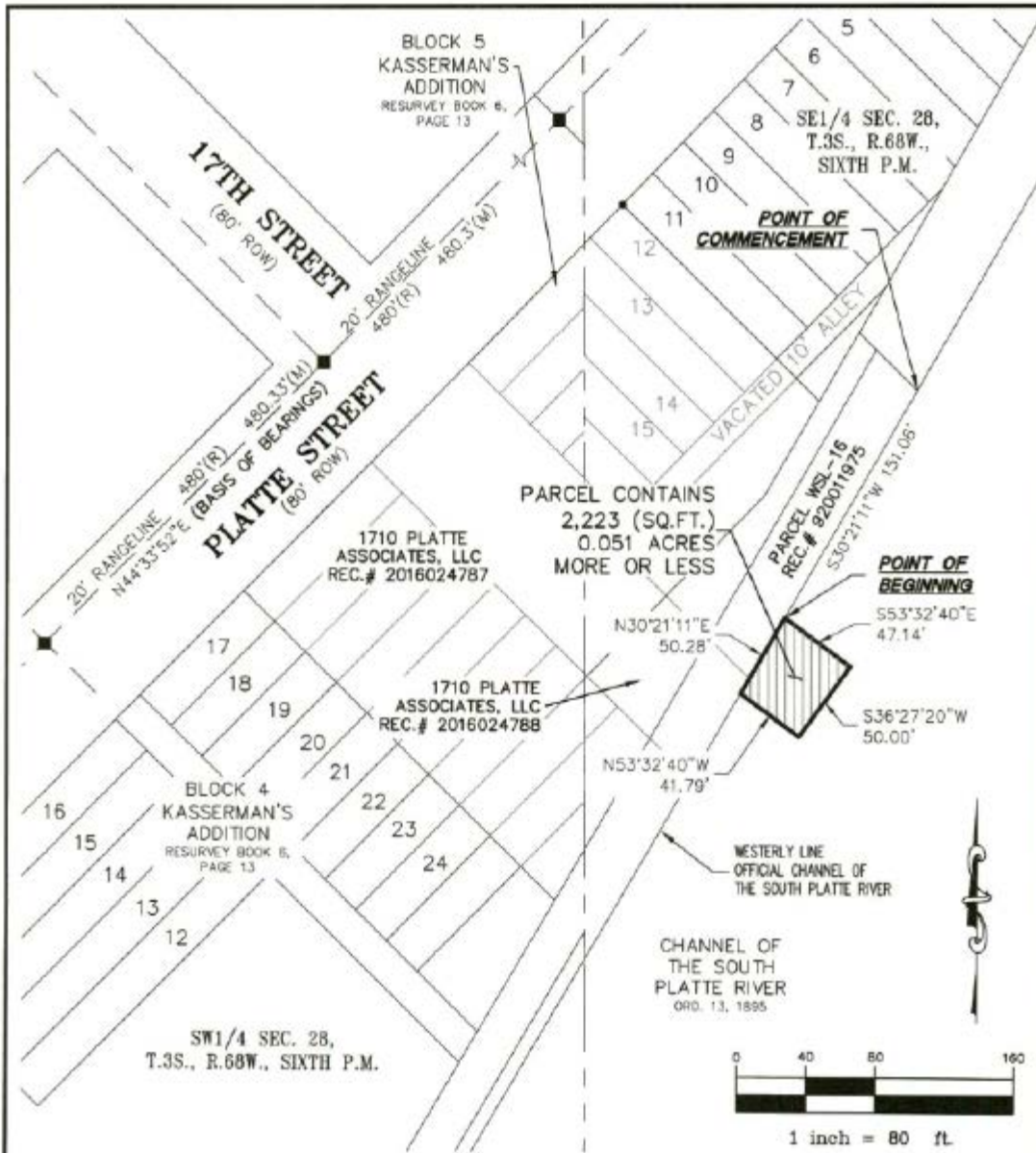
CONTAINING AN AREA OF 0.051 ACRES, (2,223 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT B



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

PATH: \\96415-02\DWG
 DWG NAME: PAE_2.DWG
 DNG: _JEL_ CHK: _JRW
 DATE: 5/13/2016
 SCALE: 1"=80'


AZTEC
 CONSULTANTS, INC.
280 East Mineral Ave.
 Suite 1
 Littleton, Colorado 80120
 Phone: (303)713-1888
 Fax: (303)713-1897
 www.aztecconsultants.com

PARCEL EXHIBIT
 SE 1/4, SEC. 28, T3S, R68W, 6TH P.M.
 DENVER, COLORADO

JOB NUMBER 95415-02 2 OF 2 SHEETS

Exhibit C

Permanent Easement Diagram

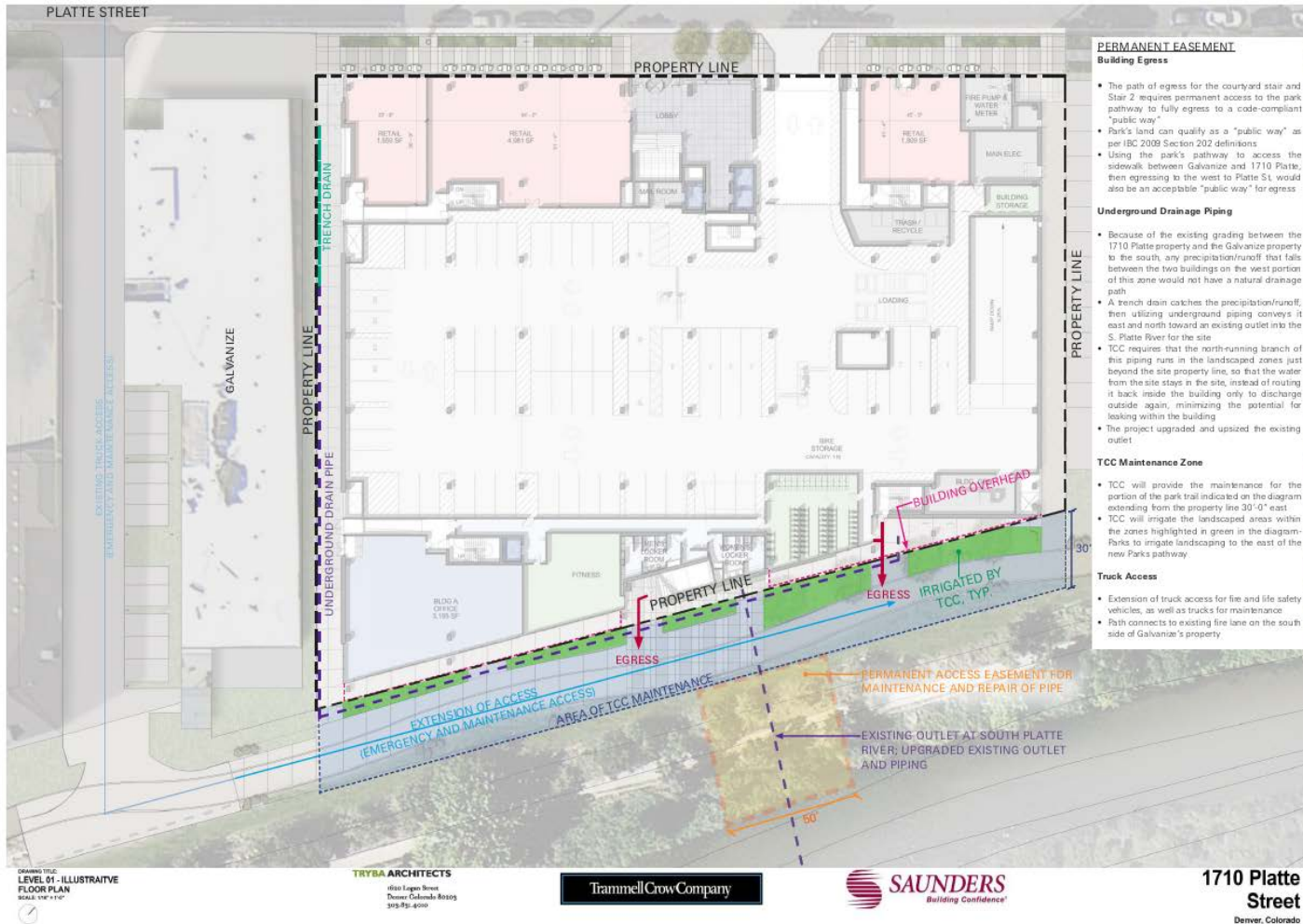


Exhibit D

Legal Description of Grantee Property

THAT CERTAIN PARCEL OF LAND IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, LYING WITHIN THOSE TRACTS OF LAND DESCRIBED IN DOCUMENTS RECORDED IN BOOK 303 AT PAGE 423, BOOK 3196 AT PAGE 678 AND BOOK 9993 AT PAGE 300 AND A PORTION OF THAT PARCEL DESCRIBED UNDER RECEPTION NO. 920011975, IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER: BEING ALL OF BLOCK 5 AND A PORTION OF BLOCK 4, KASSERMAN'S ADDITION TO DENVER, RECORDED IN RESURVEY BOOK 6 AT PAGE 13, RECORDS OF SAID CITY AND COUNTY OF DENVER, THE VACATED 17TH STREET, AND PORTIONS OF BLOCKS 20, 26 AND 27, CENTRAL SUBDIVISION, RECORDED IN BOOK 4 AT PAGE 32, RECORDS OF SAID CITY AND COUNTY OF DENVER; SITUATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 3, SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN; CITY AND COUNTY OF DENVER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWEST LINE OF LOT 17, SAID BLOCK 4, KASSERMAN'S ADDITION, BEING 85.00 FEET NORTHEASTERLY OF THE WEST CORNER OF SAID LOT;

THENCE NORTHEASTERLY ALONG THE NORTHWEST LINE OF SAID BLOCK 4, VACATED 17TH STREET AND BLOCK 5, KASSERMAN'S ADDITION, AND SAID BLOCK 20, CENTRAL SUBDIVISION, A DISTANCE OF 311.25 FEET TO THE NORTH CORNER OF LOT 12, SAID BLOCK 20;

THENCE SOUTHEASTERLY ALONG THE NORTHEAST LINE OF SAID LOT 12, AND THE SOUTHEASTERLY PROLONGATION THEREOF, A DISTANCE OF 173.63 TO A POINT ON A LINE 32.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF THE OFFICIAL CHANNEL OF THE SOUTH PLATTE RIVER;

THENCE SOUTHWESTERLY, ALONG SAID PARALLEL LINE, A DISTANCE OF 321.07 FEET TO A POINT ON A LINE 85.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEAST LINE OF THE ALLEY IN SAID BLOCK 4;

THENCE NORTHWESTERLY PARALLEL WITH AND 85.00 FEET NORTHEASTERLY FROM SAID ALLEY LINE A DISTANCE OF 252.52 FEET TO THE POINT OF BEGINNING.