

After Recording
Return to:
Jo Ann Weinstein
Denver City Attorney's Office
201 W. Colfax Avenue, Dept. 1207
Denver, CO 80202

RECIPROCAL ACCESS EASEMENT
(12025 East 45th Avenue)

THIS RECIPROCAL ACCESS EASEMENT ("Easement" or "Access Easement") is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and a home rule city of the state of Colorado, whose address is 1437 Bannock Street, Denver, Colorado (the "City") and **DOUBLE M.V.J. INVESTMENTS, LLC**, a Colorado Limited Liability Company, whose address is 13741 East Mississippi Avenue, Suite 103, Aurora, Colorado ("M.V.J."), who may collectively be referred to as the "Parties", or individually, a "Party".

WHEREAS, the City and M.V.J. own property adjacent to each other located respectively at 12025 East 45th Avenue and 12075 East 45th Avenue, Denver, Colorado in Block 1, Montbello No. 19; and

WHEREAS, the City's ownership encompasses Part of Block 1 of Montbello No. 19 and M.V.J.'s ownership encompasses Part of Block 1 of Montbello No. 19; and

WHEREAS, the Access Easement Areas are described on **Exhibits A and B** attached hereto and incorporated herein by reference. The City owns the portion of the Access Easement Area set forth in **Exhibit A** and M.V.J. owns the portion of the Access Easement Area set forth in **Exhibit B**; and

WHEREAS, **Exhibit A** and **Exhibit B** may be referred to collectively as the Access Easement Areas.

WHEREAS, the Parties desire to grant each other access to the Access Easement Area by the other Party for purposes consistent with this Reciprocal Access Easement.

WITNESSETH:

NOW THEREFORE, for and in consideration of the reciprocal rights granted herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties have this day bargained and sold and by these presents do bargain and sell and convey and transfer and deliver unto the other Party a permanent access easement, including the perpetual right to enter upon the Access Easement Area of the other Party hereinafter described at all times for each Party, it's invitees and guests, utilities and emergency vehicles to use a passable route for access to each Party, so that the Parties may access their property upon, over, through and across the Access Easement Area of the other Party, together with the right to remove obstructions, if any, within the Access Easement Area which interfere with such Party's

use of the Access Easement Area. The City is granted these rights on the property set forth in **Exhibit B** owned by M.V.J. and M.V.J. is granted these rights on the property set forth in **Exhibit A** owned by the City.

Both Parties recognize that in addition to access being utilized by the occupants of each Party's buildings and property, they acknowledge and agree that such access and related rights may be utilized by any and all invitees, guests, contractors, utility companies and emergency vehicles which access either property. Further each Party agrees to maintain such Party's Parcel within the Access Easement Areas in a condition suitable for access by typical street vehicles.

Neither Party shall construct or place any structure within the Access Easement Areas that would alter such access, ingress, and egress without prior written consent of the other Party. Neither Party shall take any action that would substantially impair the pavement surface of the other Party's portion of the Access Easement Area.

Said Access Easement shall be subject to the following terms and conditions:

1. No Representations. The Parties make no representations or warranties of any kind with respect to the condition of the Access Easement Area.

2. Reservations by the Parties. The Parties retain the right to the undisturbed use and occupancy of the Access Easement Area insofar as the use and occupancy is consistent with and does not impair any grant in this Easement and except as otherwise provided in this Easement. The Parties reserve the full use of the Access Easement Area that is not inconsistent with the Easement, including the right to grant additional easements for utilities or otherwise within the Access Easement Area.

3. Storage of Materials; Hazardous Materials. The Parties shall not use the Access Easement Areas for the storage of materials or equipment of any kind. The Parties shall not cause or permit, any hazardous materials or substances to be transported to, or used, dumped, spilled, released, stored, or deposited on, over or beneath the Access Easement Areas or on the Property.

4. No Third-Party Beneficiaries. The Parties expressly agree that enforcement of the terms and conditions of this Easement, and all rights of action relating to enforcement, shall be strictly reserved to the Parties, and nothing contained in this Easement shall give or allow any such claim or right of action by any other person on the Easement.

5. Governing Law; Venue. Each and every term, condition, or covenant of this Easement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The 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, are expressly incorporated into this Easement as if fully set out by this reference. Venue for any action relating to this Easement shall be in the State District Court in the City and County of Denver, Colorado.

6. Successors and Assigns. The provisions of this Easement shall inure to the benefit of and bind the successors and assigns of the parties and all covenants herein shall apply to and run with the land.

7. Authorization. The Parties represent and warrant that the persons signing this Easement have the authority to execute and deliver this Easement on behalf of such Party.

8. Severability. The promises and covenants in this Easement are several in nature. Should any one or more of the provisions of this Easement be judicially adjudged invalid or unenforceable, the judgment shall not affect, impair, or invalidate the remaining provisions of this Easement.

9. No Discrimination in Employment. In connection with the performance of work under this Easement, the Parties agreed not to refuse to hire, discharge, promote or demote, or to discriminate against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert this provision in all subcontracts hereunder.

10. Notices. All notices under this Easement shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Denver: Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Denver City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202

Manager of Public Works
201 West Colfax Avenue, Dept. 610
Denver, Colorado 80202

If to Grantee: Double MJJ Investments, LLC
CB Silver Creek Properties
104 Broadway, Suite 600
Denver, CO 80203

11. Agreement as Complete Integration; Amendment. This Easement is intended as the complete integration of all understandings between the parties. No subsequent notation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendatory or other easement executed by the parties in the same formality as this Easement.

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

13. No Personal Liability. No elected official, director, officer, agent or employee of the City shall be charged personally or held contractually liable by or to M.V.J. under any term or provision of this Easement or because of any breach or because of their execution, approval, or attempted execution of this Easement.

14. Conflict of Interest by City Officers. M.V.J. represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Easement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected officials or employees.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the ____ day of _____, 2018.

ATTEST:

CITY AND COUNTY OF DENVER,
a Colorado municipal corporation and home
rule city of the state of Colorado

DEBRA JOHNSON,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By _____
Mayor

APPROVED AS TO FORM:

KRISTIN M. BRONSON,
Attorney for the City and County of Denver

By _____
Assistant City Attorney

“CITY”

Double M.V.J. Investments, LLC, a
Colorado Limited Liability Company

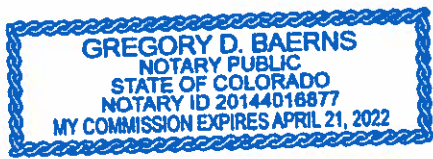
By [Signature]

Name Mark F. Fania

Title Property Manager / Agent for
Double M.V.J. Investments, LLC

“M.V.J.”

STATE OF COLORADO)
) ss.
COUNTY OF Denver)



The foregoing instrument was acknowledged before me this 11 day of September,
2018 by Mark F. Fania, as [TITLE] Agent of M.V.J. Investments, LLC.

Witness my hand and official seal.

My commission expires: April 21, 2022

[Signature]
Notary Public