

TEMPORARY EASEMENT

(Morrison Road/Alameda Avenue/Knox Court Ramp 1-42 Project - TE-3)

THIS TEMPORARY EASEMENT is granted, as of the Effective Date, by **DIKEOU REALTY LLP**, a Colorado limited liability partnership, who took title as Dikeou Realty, a Colorado Partnership, whose address is 1615 California Street, Suite 707, Denver, Colorado 80202 ("Grantor"), to the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("Grantee" or "City").

In consideration of the sum of **ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00)**, and the covenants and agreements set forth below, the receipt and sufficiency of which is hereby acknowledged, Grantor sells, conveys, transfers, and delivers to the Grantee, and its successor and assigns, a temporary easement for use of the real property described in **Exhibit A**, attached and incorporated herein by this reference, (the "Temporary Easement Area") for the construction of the Morrison Road/Alameda Avenue/Knox Court Ramp 1-42 Project and related improvements and appurtenances, as described in the authorized plans for Project No. SHE M320-088 (the "Project"), upon, through, over, under, and along the Temporary Easement Area, subject to and in accordance with the following terms and covenants (the "Temporary Easement"):

1. The term of the Temporary Easement will commence thirty (30) days after the Grantee, or the Grantee through its contractor, delivers a written notice to the Grantor ("Commencement Date") and will terminate six (6) months from the Commencement Date. In the event that the Project is not completed within the term of the Temporary Easement, Grantee, through its contractor, may give notice to Grantor thirty (30) days prior to the expiration of the term that it is extending the term of the Temporary Easement for up to an additional six (6) months and the Grantor shall be paid for such extended Temporary Easement term. The Grantor also grants to the City the right to reenter the Temporary Easement Area after expiration of the term of the Temporary Easement to correct any defects, perform repairs, replace landscaping and perform any other work necessary for the Project. The City, through its contractor, shall give Grantor fifteen (15) days' notice prior to the reentry. Unless written notice is provided by the City to extend the period of reentry, the reentry period shall end no later than (1) year after the end of the term of the Temporary easement.

2. Grantee shall cause its contractors to return the Temporary Easement Area free from all construction debris and in a condition as nearly as practicable to its original condition, taking into consideration the nature of the work being performed. If certain impediments to accessing the Temporary Easement Area, including without limitation, bumpers, temporary curbs, or cables (the "Access Impediments"), currently exist upon the Temporary Easement Area, the Access Impediments may be removed and Grantee shall cause its contractor to re-install Access Impediments before expiration of this Temporary Easement.

Temporary Easement Area

JPD

3. The Temporary Easement allows Grantee, and their respective successors, assigns contractors, consultants, subcontractors, sub-consultants, materialmen, suppliers, and workers, to perform construction and related activities on the Temporary Easement Area, including but not limited to: (a) perform construction activities for the Project; (b) enter on and have access to the Temporary Easement Area; (c) store materials on the Property; (d) operate construction equipment on the Property; (e) perform utility work; (f) removing asphalt and concrete, grading, paving, and landscaping; and (g) perform any other work incidental to the construction of the Project.

4. Grantor, and its successors and assignees, covenants that as of the date of execution of this Temporary Easement it has good title to the Temporary Easement Area and has good and lawful right to grant the Temporary Easement.

5. Grantor shall not place, erect, install or permit to be placed any building, structure, or other above or below ground obstruction that may interfere with the purposes of the Temporary Easement during its term without the prior written consent of the City's Manager of Public Works or his designee ("Project Manager").

6. ~~In the event the terms of the Temporary Easement are violated, at the election of the Project Manager, the Grantor shall immediately correct or cause to be corrected any violations or the Project may correct or cause to be corrected any violations at the Grantor's sole expense. If the Project Manager elects to correct, or causes to be corrected, the violation(s), Grantor shall reimburse the Project for all costs incurred in the correction and in enforcing the terms of this Temporary Easement within thirty (30) days of receipt of an invoice.~~

7. ~~Grantor understands that construction activities relating to the Project on, or in the vicinity of, the Temporary Easement Area, may restrict access to the remainder of Grantor's property for short periods of time, but the Grantor understands at all times the Grantee will assure continued access to the remainder of Grantor's property.~~

8. Grantor reserves all rights attendant to its ownership of the Temporary Easement Area, including: (a) the right to the use and enjoyment of the Temporary Easement Area for all purposes so long as these uses are consistent with, and do not impair, any grant or provision herein, and (b) the right to sell and convey the Grantor's property or any portion of it subject to the Temporary Easement.

9. Any obligations of Grantee under the Temporary Easement, whether direct or contingent, extend only to funds appropriated or otherwise lawfully made available by the Denver City Council for the purpose of the Temporary Easement and paid into the Treasury of the City.

10. All notices provided for herein must be in writing and personally delivered or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, to the Grantor at the address identified above and if to Grantee at the addresses given below. Notices delivered personally are effective when delivered. Notices sent by certified or registered mail are

effective upon receipt. 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.

If to Grantee:

Giles L. Flanagin
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
e-mail: giles.flanagin@denvergov.org
facsimile: 720.865.7585

and

Michael Koslow
City and County of Denver
Department of Public Works
201 West Colfax Avenue, Department 506
Denver, Colorado 80202
e-mail: Michael.Koslow@denvergov.org
facsimile: 720.865.8795

and

Jo Ann Weinstein, Esq.
Denver City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver, Colorado 80202

If to Grantor:

Dikeou Realty
1615 California Street, Suite 707
Denver, CO 80202

11. This Temporary Easement is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Temporary Easement in writing. No subsequent novation, renewal, addition, deletion, or other amendment may have any force or effect unless embodied in a written amendment to this agreement properly executed by the parties. No oral representation of any kind preceding the date of the Temporary Easement by any officer, employee, or agent of Grantee at variance with the terms and conditions of this Agreement, or with any written amendment to this Agreement, may have any force or effect nor bind Grantee.

12. The Temporary Easement is subject to and is to be construed in accordance with the laws of the State of Colorado, the Denver Charter and the Denver Municipal Code, which are

incorporated into the Temporary Easement by this reference. Venue for any action arising out of the Temporary Easement will be in the District Court for the City and County of Denver.

13. Grantee has the right to assign its rights and obligations set forth in the Temporary Easement, in its sole and absolute discretion. If the Temporary Easement is assigned, Grantee will be relieved of all obligations so assigned. Grantee shall provide Grantor with a copy of any assignment.

14. During the term, the Temporary Easement runs with the land and the benefits and burdens thereof inure to any and all successors in interest and become binding upon the parties hereto and their respective successors and assigns without further action.

15. This Temporary Easement is subject to the following rules of construction:

- a. The words "party" and "parties" refer only to a named party to the Temporary Easement.
- b. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation."
- c. Unless otherwise specified, any reference to a law, statute, regulation, charter or code provision, or ordinance means that statute, regulation, charter or code provision, or ordinance as amended or supplemented from time to time and any corresponding provisions of successor statutes, regulations, charter or code provisions, or ordinances.

16. The Effective Date of the Temporary Easement shall be the date set forth on the Grantee's signature page below.

17. This Temporary Easement may be recorded in the real property records of Denver County.

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FINAN 2016 28827-00

IN WITNESS WHEREOF, the parties have executed the Temporary Easement as
of: May 17th, 2016.



CITY AND COUNTY OF DENVER

ATTEST

By: Debra Johnson
Debra Johnson,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: Michael B. Hancock
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

D. Scott Martinez,
Attorney for the City and County of Denver

By: Alan Vanstein
Assistant City Attorney

REGISTERED AND COUNTERSIGNED

By: Brandon J. Hoston
~~Cary Kennedy~~, Manager of Finance

Brandon J. Hoston

By: Timothy O'Brien
Timothy O'Brien, Auditor

"CITY"

By: John P. Dikeo
Name: John P. Dikeo
(please print)

By: Eric Henderson
Name: Eric Henderson
(please print)

STATE OF COLORADO)
) ss.
City & COUNTY OF DENVER)

My Commission Expires: 08/04/2018

Barbara Kettle
Notary Public

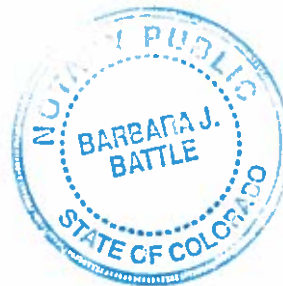


EXHIBIT "A"

**TEMPORARY EASEMENT 3
PAGE 1 OF 2
OCTOBER 28, 2015**

A TRACT OF LAND CONTAINING 1362 SQUARE FEET, MORE OR LESS, WITHIN LOTS 4-12, BLOCK 3, ADAMS PARK SUBDIVISION, AS DESCRIBED IN RECEPTION NO. 1992009048, CITY AND COUNTY OF DENVER RECORDS, ALSO IN THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF S. KNOX CT. (50' R.O.W.), A FOUND 3-1/4" ALUMINUM CAP STAMPED "CDOT LS 13485", WHENCE A FOUND DENVER RANGE MONUMENT (3-1/4" ALUMINUM CAP, "CDOT LS 13485, 1990) BEARS N23°29'46"E, A DISTANCE OF 52.34 FEET;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF S. KNOX CT. (50' R.O.W.) S00°01'17"W, A DISTANCE OF 7.57 FEET;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE N41°19'17"W, A DISTANCE OF 17.09 FEET;

THENCE S64°47'57"W, A DISTANCE OF 134.43 FEET;

THENCE S50°37'58" W, A DISTANCE OF 119.38 FEET;

THENCE N39°22'02"W, A DISTANCE OF 5.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MORRISON RD. (R.O.W. VARIES);

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF MORRISON RD. (R.O.W. VARIES) N50°37'58"E, A DISTANCE OF 120.00 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE N64°47'57"E, A DISTANCE OF 138.81 FEET;

THENCE S41°19'17"E, A DISTANCE OF 15.17 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PROPERTY CONTAINS 1362 SQUARE FEET OR 0.031 ACRES, MORE OR LESS.

BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON A DENVER RANGE LINE BETWEEN A FOUND DENVER RANGE MONUMENT (3-1/4" ALUMINUM CAP "CDOT LS 13485, 1990") LOCATED AT THE INTERSECTION OF SAID MORRISON RD. (R.O.W. VARIES) AND SAID S. KNOX CT. (50' R.O.W.) AND A FOUND DENVER RANGE MONUMENT (3-1/4" ALUMINUM CAP, ILLEGIBLE) LOCATED AT THE INTERSECTION OF SAID S. KNOX CT. (50' R.O.W.) AND W. NEVADA PL. (50' R.O.W.) BEARING S00°01'17"W.

PREPARED BY: RICHARD D. MUNTEAN, CO PLS 38189
FOR AND ON BEHALF OF:
105 WEST, INC.
2140 S. IVANHOE ST., STE G5
DENVER, CO 80222

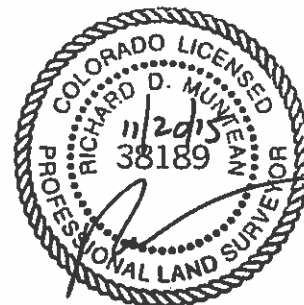


EXHIBIT A

THIS EXHIBIT IS A GRAPHIC DEPICTION OF THE PARCEL DESCRIBED ON THE ATTACHED LEGAL DESCRIPTION AND IS NOT INTENDED TO INCLUDE SURVEY PLAT REQUIREMENTS AS DEFINED IN CRS 38-51-106.

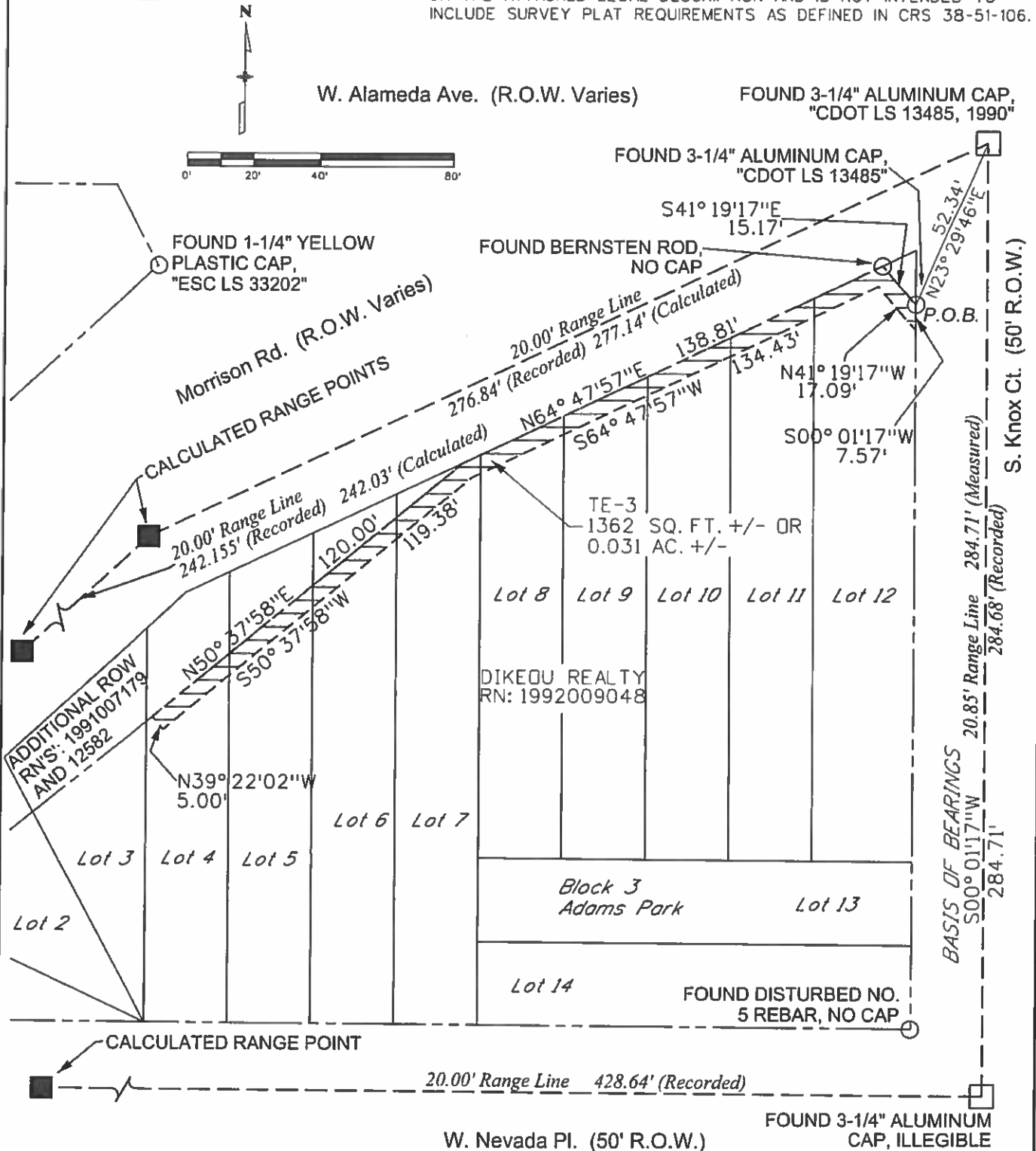


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Job No.: 131-0010
Scale: 1" = 40'
Date: October 28, 2015
Page 2 of 2
Drawn By: SDB

TEMPORARY EASEMENT 3
A PART OF BLOCK 3, LOTS 4-12,
ADAMS PARK
NW ONE-QUARTER SECTION 17, T. 4 S., R. 68 W., 6TH P.M.
CITY & COUNTY OF DENVER, COLORADO

105WEST
INCORPORATED
2140 S. Ivanhoe St., STE G5
Denver, CO 80222