

After Recording Return To:

Aurora Comprehensive Mental Health Center, Inc.
791 Chambers Road
Aurora, CO 80011
Attn: Nazan Wolfe

PARKING EASEMENT

This Declaration of Parking Easement (“Easement”), dated _____, 202_, is made by AURORA COMPREHENSIVE COMMUNITY MENTAL HEALTH CENTER, INC., a Colorado nonprofit corporation (“AMHR”).

AMHR owns certain real property located in the City of Aurora, County of Arapahoe, and State of Colorado, legally described on Exhibit A (“Property”).

AMHR intends to subdivide the Property into three lots pursuant to the Careunit of Aurora Subdivision Filing No. 2. AMHR intends to retain Lot 1 and Lot 2 of the Careunit of Aurora Subdivision Filing No. 2 (“AMHR Property”) and develop a 50,000 square foot mental health and acute care campus.

AMHR intends to convey Lot 3 of the Careunit of Aurora Subdivision Filing No. 2 (“AHA Property”) to AHA Sanctuary Acquisition LLC, a Colorado limited liability company (“AHA”). AHA intends to develop the AHA Property into a 43-unit permanent supportive housing project.

To comply with the City of Aurora’s parking requirements, AMHR desires to declare an easement over certain parking areas within the Property designed on Exhibit B (“Parking Areas”) to provide parking to the future invitees and licensees of the AHA Property (“Benefitted Parties”).

The parties therefore agree as follows:

1. Declaration of Easement. AMHR declares an exclusive and permanent easement to the Benefitted Parties to access and use the eighteen parking spaces within the Parking Areas for vehicular parking.
2. Exclusive Parking. All parking spaces within the Parking Areas will be available exclusively to the Benefitted Parties.
3. Term and Termination. This Easement commences upon its execution and will continue in perpetuity until AMHR and AHA terminate it by written agreement.
4. Management; Enforcement of Rules. AHA may adopt and enforce reasonable rules and regulations for the Parking Areas, including rules for the issuance of parking permits and the removal of inoperable or abandoned vehicles.
5. Insurance. AHA shall obtain and maintain general liability insurance insuring the Parking Areas in amounts and with terms the parties find mutually acceptable and name AMHR as an additional insured. Upon written request, AHA shall provide AMHR with evidence that it has fulfilled its obligations under this Section 5.
6. Liens. AHA shall not allow AMHR’s Property to become encumbered by any mechanic’s or similar liens. If any lien or claim is filed against AMHR’s Property as a result of the action or inaction of AHA, AHA shall promptly cause it to be discharged.

7. Binding upon Property; Successors and Assigns; Recording. The easements, rights, and obligations created by this Easement run with the AMHR Property and AHA Property. The burdens and benefits of this Easement will inure to the parties' successors and assigns. AHA may record this Easement in the real estate records of Arapahoe County, Colorado.

8. Notices. The parties shall give notices, demands, or other communications related to this Easement in writing and deliver them (a) by hand, (b) by registered or certified mail, return receipt requested, postage prepaid, or (c) by e-mail. All notices shall be sent to the addressee below, or another addressees that a party may designate by written notice.

AMHR: Aurora Comprehensive Community Mental Health
Center, Inc.
791 Chambers Road
Aurora, CO 80011
Attn: In-House Counsel
E-mail: harrybudisidharta@auroraMHR.org

AHA: AHA Sanctuary Acquisition LLC
c/o Aurora Housing Authority
2280 S. Xanadu Way
Aurora, CO 80014
Attn: Executive Director
E-mail: cmaraschky@aurorahousing.org

with a copy to: Bryan Cave Leighton Paisner LLP
1801 13th Street, Suite 300
Boulder, CO 80302
Attn: Alex Gano
E-mail: alex.gano@bclplaw.com

9. Amendments. Any amendment to this Easement requires a written agreement of the parties.

10. Governing Law. The laws of the state of Colorado govern all adversarial proceedings brought by the parties arising out of this Easement.

11. Third Party Beneficiaries. Except for the Benefitted Parties, which are third-party beneficiaries, the rights and obligations of this Easement are reserved to the parties.

12. Default; Remedies. If a party defaults on this Easement, the non-defaulting party may give the defaulting party written notice describing in reasonable detail the nature of the default, after which the defaulting party shall take prompt action to cure. If the defaulting party fails to cure within thirty days, the non-defaulting party may pursue any legal or equitable remedy. However, if the default cannot be cured within thirty days, the period to cure will extend for a reasonable time up to sixty days so long as the defaulting party diligently continues to cure its default.

[signature page follow]

AMHR has executed this Easement as of the date stated above.

AMHR

Aurora Comprehensive Community Mental Health
Center, Inc.

By: _____
Name: Kelly Phillips-Henry
Title: Chief Executive Officer

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_,
by Kelly Phillips-Henry as Chief Executive Officer of Aurora Comprehensive Community Mental
Health Center, Inc.

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____

EXHIBIT A

Legal Description BCHA Property

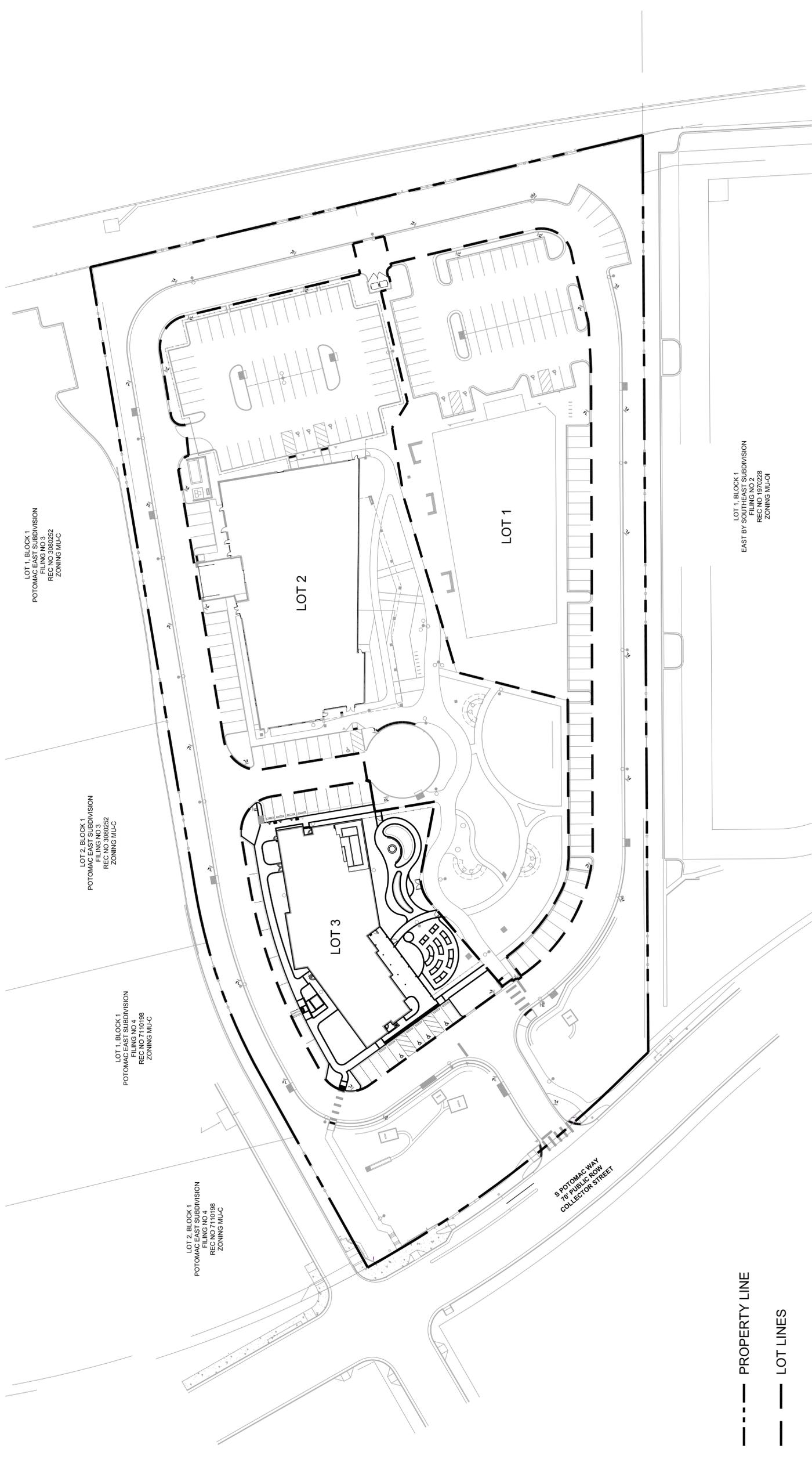
LOT 1, BLOCK 1, CAREUNIT OF AURORA SUBDIVISION FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT B

Parking Lots

[insert depiction of parking areas]

AURORA HOUSING AUTHORITY POTOMAC CAMPUS HOUSING DECLARATION OF PARKING EASEMENT EXHIBIT A



LOT 1, BLOCK 1
POTOMAC EAST SUBDIVISION
FILING NO. 2
REC. NO. 1970228
ZONING ML-C

LOT 2, BLOCK 1
POTOMAC EAST SUBDIVISION
FILING NO. 2
REC. NO. 1970228
ZONING ML-C

LOT 1, BLOCK 1
POTOMAC EAST SUBDIVISION
FILING NO. 2
REC. NO. 1970228
ZONING ML-C

LOT 2, BLOCK 1
POTOMAC EAST SUBDIVISION
FILING NO. 4
REC. NO. 7110188
ZONING ML-C

LOT 2

LOT 3

LOT 1

S POTOMAC WAY
70' PUBLIC ROW
COLLECTOR STREET

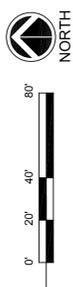
LOT 1, BLOCK 1
EAST BY SOUTHEAST SUBDIVISION
FILING NO. 2
REC. NO. 1970228
ZONING ML-C

--- PROPERTY LINE

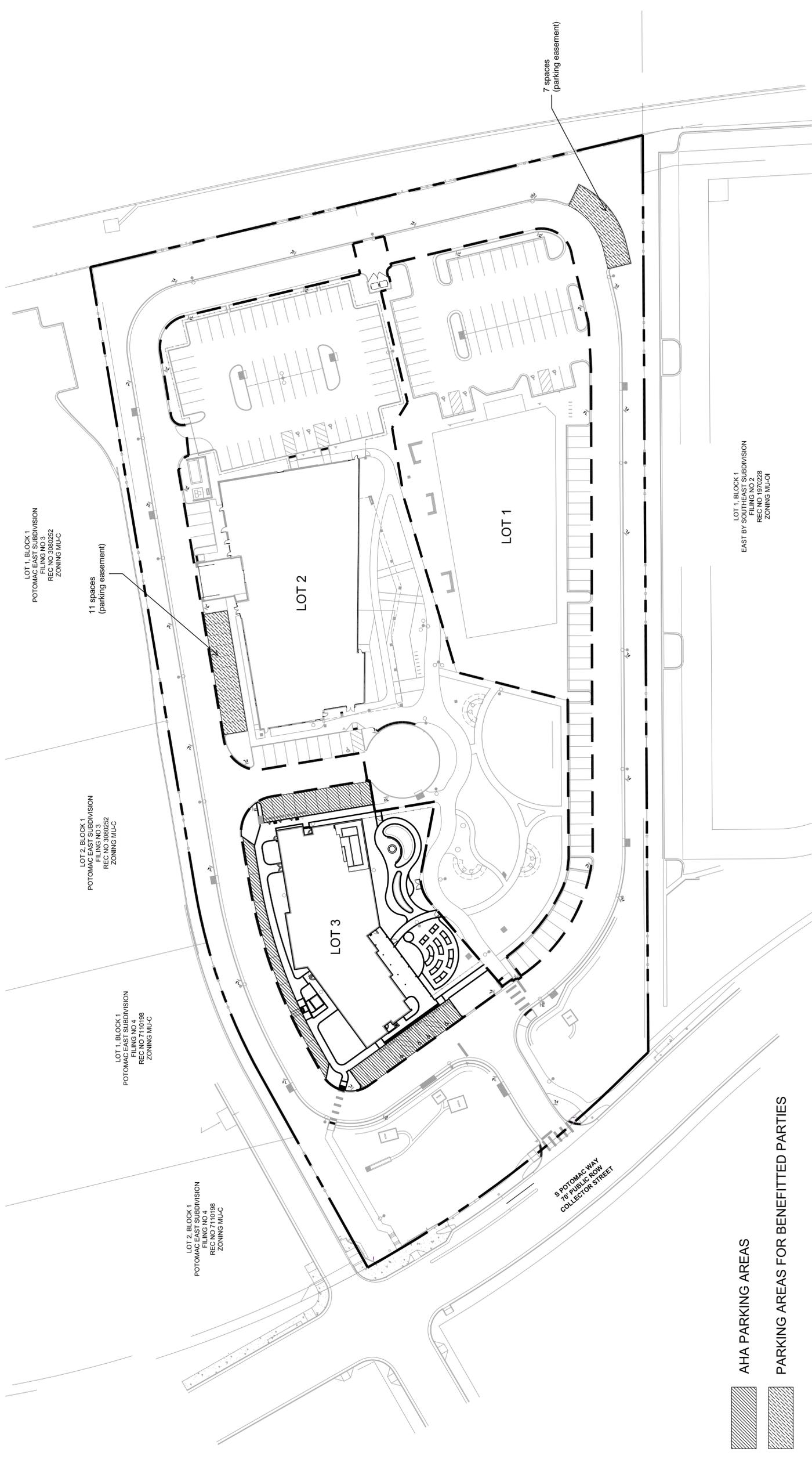
--- LOT LINES

EXHIBIT A - PROPERTY

SCALE: 1" = 40'-0"



AURORA HOUSING AUTHORITY POTOMAC CAMPUS HOUSING DECLARATION OF PARKING EASEMENT EXHIBIT B



LOT 1, BLOCK 1
POTOMAC EAST SUBDIVISION
FILING NO. 2
REC. NO. 1970228
ZONING ML-C

11 spaces
(parking easement)

LOT 2, BLOCK 1
POTOMAC EAST SUBDIVISION
FILING NO. 2
REC. NO. 1970228
ZONING ML-C

LOT 2

LOT 1

7 spaces
(parking easement)

LOT 1, BLOCK 1
POTOMAC EAST SUBDIVISION
FILING NO. 4
REC. NO. 7110188
ZONING ML-C

LOT 3

LOT 2, BLOCK 1
POTOMAC EAST SUBDIVISION
FILING NO. 4
REC. NO. 7110188
ZONING ML-C

S POTOMAC WAY
70' PUBLIC ROW
COLLECTOR STREET

LOT 1, BLOCK 1
EAST BY SOUTHEAST SUBDIVISION
FILING NO. 2
REC. NO. 1970228
ZONING ML-C

AHA PARKING AREAS

PARKING AREAS FOR BENEFITTED PARTIES

EXHIBIT B - PARKING AREAS

SCALE: 1" = 40'-0"

0' 20' 40' 80'

