

After Recording Return To:
Forest City Stapleton, Inc.
Assistant General Counsel
7351 E 29th Ave.
Denver, CO 80238

SIGNAGE AND LANDSCAPE ACCESS EASEMENT

THIS SIGNAGE AND LANDSCAPE ACCESS EASEMENT (the "Access Easement") is made and executed this 10th day of February, 2010 by EJ Stapleton Building 5 Parking, LLC, a Colorado limited liability company (the "Grantor"), for the benefit of the Master Community Association, a Colorado nonprofit corporation, and its successors and assigns (collectively, the "Grantee").

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee and its successors and assigns, a non-exclusive access easement and right to occupy and use in the manner described herein the premises as more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Easement Area"), which may be amended and supplemented from time to time to include additional premises and which is a portion of the Grantor's property as shown on Exhibit B (the "Property"), subject to the following terms and conditions:

1. **Purpose of Access Easement.** Signage, irrigation, and landscaping improvements ("Improvements") have been made on the Easement Area. The Easement Area shall be used by the Grantee for purposes of operating, maintaining, modifying, rebuilding, and repairing the Improvements (the "Work") as the Grantee reasonably deems necessary. The Work shall be at no cost to Grantor.

2. **Use/Encumbrances.** Grantee shall use the Easement Area for the purposes set forth in Section 1 herein and for no other purpose, subject to all covenants, easements, rights-of-way and encumbrances of record. The use of this Access Easement shall be subject to any and all laws, ordinances, regulations, or other rules, including those related to the use and operation of motor vehicles, applicable within the City and County of Denver.

3. **Regulation of Use.** Grantee shall comply with the following requirements in connection with its use of the Easement Area under the terms of this Access Easement:

a. Neither Grantee nor any modifications to the Improvements may obstruct or interfere with Grantor, its officers, employees, agents, contractors and subcontractors (collectively, the "Grantor Parties"), at any time that the Grantor Parties may be constructing and installing street, drainage, landscaping, utility or other improvements within the Easement Area in accordance with construction drawings and pursuant to the schedule as determined by the Grantor Parties.

b. Grantor has retained all rights to the use and occupancy of the Easement Area for any and all purposes, including without limitation making improvements thereon; provided that, and subject to all terms and conditions herein, such use does not materially

interfere with the presence, maintenance, and operation of the Improvements and their intended function. Without limiting other uses, Grantor, its officers, employees, representatives and Designees, may enter upon the Easement Area at any time for the purpose of inspecting the same and regulating the use of and activities on the Easement Area by Grantee and may do such other acts and things as Grantor or its Designees deem necessary for the protection of Grantor's interest therein.

4. Liens. In the event any mechanic's or materialman's lien is filed against the Easement Area or the Property in connection with work conducted for or on behalf of the Grantee ("Liens"), then the Grantee shall, promptly after notice of filing, cause the same to be discharged of record, bonded over, or insured over with title insurance and contested by appropriate proceedings. If the Grantee learns of any claim or action pertaining to any Liens, the Grantee shall give prompt notice of the same to the Grantor.

5. Indemnification.

a. Grantee hereby indemnifies and saves harmless Grantor against any and all loss, damage, liability, claims, demands, cost or expense, including attorney fees and costs of litigation, and including without limitation, injuries or deaths to persons and damage to property, arising from or in any way attributable to (i) the negligent or willful acts or omissions of Grantee on or about the Easement Area, (ii) any Liens, or (iii) any violation of applicable law, ordinance or regulation relating to the Easement Area.

b. Grantor hereby indemnifies and saves harmless Grantee against any and all loss, damage, liability, claims, demands, cost or expense, including attorney fees and costs of litigation, and including without limitation, injuries or deaths to persons and damage to property, arising from or in any way attributable to (i) the negligent or willful acts or omissions of Grantor on or about the Easement Area, (ii) any liens affecting the Easement Area which arise out of Grantor's activities on the Property, or (iii) any violation of applicable law, ordinance or regulation relating to the Easement Area.

6. Covenants to Run with the Land. The terms of this Agreement shall run with the Easement Area and shall be binding on the parties hereto and their respective successors and assigns.

7. Mortgages and Other Documents Subordinate. Any mortgage or deed of trust affecting the Property shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title to the Property subject to all of the terms and provisions of this Agreement. Grantor represents that any necessary consents required in connection with the foregoing have been obtained or that no such consent is necessary.

8. No Covenant of Title or Quiet Possession. The rights granted herein shall be considered as a covenant running with the land subject to all provisions herein, but such rights are without any covenant of title or warranty of quiet possession of the Easement Area.

9. Attorney's Fees. In the event any action, suit, or other proceeding is instituted to remedy, prevent, or obtain relief from a breach of this Agreement, or arising out of a breach of

EXHIBIT A

EASEMENT AREA

(attached to and made a part of the Access Easement)

Vigil Land Consultants Legal Description
and Attachment (two pages), both dated January 18, 2010 are
attached hereto and by this reference incorporated herein.

Vigil Land Consultants

S U R V E Y O R S

480 Yuma Street ■ Denver, Colorado 80204
Off: (303) 436-9233 ■ Fax: (303) 436-9235

Date 01-18-10

Job No. 06112

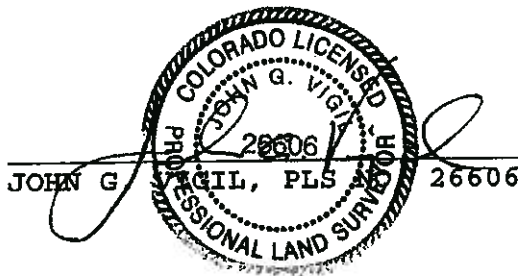
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING A PORTION OF LOT 2, BLOCK 2 OF STAPLETON FILING NO. 7 AS RECORDED AT RECEPTION NO. 2007186151, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22, WHENCE THE EAST QUARTER CORNER THEREOF BEARS N00°33'25"W, A DISTANCE OF 2653.47 FEET; THENCE N00°33'25"W, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1198.13 FEET; THENCE S89°26'35"W, A DISTANCE OF 72.00 FEET TO A POINT ON A CURVE AND ON THE EAST LINE OF SAID LOT 2, BEING THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 87°01'34", A RADIUS OF 58.00 FEET, AN ARC LENGTH OF 88.10 FEET AND A CHORD BEARING N44°02'53"W, A DISTANCE OF 79.87 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 2; THENCE ALONG SAID NORTHERLY LINE AND THE EASTERLY LINE OF SAID LOT 2 THE FOLLOWING THREE (3) COURSES:

1. N89°44'10"E, A DISTANCE OF 5.72 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 89°42'25", A RADIUS OF 49.50 FEET, AN ARC LENGTH OF 77.50 FEET AND A CHORD BEARING S45°24'37"E, A DISTANCE OF 69.82 FEET TO A POINT OF TANGENT;
3. S00°33'25"E, ALONG SAID TANGENT, A DISTANCE OF 8.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 1940 SQUARE FEET OR 0.045 ACRES MORE OR LESS.



Job No. 06112

ATTACHMENT TO LEGAL DESCRIPTION - NOT A SURVEY

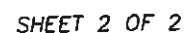


EXHIBIT B

PROPERTY

(attached to and made a part of the Access Easement)

Flatirons, Inc. Exhibit (FSI Job No. 09-56,346)
(two pages), both dated January 13, 2010 are attached
hereto and by this reference incorporated herein.

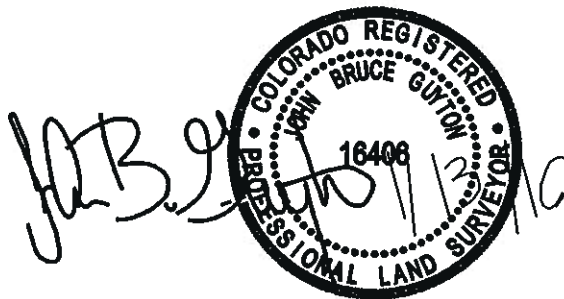
EXHIBIT

A PART OF LOT 2, BLOCK 2, STAPLETON FILING NO. 7,
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY AND COUNTY OF DENVER, STATE OF COLORADO
SHEET 1 OF 2

A PORTION OF LOT 2, BLOCK 2, STAPLETON FILING NO 7 AS RECORDED AT
RECEPTION NO. 2007186151 IN THE CLERK AND RECORDERS OFFICE OF THE CITY
AND COUNTY OF DENVER, STATE OF COLORADO, LOCATED IN THE SOUTHEAST
QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, FROM WHENCE THE
SOUTH QUARTER CORNER OF SECTION 22 BEARS SOUTH 89°31'20" WEST 2651.78
FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG
THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 22 NORTH 00°33'25"
WEST, A DISTANCE OF 76.31 FEET; THENCE DEPARTING SAID EAST LINE SOUTH
89°26'35" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 84°51'15" WEST, A
DISTANCE OF 12.06 FEET, TO THE SOUTHEAST CORNER OF LOT 2, BLOCK 2,
STAPLETON FILING NO. 7, RECEPTION NO. 2007186151; THENCE ALONG THE EAST
LINE OF SAID LOT 2, NORTH 00°33'25" WEST, A DISTANCE OF 924.39 FEET, TO THE
POINT OF BEGINNING; THENCE DEPARTING FROM THE EAST LINE OF SAID LOT 2,
SOUTH 89°26'35" WEST, A DISTANCE OF 442.00 FEET, TO A POINT ON THE
WESTERLY LINE OF SAID LOT 2, BLOCK 2; THENCE ALONG SAID WESTERLY LINE
THE FOLLOWING TWO (2) COURSES: NORTH 00°33'25" WEST, A DISTANCE OF 116.56
FEET; THENCE NORTH 26°51'22" EAST, A DISTANCE OF 140.19 FEET, TO THE
NORTHWEST CORNER OF SAID LOT 2, BLOCK 2; THENCE ALONG THE NORTHERLY
LINE OF SAID LOT 2, BLOCK 2, THE FOLLOWING FIVE (5) COURSES:
SOUTH 84°13'25" EAST, A DISTANCE OF 49.32 FEET; THENCE NORTH 89°44'10"
EAST, A DISTANCE OF 251.92 FEET; THENCE NORTH 00°15'50" WEST, A DISTANCE
OF 20.00 FEET; THENCE NORTH 89°44'10" EAST, A DISTANCE OF 27.17 FEET, TO
A POINT OF CURVATURE; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH
A RADIUS OF 49.50 FEET, AN ARC LENGTH OF 77.50, AN INCLUDED ANGLE OF
89°42'25", A CHORD BEARING OF SOUTH 45°24'37" EAST, AND A CHORD LENGTH OF
69.82 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 2, BLOCK 2;
THENCE ALONG THE EASTERLY LINE OF SAID LOT 2, BLOCK 2, SOUTH 00°33'25"
EAST, A DISTANCE OF 204.64 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 101,325 SQUARE FEET OR 2.33 ACRES, MORE OR LESS.



THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT
SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR
PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF
LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE
ACCOMPANYING PARCEL DESCRIPTIONS. RECORD
INFORMATION SHOWN HEREON IS BASED ON TITLE
DOCUMENTS PROVIDED BY CLIENT.

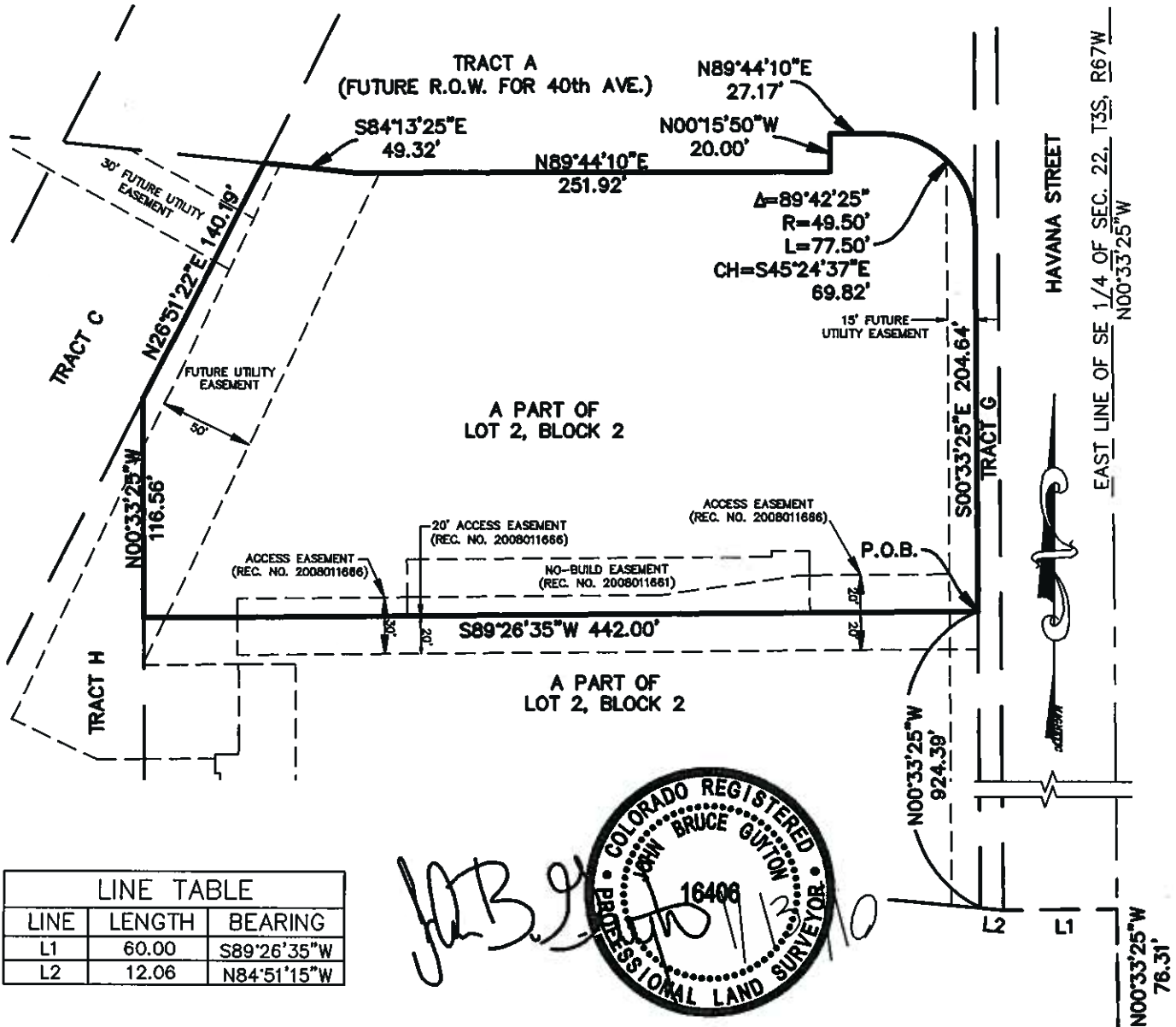
DATE: JANUARY 13, 2010
FSI JOB NO. 09-56,346



Flatirons, Inc.
3825 IRIS AVENUE, SUITE 100
BOULDER, CO 80301
PHONE: (303) 443-7001
FAX: (303) 443-9830
www.flatironsurv.com

EXHIBIT

A PART OF LOT 2, BLOCK 2, STAPLETON FILING NO. 7,
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY AND COUNTY OF DENVER, STATE OF COLORADO
SHEET 2 OF 2



SOUTH LINE SE 1/4 SEC 22, T3S, R67W, 6TH P.M.
BASIS OF BEARINGS
S89°31'20"W 2651.78'

SOUTH QUARTER COR SEC 22
FOUND 3 1/4" ALUM. CAP
IN RANGE BOX MARKED "PLS 11434"

(POINT OF COMMENCEMENT)
SOUTHEAST COR SEC 22
FOUND 3 1/4" ALUM. CAP
IN RANGE BOX
MARKED "PLS 11434"

Scale: 1" = 80'



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