

WHEN RECORDED RETURN TO:  
**Balsam GWG LLC**  
**1118 Race Street**  
**Denver, CO 80206**



*First American*

File Number: NCS-635568-CO

### WARRANTY DEED

**THIS DEED**, Made this February 12<sup>th</sup>, 2014 between **First Abilene Limited Liability Company, a Colorado limited liability company** of the City and County of **Denver** and State of Colorado, grantor, and **Balsam GWG LLC** whose legal address is **1118 Race Street, Denver, CO 80206** of the City and County of **Denver** and State of Colorado, grantee:

**WITNESSETH**, That the grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs, successors and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the Aurora County of Arapahoe, State of Colorado, described as follows:

**Parcel I:**  
**Lot 3, Block 1,**  
**COMMUNITY SHOPPING CENTER SUBDIVISION FILING NO. 4,**  
**County of Arapahoe,**  
**State of Colorado.**

**Parcel II:**  
**Easements for the passage and parking of motor vehicles and the passage and accommodation of pedestrians as set forth in the Reciprocal Easement and Access Agreement recorded July 26, 1977 in Book 2622 at Page 692, in the records of the office of the Clerk and Recorder of the County of Arapahoe, State of Colorado.**

**Parcel III:**  
**Easements for ingress, egress and utilities as set forth in the Reciprocal Parking and Access Agreement / Restrictive Covenant recorded December 21, 1989 in Book 5836 at Page 362, in the records of the office of the Clerk and Recorder of the County of Arapahoe, State of Colorado.**

also known by street and number as: **1310-1320 S. Abilene Street, Aurora, CO 80012**

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and remainders, rents, issues and profits thereof; and all the estate, right, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.



Doc Fee: \$190.00

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the said grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, and except general taxes for the current year and subsequent years, and except easements, covenants, reservations, restrictions, and right of way, if any, of record.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, The grantor has executed this deed on the date set forth above.


By: First Abilene Limited Liability  
Company, a Colorado limited liability  
company

  
By: Stephen F. Elken,  
Title: Manager/Member

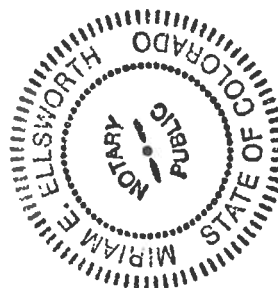
State of **Colorado** )  
County of Denver )ss  
)

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2014 by **Stephen F. Elken, the Manager/Member of First Abilene Limited Liability Company, a Colorado limited liability company.**

Witness my hand and official seal.

  
Notary Public

My commission expires: 3/17/2014





## LICENSE AGREEMENT

16-39

THIS LICENSE AGREEMENT is made this 16<sup>th</sup> day of December 2016 by and between the CITY OF AURORA, COLORADO, a municipal corporation, herein referred to as "City," and Balsam GWG, LLC, herein referred to as "Licensee" (whether grammatically singular or plural).

### WITNESSETH That:

The term "Licensee" shall include employees, agents and contractors of Licensee.

The term "property" as used herein refers to real property and includes easements, rights-of-way and other City interests in land and may sometimes be referred to herein as "City property."

The City, by these presents, without warranting title or interest, and subject to the covenants hereinafter set forth, does hereby authorize the Licensee, its successors and assigns to construct, operate, maintain, repair and replace: Double sliding gate, protective barrier around gate, 20' security gate with knox hardware, fencing, bollards, and two (2) keypad entry systems, as illustrated in Exhibit A, all situated in the Community Shopping Center Subdivision Filing No. 4, in the NW 1/4 of Section 19, Township 4 S, Range 66 W, of the 6<sup>th</sup> P.M., Arapahoe County, State of Colorado at the location described in Exhibit A, attached hereto and made a part hereof by reference.

### CONSTRUCTION REGULATIONS

Any construction initiated under this License shall comply with and conform to the standards formulated by the City, including, but not by way of limitation, Rules and Regulations promulgated by the Directors of Aurora Water, Public Works and Parks and Open space of the City, all ordinances of the City and any and all state statutes.

### PLAN REVIEW

The Licensee, at least fifteen (15) days prior to the proposed date for commencement of the work hereby authorized, shall submit to the City for its approval a duplicate set of final detailed plans of the installation Licensee proposes to construct, utilize, modify, repair, replace or maintain hereunder. No further construction will be permitted on the licensed premises until the City has approved the plans therefor.

### NOTICE OF CONSTRUCTION

The Licensee shall notify the City's Director of Public Works at least three (3) days prior to commencement of the construction of, modifications or repairs to Licensee's installation, so that the City may make such inspections as it considers necessary. Such notice shall make reference to the license agreement number. In the event of emergency repairs required for safety or restoration of service to utility customers, Licensee shall not be required to furnish notice prior to commencing said repairs but shall notify the City of the nature and extent of any such emergency work.