

Insert Project Number: 2014D00341
MASTER: 2014-PROJMSTR-0000883

PERMANENT NON-EXCLUSIVE EASEMENT

Greenbox IV Self Storage

This Permanent Non-Exclusive Easement (“Easement”), made this 20th day of October, 2015 between Greenbox IV, LLC whose address is 2737 Larimer Street, Denver, CO 80205 (“Grantor(s)” or “Owner(s)”) and the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“City” or “Grantee”)

For and in consideration of connection to city wastewater facilities and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantor agrees as follows:

1. The Grantor(s) are the owner of the property commonly known and addressed as 4700 East Evans Avenue, Denver, CO 80222 (the “Property”), described in Exhibit A attached hereto and incorporated herein, which will be served by the following privately owned wastewater facilities: storm sewer, permanent underground detention/water quality structure or vault without pump(s) and storm sewer outlet pipe (collectively the “Facilities”).
2. The Grantor(s) are jointly and severally responsible for the maintenance and service of such Facilities to ensure conformance with all applicable plans and standards approved by the City.
3. The Grantor(s) hereby grant(s) and convey(s) a permanent non-exclusive easement to the City under, in, upon, across and over the land described in Exhibit B attached hereto and incorporated herein (“Easement Area”), for the purpose of maintaining, repairing, and servicing the Facilities if required as set forth herein, together with any and all rights of ingress and egress, necessary or convenient to the City to accomplish such purposes.
4. The Grantor(s) shall pay for and be responsible for all costs to construct, reconstruct, repair and maintain the Property, the Easement Area and all Facilities within the Easement Area to ensure conformance with all applicable plans and standards relating to the Facilities approved by the City. The City shall not be responsible for any construction, repairs, maintenance, cleaning, snow removal or any other services on the Property, within the Easement Area or of the Facilities.

5. If, in the sole opinion of the City's Manager of Public Works, Facilities are not properly maintained, constructed, repaired, or serviced by Grantor(s), the City shall give notice to the Grantor(s) and if maintenance, construction, repairs, servicing, or corrections are not made within the time designated in such notice, the City is authorized, but not required, to make or have made maintenance, construction, repairs, servicing or corrections. If the City performs such maintenance, construction, repair, servicing or correction, the City shall charge and collect the cost thereof from the Grantor(s). However, in cases of emergency, as solely determined by the City's Manager of Public Works, the City may choose to make immediate maintenance, servicing, repairs or corrections and to collect the cost thereof from the Grantor(s) without notice.

6. The Grantor(s) shall in no way consider or hold the City or its personnel liable for trespass in the performance of any of the maintenance, construction, repairing, servicing, correcting or other activities referred to herein. Grantor(s) hereby agree to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Easement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City. Grantor(s) duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Grantor(s) duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages. Grantor(s) will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy. This defense and indemnification obligation shall survive the termination of this Easement.

7. If the Grantor(s) form an Owners Association to hold title to and/or administer the use, construction, repair, servicing and maintenance of the Facilities, the declaration or any similar instrument for any such Owners Association shall clearly state that the Owners Association has joint and several financial responsibility for the maintenance and repair of such Facilities, and the indemnity provisions of this Easement.

8. This Easement shall run with the land and shall be binding upon, jointly and severally, and shall inure to the benefit of, the parties hereto, their heirs, successors, or assigns.

9. This Permanent Non-Exclusive Easement shall be recorded in the Denver County real property records.

10. Notices required hereunder shall be in writing and shall be personally delivered or mailed by registered and certified United States mail, postage prepaid, return receipt requested to the following address, or at such other addresses that may be specified in writing:

If to City: Manager of Public Works
201 W. Colfax, Department 608
Denver, CO 80202

If to Grantor(s): Greenbox IV LLC
2737 Larimer Street
Denver, CO 80205
Attn: Bahman Shafa

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

[Signatures follow on next page.]

IN WITNESS WHEREOF, the Grantor(s) hereto have executed this Permanent Non-Exclusive Easement as of the day and year first above written.

GRANTOR(S):

BY: [Signature] MANAGING MEMBER
Person(s) and Title(s)
BAHMAN SHAFI
Printed Name(s)

STATE OF Colorado)

_____) ss

COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 20th day of October, 2015, by Bahman Shafi as Managing Member for Greenbox IV, as the Grantor(s).

Witness my hand and official seal.

TIAMO WRIGHT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154034271
COMMISSION EXPIRES AUG. 31, 2019

My commission expires: August 31, 2019

[Signature]
Notary Public

4712 Ferris Street Denver CO 80212
Address

CBM Surveys, Inc.

1418 South Addison Court
Aurora, Colorado 80018
Tel (720) 373-8376
Fax (866) 395-6482

EXHIBIT A
PROPERTY DESCRIPTION
(4700 East Evans Avenue, Denver)

A parcel of land located in portions of Lots 1 through 11 and Lots 31 through 48 Block 8, Warren's University Heights and Lots 11 through 13, Block 9, Warren's University Heights and a portion of vacated Morse Avenue, all lying in the NW 1/4 of Section 30, Township 4 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado being more particularly described as follows:

Commencing at the center quarter corner of said Section 30,
WHENCE the North quarter corner of said Section 30 bears North 00°33'17" West, a distance of 2644.89 feet;

THENCE N11°15'55"W, a distance of 1305.75 feet to the East line of said Lot 1, Block 8, WARREN'S UNIVERSITY HEIGHTS, being a point on the Southeasterly right-of-way line of I-25 as shown on Colorado Department of Transportation plans for Project NH 0252-299 I-25/I-225 Southeast Corridor, project code 11584, also being the POINT OF BEGINNING;

THENCE N72°57'50"E along the southerly line of a parcel of land described at Reception Number 2001063329, a distance of 34.54 feet;

THENCE N89°31'39"E along the northerly line of said Lot 48, a distance of 90.50 feet;

THENCE S00°23'01"E along the easterly lines of said Lots 48 to 39 of said Block 8, a distance of 250.00 feet to the northeast corner of said Lot 39;

THENCE N89°31'39"E along the easterly extension of the northerly line of said Lot 39, Block 8 and continuing along the northerly line of said Lot 11, Block 9, a distance of 89.68 feet;

THENCE S00°33'17"E along the easterly lines of said Lots 11 through 13, Block 9, a distance of 75.00 feet;

THENCE S89°31'39"W along the southerly line of said Lot 13, Block 9 and the westerly extension thereof, a distance of 89.90 feet to the northeast corner of said Lot 35, Block 8;

THENCE S00°23'01"E along the easterly lines of said Lots 35 through 31, Block 8, a distance of 115.95 feet to the northerly corner of land described in Book 648 at Page 545;

THENCE N34°28'34"W along the northeasterly line of land described in Book 651 at Page 180, a distance of 346.16 feet;

THENCE N33°11'12"W along the northeasterly line of land described at Reception No. 2001063329, a distance of 34.45 feet;

THENCE N33°11'12"W along the northeasterly line of land described at Reception No. 2001063329, a distance of 52.73 feet;

EXHIBIT A

THENCE continuing along the northeasterly line of lands described at Reception Number 2001063329 with a curve turning to the right with a radius of 42.25 feet, with an arc length of 15.56 feet, with a chord bearing of N22°50'17"W, with a chord length of 15.47 feet;

THENCE N00°22'51"W, non-tangent to the last and following described curve, along said Easterly right-of-way line of I-25, a distance of 17.44 feet to the Southeasterly right-of-way line of I-25 as shown on Colorado Department of Transportation plans for Project NH 0252-299 I-25/I-225 Southeast Corridor, project code 11584;

THENCE along said Southeasterly right-of-way line of I-25 on the arc of a curve to the right, having a radius of 42.25 feet, a distance of 55.19 feet (the chord of said arc bears North 48°57'26" East, a distance of 51.35 feet);

THENCE North 85°42'44" East, non-tangent to the last described curve, along said Southeasterly right-of-way line of I-25, a distance of 84.83 feet, more or less, to the POINT OF BEGINNING, City and County of Denver, State of Colorado.

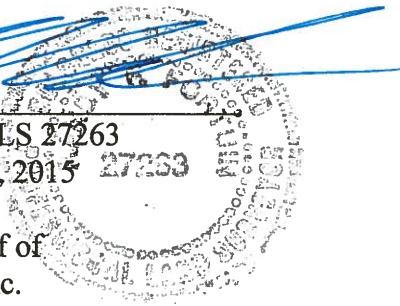
Containing 1.567 Acres, more or less.

Randy Fortuin, PLS 27263

Date: October 22, 2015 27263

Job No.: 1862

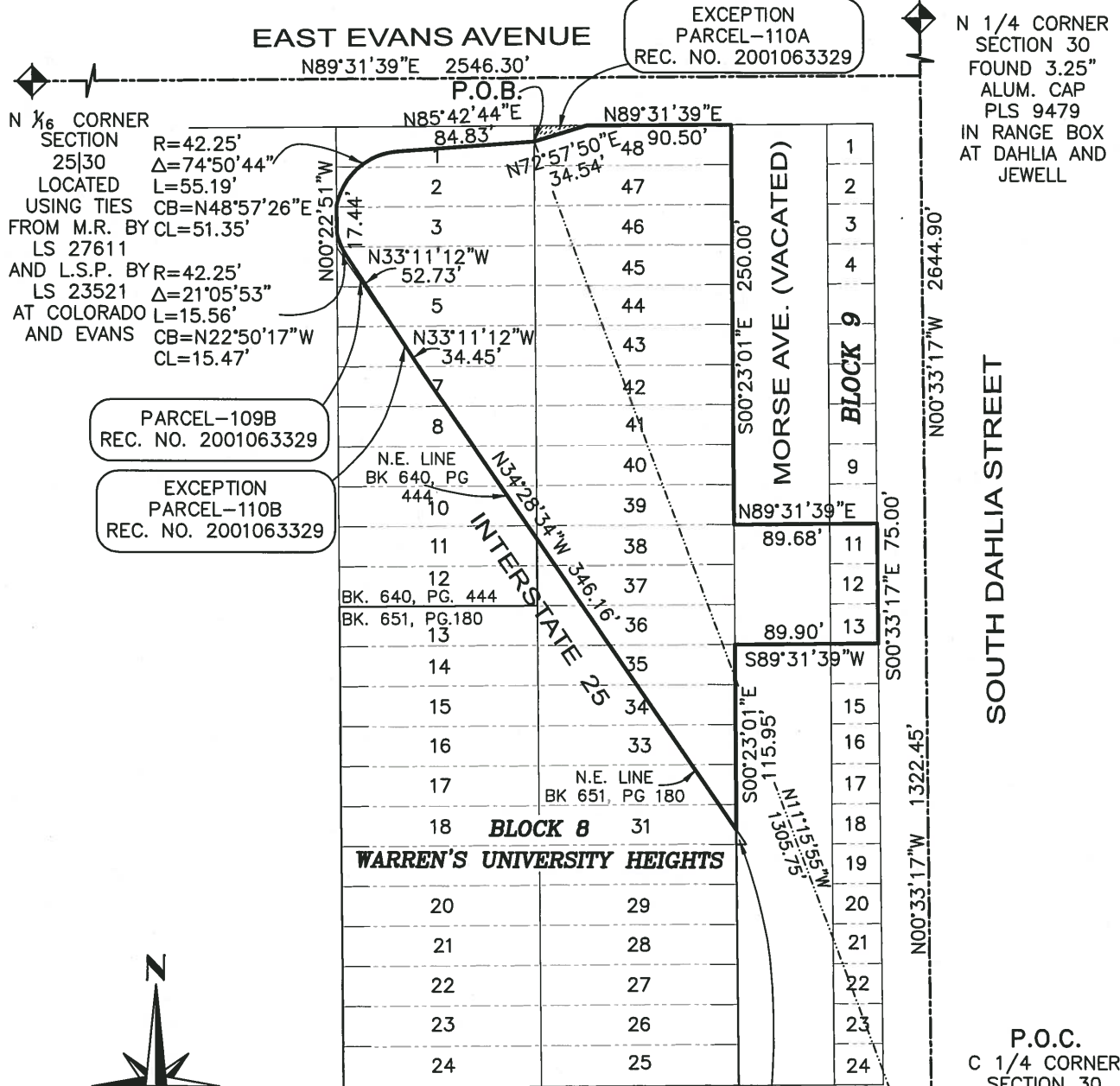
For and on Behalf of
CBM Surveys, Inc.



CBM SURVEYS, INC. 1418 S. Addison Ct.
 LAND SURVEYING SERVICES Aurora, CO 80018
 720-373-8376

EXHIBIT A

THIS IS NOT A LAND SURVEY PLAT



SCALE: 1" = 100'

SHEET ~~2 OF 2~~ 3 OF 3

P.O.C.



October 29, 2015

Randy Fortuin, PLS 27263
 For and on Behalf of CBM Surveys, Inc.

APPROX. PROPERTY DESCRIPTION:

Portions of Blocks 8 and 9,
 Warren's University Heights, Together
 with a portion of Morse Ave., vac.,
 County of Denver, State of Colorado

N.W. 1/4 30-T4S-R67W

ADDRESS:

4700 East Evans Ave.
 City of Denver

DATE: Oct. 29, 2015

DWG: 1862PNEEALL.DWG

CBM Surveys, Inc.

1418 South Addison Court
Aurora, Colorado 80018
Tel (720) 373-8376
Fax (866) 395-6482

EXHIBIT B

PROPERTY DESCRIPTION

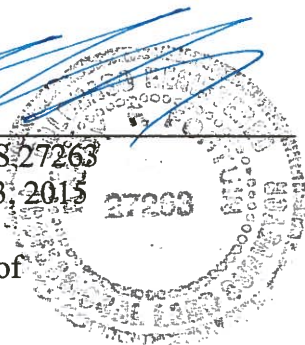
(4700 East Evans Ave.)

A parcel of land located in a portion Lots 2 through 6 and Lots 46 through 48, Block 8, Warren's University Heights being in the Northwest Quarter of Section 30, Township 4 South, Range 67 West of the 6th Principle Meridian, City and County of Denver, State of Colorado, being more particularly described as follows.

COMMENCING at the Northeast corner of said Lot 48;
THENCE S89°31'39"W along the Northerly line of said Lot 48, a distance of 90.50 feet;
THENCE S72°57'50"W along the Southerly line of land described at Reception Number 2001063329, a distance of 9.33 feet to the POINT OF BEGINNING;
THENCE S00°01'41"W, a distance of 48.10 feet;
THENCE N90°00'00"W, a distance of 60.43 feet;
THENCE S00°00'00"E, a distance of 80.00 feet;
THENCE N90°00'00"W, a distance of 24.00 feet;
THENCE N00°00'00"W, a distance of 90.00 feet;
THENCE N90°00'00"E, a distance of 74.43 feet;
THENCE N00°01'41"E, a distance of 35.03 feet;
THENCE N72°57'50"E along the Southerly line of land described at Reception No. 2001063329, a distance of 10.46 feet to the POINT OF BEGINNING.

Containing 3,130 Square Feet (0.072 Acres), more or less.

Randy Fortuin, PLS 27263
Date: September 23, 2015
Job No.: 1862
For and on Behalf of
CBM Surveys, Inc.

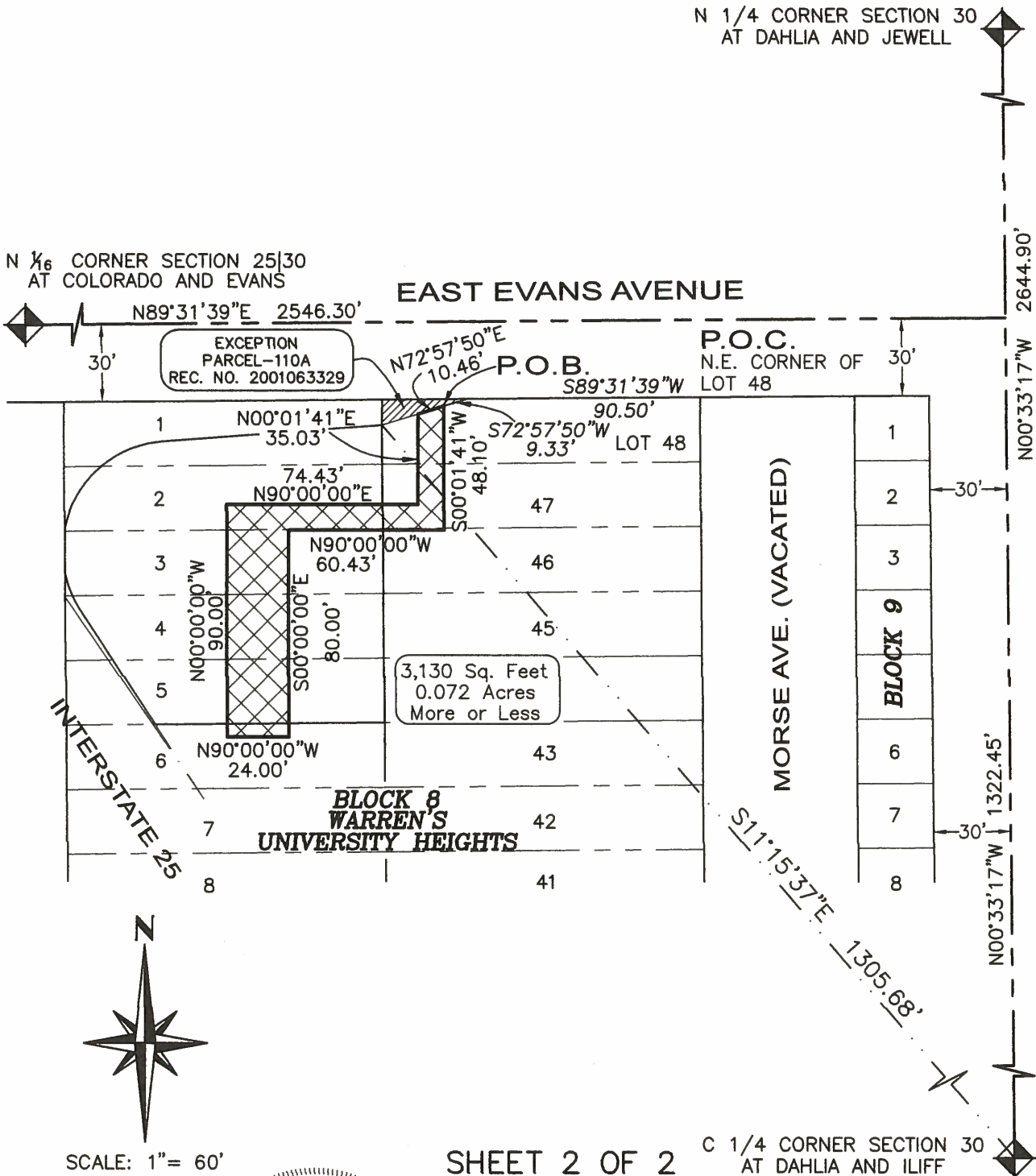


CBM SURVEYS, INC.
LAND SURVEYING SERVICES

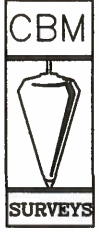
1418 S. Addison Ct.
Aurora, CO 80018
720-373-8376

EXHIBIT B

THIS IS NOT A LAND SURVEY PLAT



SHEET 2 OF 2



SEPTEMBER 23, 2015

Randy Fortuin, P.L.S. 27263
For and on Behalf of CBM SURVEYS, INC.

APPROX. PROPERTY DESCRIPTION:
A portion of Lots 2-6 and 46-48,
Block 8,
Warren's University Heights
County of Denver, State of Colorado

N.W. 1/4 30-T4S-R67W

ADDRESS:
4700 East Evans Ave.
City of Denver

DATE: Sept. 23, 2015

DWG: 1862PNEE1.DWG