



2017098408

Page: 1 of 5

D \$0.00

PERMANENT NON-EXCLUSIVE EASEMENT

Sanitary and Storm Sewers Tracts A, C, D, E and F

(PNEE 3 and KKR #16)

This Permanent Non-Exclusive Easement ("Easement"), made and given as of July 27, 2017, by BROADWAY STATION PARTNERS, LLC, a Delaware limited liability company ("Grantor") to and for the benefit of the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado ("City" or "Grantee")

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantor agrees as follows:

1. Grantor is the owner of the property legally described in Exhibit A attached hereto and incorporated herein (the "Property").
2. Grantor is constructing certain storm and sanitary sewer facilities within the Property (collectively the "Facilities").
3. Grantor will be responsible for causing the maintenance, repair, and service of such Facilities to ensure conformance with all applicable plans and standards approved by the City.
4. Grantor hereby grants and conveys a permanent non-exclusive easement to the City under, in, upon, across and over the Property ("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.
5. The Grantor shall pay for and be responsible for all costs to construct, reconstruct, repair, service, 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.
6. If, in the sole opinion of the City's Manager of Public Works, the Facilities are not properly maintained, constructed, repaired, or serviced by Grantor, the City shall give notice to the Grantor 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. 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 without notice.

7. The Grantor 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 hereby agrees 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 by Grantor or its contractors ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the result of 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 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 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 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.

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 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: Broadway Station Partners, LLC
2420 17th Street
3rd Floor
Denver, CO 80202

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.

12. This Easement or any portion thereof shall automatically terminate upon dedication of that portion of such Easement Area to and acceptance by the City and County of Denver as public right-of-way. Any portion of the Easement Area not so dedicated as public right-of-way shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the day and year first above written.

GRANTOR:

BROADWAY STATION PARTNERS, LLC, a Delaware limited liability company

By: Frontier Renewal LLC, a Delaware limited liability company, its manager

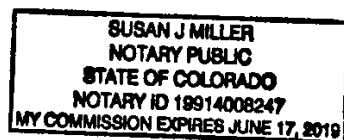
By: 
Daniel Jacobs, Chief Executive Officer

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on July 27, 2017, by Daniel Jacobs, Chief Executive Officer of Frontier Renewal LLC, a Delaware limited liability company, as manager of Broadway Station Partners, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: 6/17/2019



Susan J Miller
Notary Public

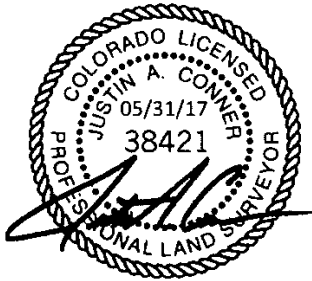


~~2015-PRJ MSTR-0000479-FNDE-003~~
~~2016-PRJ MSTR-0000367-FNDE-003~~
1601 Blake Street, Suite 200
Denver, Colorado 80202
Phone: 303-572-0200
Fax: 303-572-0202
www.matrixdesigngroup.com

**EXHIBIT A
LAND DESCRIPTION**

A PORTION OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

TRACTS A, C, D, E, AND F, BROADWAY STATION FILING NO. 1 RECORDED ON MAY 25, 2017 IN THE OFFICE OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER UNDER RECEPTION NUMBER 2017068642. CITY AND COUNTY OF DENVER, STATE OF COLORADO.



JUSTIN A. CONNER, PLS 38421
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.
1601 BLAKE STREET, SUITE 200
DENVER, CO 80202
PH. (303)572-0200

