



After recording return to:  
Denver City Attorney's Office  
201 W. Colfax Avenue, Dept. 1207  
Denver, Colorado 80202

**PUBLIC ACCESS EASEMENT**

**THIS PUBLIC ACCESS EASEMENT** ("Easement") is made as of the date set forth below by and **BROADWAY STATION PARTNERS, LLC**, a Delaware limited liability company ("Grantor") for the benefit of the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and home rule city ("Grantee").

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby sell, convey, transfer, and deliver to Grantee and its successors and assigns a permanent non-exclusive public access easement to have and to hold the perpetual right to enter upon and across the lands located in the City and County of Denver and described on Exhibit A, ("Easement Area"), attached hereto and incorporated herein by this reference, for the purpose of vehicular and pedestrian ingress and egress by the general public and Grantee.

Grantor hereby covenants that it is lawfully seized and possessed of the Easement Area, and that it has good and lawful right to grant this Easement.

Every term and covenant of this Easement is subject to and is to be construed in accordance with the provisions of Colorado law, any applicable State or federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted or promulgated pursuant thereto ("Laws"). The Laws, as the same may be amended from time to time, are hereby incorporated into this Easement as if fully set out herein by this reference. Venue for any action arising under the Easement is in the Denver District Court for the City and County of Denver, Colorado.

The provisions of the Easement inure to the benefit of and bind the successors and assigns of the Grantor and Grantee. All covenants and other obligations set forth in this Easement shall apply to and run with the land.

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 not so dedicated as public right-of-way shall remain in full force and effect.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and official seals on this 06 day of June, 2017.

**GRANTOR:**

**BROADWAY STATION PARTNERS, LLC**, a Delaware limited liability company

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

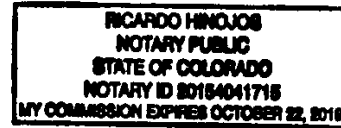
By: [Signature]  
Daniel Jacobs, Chief Executive Officer

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

The foregoing instrument was acknowledged before me on June 06<sup>th</sup>, 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: Oct 22, 2019



[Signature]  
Notary Public

**EXHIBIT A**

**Legal Description**

TRACTS A, C, D, E, F & H

BROADWAY STATION FILING NO. 1  
CITY AND COUNTY OF DENVER  
STATED OF COLORADO

### EXHIBIT A

### Easement Area

