

PERMANENT EASEMENT
(Denver Cultural Center Parking Garage)

THIS PERMANENT EASEMENT ("Easement"), is granted this ___ day of _____, 2012, by and between 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 ("City") to the DENVER CULTURAL CENTER PARKING GARAGE CONDOMINIUM ASSOCIATION, INC., a Colorado nonprofit corporation ("Grantee").

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Grantee agree as follows:

1. Grant of Easement. The City grants and conveys a permanent easement to the Grantee, under, through, upon and over the area described in Exhibit A, attached hereto and incorporated herein ("Easement Area") for portions of the parking garage currently located at the northwest corner of Broadway and 12th Ave. The Grantee may, subject to the terms and conditions of this Easement, use the Easement Area in a lawful manner consistent with the rights granted herein.

2. Retained Rights of the City. The City retains the right to the undisturbed use and occupancy of the Easement Area and any adjacent property owned by the City insofar as such use and occupancy is consistent with and does not impair any grant in this Easement, except as otherwise provided in this Easement, including the right to grant additional easements for utilities or otherwise within the Easement Area. The City shall allow the Grantee reasonable and sufficient access, ingress, and egress within the Easement Area. The City shall not construct or place any structure within the Easement Area without prior written consent of the Grantee, which approval shall not be unreasonably delayed, withheld, or conditioned.

3. Covenants of the Grantee.

(a) The Grantee's use of the Easement Area shall not interfere with the City's ability to use the Easement Area or the City's adjacent property, except as otherwise set forth herein or approved in writing by the City's Manager of General Services.

(b) The Grantee shall use its best efforts not to disturb or alter the Easement Area or any portion of adjacent City property (without implying a right to use such property other than the Easement Area), including, but not limited to construction and staging areas, buildings, trees, shrubs, other landscaping, drainage and irrigation systems, except as otherwise provided for herein or as approved by the Manager of General Services. Grantee shall, at the Grantee's sole cost and expense, restore the Easement Area, utilities, improvements and any other property disturbed to substantially the same condition and grade as the same were in prior to any activity of the Grantee, except as otherwise approved by the Manager of General Services. Grantor shall have the right to

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City shall arise at the time of written notice of the Claim first provided to the City regardless of whether the claimant has file suit on the Claim. Grantee's duty to defend and indemnify the City arises even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages. The Grantee shall defend any and all Claims which may be brought or threatened against the City and will pay of behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy. Insurance coverage shall in no way lessen or limit the liability of the grantee under this indemnification obligation. This defense and indemnification obligation shall survive the termination of this Easement.

6. Governing Law; Venue. Each and every term, condition, or covenant of this Easement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this Easement as if fully set out by this reference. Venue for any action relating to this Easement shall be in the State District Court in the City and County of Denver, Colorado unless otherwise required by law.

7 Successors and Assigns and Running With the Land. The provisions of this Easement shall inure to the benefit of and bind the successors and assigns of the parties and all covenants herein shall apply to and run with the land.

8. Authorization. The Grantee represents that the signatories to this Easement have the authority to execute this Easement on behalf of Grantee.

9. Severability. The promises and covenants in this Easement are several in nature. Should any one or more of the provisions of this Easement be judicially adjudged invalid or unenforceable, the judgment shall not affect, impair, or invalidate the remaining provisions of this Easement if the intent of the City and Grantee can be fulfilled.

10. Notices. All notices under this Easement shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to City: Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

CITY:

CITY AND COUNTY OF
DENVER,
a Colorado municipal corporation

ATTEST:

Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By: _____
Mayor

APPROVED AS TO FORM:
Denver City Attorney,
Attorney for the City and County of Denver

By: _____
Assistant City Attorney

Exhibit A

(Easement Area)

[See Attached]

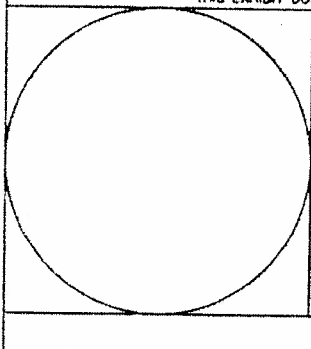
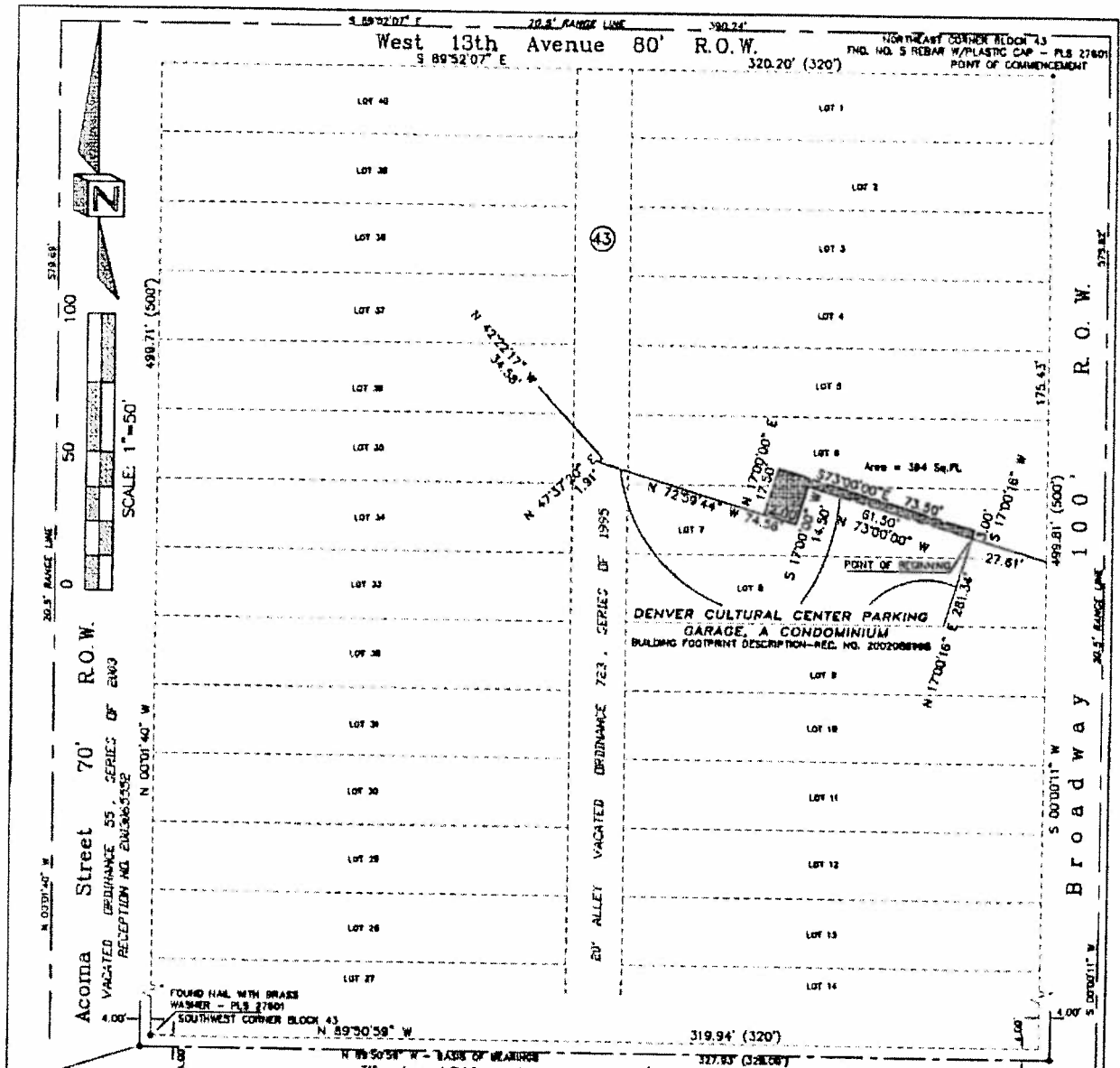
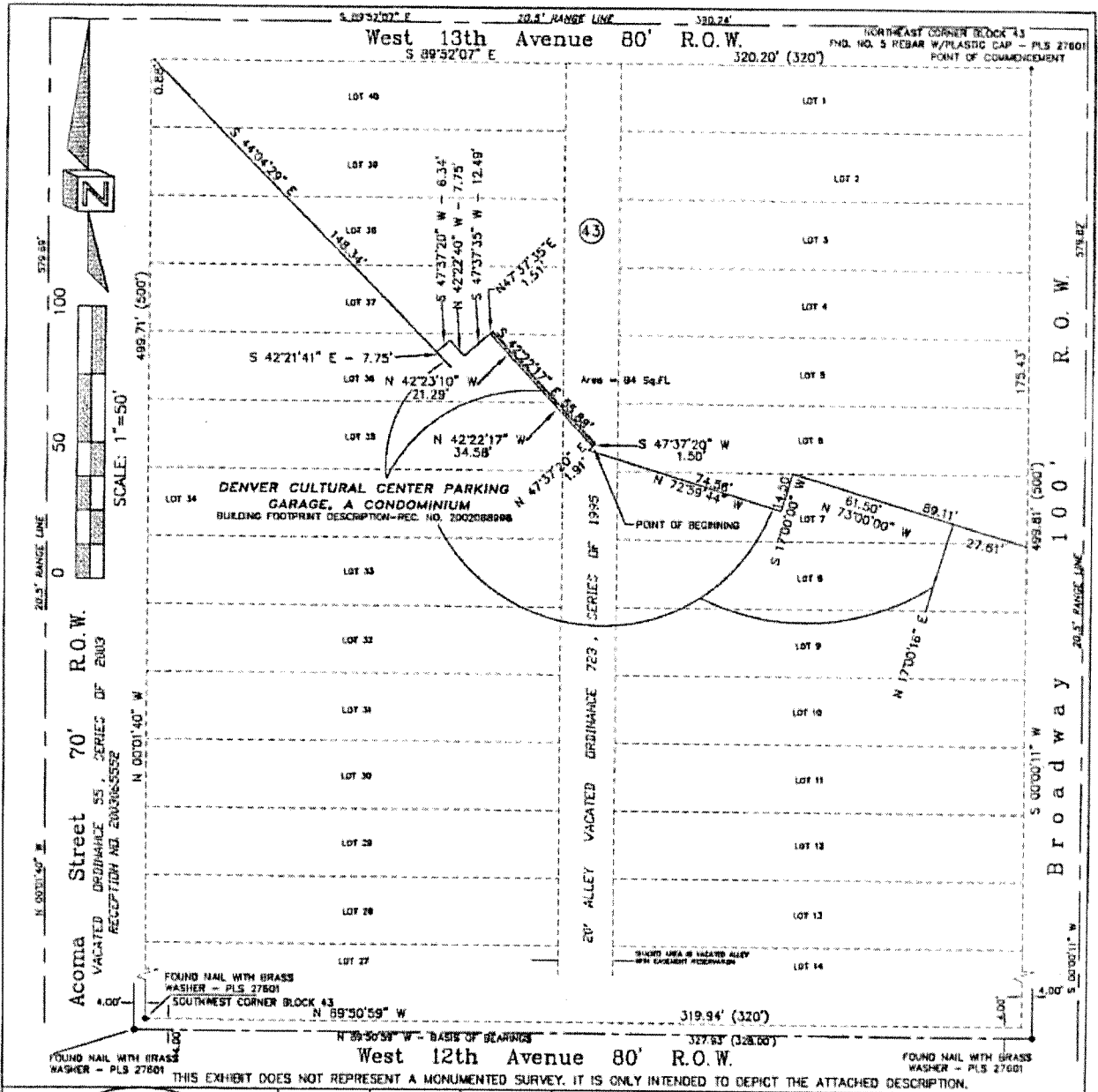


EXHIBIT			
PREPARED BY:		MERIDIAN SURVEYING, INC. 2345 S. FEDERAL BLVD. DENVER, CO 80219 (303) 936-8807 FAX 936-9226	
REVISED	DLF	6/20/11	STRUCTURE EASEMENT DENVER CULTURAL CENTER CONDOMINIUMS BLOCK 43, EVANS ADDITION TO DENVER
DRAWN	DLF	6/10/11	
CHECKED	LWH	6/10/11	
ACTION		BY	DATE
PROJ. NO.		11-1306	
LOCATION:		N1/2, SEC. 3, T. 4 S., R. 68 W., 8TH P.M.	
SCALE:		1" = 50'	
PARCEL:		1	
SHEET:		2 OF 2	



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS ONLY INTENDED TO DEPICT THE ATTACHED DESCRIPTION.

EXHIBIT

PREPARED BY:
MERIDIAN SURVEYING, INC.
 2345 S. FEDERAL BLVD.
 DENVER, CO 80219
 (303) 936-8807 FAX 936-9226

STRUCTURE EASEMENT
DENVER CULTURAL CENTER CONDOMINIUMS
BLOCK 43, EVANS ADDITION TO DENVER

LOCATION: N1/2, SEC. 3, T. 4 S., R. 68 W., 6TH P.M.

REVISED	DLF	6/20/11
DRAWN	DLF	6/10/11
CHECKED	LWH	9/10/11
ACTION	BY	DATE

PROJ. NO. 11-1306	SCALE: 1"=50'	PARCEL 2	SHEET 2 OF 2
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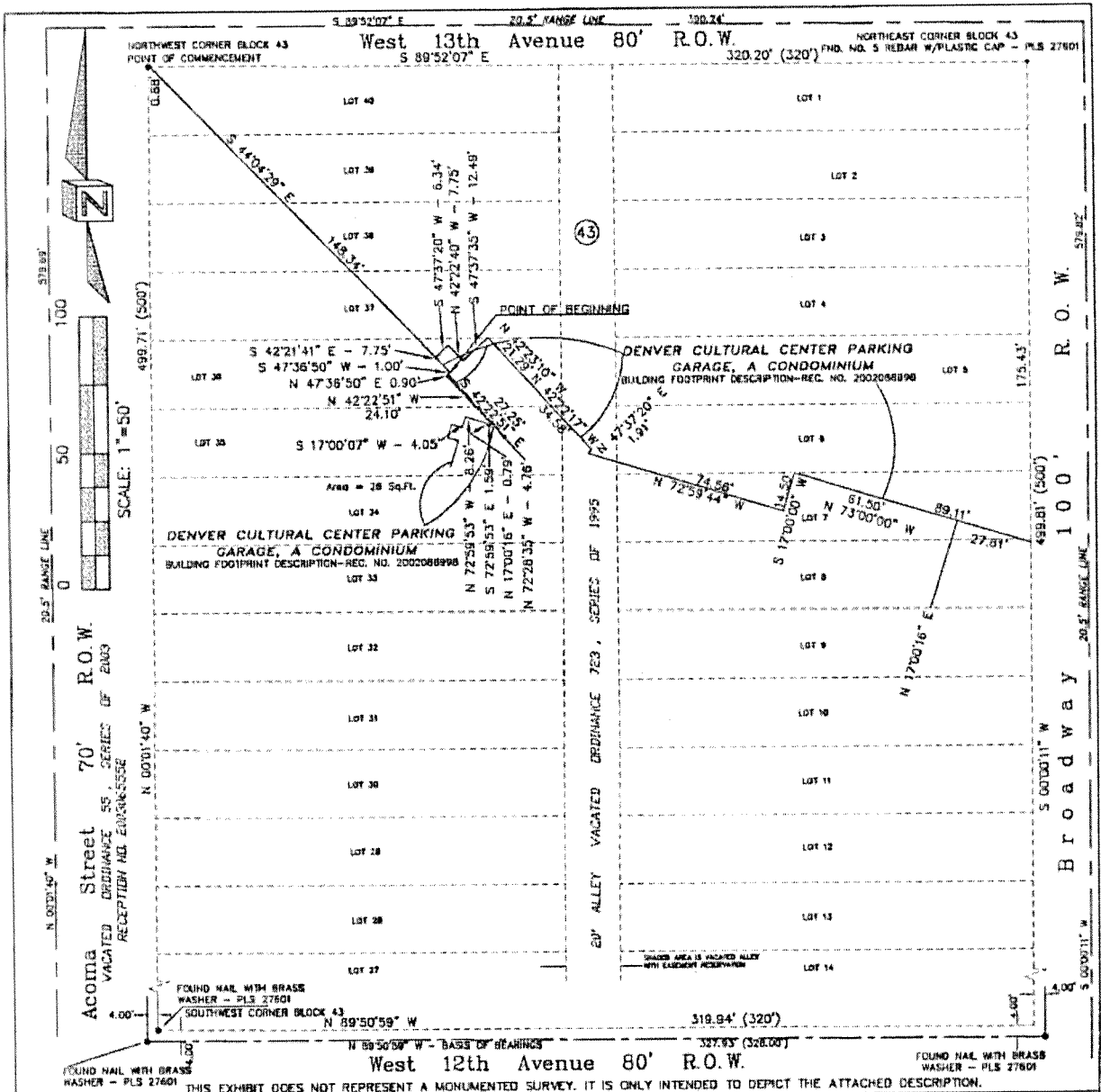


			EXHIBIT			
			PREPARED BY: MERIDIAN SURVEYING, INC. 2345 S. FEDERAL BLVD. DENVER, CO 80219 (303) 936-8807 FAX 936-9226			
REVISED	DLF	8/20/11	STRUCTURE EASEMENT DENVER CULTURAL CENTER CONDOMINIUMS BLOCK 43, EVANS ADDITION TO DENVER			
DRAWN	DLF	8/10/11				
CHECKED	LWN	8/10/11	LOCATION: N1/2, SEC. 3, T. 4 S., R. 68 W., 6TH P.M.			
ACTION	BY	DATE	PROJ. NO. 11-1306	SCALE: 1"=50'	PARCEL 3	SHEET 2 OF 2

