

After Recording Return To:
Denver City Attorney's Office
1437 Bannock, Rm. 353
Denver, CO 80202
Attn: Karen Aviles

2011-900

PERMANENT EASEMENT

(Clyfford Still Museum)

THIS PERMANENT EASEMENT (this "Easement") is granted effective as of October 1, 2011 (the "Effective Date"), by the CITY AND COUNTY OF DENVER, a Colorado municipal corporation and home rule city, whose address is 1437 Bannock Street, Denver, Colorado, 80202 (the "City" or "Grantor") to the CLYFFORD STILL MUSEUM, a Colorado nonprofit corporation, whose address is 1250 Bannock Street, Denver, Colorado 80204 ("CSM").

RECITALS

A. CSM is the owner of the real property legally described in **Exhibit A** attached hereto and incorporated herein (the "CSM Property"), on which is being built the Clyfford Still Museum (the "Still Museum").

B. The City is the owner of the real property legally described in **Exhibit B** attached hereto and incorporated herein, adjacent to portions of the CSM Property and generally located at the southeast corner of 13th Avenue and Bannock Street, Denver, Colorado (the "North Easement Area").

C. The City is the owner of the real property and building used for art museum facilities, including what is commonly referred to as the Hamilton Building located east of and adjacent to the North Easement Area and more particularly described in **Exhibit C** attached hereto and incorporated herein (the "City Museum Parcel").

D. A portion of the City Museum Parcel drains into the North Easement Area, as generally shown on the Drainage Plan prepared by V3 Companies of Colorado, LTD, last revised on March 15, 2010 (DES Project No. 2008-0123), a portion of which is shown on **Exhibit D**, attached hereto and incorporated herein (the "City Drainage Area").

E. The City is the owner of the real property legally described in **Exhibit E** attached hereto and incorporated herein, located south of and adjacent to the CSM Property, the "City's South Parcel" and together with the City Museum Parcel and the North Easement Area, the "City Parcels". Portions of the City South Parcel are described on **Exhibit E** will be used for landscaping and related improvements (the "South Easement Area").

F. The Denver Art Museum, a Colorado nonprofit corporation, is currently the City's agency for art ("DAM Nonprofit").

G. The City and CSM (with DAM Nonprofit signing for limited purposes only) have entered into a Utility Agreement effective September 15, 2011 ("Utility Agreement") relating to Exterior Water Infrastructure, Chilled Water Infrastructure and Heating Hot Water Infrastructure (as each of these terms is defined in the Utility Agreement) and a Joint Use Agreement between CSM, DAM Nonprofit and the City effective as of October 15, 2011 ("Joint Use Agreement") relating to the Electric Utilities Infrastructure (as defined in the Joint Use Agreement).

H. The City desires to grant CSM the Easement (as herein defined) in order to provide for: (1) detention and drainage facilities in the North Easement Area for the mutual benefit of the City Drainage Area and City buildings and property that drain into the City Drainage Area and the CSM Property (the "Drainage Facilities"); (2) landscaping and related improvements in the North Easement Area for the mutual benefit of the CSM Property and the City Parcels (the "North Landscaping," and together with the Drainage Facilities, the "North Easement Improvements"); (3) landscaping and related improvements on the South Easement Area, for the mutual benefit of the CSM Property and the City Parcels (the "South Landscaping"); (4) ingress, egress, and access over, under and across the North Easement Area and the South Easement Area for the mutual benefit of the CSM Property and the City Parcels, including, but not limited to, for purposes and activities related to CSM's operation of the Still Museum.

EASEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant, Term and Purpose of Easement. Pursuant to the terms contained herein, the City does hereby grant and convey to CSM a perpetual, non-exclusive easement (the "Easement") to: (a) enlarge, install, maintain, repair, use and replace the Drainage Facilities upon, under and across the North Easement Area to jointly serve the City Parcels and the CSM Property; (b) install, maintain, repair, use and replace the North Landscaping located in the North Easement Area for the joint benefit of the CSM Property and the City Parcels; (c) install, maintain, repair, use and replace the South Landscaping in the South Easement Area for the joint benefit of the CSM Property and the City Parcels; and (d) provide access, ingress, and egress over, under and across the North Easement Area and the South Easement Area for the mutual benefit of the CSM Property and the City Parcels, including, but not limited to, for purposes and activities related to CSM's operation of the Still Museum.

2. Use of the North Easement Area and South Easement Area.

(a) Although it is intended that the North Easement Area and the South Easement Area are for the joint use and benefit of CSM and the City as described herein, the City reserves the right to use the North Easement Area, the South Easement Area, and the City Parcels for any purpose that does not materially interfere with the rights granted to CSM by this Easement. CSM shall take no action or exercise any right it may otherwise have with respect to the North Easement Area or the South Easement Area in a manner that materially impairs the City's rights reserved hereunder or that materially interferes with any City facilities, including the Hamilton Building, or the City Parcels.

(b) As part of its development of the Still Museum, CSM has installed, at its own cost and pursuant to a separate License Agreement dated May 15, 2010 with the City, (i) an enlarged detention pond (the "Detention Pond") in the North Easement Area and the other Drainage Facilities in accordance with the drainage plans prepared by V3 Companies of Colorado, Ltd. dated March 15, 2011, last revised March 15, 2011 (DES Project No. 2008-0123) (the "Drainage Plans"), and (ii) the North Landscaping in the North Easement Area and the South Landscaping in the South Easement Area in accordance with the Landscape Design Plans, both as prepared by Reed Hildebrand Associates Inc. dated July 23, 2010 (as modified by ASI-33 of Allied Works Architecture, Inc. dated July 6, 2011) (the "Landscape Design Plans").

(c) Any alterations, changes or additions to the North Easement Improvements or the South Landscaping including, but not limited to, the addition of any sculptures, changes to the Landscape Design Plans or changes to the Drainage Plans, may be proposed by either CSM or the City. CSM shall have an opportunity to review and comment on all changes proposed by the City. All changes shall be approved in writing by the City's Managers of Public Works and General Services and the Director of Arts and Venues Denver prior to such changes. Such approvals shall not be unreasonably withheld, conditioned or delayed.

(d) CSM shall keep, at all times, the fire access lanes and loading areas of and to the City Parcels (except in case of emergency) free and clear of all obstructions, unless otherwise approved in writing by the City's Managers of Public Works and General Services and the Director of Arts and Venues Denver prior to such activity.

3. Allocation of Costs. The exercise of the privileges herein granted shall be without cost or expense to the City, except as provided in the Joint Use Agreement and the Utility Agreement.

4. Operation and Maintenance of Joint Use Areas and Improvements. Operation and maintenance of the North Easement Area, the South Easement Area, the North Easement Improvements and the South Landscaping (collectively, the "Joint Use Areas and Improvements") shall be as set forth in the Joint Use Agreement or the Utility Agreement.

5. Environmental Requirements.

(a) As used in this Easement, the following terms shall have the following definitions: (i) "Environmental Laws" means any federal, state or local statute, law, ordinance, regulation, rule, resolution, order, determination, writ, injunction, common law ruling, award, judgment or decree, relating to the remediation, generation, production, installation, use, storage, treatment, transportation, Release, threatened Release, or disposal of Regulated Substances, or the protection of human health, safety, natural resources, animal health or welfare, or the environment; (ii) "Regulated Substance" means and includes but is not limited to the following: solid waste, polychlorinated biphenyls (PCBs), used oil or any petroleum products, radioactive material, pesticides, asbestos and asbestos-containing materials, lead-based paint, any hazardous waste as defined at 42 U.S.C. Section 6903(5) of the Solid Waste Disposal Act, as amended by the Resource Conservation Recovery Act, or in the Colorado Hazardous Waste statute C.R.S. section 25-15-101 et seq., any hazardous substance as defined at 42 U.S.C. Section 9601(14) of the Comprehensive Environmental Response. Compensation and Liability Act, substances defined at 15 U.S.C. Section 2602(2) of the Toxic Substances Control Act, any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute and any substance, chemical, compound, product, solid, gas, liquid, waste, by-product, pollutant, contaminant or material that is listed, classified or regulated pursuant to any Environmental Law; and (iii) "Release" means any presence, emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration or release of Regulated Substances from any source into, under or upon the environment, including the air, soil, improvements, surface water, groundwater, the sewer, septic system, storm drain, publicly owned treatment works, or waste treatment, storage, or disposal systems.

(b) CSM, in performing any work in the North Easement Area or the South Easement Area, shall comply with all Environmental Laws, including but not limited to Environmental Laws regarding the storage, use and disposal of Regulated Substances and regarding Releases or

threatened Releases of Regulated Substances to the environment. CSM shall obtain all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements relating to CSM's performance of any work in the North Easement Area or the South Easement Area. Notwithstanding any other provision in this Easement, the City, as grantor only and not under its police powers, shall release CSM from liability under Environmental Laws arising from or related to facts, circumstances, or conditions at, on, under or from the North Easement Area and the South Easement Area existing, initiated or occurring prior to the Effective Date, except to the extent that such facts, circumstances, or conditions at, on, under or from the North Easement Area and the South Easement Area are directly or indirectly adversely contributed to or impacted by any work performed by CSM. Nothing in this release shall impair or relate to the City's police powers.

6. Insurance.

(a) CSM shall comply with the insurance provisions set forth in **Exhibit F** attached hereto and incorporated herein. In addition to the Certificate of Insurance for CSM's contractor previously provided to the City, CSM shall provide the City's Risk Manager with a copy of its Certificate of Insurance evidencing compliance with all requirements of **Exhibit F**.

(b) CSM recognizes that the City is self-insured for general liability in accordance with the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120. Notwithstanding the foregoing or any other provision of this Easement, CSM understands and agrees that the City, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provision of this Easement, the monetary limitations or any other rights, immunities or protections provided by such Act, or otherwise available to the City, its officers, officials and employees.

7. Defense and Indemnification: Except as expressly provided in other sections of this Easement, CSM hereby releases, indemnifies and saves harmless the City, and its officers, agents and employees, from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City, and its officers, agents and employees, from any and all claims, damages, suits, costs, expense, liability, actions, penalties or proceedings of any kind or nature whatsoever, including without limitation, worker's compensation claims, of or by anyone whomsoever, which, with respect to any of the foregoing (collectively, "Claims"), in any way results from, or arises out of, directly or indirectly, CSM's breach of its obligations under this Easement, including negligent or wrongful acts and omissions of officers, employees, representatives, suppliers, invitees, contractors and agents of CSM; provided, that CSM shall not release, indemnify or save harmless the City, nor any of its officers, agents and employees from damages resulting solely from the negligence or wrongful acts or omissions of the City's officers, agents and employees as determined by a trier of fact. Insurance coverage requirements specified in this Easement shall in no way lessen or limit the liability of CSM under the terms of this indemnification obligation. In addition to the foregoing, CSM will defend and indemnify the City from all 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 indemnification 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.

8. Notices. All notices provided for herein 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 (except as otherwise provided in this Easement) or at such other address that may be specified by written notice in accordance with this Section:

If to City:

Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to:

Denver City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202

and

Manager of Public Works – City and County of Denver
201 W. Colfax Avenue, Department 601
Denver, Colorado 80202

and

Director of Arts and Venues Denver
Attention: Director of Program Development
1245 Champa
Denver, Colorado 80204

and

Manager of General Services – City and County of Denver
201 W. Colfax Avenue, Department 1110
Denver, Colorado 80202

If to CSM:

Clyfford Still Museum
Attn: Director
1250 Bannock St.
Denver, Colorado 80204

9. Parties' Liabilities. Except as expressly provided elsewhere herein, each party shall be responsible for any and all suits, demands, claims, costs, or actions proximately resulting from its own individual acts or omissions or from the acts or omissions of any of its officers, agents or employees.

10. Provisions Run with the Land. The rights, obligations, conditions and provisions of this Easement shall run with the land and shall inure to the benefit of and be binding upon the City and CSM, and their respective successors and assigns.

11. Subject to Local Laws, Venue. Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States and the State of Colorado, the Charter, the Revised Municipal Code and any relevant Ordinances of the City and County of Denver, and regulations enacted pursuant to any of them. The Charter, the Revised Municipal Code and any relevant Ordinances of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Easement as if fully set out herein by this reference. Venue for any legal action relating to this Easement shall lie in the District Court in and for the City and County of Denver, Colorado.

12. Compliance with Laws. All persons or entities utilizing the North Easement Area or the South Easement Area pursuant to this Easement must observe and comply with the applicable provisions of the Charter, the Revised Municipal Code and any relevant Ordinances, rules and regulations of the City and County of Denver, and with all applicable Colorado and federal laws.

13. Appropriation by Denver City Council. All obligations of the City under and pursuant to this Easement are subject to prior appropriations of monies expressly made by the Denver City Council for the purposes of this Easement and paid into the Treasury of the City. This Easement does not, and is not intended to, create a multi year direct or indirect debt or financial obligation of the City.

14. Severability. Whenever possible, each provision of this Easement shall be interpreted in such manner as to be effective and valid under applicable law; provided however if any provision of this Easement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Easement.

15. No Personal Liability. No elected official, director, officer, agent or employee of any party shall be charged personally or held contractually liable by or to another party under any term or provision of this Easement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Easement.

16. No Intentional Partnership. Nothing contained in this shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between the parties, or any portion thereof, other than the relationships expressly described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed as of the Effective Date.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]**

ATTEST:

CITY AND COUNTY OF DENVER, a Colorado
municipal corporation

Debra Johnson, Clerk and Records, *Ex-Officio*
Clerk of the City and County of Denver

Mayor

APPROVED AS TO FORM:
Douglas J. Friednash
City Attorney for the City and County of Denver

By: _____
Assistant City Attorney

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2011 by _____, Mayor of the CITY AND COUNTY OF DENVER, a Colorado
municipal corporation.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

[SEAL]

CLYFFORD STILL MUSEUM,
a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2011 by _____, as _____ of Clyfford Still Museum, a
Colorado nonprofit corporation.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

[SEAL]

EXHIBITS

- Exhibit A – Legal Description of the CSM Property
- Exhibit B – Legal Description of the North Easement Area
- Exhibit C – Legal Description of the City Museum Parcel
- Exhibit D – City Drainage Area
- Exhibit E – Legal Description of the City's South Parcel and the South Easement Area
- Exhibit F – CSM Insurance Requirements

EXHIBIT A

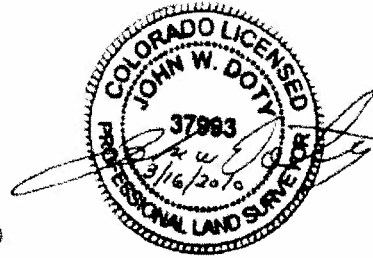
CSM PROPERTY

PARCEL DESCRIPTION:

A PARCEL OF LAND BEING: THE NORTH 15.00 FEET OF LOT 31 AND LOTS 32 THROUGH 36 INCLUSIVE, TOGETHER WITH THE WEST 10.00 FEET OF THE ADJACENT ALLEY VACATED BY ORDINANCE NO. 761, SERIES OF 2009.

THE DESCRIBED PORTIONS ARE WITHIN BLOCK 44, EVANS ADDITION TO THE CITY OF DENVER RECORDED IN CLERK AND RECORDER BOOK 1, PAGE 4, LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY DENVER, STATE OF COLORADO.

CONTAINING 22,399 SQUARE FEET OR 0.514 ACRES MORE OR LESS.



JOHN W. DOTY, P.L.S. 37993
FOR AND ON BEHALF OF V3 COMPANIES, LTD
PROJECT NO. D07039
2399 BLAKE STREET, SUITE 130
DENVER, CO 80205

DES PROJECT NO. 2008-0123



Engineers
Surveyors
Scientists
Construction
Advisors
COMPANIES, LTD.

2399 Blake Street, Suite 130
Denver, CO 80205
303.989.8588 voice
303.989.9932 fax
V3co.com

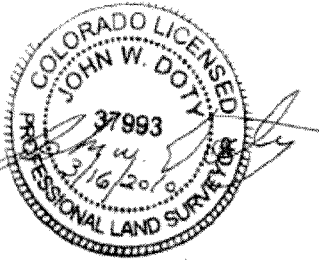
CSM PROPERTY
3/16/2010
D07039 SCALE - N/A
DENVER SHEET 1 OF 2 COLORADO

CSM PROPERTY

NW COR. SEC. 3
T.4S., R.68W., 6th P.M.
RECOVERED 3-1/4" ALUM. CAP
STAMPED "PLS 16401"

N1/4 COR. SEC. 3
T.4S., R.68W., 6th P.M.
LOCATION WAS
DETERMINED FROM RECOVERED
REFERENCE MONUMENTS.
STAMPED "F3 PLS 35585"

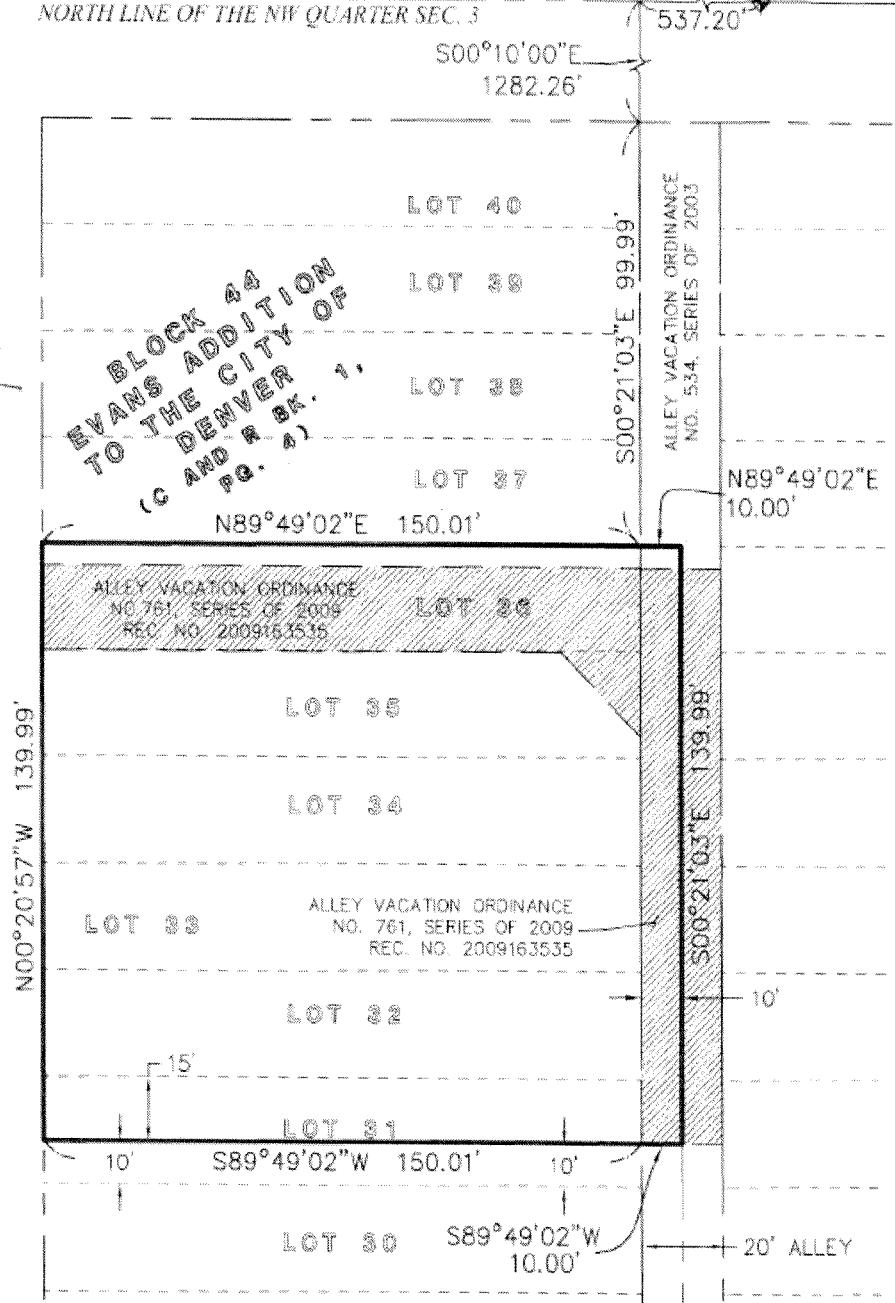
BASIS OF BEARINGS - S89°50'00"W 2646.94(M)
NORTH LINE OF THE NW QUARTER SEC. 3



BLOCK 44
EVANS ADDITION
TO THE CITY OF
DENVER, CO.
(C AND R BK. 1,
PG. 4)

BANNOCK STREET
(80' R.O.W.)

DES PROJECT NO. 2008-0123



PARCEL CONTAINS 22,399 SQUARE FEET
OR 0.514 ACRES±

A PART OF THE NW QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY AND COUNTY OF DENVER, STATE OF COLORADO



**Engineers
Surveyors
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Construction
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V3co.com

CSM PROPERTY

3/16/2010

D07039

1" = 40'

DENVER

SHEET 2 OF 2

COLORADO

EXHIBIT B

NORTH EASEMENT AREA

PARCEL DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN BLOCK 44, EVANS ADDITION TO THE CITY OF DENVER, RECORDED IN CLERK AND RECORDER BOOK 1, PAGE 4, LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 3, DETERMINED FROM RECOVERED REFERENCE MONUMENTS STAMPED "V3 PLS 35585" RESPECTIVELY, WHENCE THE NORTHWEST CORNER OF SAID SECTION 3, AS MONUMENTED BY A RECOVERED 3-1/4" ALUMINUM CAP STAMPED "PLS 16401" BEARS S 89°50'00" W, A DISTANCE OF 2646.94 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION WITH ALL BEARINGS BEING RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, S 89°50'00" W, A DISTANCE OF 537.20 FEET;

THENCE PERPENDICULAR TO SAID NORTH LINE S 00°10'00" E, A DISTANCE OF 1282.26 FEET TO THE NORTHEAST CORNER OF LOT 40 WITHIN SAID BLOCK 44 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTH LINE OF SAID BLOCK 44, N 89°49'02" E, A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF LOT 1, OF SAID BLOCK 44;

THENCE CONTINUING ALONG SAID NORTH LINE, N 89°49'02" E, A DISTANCE OF 50.96 FEET± TO A POINT ON SAID NORTH LINE, SAID POINT BEING ON THE NORTHEASTERLY PROJECTION OF THE DENVER ART MUSEUM BUILDING'S WESTERLY FOUNDATION LINE;

THENCE ALONG SAID PROJECTION LINE AND SAID WESTERLY FOUNDATION LINE, S 14°26'37" W, A DISTANCE OF 148.07 FEET± TO THE SOUTHWESTERLY CORNER OF SAID FOUNDATION LINE;

THENCE CONTINUING ALONG SAID FOUNDATION LINE, S 70°37'18" E, A DISTANCE OF 3.65 FEET± TO A POINT ON THE EASTERLY EDGE OF AN EXISTING CONCRETE RETAINING WALL;

THENCE ALONG SAID EASTERLY EDGE, S 20°41'55" W, A DISTANCE OF 31.12 FEET± TO AN ANGLE POINT IN SAID CONCRETE WALL;

THENCE DEPARTING SAID ANGLE POINT AND CONTINUING ALONG THE SOUTHERLY EDGE OF SAID CONCRETE WALL, S 72°03'01" W, A DISTANCE OF 0.46 FEET± TO AN ANGLE POINT IN SAID CONCRETE WALL;

THENCE DEPARTING SAID CONCRETE WALL LINE ON A LINE PERPENDICULAR TO THE EAST LINE OF A NORTH-SOUTH ALLEY AS VACATED BY ORDINANCE NO. 761, SERIES OF 2009, S 89°38'57" W, A DISTANCE OF 4.97 FEET TO A POINT ON THE EAST LINE OF SAID VACATED NORTH-SOUTH ALLEY;

THENCE ALONG SAID EAST LINE, S 00°21'03" E, A DISTANCE OF 66.26 FEET;

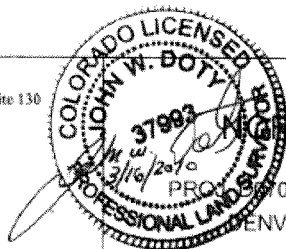
THENCE DEPARTING SAID EAST LINE AND ALONG A LINE PARALLEL WITH THE SOUTH LINE OF ALLEY VACATION ORDINANCE NO. 534, SERIES OF 2003, S 89°49'02" W, A DISTANCE OF 10.00 FEET TO THE CENTER OF SAID VACATED NORTH-SOUTH ALLEY AS VACATED BY ORDINANCE NO. 761, SERIES OF 2009;

DES PROJECT NO. 2008-0123



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V3co.com



NORTH EASEMENT AREA

3/16/2010

SCALE: N/A

DENVER SHEET 1 OF 4 COLORADO

NORTH EASEMENT AREA

PARCEL DESCRIPTION (CONTINUED):

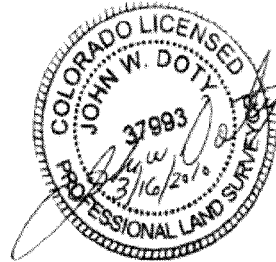
THENCE ALONG THE CENTER OF SAID VACATED NORTH-SOUTH ALLEY, N 00°21'03" W, A DISTANCE OF 139.99 FEET TO A POINT ON SAID CENTERLINE, SAID POINT BEING ON THE EASTERLY PROJECTION OF THE SOUTH LINE OF LOT 37 WITHIN SAID BLOCK 44;
THENCE DEPARTING SAID CENTERLINE AND ALONG THE PROJECTED SOUTH LINE OF SAID LOT 37, S 89°49'02" W, A DISTANCE OF 160.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 37;
THENCE ALONG THE WEST LINE OF LOTS 37 THROUGH 40 WITHIN SAID BLOCK 44, N 00°20'57" W, A DISTANCE OF 99.99 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 44;
THENCE ALONG THE NORTH LINE OF SAID BLOCK 44, N 89°49'02" E, A DISTANCE OF 150.00 FEET MORE OR LESS TO THE **POINT OF BEGINNING**.

CONTAINING 23,333 SQUARE FEET OR 0.536 ACRES MORE OR LESS.

NOTE:

BEARINGS AND DISTANCES SHOWN ON THE WESTERLY FOUNDATION OF THE DENVER ART MUSEUM BUILDING AND THE EXISTING CONCRETE WALL ARE SHOWN FOR AREA COMPUTATION ONLY AND MAY OR MAY NOT REPRESENT THE TRUE LOCATION OF THE FEATURES. THE ABOVE DESCRIPTION IS INTENDED TO FOLLOW THE MENTIONED FEATURES AS THEY EXIST ON THE GROUND.

JOHN W. DOTY, P.L.S. 37993
FOR AND ON BEHALF OF V3 COMPANIES, LTD.
PROJECT NO. D07039
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NORTH EASEMENT AREA

3/16/2010

SCALE - N/A

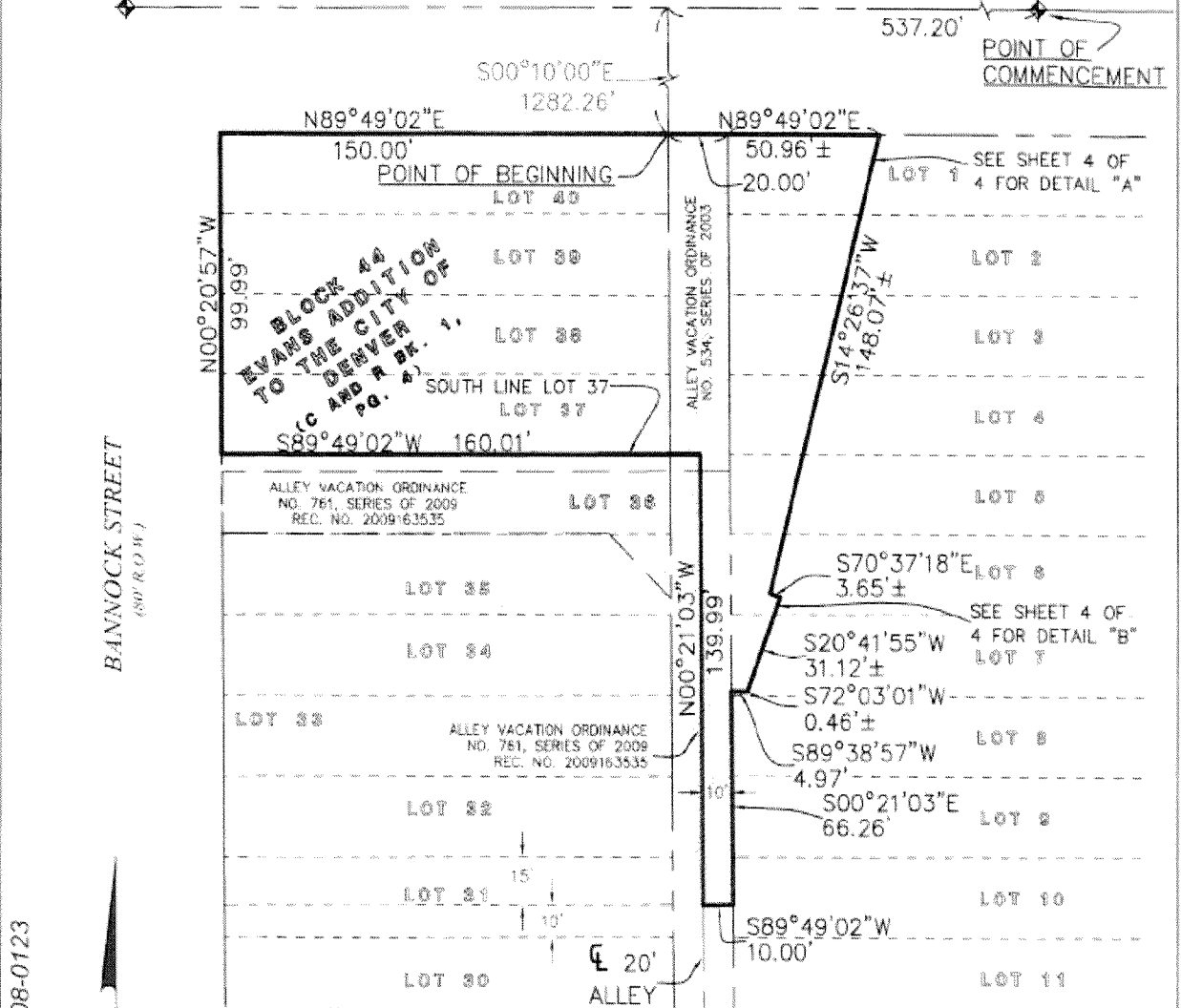
DENVER SHEET 2 OF 4 COLORADO

NW COR. SEC. 3
T.4S., R.68W. 6th P.M.
RECOVERED 3-14" ALUM. CAP
STAMPED "PLS 16401"

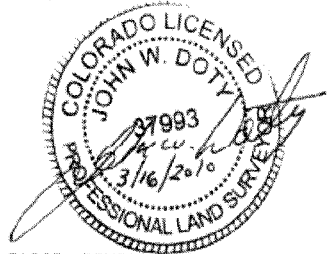
NORTH EASEMENT AREA

BASIS OF BEARINGS - S89°50'00"W 2646.94'(M)
NORTH LINE OF THE NW QUARTER SEC. 3

N1/4 COR. SEC. 3
T.4S., R.68W. 6th P.M.
LOCATION WAS
DETERMINED FROM RECOVERED
REFERENCE MONUMENTS
STAMPED "Y3 PLS 33585"



DES PROJECT NO. 2008-0123



THIS PARCEL CONTAINS 23,333 SQUARE FEET
OR 0.536 ACRES±

A PART OF THE NW QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN.



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NORTH EASEMENT AREA

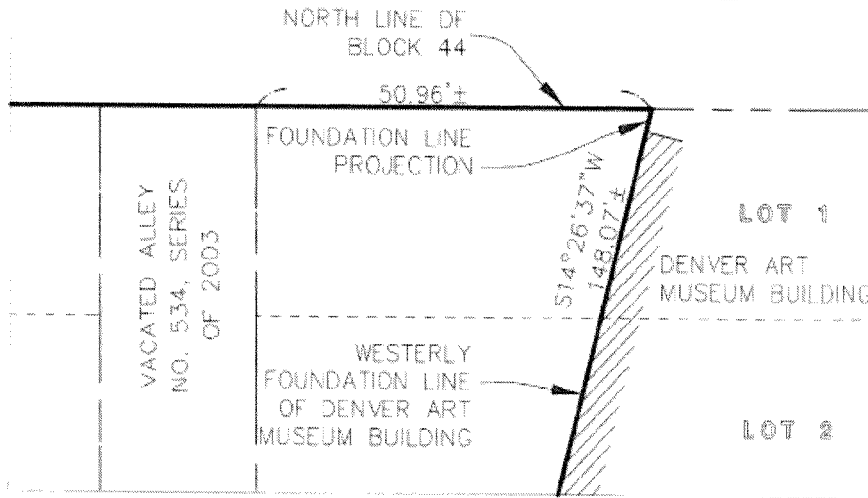
3/16/2010

D07039 1" = 50'

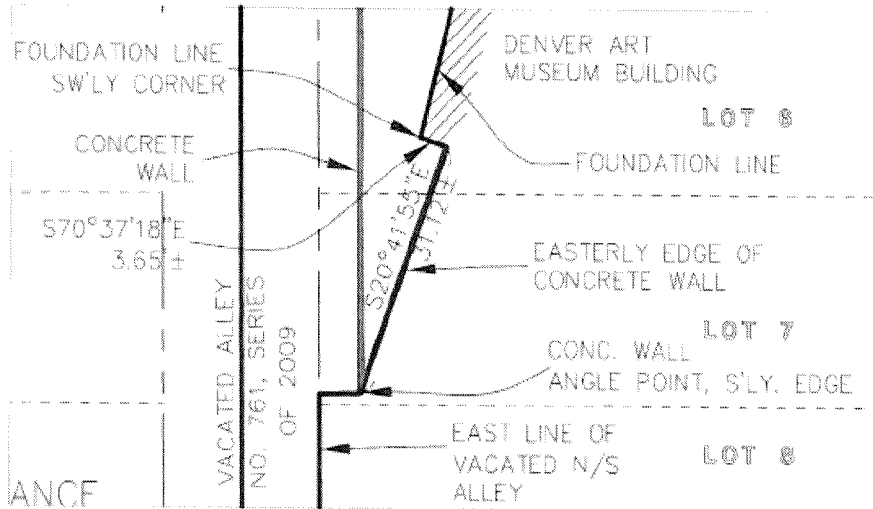
DENVER SHEET 3 OF 4 COLORADO

NORTH EASEMENT AREA

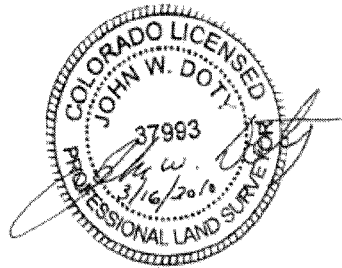
DETAIL "A"



DETAIL "B"



DES PROJECT NO. 2008-0123



**Engineers
Surveyors
Scientists
Construction
Advisors**
COMPANIES, LTD.

2399 Blake Street, Suite 130
Denver, CO 80205
303.989.8588 voice
303.989.9932 fax
V3co.com

NORTH EASEMENT AREA

3/16/2010

D07039

1"=20'

DENVER

SHEET 4 OF 4

COLORADO

EXHIBIT C

City Museum Parcel

Lots 1 to 20, Block 44, Subdivision of Block 44 in Evans' Addition to Denver, City and County of Denver, State of Colorado, plus the vacated portion of Acoma Street vacated pursuant to Ordinance 2003-55, the east half of the vacated alley adjacent to Lots 6 through 9, the south 19.82 feet of Lot 5, and the north 15 feet of Lot 10, pursuant to Ordinance 2009-0761.

EXHIBIT E

**CITY'S SOUTH PARCEL
AND SOUTH EASEMENT AREA**

CITY'S SOUTH PARCEL DESCRIPTION:

A PARCEL OF LAND SITUATED WITHIN LOT 30 AND A PORTION OF LOT 31, BLOCK 44, EVANS ADDITION TO THE CITY OF DENVER, RECORDED AT CLERK AND RECORDER BOOK 1, PAGE 4, LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 30 INCLUSIVE AND THE SOUTH 10.00 FEET OF LOT 31, ALL WITHIN SAID BLOCK 44.

CONTAINING 5,251 SQUARE FEET OR 0.121 ACRES MORE OR LESS.

SOUTH EASEMENT AREA DESCRIPTION:

PARCEL "A"

A PARCEL OF LAND SITUATED WITHIN LOT 31, BLOCK 44, EVANS ADDITION TO THE CITY OF DENVER, RECORDED AT CLERK AND RECORDER BOOK 1, PAGE 4, LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE NORTH 2.00 FEET OF THE SOUTH 10.00 FEET OF LOT 31, EXCEPTING THEREFROM THE EAST 21.25 FEET OF THE NORTH 2.00 FEET OF THE SOUTH 10.00 FEET OF SAID LOT 31.

CONTAINING 258 SQUARE FEET OR 0.006 ACRES MORE OR LESS.

PARCEL "B"

A PARCEL OF LAND SITUATED WITHIN LOT 30, BLOCK 44, EVANS ADDITION TO THE CITY OF DENVER, RECORDED AT CLERK AND RECORDER BOOK 1, PAGE 4, LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 30, WHENCE THE SOUTHEAST CORNER OF SAID LOT 30 BEARS N89°49'02"E, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION WITH ALL BEARINGS BEING RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF SAID LOT 30, N00°20'57"W, A DISTANCE OF 8.00 FEET;

THENCE ALONG A LINE BEING 8.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 30, N89°49'02"E, A DISTANCE OF 98.00 FEET;

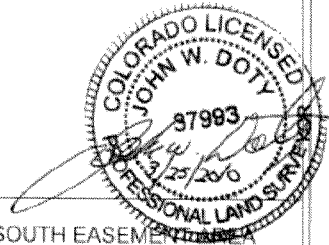
THENCE S45°20'16"E, A DISTANCE OF 11.34 FEET, TO A POINT ON SAID SOUTH LINE OF LOT 30;

THENCE ALONG SAID SOUTH LINE, S89°49'02"W, A DISTANCE OF 106.02 FEET TO THE POINT OF BEGINNING;

CONTAINING 816 SQUARE FEET OR 0.019 ACRES MORE OR LESS.

JOHN W. DOTY, P.L.S. 37993
FOR AND ON BEHALF OF V3 COMPANIES, LTD.
2399 BLAKE STREET, SUITE 130
DENVER, CO 80205

DES PROJECT NO. 2008-0123



*Engineers
Surveyors
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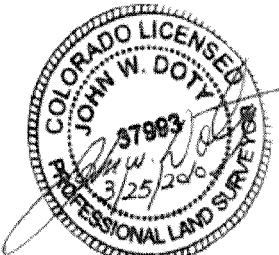
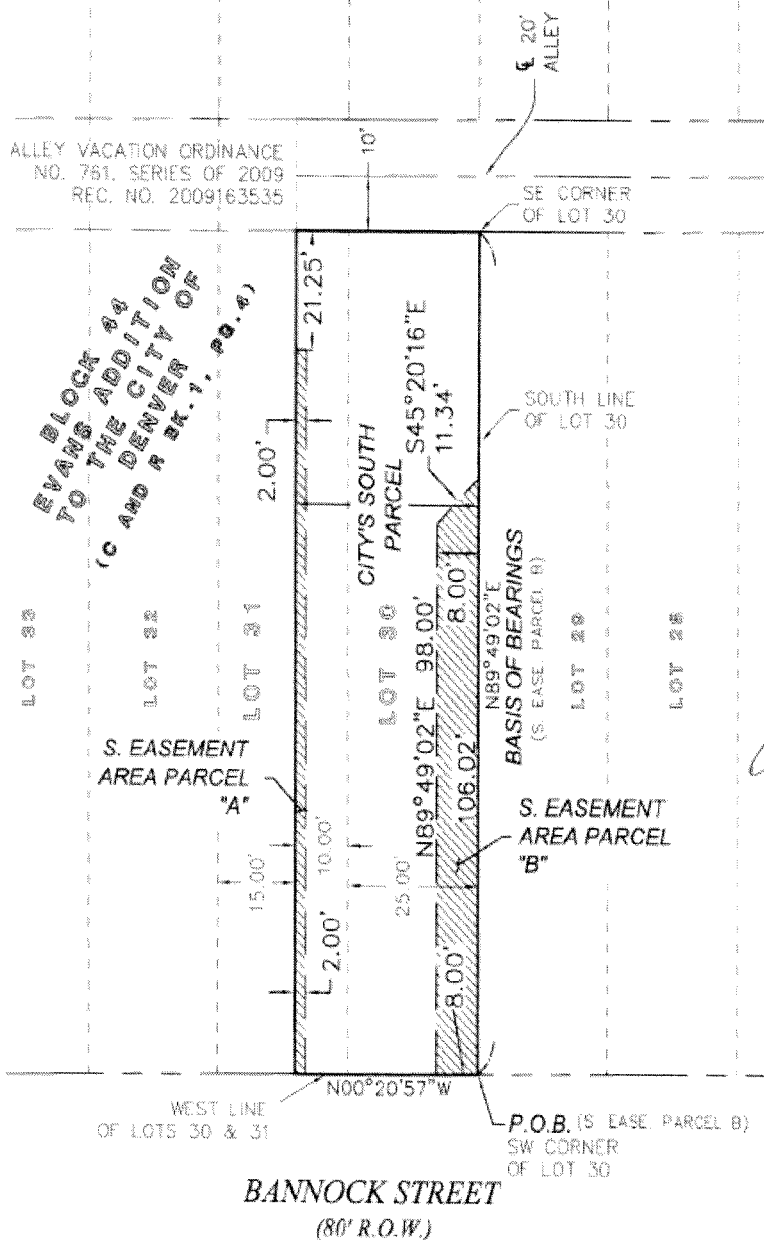
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CITY'S SOUTH PARCEL & SOUTH EASEMENT AREA

3/25/2010
D07039 SCALE - N/A

DENVER COLORADO
SHEET 1 OF 2

CITY'S SOUTH PARCEL AND SOUTH EASEMENT AREA



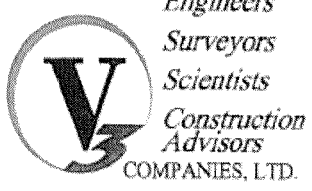
Scale: 1"=30'



DES PROJECT NO. 2008-0123

CITY'S SOUTH PARCEL CONTAINS 5,251 SQUARE FEET, OR 0.121 ACRES±
 S. EASEMENT PARCEL "A" CONTAINS 258 SQUARE FEET, OR 0.006 ACRES±
 S. EASEMENT PARCEL "B" CONTAINS 816 SQUARE FEET, OR 0.019 ACRES±
 THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

A PART OF THE NW QUARTER OF SECTION 3,
 TOWNSHIP 4 SOUTH, RANGE 68 WEST
 OF THE 6TH PRINCIPAL MERIDIAN.



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CITY'S SOUTH PARCEL & SOUTH EASEMENT AREA

3/25/2010
 PROJECT - D07039 SCALE - 1" = 30'
 DENVER COLORADO
 SHEET 2 OF 2

Exhibit F

CSM Insurance Requirements

A. General Conditions. CSM agrees to secure, or cause to be secured, at or before the Effective Date of this Easement, the following insurance covering all operations, goods or services provided pursuant to this Easement. CSM shall keep the required insurance coverage in force at all times during the term of this Easement, or any extension thereof, during any warranty period, and for three (3) years after termination of this Easement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-" VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the City's Managers of General Services and Public Works and the Director of Arts and Venues Denver. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Whether such notice is or is not provided to the City by the issuing company, CSM shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested within three (3) business days of such notice by its insured(s). If any policy is in excess of a deductible or self-insured retention, the City must be notified by CSM. CSM shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Easement are the minimum requirements, and these requirements do not lessen or limit the liability of CSM. CSM shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Easement.

B. Proof of Insurance. CSM shall provide proof of insurance upon receipt of Certificate of Occupancy and certify that the certificates or evidences of insurance comply with all insurance requirements of this Easement. The City's acceptance of a certificate or evidence of insurance or other proof of insurance that does not comply with all insurance requirements set forth herein shall not act as a waiver of CSM's breach of this Easement or of any of the City's rights or remedies under this Easement. The City's Risk Management Office may require additional proof of insurance, including but not limited to, policies and endorsements.

C. Waiver of Subrogation. For all coverages, the policies shall contain a waiver of subrogation rights against the City.

D. Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Easement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of CSM. CSM shall include all such subcontractors as additional insureds under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. CSM agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

E. Workers' Compensation/Employer's Liability Insurance. CSM shall maintain Workers' Compensation coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim,

\$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

F. Commercial General Liability. CSM shall maintain Commercial General Liability insurance with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. For this insurance, the City, its elected and appointed officials, employees and volunteers, shall be named as additional insureds.

G. Business Automobile Liability. CSM shall maintain Business Automobile Liability insurance with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Easement. For this insurance, the City, its elected and appointed officials, employees and volunteers, shall be named as additional insureds.

H. Additional Provisions.

- (i) For Commercial General Liability, the policy must provide the following:
 - (a) That this Easement is an Insured Contract under the policy;
 - (b) Defense costs in excess of policy limits;
 - (c) A severability of interests or separation of insureds provision (no insured vs. insured provision); and
 - (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage: The retroactive date must be on or before the Effective Date or the first date when goods or services were provided to the City, whichever is earlier.

(iii) CSM shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the CSM will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

