

SCULPTURE DONATION AGREEMENT

The Rotary Club of Thompson Valley

This Sculpture Donation Agreement (**Agreement**) is entered into this 28 day of August, 2018, by and among the Rotary Club of Thompson Valley, Inc., (**Donor**) Foundry Loveland Metropolitan District (**Donee**), and The Foundry Loveland, LLC (**Developer**). The Donor, Donee, and Developer are collectively referred to herein as the Parties.

RECITALS

A. The Parties have collaborated on the design of a public art sculpture (**Sculpture**), similar to that depicted on Exhibit A, to commemorate the imminent eradication of polio and the 30th anniversary of Donor.

B. Donor has retained a sculptor, Denny Haskew, National Sculptors' Guild, to design and complete the Sculpture, valued at \$150,000, following which Donor desires to donate the Sculpture together with the pedestal stones to which the bronze sculpture will be attached, an inscription stone to be placed next to the sculpture, three narrative stone monuments, a carved table top stone with the map of the world inscribed onto the top surface, and two benchlike stones that collectively have a value of approximately \$30,000 to Donee under the terms and conditions of both this Agreement and a bill of sale (**Bill of Sale**) in the form attached hereto as Exhibit B. The term "Sculpture" in this Agreement includes all stones described in this paragraph B.

C. The proposed site (**Site**) of the public placement of the Sculpture is shown on Exhibit C. The Site is presently in a project known as the Foundry being developed in the City of Loveland by the Developer on property owned by Donee as shown on Exhibit C.

D. Donee and Developer desire to construct a water feature and other surrounding improvements on the Site to accentuate the placement of the Sculpture.

E. Donee desires to assume ownership, responsibility, and maintenance of the Sculpture and the Site, following completion of the Sculpture and transfer of the Sculpture to Donee.

NOW, THEREFORE, in consideration of the mutual promises, agreements, undertakings and covenants contained herein, the Parties hereto hereby agree by and among them as follows:

ARTICLE I: INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated herein as if fully set forth as part of this Agreement.

ARTICLE II: SEVERANCE AND DONATION AGREEMENT

Donor agrees to commission and fund acquisition of the Sculpture as its sole and separate personal property. Donor agrees to donate to Donee all of Donor's right, title and interest in and to the Sculpture as Donee's sole and separate property pursuant to the terms and conditions of this Agreement. The sculptor will retain Copyright in and to the work under the Copyright Act of 1976, 17 U.S.C., Section 101, et seq. The sculpture may be done in a limited edition. The Parties agree that the Sculpture shall not be considered as a fixture on or to the property on which it is located.

ARTICLE III: INSTALLATION, MAINTENANCE, REPAIR, AND UTILITIES

A. Donee and Developer shall complete construction of the Site, in a manner consistent with design plans approved by the Parties. To assist in the funding of the design of the Site, Donor has previously contributed the sum of \$5,000 to Developer.

B. Donor shall be solely responsible for all costs associated with acquiring the Sculpture and shall be solely responsible for insuring the Sculpture until such time as Donee accepts transfer of the Sculpture from Donor. Donor will supply Donee with a Certificate of Insurance issued by Rotary International naming Donee as an Additional Insured for this Sculpture. Following transfer of the Sculpture from Donor to Donee, Donee shall be responsible for maintenance and repair of the Sculpture. Such obligation shall include the obligation to insure the Sculpture. In the event the Sculpture is damaged such that repair costs would exceed available insurance proceeds, or if the Sculpture is completely destroyed, none of the Parties shall

have any obligation to repair or replace the Sculpture, and the Sculpture may be removed from the Site at Donee's expense.

C. Upon completion of the Sculpture, following Donor's acquisition of same Developer and Donee shall install the Sculpture on the Site, in collaboration with Donor and in accordance with plans approved by the Parties. Should additional etching be required for the narrative, bench, or inscription stones after their installation, Donor will request access to the site, with reasonable notice to Donee, and Donee shall provide reasonable access to Donor within a reasonable time and with minimal disruption to the Site in order for this etching to occur.

D. Donee shall be solely responsible for the cost of all utilities needed at the Site, including but not limited to electricity and water.

E. Donee may not move Sculpture from the Site without Donor's permission, except as provided in Article III, Section B, above.

ARTICLE IV: MISCELLANEOUS PROVISIONS

A. Each individual executing this Agreement, for and on behalf of the Parties, hereby states that he or she has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

B. This Agreement shall constitute the entire understanding and agreement of the Parties, and no assignment, amendment, or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.

C. The Parties specifically agree that all prior agreements among them, oral or written, regarding the donation of the Sculpture are hereby contained, set forth and merged in this Agreement.

D. This Agreement shall be binding upon the Parties hereto, their respective successors, grantees, and assigns.

E. Any and all notices or other contacts to be made under the terms of this Agreement shall be made by mailing said notice or contact to the other Parties at the other Parties' address

as stated below, or at such other address specified in writing by any Party to the other Parties by
United States First Class, Certified Mail, Return Receipt Requested:

Donor: Rotary Club of Thompson Valley, Inc.
Attention: President
P.O. Box 7093
Loveland, CO 80537

Donee: Foundry Loveland Metropolitan District
c/o Pinnacle Consulting Group Inc.
550 West Eisenhower Blvd.
Loveland, CO 80537

Developer: The Foundry Loveland, LLC
Attention: Jay Hardy
3528 Precision Drive, Suite 100,
Fort Collins, Colorado 80528

F. This Agreement shall be recorded in the real estate records of Larimer County, Colorado, at the sole discretion and cost of the Donee.

G. This Agreement is governed by, and construed in accordance with, the laws of the State of Colorado.

H. The Parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only among the Parties hereto and shall inure solely to the benefit of the Parties. The Parties intend and expressly agree that only the Parties shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring any action arising out of the breach of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

SIGNATURES BEGIN ON NEXT PAGE

DONOR

Rotary Club of Thompson Valley, Inc.

by  _____

Printed Name: Jeff Allen

Title: President 2018-2019

DONEE

Foundry Loveland Metropolitan District

by SK Stearman

Printed Name: Shannon K. Stearman

Title: President

DEVELOPER

The Foundry Loveland, LLC

The Foundry Loveland, LLC
A Colorado limited liability company

By: GP Foundry, LLC,
A Colorado limited liability company, Manager

By: Brinkman Entity Management, LLC
A Colorado limited liability company, Manager

By:  _____
Kevin Brinkman, Manager

EXHIBIT A

Depiction of Sculpture



EXHIBIT B
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Rotary Club of Thompson Valley, Inc., hereinafter referred to as "Donor," does grant and convey unto Foundry Loveland Metropolitan District, its successors and assigns, all of its right, title and interest in the sculpture and monumental stones depicted on Exhibit 1, attached hereto and incorporated herein (the "Sculpture") and all things of value, including all work product, both tangible and intangible, accruing from the provision of the Sculpture.

TO HAVE AND TO HOLD the same unto Foundry Loveland Metropolitan District, hereinafter referred to as "Donee," its successors and assigns forever; and Donor, its successors and assigns, shall warrant and defend the conveyance of said property unto Donee, and its successors or assigns, against all and every person or persons whomsoever, and warrants that the conveyance of the Sculpture and monumental stones to Donee, and its successors or assigns, is made free from any claim or demand whatever.

IN WITNESS WHEREOF, Donor, by and through its authorized representatives, hereby executes this Bill of Sale and sets its seal as of this ____ day of _____, 20__.

ROTARY CLUB OF THOMPSON VALLEY, INC.

By: _____
Its: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

My commission expires: _____

Notary Public

EXHIBIT 1
To Bill of Sale
SCULPTURE

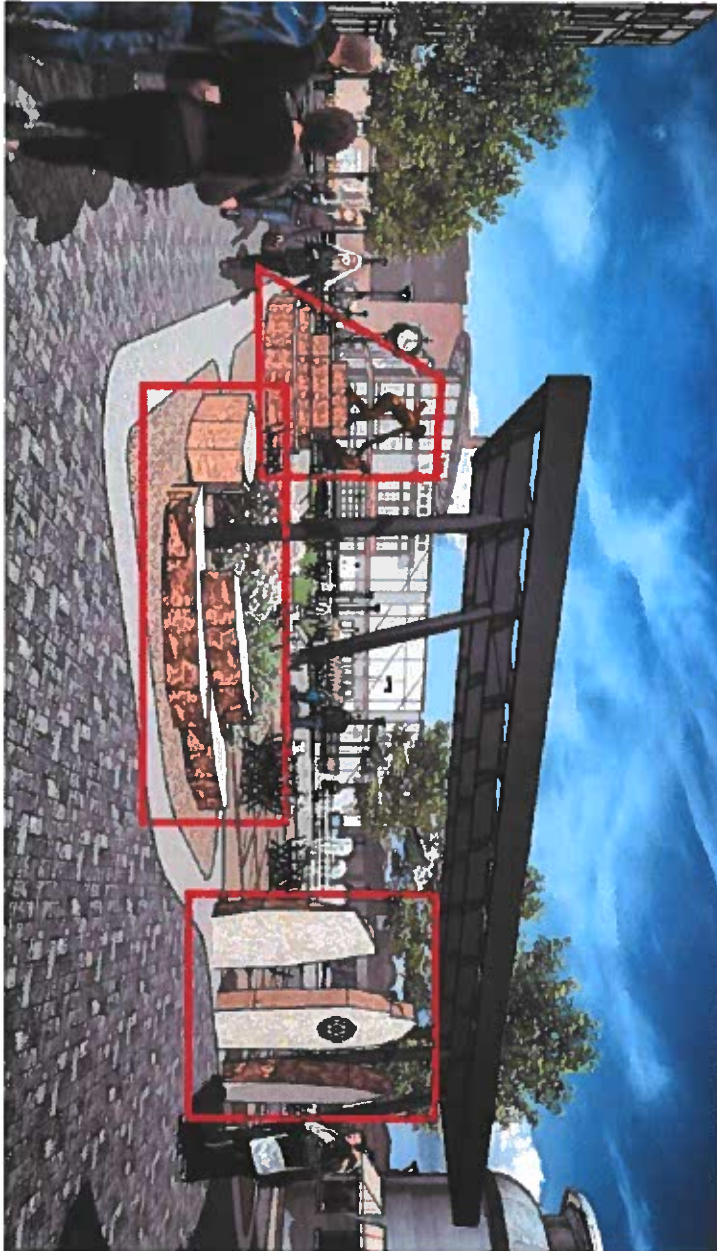


EXHIBIT C
Depiction of Site



THE FOUNDRY



- Site