

FIRST AMENDATORY LICENSE AGREEMENT

THIS FIRST AMENDATORY LICENSE AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “Denver”) and **GKZ, INC.**, a Colorado corporation (the “Licensee”), jointly “the Parties.”

RECITALS

A. The Parties entered into a License Agreement executed October 1, 2020 (the “License Agreement”), to allow Denver to affirm Licensee’s continued use of an “Access Way” as defined in the License Agreement.

B. The License Agreement allows for Licensee’s continued historic use of the Access Way in the same manner and configuration as it currently exists.

C. The Access Way was and remains the sole means of access for the Licensee’s Property to and from public roads.

D. Licensee as the owner of the parcel of property that is the subject of the License Agreement, located at 26012 Chief Hosa Road in Jefferson County, Colorado, has conveyed or transferred right or title in the subject property to Gordon Zellner 2020 Irrevocable Trust Dated December 14, 2020.

E. Additionally, at the time of execution of the License Agreement, the Parties included an Exhibit A, which is described in the License Agreement as a legal description of the Licensee’s property; and an Exhibit B, which is described in the License Agreement as a depiction and legal description of Chief Hosa Road (both together, the “Exhibits”).

F. The Parties recently discovered that the Exhibits are not accurate or correct as described in the License Agreement.

G. The Parties, based on the foregoing and the following, wish to amend and revise the License Agreement to acknowledge the conveyance and transfer of right and title, and to incorporate the corrected Exhibits.

H. The Parties accept and ratify the License Agreement and the corrected Exhibits as set forth herein.

NOW, THEREFORE, the Parties hereby amend the License Agreement as follows:

1. Conveyance or Transfer to Gordon Zellner 2020 Irrevocable Trust Dated December 14, 2020.

a. Paragraph 10 of the License Agreement, entitled **CONVEYANCE, TRANSFER, OR ASSIGNMENT**, states that “...should Licensee convey, transfer, or assign any right, title, or interest, in whole or part, to Licensee’s Property to another person or entity in the future for the purpose, among other things, of using, occupying, maintaining or operating Licensee’s Property, Licensee shall include the unqualified and unlimited obligation of said person or entity to comply with and perform the duties and responsibilities of this License Agreement and such person or entity shall have the rights of Licensee under the License Agreement. All references to ‘Licensee’ in this License Agreement shall thereafter be read to mean any person or entity receiving or holding any right, title, or interest in and to all or any portion of the Licensee’s Property.”

b. Licensee has conveyed or transferred right or title to Gordon Zellner 2020 Irrevocable Trust Dated December 14, 2020. Therefore, all reference to “Licensee” shall refer to Gordon Zellner 2020 Irrevocable Trust Dated December 14, 2020 as the Licensee.

2. Corrected Exhibits.

a. All references to Exhibit A in the License Agreement shall be amended to read “Exhibit A-1”; and all references to Exhibit B in the License Agreement shall be amended to read “Exhibit B-1”. Exhibit A-1 and Exhibit B-1 are attached hereto and incorporated by this reference, and hereby replace and supersede Exhibit A and Exhibit B.

b. The Parties acknowledge that notwithstanding the erroneous Exhibits, the Parties intend in good faith that each Party continue to exercise the rights, entitlements and obligations provided in the License Agreement. At all times Denver intends that the rights and entitlements granted under the License Agreement are not, nor are such rights and entitlements intended to be, discontinued or interrupted at any time as a result of the inaccuracies discovered in the Exhibits.

3. Except as herein amended, the License Agreement is affirmed and ratified in each and every particular.

4. This First Amendatory License Agreement will not be effective or binding on Denver until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council. **HOWEVER**, prior to full execution of this First Amendatory License Agreement, Licensee may continue to exercise its rights and entitlements including use of the Access Way as provided in the License Agreement.

Contract Control Number: PARKS-202055378-01
Contractor Name: GKZ, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

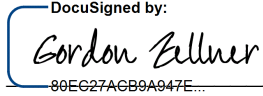
By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202055378-01
GKZ, INC.

By:  _____
80EG27ACB9A947E...

Name: Gordon Zellner
(please print)

Title: Owner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

LEGAL DESCRIPTION

THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 71 WEST OF THE 6TH PRINCIPAL MERIDIAN, JEFFERSON COUNTY, COLORADO EXCEPT THOSE PARCELS OF LAND DESCRIBED IN RECEPTION NO. 78118590, IN BOOK 2398 AT PAGE 55 AND IN BOOK 2689 AT PAGE 669 OF THE JEFFERSON COUNTY RECORDS. THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 24;
THENCE SOUTH 88°56'19" WEST, ON AND ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1597.95 FEET;
THENCE SOUTH 01°03'41" EAST A DISTANCE OF 360.00 FEET;
THENCE SOUTH 88°56'19" WEST A DISTANCE OF 363.00 FEET;
THENCE NORTH 01°03'41" WEST A DISTANCE OF 360.00 FEET TO THE NORTH LINE OF SAID NORTHWEST 1/4;
THENCE SOUTH 88°56'19" WEST, ON AND ALONG SAID NORTH LINE, A DISTANCE OF 135.46 FEET TO A POINT 524.14 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4;
THENCE SOUTH 11°51'08" WEST A DISTANCE OF 214.30 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 36.15 FEET AND A CENTRAL ANGLE OF 48°00' A DISTANCE OF 30.28 FEET TO A POINT OF REVERSE CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 135.14 FEET AND A CENTRAL ANGLE OF 24°30' A DISTANCE OF 57.77 FEET;
THENCE SOUTH 35°21'08" WEST A DISTANCE OF 55.75 FEET;
THENCE NORTH 78°16'52" WEST A DISTANCE OF 155.67 FEET;
THENCE SOUTH 66°38'02" WEST A DISTANCE OF 2.84 FEET;
THENCE SOUTH 77°10'28" EAST A DISTANCE OF 207.20 FEET;
THENCE SOUTH 25°28'02" WEST A DISTANCE OF 353.50 FEET;
THENCE SOUTH 00°36'32" WEST A DISTANCE OF 66.24 FEET;
THENCE NORTH 89°23'28" WEST A DISTANCE OF 290.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4, SAID POINT BEING 705.84 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4;
THENCE SOUTH 00°36'32" WEST, ON AND ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1920.87 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4;
THENCE SOUTH 89°24'30" EAST, ON AND ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 2640.45 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4;
THENCE NORTH 00°09'48" EAST, ON AND ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 2702.38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

EXHIBIT B-1 LEGAL DESCRIPTION

THE CENTERLINE OF AN EXISTING ACCESS ROAD OVER A PORTION OF CITY AND COUNTY OF DENVER PROPERTY. LOCATED IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 4 SOUTH. RANGE 71 WEST OF THE 6^m P.M.. COUNTY OF JEFFERSON. STATE OF COLORADO. THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13 THENCE N $89^{\circ}55'43''$ E AND ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF SECTION 13 A DISTANCE OF 466.19 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING ROAD KNOWN AS CHEF HOSA ROAD, THE POINT OF BEGINNING: THENCE ALONG THE CENTERLINE OF SAID ROAD THE FOLLOWING SEVEN (7) COURSES: THENCE N $41^{\circ}42'24''$ W. A DISTANCE OF 111.28 FEET TO A POINT: THENCE N $38^{\circ}33'06''$ W, A DISTANCE OF 114.09 FEET TO A POINT; THENCE 84.84 FEET ALONG THE ARC OF CURVE TO THE LEFT. HAVING A CENTRAL ANGLE OF $19^{\circ}26'40''$. A RADIUS OF 250.00 FEET. AND WHOSE CHORD BEARS N $49^{\circ}18'13''$ W. A DISTANCE OF 84.44 FEET TO A POINT: THENCE 174.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT. HAVING A CENTRAL ANGLE OF $24^{\circ}59'53''$. A RADIUS OF 400.00 FEET. AND WHOSE CHORD BEARS N $45^{\circ}42'46''$ W. A DISTANCE OF 173.14 FEET TO A POINT; THENCE N $50^{\circ}54'44''$ W, A DISTANCE OF 49.26 FEET TO A POINT: THENCE N $57^{\circ}14'18''$ W, A DISTANCE OF 68.81 FEET TO A POINT; THENCE 68.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT. HAVING A CENTRAL ANGLE OF $49^{\circ}13'18''$. A RADIUS OF 800.00 FEET. AND WHOSE CHORD BEARS N $30^{\circ}43'07''$ W. A DISTANCE OF 66.63 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF AN EXISTING ROAD KNOWN AS GENESEE DRIVE. THE POINT OF TERMINUS.

THE BASIS OF BEARING IS THE SOUTHERLY LINE OF THE SW $\frac{1}{4}$ OF SAID SECTION 13 BEING N $89^{\circ}55'43''$ E (ASSUMED) WITH MONUMENTS AS SHOWN HEREON.

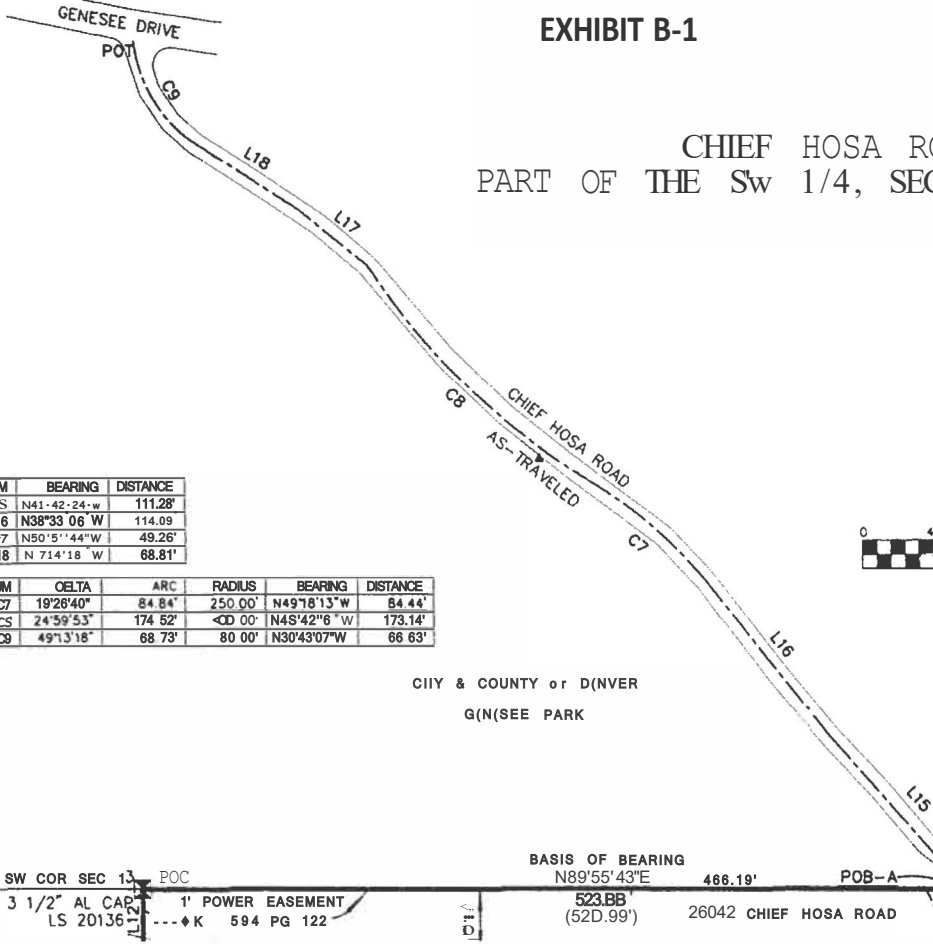
THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC.. P.O. BOX 3514, EVERGREEN, CO 80439. PHONE (303) 674-3444, JOB# B1 1794, MW. 5-24-17. 5-25-17. B1 1794-CCDEASE,LEG



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EXHIBIT B-1

CHIEF HOSA ROAD
PART OF THE SW 1/4, SEC 13, T4S, R71W



NUM	BEARING	DISTANCE
L15	N41°42'24"W	111.28'
L16	N38°33'06"W	114.09'
L17	N50°5'44"W	49.26'
L18	N 71°18' W	68.81'

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C7	19°26'40"	84.84'	250.00'	N49°18'13"W	84.44'
C8	24°59'53"	174.52'	<∞∞∞	N45°42'6"W	173.14'
C9	49°13'18"	68.73'	80.00'	N30°43'07"W	66.63'

CITY & COUNTY of DENVER
QUINCY PARK



SCALE: 1" = 80'



SW COR SEC 13 POC

3 1/2" AL CAP
LS 20136
1' POWER EASEMENT
---♦K 594 PG 122

BASIS OF BEARING
N89°55'43"E

466.19'
523.88'
(52D.99)

POB-A

1/4 REBAR

26042 CHIEF HOSA ROAD

EVERGREEN SURVEYING, INC 6949 HWY 73, SUITE MW-5 P.O. BOX 3514 EVERGREEN, CO 80439 JOJ-674-3444 303-674-1318	
DATE	5-25-17
JOBL	811794
NAME	C/O EASEMENT - MW