

**RECORDED AT THE REQUEST OF, AND  
AFTER RECORDING RETURN TO:**

Brownstein Hyatt Farber Schreck  
410 17<sup>th</sup> Street, Suite 2200  
Denver, CO 80202  
Attn: Caitlin Quander, Esq.  
City and County of Denver Asset No. 22-176

**LICENSE AGREEMENT  
(AIR SPACE ACCESS FOR CRANE LICENSE)**

**THIS LICENSE AGREEMENT** (this “**Agreement**”) is made effective as of the Effective Date (defined below) by and between the **CITY & COUNTY OF DENVER**, a municipal corporation of the state of Colorado (“**Licensor**” or “**City**”), having an address of 201 West Colfax Avenue, Denver, CO 80202, and **FILLMORE @ THIRD, LLC**, a Colorado limited liability company (together with its successors and assigns, “**Licensee**”), having an address of 520 W. Erie St. Suite 430, Chicago IL 60654. Licensor or City and Licensee are sometimes alternatively referred to herein as a “**Party**”, the “**parties**” or “**Parties.**”

**RECITALS:**

A. Licensor is the owner of that certain real property situated in the City and County of Denver, State of Colorado, legally described on Exhibit A attached hereto and by this reference incorporated herein (the “**Licensor Property**”).

B. Licensee is the long-term ground leaseholder of that certain real property adjacent to the Licensor Property and situated in the City and County of Denver, State of Colorado, legally described on Exhibit B attached hereto and by this reference incorporated herein (the “**Licensee Property**”).

C. Licensee intends to construct a new building (the “**Project**”) on the Licensee Property. To facilitate construction of the Project, Licensee anticipates that a crane (the “**Crane**”) will be located and operated on the Licensee Property, portions of which will extend into the airspace above the Licensor Property from time to time. The approximate location and swing reach of the Crane is depicted in the attached Exhibit C.

E. Licensor has agreed to grant Licensee a temporary, revocable license for the purposes described above under the terms and conditions set forth herein.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals are hereby incorporated into this Agreement as though fully restated herein.

2. License.

2.1. Crane License. Licensor hereby grants to Licensee, for the benefit of Licensee and its agents, employees, contractors, subcontractors, licensees and other construction consultants (collectively, “**Permittees**”), a non-exclusive, temporary, revocable license within the airspace above the Licensor Property, as illustrated on Exhibit C (the “**License**”), for the installation, operation, testing, inspection, maintenance, swinging and use of the Crane in connection with the construction of the Project. The following are the License conditions for Permittees’ operation:

2.1.1. Licensee agrees not to construct, install or operate the Crane in a manner that interferes with the use, enjoyment, or occupancy of the Licensor Property, and Licensor expressly reserves the right to the use, enjoyment and occupancy of the Licensor Property in any lawful manner consistent with the License granted herein.

2.1.2. Licensee agrees to operate the Crane a minimum of 30 feet above any improvements located on the Licensor Property.

2.1.3. The boom of the Crane shall not be parked over the Licensor Property, except for periods not to exceed 30 minutes when necessary for construction activities and in limited circumstances for activities that exceed 30 minutes when necessary to complete certain aspects of the construction activities. In no event may a suspended load be parked over the Licensor Property. The boom of the crane may weathervane over the Licensor Property when not being used for construction activities, and the weathervaning may be longer than 30 minutes at a time because it is dependent on wind direction.

2.1.4. When the Crane is not operating under human control or is otherwise inoperative, it shall be set such that the jib is allowed to swing freely as may be required by applicable laws or safety requirements.

2.1.5. In no event shall the Crane be used for loading or unloading of goods, materials, or equipment on or above the Licensor Property or for transporting goods, materials, or equipment above the Licensor Property.

2.1.6. No erection or dismantling of the Crane may occur within the airspace over the Licensor Property.

3. Term. Unless extended by the written agreement of the Parties, the term of the License will commence on the Effective Date and will expire upon the earlier of (a) the date of issuance by the applicable governing authority of a final certificate of occupancy for the Project, or (b) three (3) years from the Effective Date (the “**Term**”), subject to revocation in accordance with the terms of this Agreement.

4. Compensation. In consideration of the City granting the License to Licensee, prior to the Effective Date, and on an annual basis each anniversary of the Effective Date thereafter, Licensee shall pay the City the sum of \$6,650.00 per year. Payable thirty (30) days prior to the start of the Term, payable to Manager of Finance, and sent to:

City and County of Denver  
201 W. Colfax Ave., Attn: Katy Spritzer  
Denver, CO 80202

5. No representations. The City makes no representation or warranty of any kind with respect to the condition of the License. The Licensee accepts the airspace above the Licensor Property in its "AS-IS" condition, WITH ALL FAULTS AND AT THE LICENSEE'S OWN RISK, without any warranty, express or implied, including without limitation, any warranty of merchantability, liability, fitness or fitness for a particular purpose, all such warranties being hereby expressly disclaimed by the City.

6. Work Requirements. Licensee will cause the installation, operation, testing, inspection, maintenance and use of the Crane to be completed in a good and workmanlike manner, in material conformity with good engineering and building practices and all applicable laws, rules, codes, regulations, ordinances and statutes. Licensee shall obtain and pay for all permits required to operate the Crane and shall provide Licensor with such evidence as reasonably requested by Licensor that the Crane meets or exceeds all applicable Operational Safety and Health Administration (OSHA) and State of Colorado standards. In granting the License, Licensor agrees to not oppose any Crane permits required to be obtained by Licensee so long as they are consistent with this Agreement and Licensee's exercise of rights granted hereunder.

7. Insurance. General Conditions: Licensor shall secure or shall cause its general contractor to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Licensee shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. 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 require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said 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. If such written notice is unavailable from the insurer, Licensee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Licensee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Licensee. The Licensee 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 Agreement.

- 7.1. **Proof of Insurance:** Licensee may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Licensee certifies that the certificate of insurance attached as Exhibit D, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Licensee's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 7.2. **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Licensee and sub-Licensee's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 7.3. **Waiver of Subrogation:** For all coverages required under this Agreement, Licensee's insurer shall waive subrogation rights against the City.
- 7.4. **Subcontractors and Subconsultants:** Licensee shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Licensee and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 7.5. **Workers' Compensation and Employer's Liability Insurance:** Licensee shall maintain the 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.
- 7.6. **Commercial General Liability:** Licensee shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- 7.7. **Automobile Liability:** Licensee shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
8. **Defense & Indemnification:**
- 8.1 Licensee hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all

liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Licensee or its contractors, subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

8.2 Licensee’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Licensee’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

8.3 Licensee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of 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 City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

8.4 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Licensee under the terms of this indemnification obligation. The Licensee shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

8.5 This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

9. Revocation or Other Termination. In the event the City commences any construction on Licensor Property, Licensor has the right to revoke this License at any time with seven (7) days prior written notice to Licensee. City also has the right to revoke this License for a material violation of the terms, conditions, promises, and covenants of this Agreement, provided Licensee has not cured the violation within the reasonable timeframe specified in a written notice from City. Upon revocation or expiration of the Term, the License will terminate, and Licensee will have no further right to use and enjoy the License. Licensor shall have no liability to Licensee or its successors and assigns, and Licensee hereby releases Licensor from any claims, causes of action, or liability, for any damages, including, without limitation any damages to improvements on the Licensee Property as a consequence of Licensor’s removal of the abandoned Crane equipment within the Licensor Property; provided, however, that the foregoing release shall not apply to claims, causes of action, or liability for any damages resulting from the sole negligence or willful misconduct of Licensor, its employees, agents or contractors. Except such obligations which specifically survive, including but not limited to Licensee’s indemnification obligation pursuant

to Section 8 above, following revocation of the License or expiration of the Term, the Parties are released from all further obligations and duties regarding the License under this Agreement, and either Party, upon the request of the other Party, will execute and deliver an instrument confirming that such termination of the License has occurred.

10. Notices. All notices, requests, consents and other formal communication between the parties that are required or permitted under this Agreement shall be in writing and shall be either (a) delivered by hand, (b) sent by a nationally recognized overnight courier service, (c) sent by prepaid certified or registered mail, return receipt requested, or (d) sent by email, to the Party at its address, email address stated below or to such other address or email address as either Party may from time to time have notified the other Party as being its address or email address. The addresses of the Parties are as follows:

If to Licensor: Attn: Executive Director Denver Library  
Library Commission  
1501 S. Logan  
Denver, CO 80210  
Email: [akemmer@denverlibrary.org](mailto:akemmer@denverlibrary.org)  
720-865-2009

with a copy to: Denver City Attorney  
Dener City Attorney's Office  
1437 Bannock Street, Room 353  
Denver, CO 80202

with a copy to: Division of Real Estate  
Director of Real Estate  
201 W. Colfax, Dept. 1010  
Denver, CO 80202  
[Katherine.rinehart@denvergov.org](mailto:Katherine.rinehart@denvergov.org)

If to Licensee: FILLMORE @ THIRD, LLC  
c/o Midwest Property Group Ltd.  
520 W. Erie Street, Suite 430  
Chicago, IL 60654  
Attention: Jay Javors  
E-mail: [jjj@mpgre.net](mailto:jjj@mpgre.net)

with a copy to: Brownstein Hyatt Farber Schreck  
410 17<sup>th</sup> Street, Suite 2200  
Denver, CO 80202  
Attention: Caitlin Quander, Esq.  
E-mail: [cquander@bhfs.com](mailto:cquander@bhfs.com)

11. Severability. If any term, covenant, condition or provision of this Agreement is, at any time or to any extent, declared invalid or unenforceable, the remainder of this Agreement will not be affected thereby, it being the intent of the Parties that this Agreement and each provision hereof will be enforceable and enforced to the fullest extent permitted by law.

12. Entire Agreement. This Agreement and any other contracts or agreements specifically referred to herein represent the entire agreement between the Parties with respect to the License, and all prior or extrinsic agreements, understandings, or negotiations will be deemed merged herein.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

14. Modification and Waiver. No purported modification of the terms of this Agreement, or purported waiver by any Party of its rights and interests hereunder, will be binding unless and except to the extent specifically set forth in a written instrument executed by the party against whom enforcement of the purported modification or waiver is sought. All amendments to this Agreement require approval of the City Council and must be fully executed by the City and Licensee.

15. Counterparts. This Agreement may be executed and delivered in counterparts, which together shall constitute one single binding and enforceable agreement. The signature and notary acknowledgement pages of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature and notary pages are attached to any other counterpart identical thereto except having additional signature and notary pages executed by other parties to this Agreement attached thereto.

16. Binding Effect. For the Term, this Agreement shall be binding upon the parties and Licensee's successors and assigns.

17. Examination of Records and Audits. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers, records and transactions related to this Agreement. The Licensee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Licensee to make disclosures in violation of state or federal privacy laws. The Licensee shall at all times comply with D.R.M.C. 20-276.

18. Further Acts. The parties hereby agree to perform all further acts and to execute all documents necessary or desirable to effect the terms of this Agreement.

19. No Election of Remedies. In the event of a default by any party, the other party shall have the right, in its sole discretion, to exercise any remedy or remedies available at law or in equity. All such remedies shall be cumulative, may be exercised concurrently or separately and the exercise of one shall not preclude the exercise of any other remedy.
20. Time. Except as otherwise specified, time is of the essence of the Agreement.
21. Authority to Act. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
22. Recording. Licensee shall record a copy of this Agreement in the real property records of the Office of the Clerk and Recorder for the City and County of Denver, Colorado. Licensee will pay the recording fees. After revocation or termination of this Agreement Licensee shall execute and record a quitclaim deed relinquishing all its rights and interests under this Agreement.
23. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint, venture or partnership between the parties or to impose any partnership obligation or liability upon the parties. Except as expressly provided in this Agreement, no party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other parties.
24. Injunctive Relief. In the event of any violation or threatened violation by Licensee or Licensor, their employees or contractors, of the terms of this Agreement, any or all of the owners of the properties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction without necessity of posting of a bond. The right of injunction shall be in addition to all other remedies set forth in this Agreement and all remedies available under statute, law, and/or equity.
25. Appropriation by City Council. All obligations of the City under and pursuant to this License, if any, are subject to prior appropriations of monies expressly made by the City Council for the purposes of this License and paid into the Treasury of the City.
26. No Personal Liability. No elected official, director, officer, agent or employee of the City nor any director, officer, employee, or personal representative of Licensee shall be charged personally or held contractually liable by or to the other party under any term or provision of this License or because of any breach or because of their execution, approval, or attempted execution of this License.
27. Conflict of Interest by City Officers. Licensee represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this License except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected officials or employees.



28. No Discrimination In Employment. In connection with the performance of work under the Agreement, the Licensee may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability; and further agrees to insert this provision in all contracts and subcontracts hereunder.

29. Effective Date. This Agreement is expressly subject to and shall not be or become effective or binding on the City until approved by City Council and full execution by all signatories set forth below (“**Effective Date**”).

-REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGES TO FOLLOW-

**Contract Control Number:**  
**Contractor Name:**

FINAN-202265843-00  
Fillmore @ Third, LLC

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:**

FINAN-202265843-00  
Fillmore @ Third, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

Contract Control Number:  
Contractor Name:

FINAN-202265843-00  
Fillmore @ Third, LLC

By: [Signature]

Name: J. Javors  
(please print)

Title: manager  
(please print)

State of Illinois  
County of Cook

This instrument was acknowledged before me on December 8, 2022 (Date) by  
J. Javors (Name(s) of Person(s)).

[Signature]  
Signature of Notary Public

(Seal)

My Commission Expires: 10/5/22



**EXHIBIT A**  
**Legal Description of the Grantor Property**

PLOT 10 AND THE SOUTH 1/2 OF PLOT 9, BLOCK 38, HARMANS SUBDIVISION, CITY  
AND COUNTY OF DENVER, COLORADO

For Information Purposes Only APN # Parcel: 05122-14-018-000

**EXHIBIT B**  
**Legal Description of the Grantee Property**

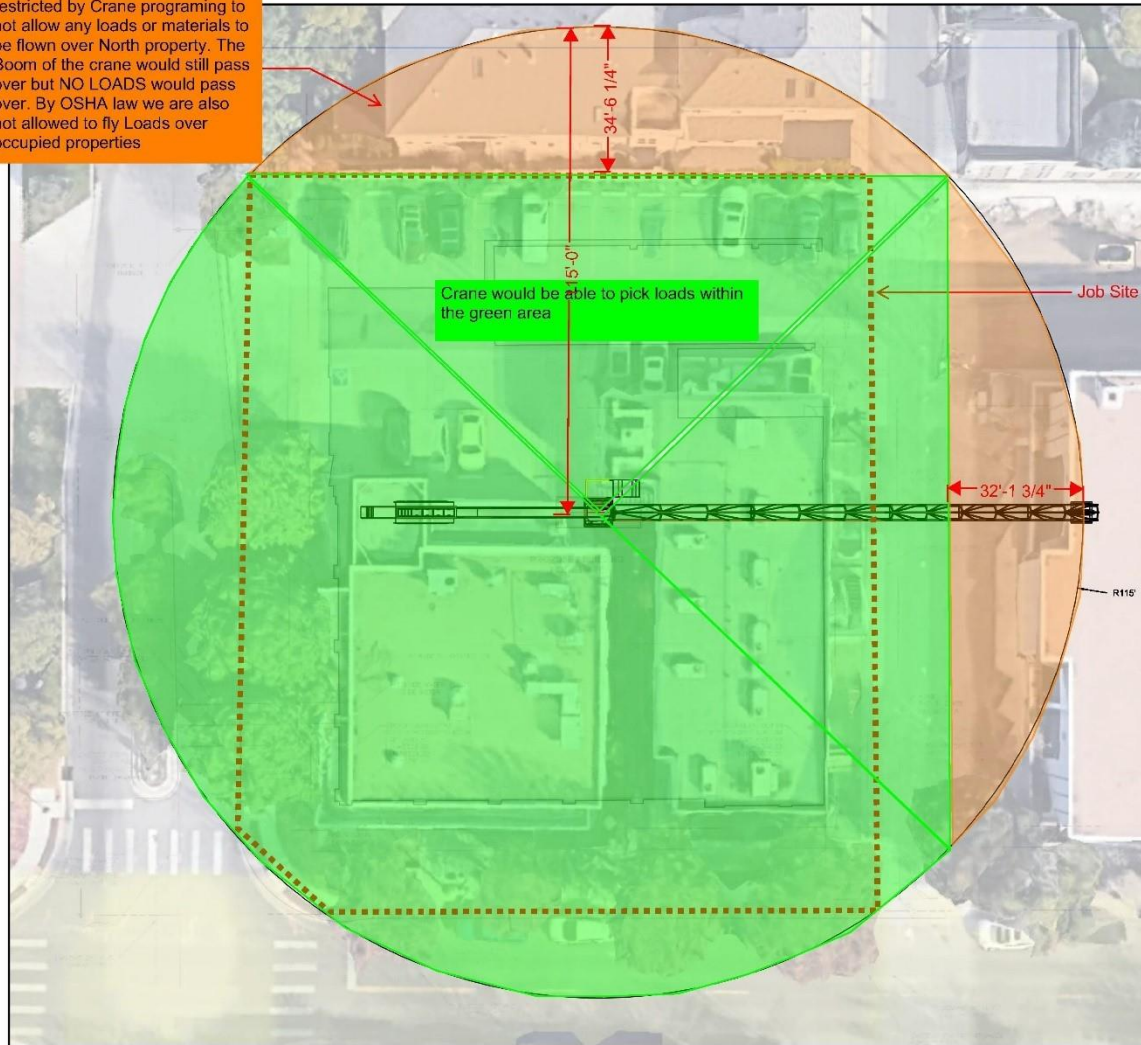
PLOT 1 AND THE SOUTH 1/2 OF PLOT 2, BLOCK 38, HARMANS SUBDIVISION, CITY  
AND COUNTY OF DENVER, COLORADO

For Information Purposes Only APN # Parcel: 05122-14-020-000

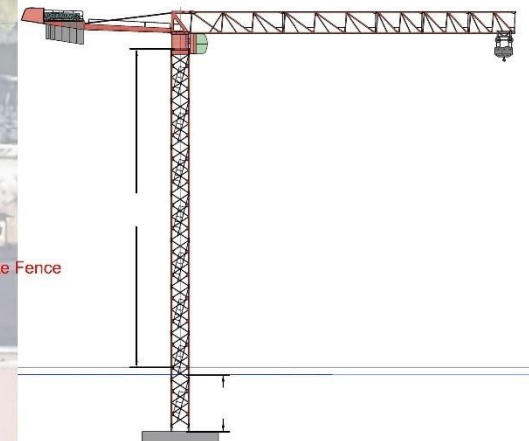
# EXHIBIT C

## Crane Swing "Easement"

Areas in Orange would be restricted by Crane programing to not allow any loads or materials to be flown over North property. The Boom of the crane would still pass over but NO LOADS would pass over. By OSHA law we are also not allowed to fly Loads over occupied properties



Crane would be able to pick loads within the green area



The crane is equipped with a system to set limits of crane operations. These limits would be set to ensure there is no possible way for loads to be flown in the orange are. By OSHA law were are not able to Fly loads of the occupied builds as well. The Boom of the crane would still pass over during crane picks in the green area but the load would not pass over the property.

At night, the crane needs to be able to weather vane freely in high winds and at night for Safety of the crane.



CLIENT:	HASSLE DEN		
LOCATION:	300 FALLMOORE	SHEET 1:	219
PROJECT:	PHASE 2	SHEET 2:	---
DRAWN BY:	JEFF MCARDLE	DATE:	01.18.22
EMAIL:	jmc@rmscranes.com		
DRAWING:	219-HASSEL DEN-FYELIMINARY-01.18.22		
PAPER:	11x17	SHEET:	2 OF 2 REVISION: ---
TITLE:	LIFT CRANAL MGT 219		

RMS Cranes  
1900 E 68th Avenue  
Denver, CO 80231  
Phone: 303.596.5206  
www.rmscranes.com

This Drawing and information contained within is property of RMS Cranes & RMS Rigging and is provided on the condition that it will not be reproduced, copied, or otherwise, directly or indirectly nor used for any purpose other than for which it specifically furnished.

**EXHIBIT D**  
**Certificate of Insurance**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	<b>CONTACT NAME:</b> IMA Denver Team	
	<b>PHONE (A/C. No. Ext):</b> 303-534-4567	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b> DenAccountTechs@imacorp.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> The Continental Insurance Company		35289
<b>INSURER B :</b> *Pinnacol Assurance		41190
<b>INSURER C :</b> Indian Harbor Insurance Company		36940
<b>INSURER D :</b> Continental Casualty Company		20443
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 93594751 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD DED: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			4028808411	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4028808425	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6042783626	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4082635	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER CO ONLY E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution/Professional Liability Prof Retro Date: 01/01/73			CEO744696206	7/1/2022	7/1/2023	Each Incident \$8,000,000 Aggregate \$8,000,000 SIR \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors Equipment Coverage: Policy #RH4 A038113 09  
 Effective Dates: 07/01/22-07/01/23 Insurer: The Hanover Insurance Company  
 \$2,292,602 Blanketed Amount; \$2,500 Deductible

See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

City and County of Denver  
 201 W. Colfax Ave.  
 Denver CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Brinda Vincent*

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY IMA, Inc. - Colorado Division		NAMED INSURED Haselden Construction, LLC 6950 South Potomac Street Centennial, CO 80112	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Builders Risk Coverage: Policy #RH4 A038113 09  
 Effective Dates: 07/01/22-07/01/23 Insurer: The Hanover Insurance Company  
 \$10,000,000 Any One Location (Frame) Limit; \$10,000,000 Any One Location (Joisted Masonry) Limit;  
 \$50,000,000 Any One Location (Non-Combustible) Limit;  
 \$97,000,000 Any One Location Masonry Non-Combustible Limit;  
 \$97,000,000 Any One Location Fire Resistive Limit;  
 \$1,000,000 Temporary Location/Transit Limit;  
 \$10,000 Deductible SPC Form  
 \*\$5,000,000 Flood Sub-Limit; \*\$25,000 Deductible; \*\$5,000,000 Earthquake Sub-Limit; \*\$25,000 Deductible

City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured on the General Liability, Automobile Liability, and Umbrella Liability policies if required by written contract or agreement and with respect to work performed by Insured, subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder on the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies if required by written contract or agreement and with respect to work performed by Insured, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability policy subject to the policy terms and conditions.