

**RECORDING REQUESTED;
WHEN RECORDED MAIL TO:**

Jason D. Moore
Denver City Attorney's Office
Municipal Operations Section
City and County of Denver
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

LICENSE AGREEMENT AND COVENANT

THIS LICENSE AGREEMENT AND COVENANT ("**License Agreement**") is entered into effective as of the date set forth below on the signature page for the City and County of Denver ("**Effective Date**"), by and between **NICHOLAS W. RIGGIO and LETITIA N. RIGGIO**, individuals ("**Licensees**"), whose address is 26132 Chief Hosa Road, Golden, Colorado 80401; and the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("**Denver**") whose address is 1437 Bannock Street, Room 350, Denver, Colorado 80202 (jointly referred to as the "**Parties**").

Recitals

A. As is relevant to this License, Licensees are joint owners of a parcel of property located at 26132 Chief Hosa Road in Jefferson County, Colorado, legally described as set forth in **Exhibit A** (the "**Licensees' Property**").

B. Access to Licensees' Property has been available by Chief Hosa Road which connects to Genesee Drive within Genesee Park, which was acquired by Denver in 1915 and is currently owned and operated by Denver as a Denver Mountain Park (the "**Park**").

C. Chief Hosa Road, as depicted on the drawing and legally described in **Exhibit B** to this License Agreement (the "**Access Way**"), has been the sole means of access for the Licensees' Property to and from public roads.

D. Licensees desire to have Denver affirm Licensees' continued use, to the extent specified in this License Agreement, of the Access Way in the Park.

E. Denver is willing to allow Licensees the continued historic use of the Access Way in the same manner and configuration as it currently exists.

F. In return for allowing this continued use of the Access Way, Licensees agree on Licensees' own behalf and Licensees' heirs, successors and assigns to abide by the covenants, promises, terms and conditions set forth in this License Agreement.

NOW THEREFORE, in consideration of the Recitals set out above and the license, covenants, promises, terms, and conditions set forth below, the Parties agree as follows:

1. **LICENSE.** Denver hereby grants a revocable, non-exclusive license to Licensees to operate and maintain the Access Way in its current location and configuration as depicted and described in the attachment to this License Agreement solely for the purpose of providing access to and from Licensees' Property through the Park and connecting to Genesee Drive, subject to the terms, conditions, promises, and covenants of this License Agreement. This License shall include the right to place underground utilities within the Access Way to serve Licensees' Property. Notwithstanding any provision to the contrary, no property title, rights or interests, including leases or easements, are granted hereby.

2. **RESTRICTED USE.** Licensees agree and covenant that, other than as necessary to provide emergency access, no action will be taken by Licensees to acknowledge or extend any access rights under this License Agreement for the benefit or use of any property other than Licensees' Property or any persons other than the owners and tenants of Licensees' Property. Licensees also agree and covenant that the Access Way: a) shall be as depicted in **Exhibit B** to this License Agreement; b) shall not be expanded or relocated and shall not be materially modified as to paving or construction without the written permission of Denver; and c) shall only be used to provide vehicular, pedestrian, and utility access for common and customary activities associated with residential uses currently occurring on Licensees' Property, including the construction, maintenance, and repair of related improvements thereon, as allowed under Jefferson County zoning and building laws. In addition, Licensees agree and covenant, as a condition of the License granted herein, that Licensees will not cause, permit or suffer any other encroachments or encumbrances on any portion of the adjoining Park through either unauthorized uses of the Access Way or any use of Licensees' Property that adversely impacts the Park beyond the historic use of the Access Way.

3. **ACCESS LAWFUL.** Licensees represent and agree that all permits, approvals, and other governmental authorizations required by law to be obtained for the construction, location, and operation of the Access Way have been obtained and are current and, if any others are required in the future, Licensees will diligently take all actions necessary to obtain such permits, approvals, or other governmental authorizations and to comply with the same and to make certain that the same are in compliance with this License Agreement. To the extent that there are any fees, charges, fines, penalties, or other costs or expenses associated with obtaining such permits, approvals, or other governmental authorizations or imposed for failure to obtain or comply with such permits, approvals, or other governmental authorizations, Licensees shall be solely responsible and liable for paying such.

4. **MAINTENANCE & REPAIR.** Licensees agree and covenant to maintain and repair the Access Way, including any associated drainage, as necessary to assure that the Access Way is functional and safe for use by the public and to protect the Park from erosion or other damage resulting from the use or operation of the Access Way. Prior to initiating any substantial maintenance or repair work on the ground in the Park, Licensees agree and promise to obtain from the Denver Department of Parks and Recreation the required permits or approvals allowing for such work to be performed on park property and to strictly comply with the terms and conditions

of said permits or approvals. In case of an emergency, Licensees shall promptly notify the Denver Department of Parks and Recreation of the emergency repairs made and obtain the required permits or approvals for the work and any further work. Should Licensees fail to perform any necessary maintenance or repair to the Access Way within the timeframe prescribed in any notice sent by Denver, Denver shall have the right to perform the necessary maintenance or repair and to seek recovery of damages, costs, expenses, and attorney's fees from Licensees by whatever means available under law, including but not limited to the filing and foreclosure of liens against Licensees' Property.

5. **TERM & EFFECT.** The License granted herein shall commence as of the Effective Date of this License Agreement and shall be in effect until revoked as provided herein. The covenants and promises made herein shall commence as of the Effective Date and shall remain in effect and run with the land (Licensees' Property) as long as the License is in effect and, even upon revocation of the License, until all covenants and promises are fully and faithfully performed, to the reasonable satisfaction of Denver and in accordance with this License Agreement.

6. **REVOCAION OR OTHER TERMINATION.** Denver has the right to revoke this License for a material violation of the terms, conditions, promises, and covenants of this License Agreement, provided Licensees have not cured the violation within a reasonable timeframe specified in a written notice from Denver, or upon closure of the Access Way resulting from any lawful order, directive, or edict issued by any governmental entity (other than Denver) or court. Upon revocation by Denver or upon receipt of any lawful order, directive, or edict to close the Access Way, Licensees shall be solely responsible and liable for complying with said notification of revocation or said order, directive, or edict and restoring, at Licensees' sole cost, Denver's property within the Park to a natural condition acceptable to Denver. Notice of violation and notice of revocation shall be in writing signed by the Executive Director of the Department of Parks and Recreation or an authorized representative (the "**Executive Director**").

7. **DAMAGE.** In the event that the Access Way is substantially damaged due to natural or man-made causes, the Access Way may be re-constructed upon submittal of complete and detailed construction plans to the Executive Director and the Executive Director's approval of said plans and issuance of such permits and approvals as may be required for the work on Denver property.

8. **DAMAGE TO PARK PROPERTY.** Licensees agree and promise that any real or personal property of Denver damaged or destroyed incident to the exercise of this License or upon revocation of this License and removal of the Access Way shall be promptly repaired or replaced by Licensees to the satisfaction of the Executive Director, or in lieu of such repair or replacement, Licensees agree and promise, if so required by the Executive Director and at the Executive Director's option, and after reasonable written notification, to pay Denver money in an amount sufficient to compensate for the loss sustained or costs incurred by Denver for any damage that may result from any location, construction, repair, maintenance, operation, or removal of the Access Way. For failure or refusal by Licensees to substantially comply with this paragraph, Denver shall have the right to seek recovery of damages, costs, expenses, and reasonable attorney's fees from Licensees by whatever means available under law, including but not limited to the filing and foreclosure of liens against Licensees' Property.

9. **INDEMNIFICATION & GOVERNMENTAL IMMUNITY.** Licensees hereby releases and indemnifies and saves harmless Denver, 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 Denver, and shall defend, indemnify, and save harmless Denver, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liability, actions, penalties, or proceedings of any kind or nature whatsoever, including without limitations worker’s compensation claims, of or by anyone whomsoever, which with respect to any of the foregoing in any way results, from, or arises out of, directly or indirectly, the use, occupancy, or operation of any portion of the Access Way or performance of any work and other activities specified or allowed under this License Agreement, and including acts and omissions of officers, employees, representatives, suppliers, invitees, contractors and agents of Licensees; provided, that Licensees need not release, indemnify or save harmless Denver, its officers, agents, and employees from damages resulting from the sole negligence of the Denver’s officers, agents, and employees. The scope of this indemnification is not limited to third party claims. Any minimum insurance policies held by Licensees shall not be deemed to limit or define the obligations of Licensees under this License Agreement. It is expressly understood and agreed that Denver is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

10. **CONVEYANCE, TRANSFER, OR ASSIGNMENT.** Licensees acknowledge and covenant that, should Licensees convey, transfer, or assign any right, title, or interest, in whole or part, to Licensees’ Property to another person or entity in the future for the purpose, among other things, of using, occupying, maintaining or operating Licensees’ Property, Licensees 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. All references to “Licensees” in this License Agreement shall thereafter be read to mean any person or entity receiving or holding any right, title, or interest in Licensees’ Property.

11. **NOTICES.** All notices required to be given by or to the Parties herein shall be in writing and sent by certified mail, return receipt requested, to:

Licensees: Nicholas W. Riggio and
Letitia N. Riggio
26132 Chief Hosa Road
Golden, Colorado 80401

Denver: Mayor
City and County of Denver
1437 Bannock Street, Room 350
Denver, CO 80202

Executive Director of Parks and Recreation
City and County of Denver
201 West Colfax, Dept. 601

Denver, CO 80202

Denver City Attorney
City and County of Denver
1437 Bannock Street, Room 353
Denver, Colorado 80202

Any party hereto may designate in writing from time to time the address of substitute or additional persons to receive such notices or address updates. The effective date of service of any such notice is mailed.

12. **COMPLIANCE WITH LAWS.** The Parties shall observe and comply with the applicable provisions of the Denver Charter, ordinances, and rules and regulations of Denver and with all applicable Colorado and federal laws.

13. **APPLICABLE LAW; VENUE.** The License Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado and the United States of America. Venue for any legal action relating to this License Agreement and Covenant shall lie solely in the District Court in and for the City and County of Denver.

14. **AMENDMENT.** This License Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein. Any representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties in the same formality as this License Agreement and Covenant.

15. **SEVERABILITY.** The promises and covenants contained herein are several in nature. Should any one or more of the promises or covenants be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining promises or covenants. However, if the License should be deemed invalid or unenforceable, the License Agreement shall terminate subject to the terms set forth in paragraph 5 above.

16. **NONDISCRIMINATION.** In connection with this License Agreement, Licensees agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, gender identity or gender expression, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and further agree to insert the foregoing provision in all contracts and subcontracts hereunder.

17. **THIRD PARTY CONTRACTS.** Licensees have no authority to bind Denver on any contractual matters. Denver shall have no liability or financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which Licensees contract or have

a contractual arrangement with respect to any work on or associated with the Access Way or with respect to any other aspects of the Access Way or its use.

18. **COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS.** Licensees shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to the use of the Access Way. Licensees, in conducting activity or work of any kind on the Access Way, shall comply with all applicable local, state, and federal environmental rules, regulations, statutes, laws or orders (collectively, “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term “**Hazardous Materials**” shall mean asbestos, asbestos-containing soils and asbestos-containing materials, polychlorinated biphenyls (PCBs), special wastes, any petroleum products, natural gas, radioactive source material, pesticides and any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

19. **RECORDING; RUNS WITH THE LAND.** This License Agreement shall be recorded in the office of the Clerk and Recorder of the County of Jefferson, State of Colorado, and shall be a covenant that runs with Licensees’ Property and shall be binding upon Licensees and Licensees’ heirs, successors in interests and assignees and shall be enforceable by and inure to the benefit of Denver.

20. **NO PERSONAL LIABILITY.** No elected official, director, officer, agent, or employee of Denver shall be charged personally or held contractually liable by or to Licensees under any term or provision of this License Agreement or because of any breach or violation thereof or because of the execution, approval, or attempted execution of this License Agreement.

21. **EXECUTION.** This License Agreement shall not be or become effective or binding on Denver until it has been fully executed by all signatories of the City and County of Denver.

22. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Licensees consent to the use of electronic signatures by Denver. The License Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. The Parties agree not to deny the legal effect or enforceability of the License Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the License Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURES BEGIN ON NEXT PAGE.]

Contract Control Number: PARKS-202159039
Contractor Name: Nick Riggio

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: PARKS-202159039
Contractor Name: Nick Riggio

By: DocuSigned by:
Nick Riggio
4F4E21F215A3474... DocuSigned by:
Letitia Riggio
4F4E21F215A3474...

Name: Nick Riggio Letitia Riggio
(please print)

Title: Licensee Licensee
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

A PART OF THE SOUTHEAST QUARTER SECTION 14, TOWNSHIP 4 SOUTH, RANGE 71 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO PAGE 1 OF 2

DESCRIPTION:

Centerline of an existing road, being a part of the City and County of Denver property located in A part of the Southeast Quarter Section 14, Township 4 South, Range 71 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, more particularly described as follows:

Beginning at a point on the South line of the Southeast Quarter of said Section 14 whence the Southeast Quarter Corner thereof bears North 87°01'42" East, a distance of 1129.75 with all bearings contained herein relative thereto; thence North 18°28'29" East, a distance of 119.88 feet; thence North 24°31'45" East, a distance of 261.67 feet to the centerline of Chief Hosa Road; thence along said centerline the following 17 courses;

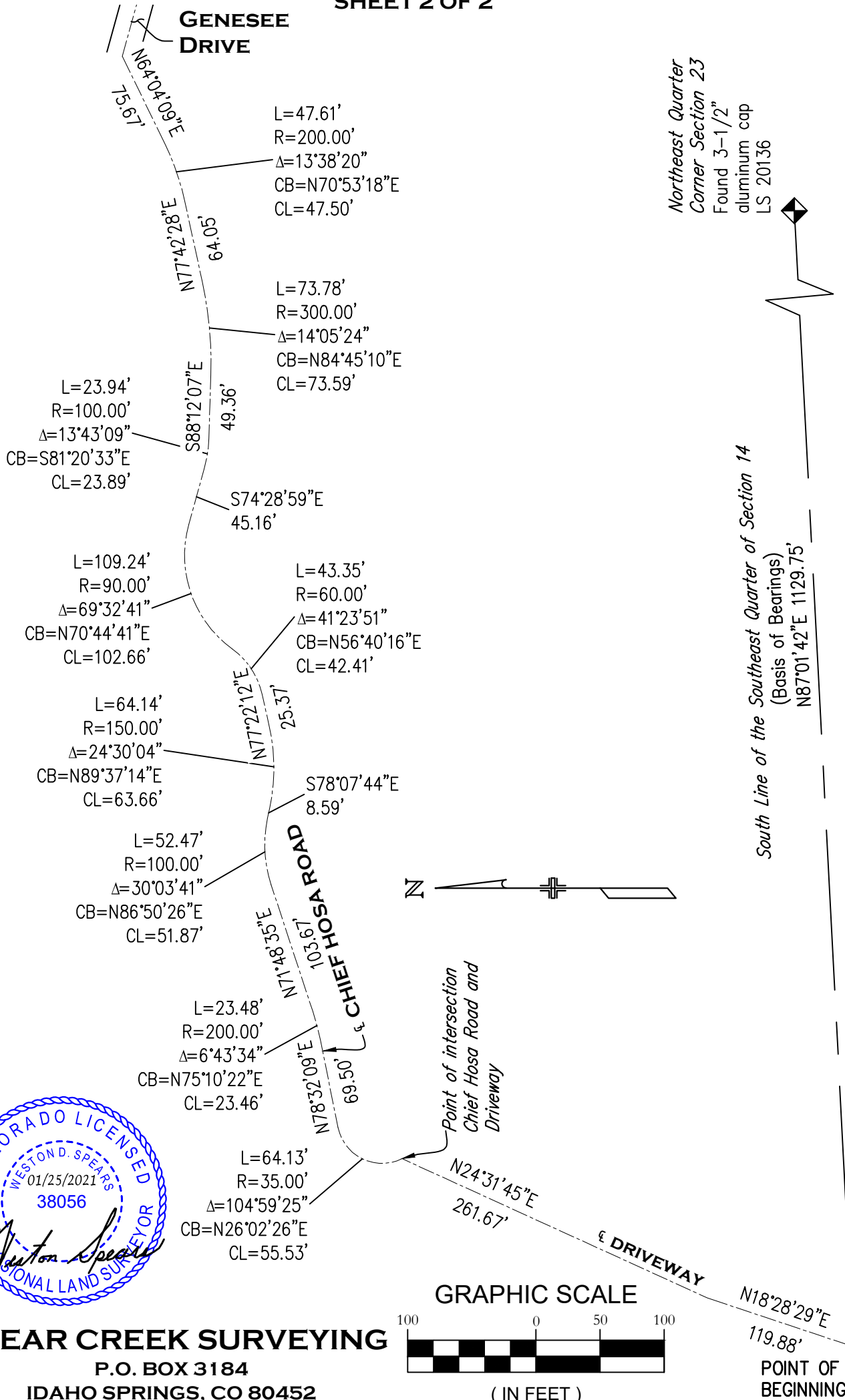
1. Along the arc of a non-tangent curve to the right 64.13 feet, having a radius of 35.00 feet, a central angle of 104°59'25" and a chord which bears North 26°02'26" East a distance of 55.53 feet;
2. North 78°32'09" East, a distance of 69.50 feet to a point of curvature;
3. along the arc of a curve to the left 23.48 feet, having a radius of 200.00 feet, a central angle of 06°43'34" and a chord which bears North 75°10'22" East a distance of 23.46 feet;
4. North 71°48'35" East, a distance of 103.67 feet to a point of curvature;
5. along the arc of a curve to the right 52.47 feet, having a radius of 100.00 feet, a central angle of 30°03'41" and a chord which bears North 86°50'26" East a distance of 51.87 feet;
6. South 78°07'44" East, a distance of 8.59 feet to a point of curvature;
7. along the arc of a curve to the left 64.14 feet, having a radius of 150.00 feet, a central angle of 24°30'04" and a chord which bears North 89°37'14" East a distance of 63.66 feet;
8. North 77°22'12" East, a distance of 25.37 feet to a point of curvature;
9. along the arc of a curve to the left 43.35 feet, having a radius of 60.00 feet, a central angle of 41°23'51" and a chord which bears North 56°40'16" East a distance of 42.41 feet to a point of curvature;
10. along the arc of reverse curve to the right 109.24 feet having a radius of 90.00 feet, a central angle of 69°32'41" and a chord which bears North 70°44'41" East a distance of 102.66 feet;
11. South 74°28'59" East, a distance of 45.16 feet to a point of curvature;
12. along the arc of a curve to the left 23.94 feet, having a radius of 100.00 feet, a central angle of 13°43'09" and a chord which bears South 81°20'33" East a distance of 23.89 feet;
13. South 88°12'07" East, a distance of 49.36 feet to a point of curvature;
14. along the arc of a curve to the left 73.78 feet, having a radius of 300.00 feet, a central angle of 14°05'24" and a chord which bears North 84°45'10" East a distance of 73.59 feet;
15. North 77°42'28" East, a distance of 64.05 feet to a point of curvature;
16. along the arc of a curve to the left 47.61 feet, having a radius of 200.00 feet, a central angle of 13°38'20" and a chord which bears North 70°53'18" East a distance of 47.50 feet;
17. North 64°04'09" East, a distance of 75.67 feet to the centerline of Genesee Drive and POINT OF TERMINUS.

Weston D. Spears, Professional Land Surveyor
Colorado P.L.S No. 30586
for and on behalf of Clear Creek Surveying
PO Box 3184, Idaho Springs, CO 80542
Phone: (303) 681-1519

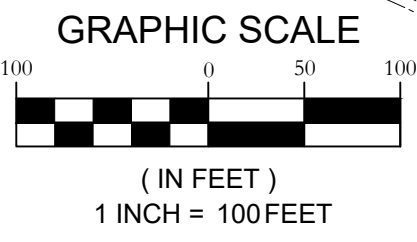


EXHIBIT B

A PART OF THE SOUTHEAST QUARTER OF SECTION 14,
 TOWNSHIP 4 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
 COUNTY OF JEFFERSON, STATE COLORADO
 SHEET 2 OF 2



CLEAR CREEK SURVEYING
 P.O. BOX 3184
 IDAHO SPRINGS, CO 80452
 (303) 681-1519



PROJECT NO.: S:_Survey\Projects\2020\20GEN72 SEC23T4SR71W PRICE\Office\CAD\20GEN72 Easement.dwg