

REVOCABLE LICENSE
(2597 W. 11th Ave. and 2519 W. 11th Ave.)

THIS LICENSE (“License”) is granted by the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (“City”) to **HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER**, a public body corporate and politic, whose address is 1035 Osage Street, Denver, CO 80204 (“Licensee”).

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Licensee and the City (together herein referred to as the “Parties” and individually as a “Party”) agree as follows:

1. Grant, Term, and Scope of Work. The City grants to the Licensee, its contractors, subcontractors, agents and invitees, for a term of two (2) years commencing from the effective date (the “Term”), subject to the conditions and terms in this License, a non-exclusive revocable license for the use of the real property described in **Exhibit A**, attached and incorporated by this reference (the “Premises”), for **staging, parking and materials storage during construction** (the “Project”).

2. Revocation and Retained Rights of City. The City retains the absolute right to revoke the License for any reason. Revocation shall be in writing signed by the Director of Real Estate (the “Director”). The City reserves the right to own and occupy the Premises in any manner that does not unreasonably interfere with the exercise of the rights granted by this License.

3. Use of Premises. As a condition of the License, Licensee shall use the Premises as follows:

a. Use. The Premises shall only be used for the Project. Licensee shall cause its contractors to return the Premises free from all construction debris and in a condition as nearly as practicable to its original conditions, taking into consideration the nature of the work being performed.

b. Other Permits. Prior to commencement date of the License, Licensee shall obtain all necessary federal, state, and local permits for the use of the Premises. Licensee shall comply with all applicable laws, rules, or regulations of the City. Nothing in this License shall relieve Licensee from complying with other regulatory requirements applicable to the License and the Allowable Use.

The Licensee is required to provide Vehicle Tracking Control (“VTC”) at all ingress/egress locations where there is vehicle movement between paved and unpaved areas. If the total area of disturbance is more than one acre, Licensee shall have an erosion control permit.

The Licensee shall maintain access to Metro Wastewater manholes located on the property, at all times during the term of the License.

c. Damage or Injury. The City shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Licensee's use of the Premises under the terms of this License.

4. Termination. In the event this License is canceled, terminated or revoked by either Party before the expiration of its term, the Licensee shall at its sole expense remove any personal property from the Premises, and shall restore the Premises to the extent reasonably required by the Director. The provisions of Section 8 shall apply to any damage to the Premises.

5. No Cost to City. The exercise of the privileges granted by this License shall be without cost or expense to the City.

6. Maintenance. The Licensee shall be responsible for maintaining the Premises during the term of this License in the same condition that existed as of the date of this License.

7. Damage to City Property. Any property of the City damaged or destroyed by Licensee incident to the use of this License shall be promptly repaired or replaced by Licensee to the reasonable satisfaction of the Director. The Director may, at his/her option, in lieu of such repair or replacement, require Licensee to pay to the City money in an amount sufficient to compensate for the loss sustained by the City for any damage that may result from the Allowable Use.

8. Compliance with Environmental Requirements. Licensee 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. For purposes of this License, the terms "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), 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, or the Colorado law governing hazardous waste C.R.S. §25-15-101, et seq., 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.

9. Insurance.

Licensee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended ("Act"), and Licensee shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Licensee's liabilities under the Act. Proof of such insurance shall be provided upon request by the City.

10. Notices. All notices required to be given to the City or Licensee shall be in writing and sent by certified mail, return receipt requested, to:

Licensee: Housing Authority of the City and County of Denver
Real Estate Development
Attn: Mark Howard
P.O. Box 40305
Denver, Colorado 80204

And

Housing Authority of the City and County of Denver
Legal Department
Attn: Joshua Crawley
P.O. Box 40305
Denver, Colorado 80204

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

Director of Real Estate
201 W. Colfax Avenue, Dept. 1010
Denver, Colorado 80202

Denver City Attorney
201 W. Colfax Avenue, Dept. 1207
Denver, Colorado 80202

Any Party may designate in writing from time to time the address of substitute or additional persons to receive such notices. The effective date of service of any such notice is the date on which mailed or personally delivered.

11. Compliance with Laws. All persons or entities utilizing the Premises pursuant to this License shall observe and comply with the applicable provisions of the Charter, ordinances, and rules and regulations of the City and with all applicable Colorado and federal laws.

12. Severability. The promises and covenants contained in this License are several in nature. Should any one or more of the provisions of this License be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of the License.

13. Applicable Law/Venue. Each and every term, condition, or covenant of this Easement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and

County of Denver, as the same may be amended from time to time, are expressly incorporated into this License as if fully set out by this reference. Venue for any action relating to this License shall be in the State District Court in the City and County of Denver, Colorado.

14. Nondiscrimination. In connection with the Allowable Use under this License, Licensee agrees 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, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further agrees to insert this provision in all subcontracts hereunder.

15. Entire License. This License is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification shall have any force or effect, unless embodied in this License in writing.

16. Amendments. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this License properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this License or any written amendment to this License shall have any force or effect nor bind the City. This License and any amendments to it shall be binding upon the Parties and their successors and assigns.

17. Authority. Licensee represents and warrants that the person signing this License has the authority to execute and deliver this License on behalf of Licensee.

18. Appropriation. All obligations of the City under and pursuant to this License 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.

19. Governmental Immunity and Liability. The Parties agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. As between the Parties, and without either Party waiving any of their rights, immunities or protections as against third parties under the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 to -120, each Party shall be responsible for its own negligence and that of its agents, employees and contractors in the performance of this Agreement. If either Party is given notice of claim or suit against or involving the other arising from this Agreement, it agrees to give the other Party prompt written notice of such claim or suit.

20. 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 official or employee.

21. No Personal Liability. No elected official, director, officer, agent, or employee of the City shall be charged personally or held contractually liable under any term or provision of this

License or because of any breach thereof or because of its or their execution, approval, or attempted execution of this License.

22. Electronic Signatures and Electronic Records. Licensee consents to the use of electronic signatures by the City. The License, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the License 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 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.

Exhibit A – Description of the Premises

Exhibit B – Certificate of Insurance

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Contract Control Number:
Contractor Name:

FINAN-202159474-00
Housing Authority of the City and County of Denver

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-202159474-00
Housing Authority of the City and County of Denver

By: _____

Name: David Nisivoccia

See attached
signature page

Title: Executive Director

ATTEST: [if required]

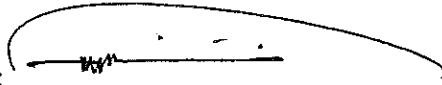
By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

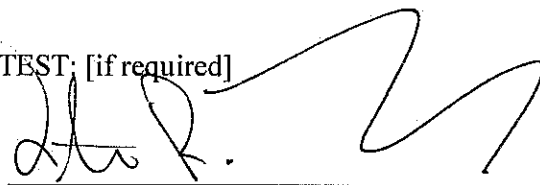
FINAN-202159474-00
Housing Authority of the City and County of Denver

By:  _____

Name: David Nisivoccia

Title: Executive Director

ATTEST: [if required]

By:  _____

Name: Athena R. Lovato
(please print)

Title: Real Estate Development
(please print) Office Manager

EXHIBIT A

2597 W. 11th Ave.

LOTS 25, 26, 27, 28 AND THE WEST 1/2 OF LOT 29, BLOCK 2, SOUTH FAIRVIEW, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

2519 W. 11th Ave.

LOTS 39 TO 44, INCLUSIVE AND, THE WEST 19 FEET OF LOT 45, BLOCK 2, SOUTH FAIRVIEW ADDITION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

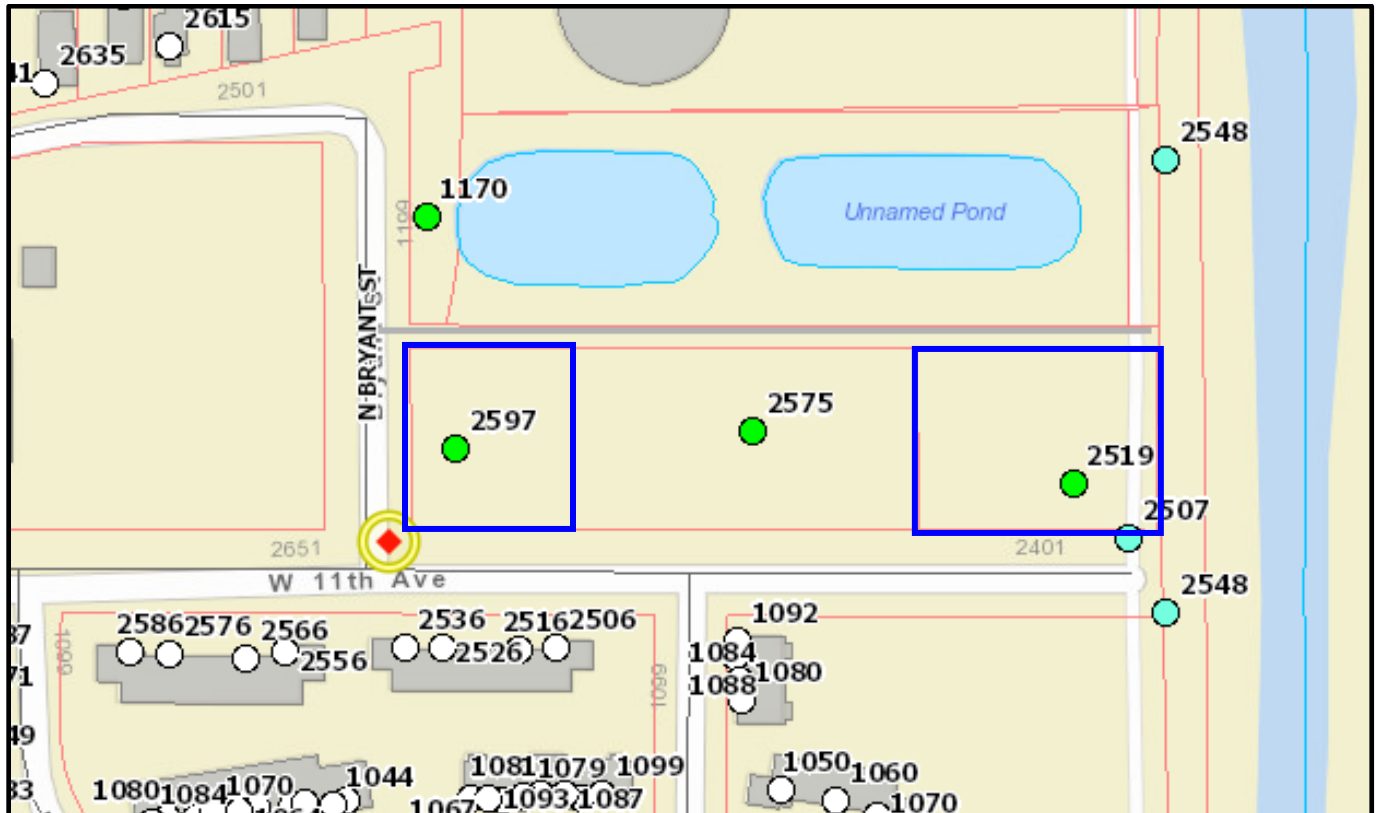


EXHIBIT B



189 Commerce Court
PO Box 189
Cheshire, CT 06410-0189

203-272-8720 or 800-872-0262
fax 203-271-2265
www.housingcenter.com

CERTIFICATE OF INSURANCE

ID: 541

Issue Date: 04/02/2021

Insured: The Housing Authority of the City and County of Denver

Address: 1035 Osage Street
PO Box 40305
Denver, CO 80204-0305

Coverages

Type of Insurance	Policy Number	Limits
Commercial Liability	HARRG-541-207637-2020	General Aggregate: \$ 10,000,000 Per Occurrence: \$ 10,000,000 Personal and Adv Inj: \$ 10,000,000 Fire Damage Sub-Limit: \$ 50,000 Athletic Sport Sub-Limit
[X] Coverage A : Bodily Injury and Property Damage Liability: <u>Occurrence</u>	Effective Date: 12/31/2020 12:01 AM	Per Occurrence: \$ 250,000 Aggregate: \$ 250,000
[X] Coverage B : Personal and Advertising Injury Liability: <u>Occurrence</u>	Expiration Date: 12/31/2021 12:01 AM	Mold, Other Fungi or Bacteria: \$ 250,000
[X] Coverage E : Mold, Other Fungi or Bacteria Liability: <u>Claims Made</u> Retro Date: 12/31/03		

Description: Proof of Insurance

Certificate City and County of Denver Department of Real Estate & Finance

Holder: 201 West Colfax Avenue, Department of 1010
Denver, CO 80202

Remarks:

Company: Housing Authority Risk Retention Group, Inc.

THIS IS TO CERTIFY THAT THE POLICIES LISTED ABOVE 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 CLAIMS PAID. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents, or representatives.

Signature of Authorized Representative

- Mortgagee Certificate Holder
 Loss Payee Other
 Additional Insured