



## **License Agreement**

**DENVER STOCKYARDS - 49TH ST - FENCE (072358-146)  
4910 BRIGHTON BLVD, DENVER CO 80216-9998**



# License

Facility Name/Location: DENVER STOCKYARDS - 49TH ST - FENCE (072358-146)  
4910 BRIGHTON BLVD, DENVER CO 80216-9998  
County: Denver  
Lease: QB0000538054

This LICENSE, made and entered into by and between City and County of Denver, hereinafter called the Licensor, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. LOCATION: The Licensor hereby leases to the Postal Service and the Postal Services leases from the Licensor, for the provision of space by the Licensor to the Postal Service ~~for placement by the Postal Service of a non-personnel postal unit, in accordance with the terms and conditions described herein, and contained in the General Conditions to this License,~~ the following described premises:

4910 Brighton Blvd. Denver Colorado 80216 and as described in Exhibit A.

2. TERM:

Fixed term. The term beginning 01/01/2019 and ending 12/31/2038 for a total of 20 years.

3. PAYMENTS:

\$1.00 (One Dollar and No Cents) per year payable in equal installments at the end of each calendar month. Rent for a part month will be prorated.

4. UTILITIES AND SERVICES: Licensor agrees to furnish and provide the following utilities and services:  
Licensor to install security fence approved by the Postal Service.

5. OTHER PROVISIONS: By acceptance of this License, the parties agree to abide by the attached General Conditions and the following additional provisions:

Licensor will provide maintenance and repair of security fence placed on 49th Street. Licensor will provide all maintenance or repairs for areas described in Exhibit A.

6. TERMINATION:

The Postal Service may terminate this license by giving 30 days written notice to the licensor.



## General Conditions to USPS License

### 1. CHOICE OF LAW

This License shall be governed by federal law.

### 2. ASSIGNMENTS

- a. The terms and provisions of this License and the conditions herein are binding on the Licensor and the Postal Service, and all heirs, executors, administrators, successors, and assigns.
- b. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.
- c. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that such transfer is subject to this License agreement.

### 3. APPLICABLE CODES AND ORDINANCES

The Licensor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the structure in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service.

### 4. ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

### 5. CLAIMS AND DISPUTES

This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-13), (the Act). Except as provided for in the Act, all disputes arising under or relating to this contract must be resolved under the provisions of the Act and implementing regulations of the Postal Service.

### 6. HAZARDOUS/TOXIC CONDITIONS

By execution of this License, the Licensor certifies:

- a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law; and
- b. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

### 7. FACILITIES NONDISCRIMINATION

- a. By executing this License, the Licensor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Licensor will insert this clause in all contracts or purchase orders under this License unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

**8. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS**

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at [www.usps.com/publications](http://www.usps.com/publications).

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this License, the terms "supplier," "contractor," and "lessor" are synonymous with "Licensor," and the term "contract" is synonymous with "License."

**Contract Control Number:** FINAN-201846918-00

**Contractor Name:** 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 \_\_\_\_\_

*see attached  
signature  
page*

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:**           **FINAN-201846918-00**

**Contractor Name:**                   **United States Postal Service**

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 \_\_\_\_\_  
Michael B. Hancock, Mayor

\_\_\_\_\_  
Paul Lopez, Clerk and Recorder,  
Ex-Officio Clerk of the City and  
County of Denver

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By \_\_\_\_\_  
Manager of Finance

By \_\_\_\_\_  
Jennifer Welborn, Assistant  
City Attorney

By \_\_\_\_\_  
Auditor

**LICENSOR(S)**

Print Licensor's Name and Title  
XXX-XX-0580

Signature

Tax ID of Licensor  
MANAGER OF REVENUE, 201 W COLFAX  
AVE DEPT 1100  
Address - Number and Street  
DENVER, CO, 80202-5332

e-mail address

Address -- City, State and ZIP+4

FAX Number

Telephone Number(s)

Witness to Licensor

Witness to Licensor

**UNITED STATES POSTAL SERVICE**

RUSSELL, LETITIA  
Print Name and Title of Contracting Officer

*See Attached  
Counter Signatures*  
Signature of Contracting Officer

Print Address of Contracting Officer

Witness to Contracting Officer



EXHIBIT A TO LICENSE AGREEMENT  
DENVER STOCKYARDS 072358-146

**EXHIBIT "A"**

**DATE: MARCH 01, 2018**

**DESCRIPTION**

That tract or parcel of land No. RW-24B of the City and County of Denver Contract No. 2015-PROJMSTR-0000301, Brighton Boulevard Preliminary Design 44<sup>th</sup> Street to Race Court, containing 7,318 square feet (0.168 acres), more or less, being a portion of that parcel of land described to 51<sup>st</sup> & Brighton LLC and recorded with the Clerk and Recorders Office under Reception Number 2016052121, in the NE ¼ of Section 23, Township 3 South, Range 68 West, of the 6<sup>th</sup> Principal Meridian, City and County of Denver, Colorado, said tract or parcel being more particularly described as follows:

Commencing at a 2 inch aluminum cap in Range Box as the range point at the intersection of the 20.00' range line in Brighton Blvd and the southerly line of the Burlington Northern and Santa Fe Railroad;

Thence South 10°11'15" East, a distance of 227.65 feet to a point at a westerly line of the 51<sup>st</sup> & Brighton LLC parcel, being 8.00 feet distant from the southwesterly corner of said 51<sup>st</sup> & Brighton LLC parcel, and being in the easterly right-of-way line of Brighton Blvd., the TRUE POINT OF BEGINNING;

Thence along the westerly right-of-way line of Brighton Blvd., North 00°04'04" West, a distance of 29.00 feet to the southwesterly corner of a parcel of land described by deed to Colorado Postal Holdings, LLC and recorded with the Clerk and Recorders Office under Reception Numbers 2011124747, 2012114034, 2012114035 and 2012114037;

Thence along the southerly line of said Colorado Postal Holdings LLC parcel, South 89°56'53" East, a distance of 252.39 feet to the southeasterly corner of said Colorado Postal Holdings LLC parcel;

Thence South 00°03'07" West, a distance of 29.00 feet;

Thence along a line parallel with and 8.00 feet distant from the southerly line of said 51<sup>st</sup> & Brighton LLC parcel, North 89°56'53" West, a distance of 252.32 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 7,318 square feet (0.168 acres), more or less.

Basis of Bearings: All bearings used hereon are based on the 20 foot range line along Brighton Blvd., between 48<sup>th</sup> Street and 49<sup>th</sup> Street, being North 00°04'04" West, as measured using the City and County of Denver Mapping Projection (CCD\_LOCAL), as monumented at 48<sup>th</sup> street by a 2" aluminum cap and at 49<sup>th</sup> Street by a 2" aluminum cap.



For and on behalf of the  
City and County of Denver  
Douglas H. Ort III, PLS 37066  
(303) 501-1221  
1675 Broadway, Suite 200  
Denver, CO 80202

