

## SECOND AMENDMENT TO REVOCABLE LICENSE

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

**THIS SECOND AMENDMENT TO REVOCABLE LICENSE** (“Amendment”) is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City”) and the **HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER**, a public body corporate and politic under the laws of the State of Colorado, whose address is 1035 Osage Street, Denver, CO 80204 (“Licensee”).

### RECITALS:

**WHEREAS**, the City and Licensee entered into a Revocable License dated September 10, 2021, and an Amended License Agreement **September 20, 2024** (as amended, the “License Agreement,” the “License,” or the “Agreement”) whereby the City granted to Licensee a non-exclusive revocable License to use portions of City-owned property located at 2597 West 11th Avenue, Denver, Colorado 80204 and 2519 West 11th Avenue, Denver, Colorado 80204 (the “Premises”) for the sole purpose of staging, parking and storage of materials during construction (the “Project”); and

**WHEREAS**, the City and Licensor now desire to amend the License Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth the parties agree as follows:

1. Section 1 of the License Agreement is amended to read as follows:

“1. **Grant, Term, and Scope of Work**: The City grants to the Licensee, its Licensees, sublicensees, agents and invitees, subject to the conditions and terms in this License Agreement, a non-exclusive revocable License for the use of real property located at 2597 West 11th Avenue, Denver, Colorado 80204 and 2519 West 11th Avenue, Denver, Colorado 80204 as described in **Exhibit A**, attached hereto and incorporated by this reference (the “**Premises**”). This Agreement shall commence as of the Effective Date of this License Agreement and shall be in effect until **December 31, 2026**, subject to the conditions and terms in this License. Through this Agreement, City grants Licensee an exclusive, revocable license for the sole purpose of staging, parking, and materials storage during construction on nearby third party-

owned parcels (the “**Project**”), more specifically described in the clause titled “**USE**” later in this Agreement.”

2. Subsection b of Section 3 titled “Use of Premises” is amended to read as follows:  
“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 not obstruct, interfere with the use of, or otherwise block access to the manholes located on the Premises. **Exhibit C**, attached hereto and incorporated to this Agreement by reference, depicts the location of each manhole on the Premises. By entering into this Amended Agreement, Licensee agrees it will not obstruct, interfere with the use of, or otherwise block access to the manholes located on the Premises and acknowledges the location of each manhole, as depicted in **Exhibit C**.”

3. Any capitalized terms used and not defined herein shall have the meaning ascribed to them in the License Agreement.
4. Except as herein amended, the License Agreement is affirmed and ratified in each and every particular.
5. This Amendment will not be effective or binding on the City 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.

**Exhibit List:**

**Exhibit C:** Image demonstrating locations of manholes on the Premises

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

FINAN-202683865-02| 202159474-02  
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-202683865-02| 202159474-02  
Housing Authority of the City and County of Denver

By: SEE VENDOR SIGNATURE PAGE ATTACHED

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

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

ATTEST: [if required]

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

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

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

**Contractor Name:**

Housing Authority of the City and County of Denver

By:  Signed by:  
300D94A006AC4A5...

Name: Joaquín Cintrón Vega  
(please print)

Title: Chief Executive Officer  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT C**  
Location of manholes

