

After recording, return to:

Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202
Project Description: DHHA Westside Clinic

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 the **CITY AND COUNTY OF DENVER**, a Colorado home rule city and municipal corporation, whose address is 1437 Bannock Street, Room 350, Denver, Colorado 80202 (“**Denver**”), and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, whose address is 777 Bannock Street, Denver, Colorado 80204 (“**Licensee**” and referred to herein, together with Denver, as the “**Parties**” and each individually as a “**Party**”).

Recitals

A. Licensee is the owner of a parcel of property generally shown on **Exhibit A** attached hereto (the “**Licensee’s Property**”).

B. Licensee’s Property abuts a parcel of land owned by Denver also generally shown on **Exhibit A** attached hereto (the “**Denver Property**”).

C. The Denver Property separates Licensee’s Property from a public wastewater sewer facilities located approximately thirteen (13) feet from the Licensee’s Property.

D. Licensee intends to install private sanitary and stormwater sewer lines between the Licensee’s Property and the public wastewater sewer main across the Denver Property to connect Licensee’s Property to the public wastewater sewer mains (the “**Private Facilities**”) using the property legally described and depicted in **Exhibit A** (the “**Licensed Area**”).

E. After installation of the Private Facilities, Denver is willing to allow Licensee to use, operate, maintain, and repair the Private Facilities in the Licensed Area as further described in this License.

F. In return for allowing Licensee to use the Licensed Area, Licensee agrees on Licensee’s own behalf and Licensee’s 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 Licensee to inspect, operate, maintain, repair, remove, replace, relocate, and reconstruct Private Facilities into, within, over, upon, across, through and under the Licensed Area, subject to the terms, conditions, promises, and covenants of this License Agreement (the “**License**”). Notwithstanding any provision to the contrary, no property title, rights, or interests, including leases or easements, are granted hereby.

2. **License Fee**. Licensee agrees to pay Denver a license fee of Ten and 00/100 Dollars (\$10.00) for the License.

3. **RESTRICTED USE**. Licensee agrees and covenants that, other than as necessary to provide emergency access, no action will be taken by Licensee to acknowledge or extend any access rights under this License Agreement for the benefit or use of any property other than Licensee’s Property or any persons other than the owners and tenants of Licensee’s Property. Licensee also agrees and covenants that the Licensed Area: a) shall be as depicted in **Exhibit A** to this License Agreement; b) shall not be expanded or relocated and shall not be materially modified without the written permission of Denver; c) shall not in any way negatively impact, harm, or impede Denver’s use of the Denver Property including the Licensed Area; and d) shall only be used for the Private Facilities which benefit Licensee’s Property, including the maintenance and repair of the Private Facilities thereon, as regulated by the City and County of Denver pursuant to relevant laws, codes, ordinances, rules and regulations, and polices. In addition, Licensee agrees and covenants, as a condition of the License granted herein, that Licensee will not cause, permit or suffer any other encroachments or encumbrances on any portion of the adjoining Denver Property through either unauthorized uses of the Licensed Area or any use of Licensee’s Property that adversely impacts the Denver Property beyond the use of the Licensed Area as permitted in this License Agreement.

4. **ACCESS LAWFUL**. Licensee represents and agrees that all permits, approvals, and other governmental authorizations required by law to be obtained for the operation of the Private Facilities in the Licensed Area have been obtained and are current and, if any permits, approvals, and other governmental authorizations related to the Private Facilities are required in the future, Licensee 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, Licensee shall be solely responsible and liable for paying such.

5. **MAINTENANCE & REPAIR**. Licensee agrees and covenants to maintain and repair the Private Facilities, as necessary, to assure that the Private Facilities are functional and safe and to protect the Denver Property from erosion or other damage resulting from the use or operation of the Private Facilities and the Licensed Area. Prior to initiating any substantial maintenance or repair work on the ground on the Denver Property, Licensee agrees and promises to obtain from Denver the required permits or approvals allowing for such work to be performed

on the Denver Property and the Licensed Area and to strictly comply with the terms and conditions of said permits or approvals. In case of an emergency, Licensee shall promptly notify the Denver Real Estate Division of the emergency repairs made and obtain the required permits or approvals for the work and any further work. Should Licensee fail to perform any necessary maintenance or repair to the Private Facilities and the Licensed Area 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 Licensee by whatever means available under law, including but not limited to the filing and foreclosure of liens against Licensee's Property.

6. **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 (Licensee's 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.

7. **REVOCATION AND RETAINED RIGHTS OF DENVER.** Denver 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**"). Upon revocation by Denver, Licensee shall be solely responsible and liable for complying with said notification of revocation, removing the Private Facilities and restoring, at Licensee's sole cost, the Licensed Area to a natural condition acceptable to Denver. Denver may give Licensee 30-days' notice of the revocation if such notice is not detrimental to Denver, as solely determined by Denver. Denver reserves the right to own and occupy the Licensed Area in any manner that does not unreasonably interfere with the exercise of the rights granted by this License.

8. **NO COST TO DENVER.** The exercise of the privileges granted by this License shall be without cost or expense to Denver.

9. **DAMAGE TO DENVER PROPERTY.** Licensee agrees and promises 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 Private Facilities shall be promptly repaired or replaced by Licensee to the satisfaction of the Director, or in lieu of such repair or replacement, Licensee agrees and promises, if so required by the Director and at the 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 Private Facilities. For failure or refusal by Licensee to substantially comply with this paragraph, Denver shall have the right to seek recovery of damages, costs, expenses, and reasonable attorney's fees from Licensee by whatever means available under law, including but not limited to the filing and foreclosure of liens against Licensee's Property.

10. **LIABILITY.** Licensee shall be responsible for (and hereby releases Denver, its officers, agents, and employees from and against) any and all loss of or damage to property, claims, injuries to or death of any person or persons, or other losses or liabilities, 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 Licensed Area 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 Licensee; provided, that Licensee 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. Any minimum insurance policies held by Licensee shall not be deemed to limit or define the obligations of Licensee under this License Agreement.

11. **CONVEYANCE, TRANSFER, OR ASSIGNMENT.** Licensee acknowledges and covenants that, should Licensee convey, transfer, or assign any right, title, or interest, in whole or part, to Licensee's Property to another person or entity in the future for the purpose, among other things, of using, occupying, maintaining or operating Licensee's Property, Licensee 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 "Licensee" in this License Agreement shall thereafter be read to mean any person or entity receiving or holding any right, title, or interest in Licensee's Property.

12. **GOVERNMENTAL IMMUNITY.** Nothing herein shall be construed as a waiver of any protections or immunities the Parties, or their respective officials, representatives, attorneys, or employees may have under the Colorado Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

13. **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:

Licensee: Denver Health and Hospital Authority
601 N. Broadway, Floor 6, MC1925
Denver, CO 80203
Attention: Controller

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

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

14. **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.

15. **APPLICABLE LAW; VENUE.** Each and every term, condition, or covenant of this License 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.

16. **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.

17. **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.

18. **NONDISCRIMINATION.** In connection with this License Agreement, 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 agree to insert the foregoing provision in all contracts and subcontracts hereunder.

19. **THIRD PARTY CONTRACTS.** Licensee has 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 Licensee contracts or has a contractual arrangement with respect to any work on or associated with the Licensed Area or with respect to any other aspects of the Licensed Area or its use.

20. **COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS.** Licensee 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 Licensed Area. Licensee, in conducting activity or work of any kind on the Licensed Area, 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.

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

22. **NO PERSONAL LIABILITY.** No elected official, director, officer, agent, or employee of Denver shall be charged personally or held contractually liable by or to Licensee 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.

23. **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.

24. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Licensee consents 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.

**[REMAINDER OF PAGE DELIBERATELY LEFT BLANK.
SIGNATURES BEGIN ON NEXT PAGE.]**

Contract Control Number:
Contractor Name:

FINAN-202684437-00
DENVER HEALTH AND HOSPITAL AUTHORITY

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-202684437-00
DENVER HEALTH AND HOSPITAL AUTHORITY

By: *Kris Gaw*
Kris Gaw (05/01/2026 12:01:37 MDT)

Name: **Kris Gaw**
(please print)
Title: Chief Operating Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

“LAND DESCRIPTION”

A PARCEL OF LAND BEING A PORTION OF W. 11TH AVE, VACATED BY ORDINANCE 1015, SERIES 2001, ALSO LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE 20' RANGE LINE LOCATED ON FEDERAL BLVD. MONUMENTED AT THE NORTH END AT THE INTERSECTION OF SAID FEDERAL BLVD. AND VACATED W. 12TH AVE., BY A FOUND ILLEGIBLE 3.25" BRASS CAP IN RANGE BOX, DOWN 0.6' AND MONUMENTED AT THE SOUTH END AT THE INTERSECTION OF SAID FEDERAL BLVD. AND VACATED W. 11TH AVE., BY A FOUND 3.25" ALUMINUM CAP IN RANGE BOX, DOWN 0.6', MARKED "RANGE POINT PLS 35586". SAID LINE ASSUMED TO BEAR S00°06'43"E.

COMMENCING AT SAID FOUND 3.25" ALUMINUM CAP IN RANGE BOX AT INTERSECTION OF SAID FEDERAL BLVD. AND VACATED W. 11TH AVE, THENCE S86°36'00"E, A DISTANCE OF 454.25 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTH HALF OF W. 11TH AVE, VACATED BY ORDINANCE 1015, SERIES 2001, AND THE POINT OF BEGINNING;

THENCE, S89°52'53"E, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID VACATING ORDINANCE 1015, SERIES 2001, A DISTANCE OF 33.97 FEET;

THENCE, N00°10'30"E, A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF SAID VACATING ORDINANCE 1015, SERIES 2001;

THENCE, S89°52'53"E ALONG SAID NORTH LINE, A DISTANCE OF 12.76 FEET;

THENCE, S00°07'07"W, A DISTANCE OF 40.19 FEET;

THENCE, N89°52'53"W, PARALLEL TO THE NORTH LINE OF SAID VACATING ORDINANCE 1015, SERIES 2001, A DISTANCE OF 14.51 FEET;

THENCE, N72°20'32"W, A DISTANCE OF 33.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 695.41 SQUARE FEET OR 0.016 ACRE, MORE OR LESS.

HCL Engineering & Surveying, LLC
5975 S Quebec St, Suite 200
Centennial, CO 80111

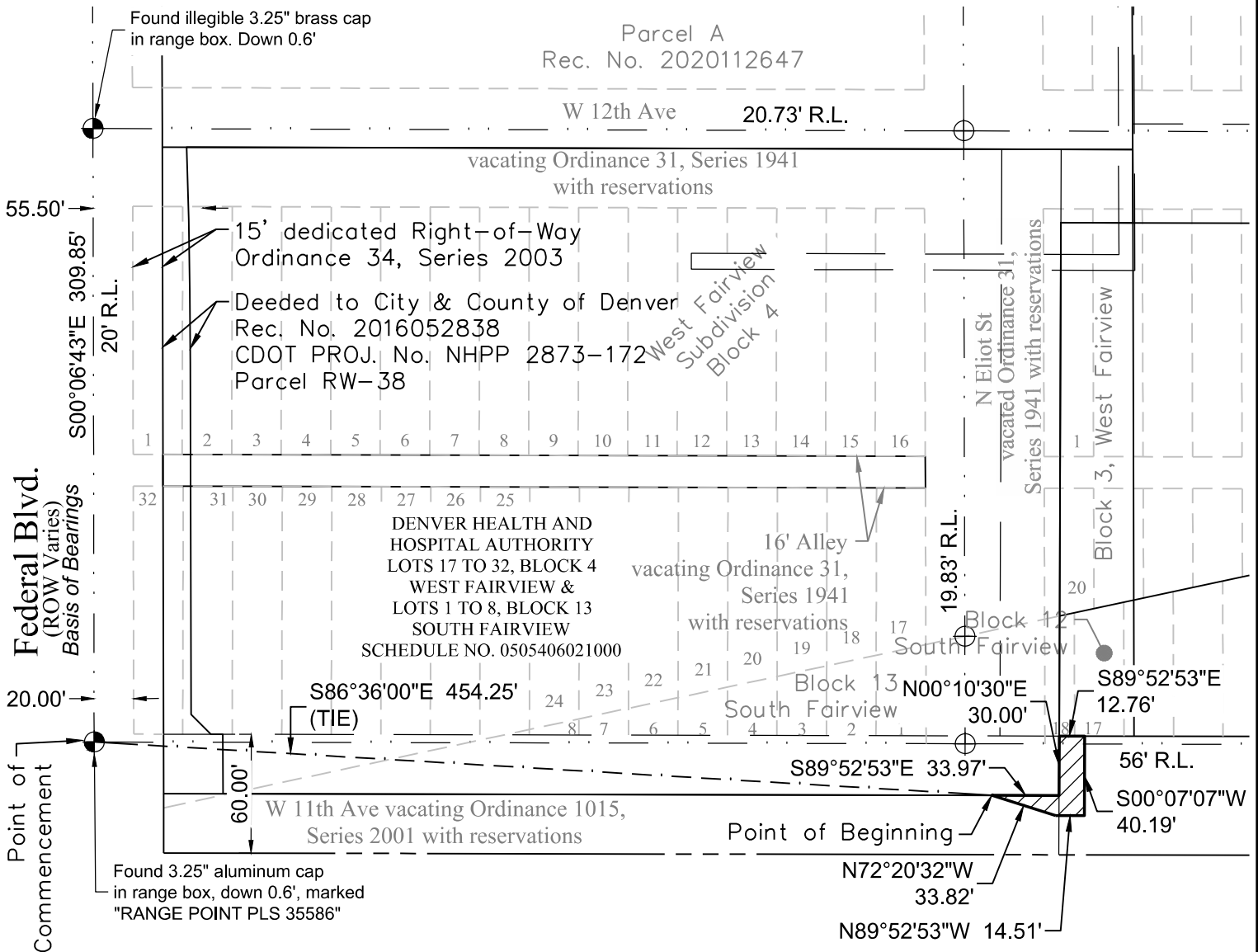


JON SPIRK,
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 38351, STATE OF COLORADO
FOR AND ON-BEHALF OF HCL ENGINEERING AND SURVEYING, LLC







EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

West Fairview Subdivision, Located in the Northeast Quarter of Section 5,
Township 4 South, Range 68 West of the 6th Principal Meridian,
City and County of Denver, State of Colorado

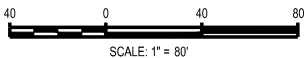
2024-PROJMSTR-0000466-AGR



LEGEND

-  Parcel line
-  Ordinance
-  Range Line
-  Parcel Hatch
-  Range Point Found
-  Range Point Calculated

Note: This exhibit does not represent a monumented land survey, nor does it represent a title survey by this surveyor, it is intended only to depict the attached description.



HCL ENGINEERING & SURVEYING, L.L.C.
5975 S. QUEBEC ST., SUITE 200
CENTENNIAL, CO 80111
PHONE: 303.773.1605
FAX: 303.773.3297
WWW.HCLENGINEERING.COM

EXHIBIT

DHHA Westside Clinic
1100 N Federal Blvd
Denver, CO 80204

Job Number:	230054	Drawn By:	DKD
Date:	02-23-2026	Checked By:	JNS

SHEET
3
OF
3