

AMENDATORY REVOCABLE LICENSE AGREEMENT

This **AMENDATORY REVOCABLE LICENSE AGREEMENT** is granted by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) to **EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT**, acting by and through its **WATER ACTIVITY ENTERPRISE**, established and operated in accordance with Section 34-45.1-101 et seq., C.R.S., (the “Enterprise” or “Licensee”) (jointly “the Parties”).

RECITALS:

A. The Parties entered into a License Agreement dated October 30, 2020, (the “License”) to allow use of the premises as set forth on Exhibit A, Allowable Use, to the City’s satisfaction.

B. The Parties wish to amend the License Agreement to extend the term, update paragraph 12-Notices, update paragraph 16-Nondiscrimination, add paragraph 24-Compliance with Denver Wage Laws, update allowable use exhibit and update the description of the premises exhibit.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 1 of the Agreement entitled “**Grant, Term, and Scope of Work.**” is hereby deleted in its entirety and replaced with:

“**1. Grant, Term, and Scope of Work.** The City grants solely to the Licensee, for a term commencing on **October 1, 2020**, until **September 30, 2030**, subject to the conditions and terms in this License, a non-exclusive revocable license for the Allowable Use more specifically described in **Exhibit A**, attached and incorporated by this reference (the “Allowable Use”). The land to which this License applies is that area of land described and set forth in **Exhibit B**, attached and incorporated by this reference (the “Premises”).”

2. Section 12 of the License entitled “**Notices.**” is hereby deleted in its entirety and replaced with:

“**12. Notices.** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid:

Licensee: District Manager
East Cherry Creek Valley Water & Sanitation District Water Activity Enterprise
6201 S. Gun Club Rd.
Aurora, Colorado 80016

Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, Colorado 80237
Attn: Tamara K. Seaver

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

Executive Director of Department of Public Health & Environment or Designee
City and County of Denver
201 W. Colfax Avenue, 8th Floor
Denver, Colorado 80202

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.”

3. Section 16 of the Agreement entitled “**Nondiscrimination.**” is hereby deleted in its entirety and replaced with:

“**16. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Licensee may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Licensee shall insert the foregoing provision in all subcontracts.”

4. Section 24 of the Agreement entitled “**COMPLIANCE WITH DENVER LAWS**” is hereby added as follows:

“24. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the License provisions, the Licensee shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Licensee expressly acknowledges that the Licensee is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Licensee, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1, Allowable Use**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-1**.

6. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-1, Description of the Premises**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-1**.

7. As herein amended, the Agreement is affirmed and ratified in each and every particular.

8. This Amendatory Revocable License Agreement 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number:
Contractor Name:

ESEQD-202581124-01 / ENVHL-202055900-01
EAST CHERRY CREEK VALLEY WATER AND
SANITATION DISTRICT, ACTING BY AND
THROUGH ITS WATER ACTIVITY
ENTERPRISE, ESTABLISHED AND
OPERATED IN ACCORDANCE WITH SECTION
34-45.1-101 ET SEQ., C.R.S.

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: ESEQD-202581124-01 / ENVHL-202055900-01
Contractor Name: EAST CHERRY CREEK VALLEY WATER AND
SANITATION DISTRICT, ACTING BY AND
THROUGH ITS WATER ACTIVITY
ENTERPRISE, ESTABLISHED AND
OPERATED IN ACCORDANCE WITH SECTION
34-45.1-101 ET SEQ., C.R.S.

By: 
DocuSigned by:
1090C663542843B...

Name: DAVID KAUNISTO
(please print)

Title: District Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-1
Allowable Use

ECCV may place a pole-mounted solar panel, which is approximately 10 feet tall and 3 feet by 5 feet wide, on the City-owned DADS property to supply solar-powered energy to the ECCV rectifier located within the panel below the solar panel. This panel will be used only to supply power to provide impressed current cathodic protection to the ECCV water line located approximately 25 feet north of the DADS property boundary. An underground cable runs from the solar panel to the rectifier, approximately 18" deep.

EXHIBIT B-1, Description of Premises.

[SEE ATTACHED]

AUGUST 22, 2025

NOTE:
ALL LOCATIONS AND
DISTANCES ARE ESTIMATED

ZONE	REV	DESCRIPTION	DATE	APPROVED

D

D

C

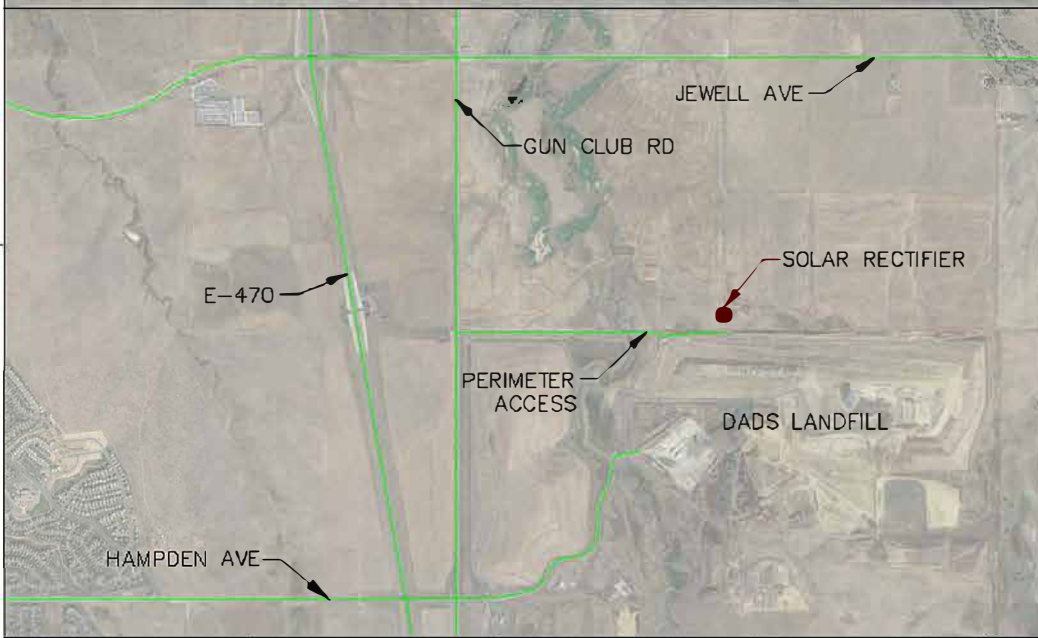
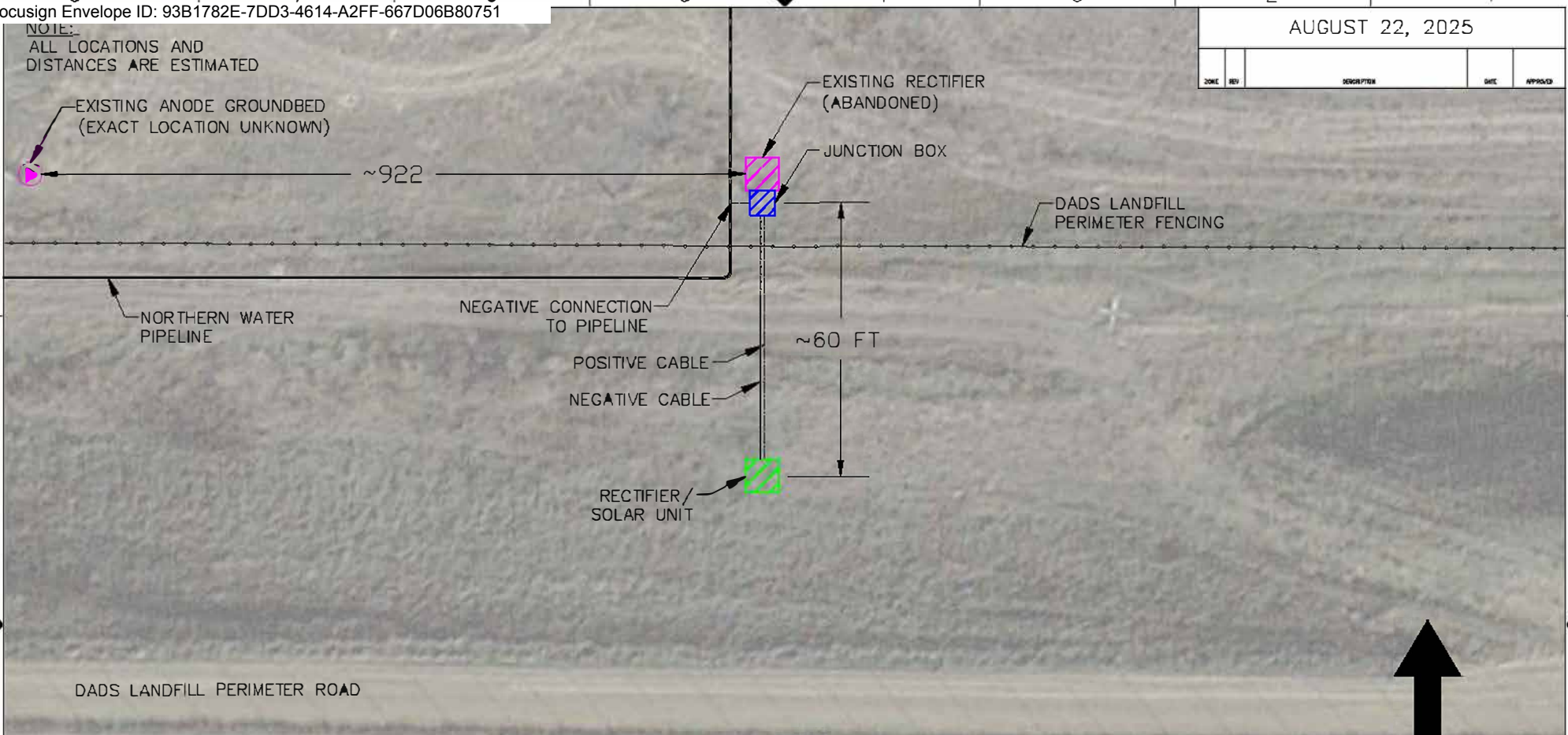
C

B

B

A

A



EXISTING/ABANDONED RECTIFIER LAT/LONG:
39.667557°N, -104.697509°W

NEW SOLAR PANEL UNIT LAT/LONG:
39.667387°N, -104.697528°W

QUALCORR
ENGINEERING
DENVER, CO

SOLAR CP UNIT

DADS LANDFILL
AURORA, CO

REV	DESCRIPTION	DATE	BY
1			
0			