

## REVOCABLE LICENSE

(Vacant Lot located at 4400 North Pearl Street, Denver, Colorado)

**THIS LICENSE** (“**License**”) is granted by the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (“**City**”) to **COLORADO VILLAGE COLLABORATIVE**, a Colorado non-profit corporation, whose address is 1373 Grant Street, Denver, Colorado 80203 (“**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 City agree as follows:

**1. Grant, Term, and Scope of Work.** The City grants to the Licensee, its contractors, subcontractors, agents and invitees, shall commence as of the Effective Date of this Revocable License Agreement and shall be in effect for twelve (12) months with two (2) additional twelve (12) month extensions exercisable only by the City , subject to the conditions and terms in this License, an 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 includes only the portion of the land described and set forth in **Exhibit B**, attached and incorporated by this reference (the “**Premises**”). The parties acknowledge and agree that the Licensee is in the process of obtaining a formal survey (“**Survey**”) of the Premises and will provide the legal boundary of the Premises within 10 days of the mutual execution hereof. The parties further acknowledge and agree that the depiction attached as Exhibit B is an approximation of the premise boundary only, and shall not be used to define the legal boundary of the Premises. Upon completion, the Survey shall be substituted for Exhibit B and the parties acknowledge and agree that the Survey delivered to the City by the Licensee shall automatically replace the depiction on Exhibit B and become the legal description of the Premises.

**2. Fee.** Licensee agrees to pay the City a fee of \$10.00 (the “**License Fee**”), payable concurrently with the execution of the License by Licensee. All payments hereunder shall be delivered to:

City and County of Denver  
Department of Finance - Administration  
201 W. Colfax Avenue, Department 1010  
Denver, CO 80202  
Re: Vacant Lot License Agreement/ Tiny Home Village

**3. Revocation and Retained Rights of City.** The City, in its sole discretion, retains the absolute right to revoke the License for any reason, provided, however, City shall deliver to Licensee Notice (hereinafter defined) and Licensee shall have 60 days from receipt there form to vacate the Premises as provided for in this Agreement. Revocation shall be in writing signed by the Director of Real Estate (the “**Director**”). The City reserves the right to use and occupy the Premises in any manner that does not unreasonably interfere with the exercise of the rights granted by this License.

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

a. Use. The Allowable Use shall be for the use of a tiny home village with no more than twenty-one (21) structures on site, as set forth on **Exhibit A** and no other purpose; expressly excluding any outdoor camping or continued occupancy outside of a tiny home structure.

b. Other Permits. Prior to commencement date of the License, Licensee shall obtain all necessary federal, state, and local permits and licenses 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.

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.

d. Nuisance / Loitering. Licensee shall not commit or suffer to be committed any waste or damage upon the Premises or any nuisance to be created or maintained thereon, including any loitering at the Premises. The terms "nuisance" and "loitering" shall have such meanings as ascribed to them in the City's Revised Municipal Code.

e. Background Checks. To the extent permitted by law, Licensee shall perform background checks, including criminal background checks to screen for sex offenders or potentially dangerous individuals, on each prospective occupant of a tiny home.

f. Fences. Licensee, at its sole cost and expense, shall install fences on the Premises at certain locations as either designated or approved by the City and in accordance with the City's requirements and standards ("**Fences**").

**5. 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 required by the Director. The provisions of Section 10 shall apply to any damages to the Premises.

**6. Entry By City.** Licensee shall permit representatives of the City to enter upon the Premises after receiving twenty-four (24) hour prior notice from the City to inspect the same, except in the case of City provided emergency services, the City may enter upon the Premises without any prior notice.

**7. Bi-Annual Check-In.** To foster communication between the parties, Licensee and a representative from the City shall meet on a bi-annual basis to ensure compliance with the terms of this License. In addition, on a bi-annual basis, a representative from the City shall attend a public meeting upon request by Licensee.

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

**9. Maintenance.** The Licensee, at its sole cost and expense, shall be responsible for snow removal at the Premises. In addition to the foregoing, the Licensee, at its sole cost and expense, shall be responsible for maintaining the Premises during the term of this License and shall keep the Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, volunteers, officers, agents, invitees and visitors.

**10. 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 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.

**11. 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.

**12. Required Insurance.** Licensee shall obtain and maintain throughout the term of this Agreement "all risk" insurance on and for the full cost of replacement of all of Licensee's property and betterments on the Premises, including, without limitation all improvements, fixtures and personal property. Licensee shall obtain and maintain throughout the term of this Agreement a comprehensive general liability policy, including protection against death, personal injury and property damage, issued by an insurance company qualified to do business in the State of Colorado, reasonably acceptable to City, with a single limit of not less than One Million and No/100 Dollars (\$1,000,000.00). All such policies shall name City as an additional insured and loss payee. Each such policy shall provide that the same may not be cancelled or modified without at least thirty (30) days' prior written notice to City. Licensee shall deliver from time to time certificates evidencing that such insurance is in force and effect. The limits of said insurance shall not, under any circumstances, limit the liability of Licensee hereunder. Licensee shall provide City with written evidence of general liability insurance (Certificate of Insurance) upon execution of this Agreement naming the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured which shall be attached hereto as Exhibit C.

**13. DEFENSE AND INDEMNIFICATION.**

a. Licensee hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this License (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Licensee or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Licensee’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Licensee’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Licensee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Licensee under the terms of this indemnification obligation. The Licensee shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this License.

**14. 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: Colorado Village Collaborative  
1373 Grant Street  
Denver, Colorado 80203

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.

**15. Licensee Emergency Contact.** Licensee hereby designates Cole Chandler who shall be available 24/7 to receive any calls from the City with respect to any emergencies or urgent concerns that may arise under this License. Licensee may designate in writing from time to time the substitute or additional person to receive such calls from the City.

**16. 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.

**17. 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.

**18. 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.

**19. Nondiscrimination.** In connection with the performance of Work 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.

**20. 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 Agreement in writing.

**21. 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.

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

**23. 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.

**24. 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.

**25. 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.

**26. Electronic Signatures and Electronic Records.** Licensee consents to the use of electronic signatures by the City. The Agreement, 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 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 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.

**Exhibit A – Allowable Use**

**Exhibit B – Description of the Premises**

**Exhibit C – Certificate of Insurance**

[The remainder of this page left intentionally blank]

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** FINAN-201947500-00

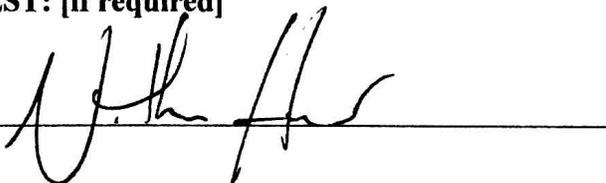
**Contractor Name:** Colorado Village Collaborative

By: 

Name: Cole Chandler  
(please print)

Title: Co-Director  
(please print)

**ATTEST: [if required]**

By: 

Name: Nathan Davis Hunt  
(please print)

Title: Board of Directors  
(please print)



## **Exhibit A**

**Allowable Use** shall be for the use of a tiny home village with not more than twenty-one (21) structures total comprised of twenty (20) sleeping units and one (1) general building, and for no other purpose.

**Exhibit B**  
**Premises Depiction**

**PEARL ST.**

**W. 44TH AVE.**

15  
14  
13  
12  
11  
10  
9  
8  
7  
6  
5  
4  
3  
2  
1

BLOCK 4 GARDEN PLACE

REC. NO.  
2009114585

REC. NO. 2010024679

**WASHINGTON ST.**

DEDICATING RESOLUTION 2008-0008

**BNSF RAILROAD**

GATE

VACATED

DIRT ROAD

TOE OF SLOPE

POWER POLE

POWER POLE

POWER POLE

UNDERGROUND  
STRUCTURE

MANHOLE

MANHOLE

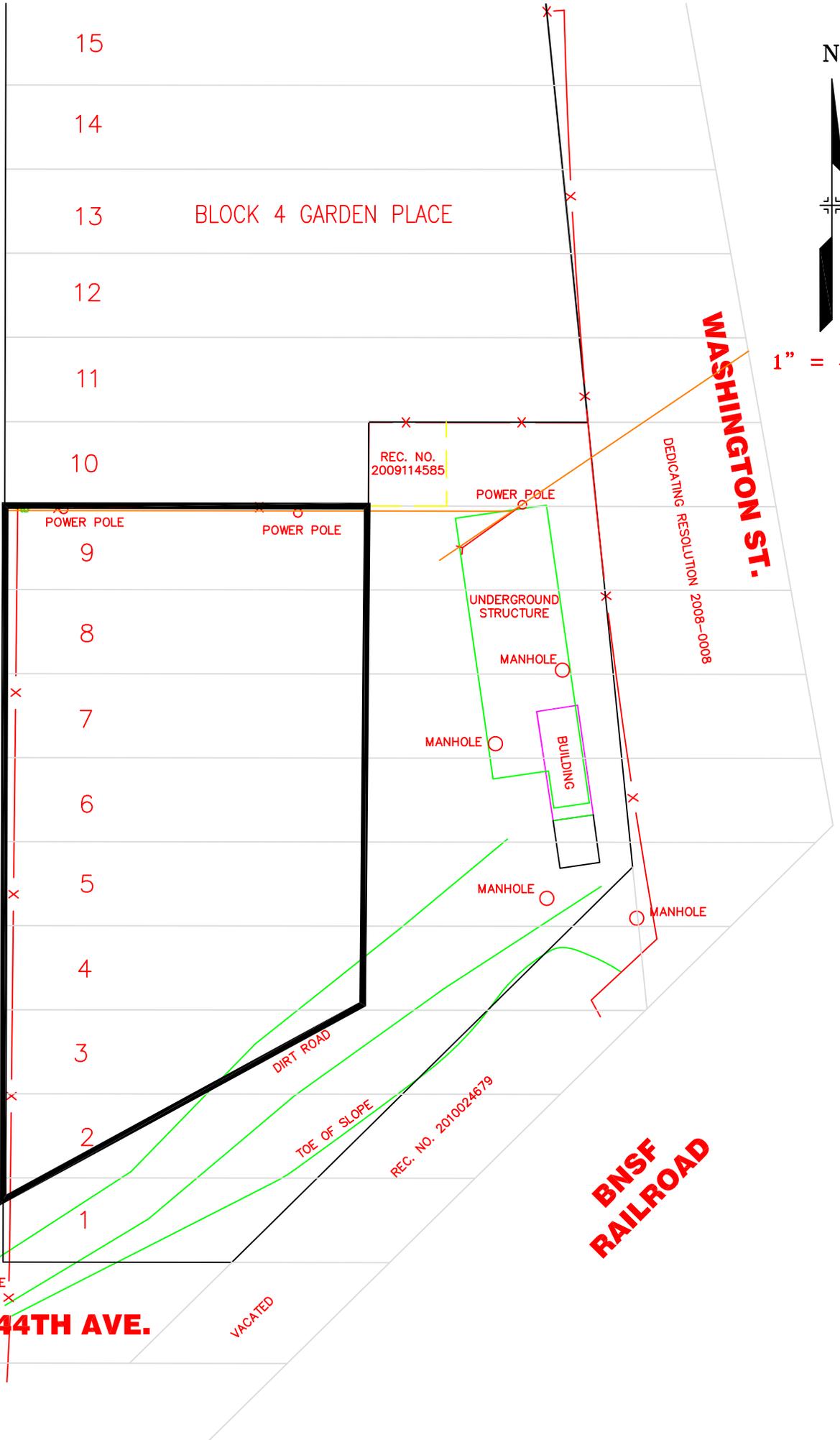
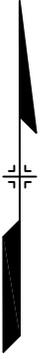
BUILDING

MANHOLE

MANHOLE

1" = 40'

N



**Exhibit C**  
**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>AMERICAN CHURCH GROUP OF CO</b> <b>2169 N Academy Blvd</b> <b>Colorado Springs, CO 80909</b>		<b>CONTACT NAME: Jack Borrett</b> <b>PHONE (A/C. No. Ext): (800)848-8686</b> <b>E-MAIL ADDRESS: kdaulton@americanchurchgroup.com</b> <b>FAX (A/C. No): (800)355-8795</b>	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
<b>INSURED</b> <b>COLORADO VILLAGE COLLABORATIVE</b>  <b>1373 Grant St</b> <b>DENVER, CO 80203</b>		<b>INSURER A : ADCO/SCOTTSDALE</b>  <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW 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 PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b>			CPS3066219	5/23/2018	5/23/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 3,000,000			
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRODUCTS - COMP/OP AGG	\$ 3,000,000			
	OTHER:							
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$
	<b>EXCESS LIAB</b>							\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					\$
	DED							\$
	RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE USE OF 4400 N PEARL ST, DENVER, CO 80216.**

**CERTIFICATE HOLDER****CANCELLATION**

**CITY & COUNTY OF DENVER**  
**201 W COLFAX AVE**  
**DENVER, CO 80202**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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