

REVOCABLE LICENSE FOR USE OF CITY PROPERTY

For The Benefit of Daniela F. Cusack and Mark E. Cusack

1. The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation ("City"), hereby grants to Daniela F. Cusack and Mark E. Cusack (collectively "Licensees") a revocable license ("License") to use the City property described and shown on **Exhibit A**, depicted on **Exhibit B**, with a graphic representation of the property on **Exhibit C**, collectively attached hereto and made a part hereof (hereinafter referred to as the "Licensed Property"). This License is solely for the purpose of accessing Licensees' respective adjacent properties that are surrounded by the City's Licensed Property, as shown and depicted in **Exhibits A, B, and C**. Licensees shall have the right to enter upon the Licensed Property for the purposes above, and no other purpose.

2. The term of this License shall be for twenty-five (25) years commencing July 1, 2016, through June 30, 2041, unless sooner revoked in writing by the Real Estate Services Manager, the Mayor or designee, authorized City or Colorado Springs Utilities' designee, or as otherwise provided in this License. The City understands that Licensees' respective properties are "land-locked" and surrounded by the City's Licensed Property. If the City revokes this License, it shall, prior to any such revocation, provide Licensees with a successor license granting another method of reasonable access to Licensees' respective properties. At the end of each twenty-five year license term, this License, or successor license, as the case may be, shall automatically begin a new twenty-five year revocable license term under the same provisions set forth herein. No party shall be required to take affirmative steps or action to create a new revocable license period at the end of each term.

3. This License is given subject to all easements or other encumbrances upon the Licensed Property. The City shall retain the right to make full use of the Licensed Property, including but not limited to use of such Licensed Property for any utility lines, drainage, or otherwise, except for such use as might unreasonably endanger or interfere with the rights of Licensees in accessing their respective, adjacent properties. The City retains the right to enter upon the Licensed Property at any time and to service all utilities or other City facilities located in or thereon, and the right to utilize the Licensed Property for City purposes. Licensees will not injure or interfere with, now or in the future, any of the City's existing or future facilities or other license or easement rights. All costs in connection with either Licensee's activities are at its sole cost and expense of the Licensee causing or creating such expense.

4. By accepting this License, Licensees expressly agree for themselves, their successors and assigns, that they will not interfere in any way with the City's primary purpose and use of the Licensed Property. Each and every one of the benefits and burdens of this License shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

5. Licensees shall not commit any nuisance or cause any waste on the Licensed Property. Licensees shall not annoy, disturb, or be offensive to anyone on the Licensed Property. Licensees shall repair or reimburse the City for the reasonable cost of repair for any physical damage to the Licensed Property or any utilities, structure, apparatus, or appurtenances on the Licensed Property done by or resulting from actions, omissions or operations of Licensees, their successors, heirs and assigns, employees, contractors, or representatives to the Licensed Property and/or any of the City's existing or future facilities or improvements, whether within or outside of the Licensed Property. Such reimbursement shall be made by the party causing the damage.

6. Licensees shall maintain the Licensed Property in a clean and neat condition at all times, including removal of garbage, pet refuse, and other debris. Licensees shall not restrict the City's access or

use of the Licensed Property in any manner whatsoever. Licensees shall not construct any fence, facility, structure, apparatus, and appurtenances on the Licensed Property without written consent from the City.

7. Licensees shall have the right to assign or otherwise transfer this License or any right or obligation hereunder to their heirs, successors, and assigns without the prior written consent of the City.

8. It is the intent of the parties that this License shall be deemed to run with the Licensed Property.

9. This License is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado. Licensees shall insure that they and their Licensee's employees, agents, and officers are familiar with, and comply with, applicable Federal, State, and local laws and regulations as now written or hereafter amended.

10. The City hereby expressly disclaims any warranty of title with respect to the Licensed Property. Licensees are relying on their own investigations as to the adequacy of the Licensed Property described herein for its use under this License. Without limiting the foregoing, the grant of rights set forth herein are subject to all easements, restrictions, reservations, and rights of way of record. The City further disclaims any warranty with respect to the physical condition of the Licensed Property described herein, including, without limitations, the fitness of such Licensed Property for any particular purpose and/or the condition of the soils contained therein. Licensees acknowledge that they are accepting their right to use the Licensed Property described herein on an as-is, where-is, and with all faults basis.

11. Licensees agree that they shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Licensee's intentional or negligent conduct in the use of the Licensed Property.

12. The parties acknowledge and agree that this License is in the nature of a license as defined in the Colorado Springs, Colorado, City Charter for the use of City Licensed Property. As such, this License is expressly subject to section 10-100 of the Charter of the City of Colorado Springs, and is expressly revocable by the City Council at any time; provided that, upon any such revocation the City shall, in accordance with the terms of Paragraph 2 above, provide to Licensees reasonable alternative access to their respective properties.

13. This License is further subject to section 10-60 of the Charter, which limits the term of this License to 25 years.

14. Nothing in this License shall be interpreted to limit or prevent the protections afforded to the City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

15. Any notices required under this License shall be sent to the parties by United States Certified Mail, return receipt requested, to the persons and addresses below.

For the City:

For the Licensees:

Colorado Springs Utilities	Daniela F. Cusack	Mark E. Cusack
Attn.: Engineering Support	102 Wilson Place	242 N. Guadalupe
111 S. Cascade Avenue	Santa Monica, California 90405	San Marcos, Texas 78666
Colorado Springs, CO 80903		
Telephone: 719.668.4667	Telephone:	Telephone: 512-392-7700

Facsimile:	Facsimile:	Facsimile:
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16. This License represents the entire agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument, unless stated in writing signed by the City and Licensees.

Executed by Colorado Springs Utilities:

By: _____
(print name)

By: _____
(sign name)

(position with CSU)

Date: _____

STATE OF COLORADO)
)ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____ 2016, by _____.

Witness my hand and official seal

My commission expires: _____

Notary Public

Approved as to form:

City Attorney's Office

Date: _____