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REVISED REVOCABLE LICENSE FOR USE OF CITY PROPERTY

For The Benefit of Daniel and Kate Thomas
120 North 34th Street, Colorado Springs, CO 80904
El Paso County tax schedule number 74033-14-040

This Revised Revocable License is made between the City of Colorado Springs, Colorado, a home rule City and Colorado municipal corporation ("City"), and Daniel Thomas and Kate Thomas ("Licensee") for use of City-owned property.

WHEREAS, a Revocable License for Use of City Property between the City and Daniel and Kate Thomas was recorded June 28, 2021 at Reception No. 221124191; and

WHEREAS, it was discovered that the area of use upon the City property of the original Revocable License was not correct; and

WHEREAS, it is the intent of the City and Licensee to reestablish the Revocable License with the correct location and square footage and to set forth maintenance responsibilities for the timber wall and vegetation within the Property as defined below; and

NOW THEREFORE, the City and Licensee agree as follows:

1. The Revocable License recorded June 28, 2021 at Reception No. 221124191 is hereby revoked.
2. The City hereby grants to Licensee a revocable license ("License") to use a 1673-square foot portion of the City-owned property known as El Paso County tax schedule number 74033-12-012 described on **Exhibit A** and depicted on **Exhibit B**, attached hereto and made a part hereof (the "Property"). This revocable license is solely for the purpose of an access driveway, timber wall and vegetation for the benefit of 120 North 34th Street, also known by El Paso County tax schedule number 74033-14-040 ("Licensee Property"). Licensee and City may be referred to collectively as the "Parties" or singularly as a "Party."
3. This Revocable License is for the benefit of 120 North 34th Street, aka as 74011-14-040, including the existing two-story dwelling built in 1979 (according to the records the El Paso County Assessor). If the property is subdivided in the future, the access through the City-owned property will remain with the existing dwelling, and shall not transfer to or include a second lot.
4. The term of this Revocable License shall be for twenty-five (25) years commencing October 12, 2021 through October 11, 2046, unless sooner terminated as permitted under the terms of this License.

5. This document shall be recorded in the records of El Paso County. Recording shall be at the Licensee's expense.
6. This License is given subject to all easements or other encumbrances upon the Property. The City retains the right to enter upon the Property at any time and to service all utilities or other City facilities located in or thereon. Licensee 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. Licensee shall not prevent the City from accessing the Property. All costs in connection with Licensee's activities are at Licensee's sole cost and expense.
7. The City has no obligation to maintain the Property or ensure that the Property is navigable. The Licensee shall maintain the Property in a clean and neat condition at all times, including removal of snow, weeds, garbage, or animal refuse, and cutting of grass. Licensee shall not fence the Property or construct other structures upon the Property without prior written consent of the City. Licensee shall maintain the timber wall and all vegetation within the Property, including replacing rotted timbers, and trimming bushes when needed.
8. Licensee covenants and agrees that:
 - A. No noxious or offensive activity shall be carried on upon the Property nor shall anything be done or kept on the Property which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby property.
 - B. No signs or advertising devices of any nature shall be erected or maintained by or on behalf of Licensee on the Property.
 - C. No refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts, or waste shall be kept, stored or allowed to accumulate on the Property; no storage of abandoned vehicles shall be permitted on the Property.
9. Upon termination of this License, the Licensee shall remove all of Licensee's property, facilities, and appurtenances from the Property and restore the Property to the condition prior to issuance of this License, all to the satisfaction of the City and at Licensee's sole expense.
10. The Licensee shall not assign, sublet or otherwise transfer this License or any right or obligation hereunder without the prior written consent of the City.
11. 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 be exclusively in the Colorado District Court for El Paso County, Colorado. The Licensee shall ensure that the Licensee and the Licensee's employees, agents, representatives, invitees, and officers are familiar with and comply with the terms of this License as now written or hereafter amended. This License is subject to section 10-60 of the City Charter, which limits the right to use City property to no longer than 25 years and is expressly revocable by the City at any time.
12. Licensee agrees that the Licensee 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 obligations or actions under this License. Licensee shall maintain liability insurance covering the Property in a form and amount set forth in City Code Section 4.3.103

(\$1,000,000). Licensee shall provide evidence of such insurance to the City within ten (10) days of any such request by the City.

13. Except as otherwise specified herein, should Licensee at any time be in default hereunder with respect to any covenant contained herein, the City shall give written notice to Licensee identifying the default and Licensee shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such written notice, then the City may terminate this License.
14. All notices provided pursuant to this agreement shall be delivered to the following individuals and the following individuals shall serve as the respective points of contact for all matters related to the transactions contemplated herein, unless and until a party has communicated to the other party that a different individual shall serve as that party's point of contact:

For the City:

For the Licensee:

Jacob Butterfield, Construction Project Manager	Daniel and Kate Thomas
City of Colorado Springs	120 North 34 th Street
Department of Parks, Recreation and Cultural Services	Colorado Springs, CO 80904
1401 Recreation Way	719-200-3965
Colorado Springs, CO 80905	
719-385-6523	
With a copy to:	
Darlene Kennedy, Real Estate Services Manager	
30 South Nevada Avenue, Suite 502	
Colorado Springs, CO 80903	
Telephone: 719-385-5605	

15. The Licensee shall pay any taxes assessed upon the Property as a result of the Licensee's use or occupation of the Property pursuant to any law as may be instituted or amended in the future.
16. No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the Parties in the same manner as the execution of this agreement. This agreement, including attached exhibits and future amendments, constitutes the entire understanding and agreement of the Parties and supersedes any prior written or oral agreement pertaining to the subject matter of this agreement.
17. It is specifically agreed between the City and Licensee that this agreement is not intended by any of its terms, provisions, or conditions to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this agreement.

OLIVER E. WATTS PE-LS

OLIVER E. WATTS, CONSULTING ENGINEER, INC.
CIVIL ENGINEERING AND SURVEYING
614 ELKTON DRIVE
COLORADO SPRINGS, COLORADO 80907
(719) 593-0173
FAX (719) 265-9660
CELL (719) 964-0733
olliewatts@aol.com

Celebrating over 42 years in business

LEGAL DESCRIPTION

DATE: September 14, 2021

JOB NO.: 19-5394

CLIENT: Dan Thomas

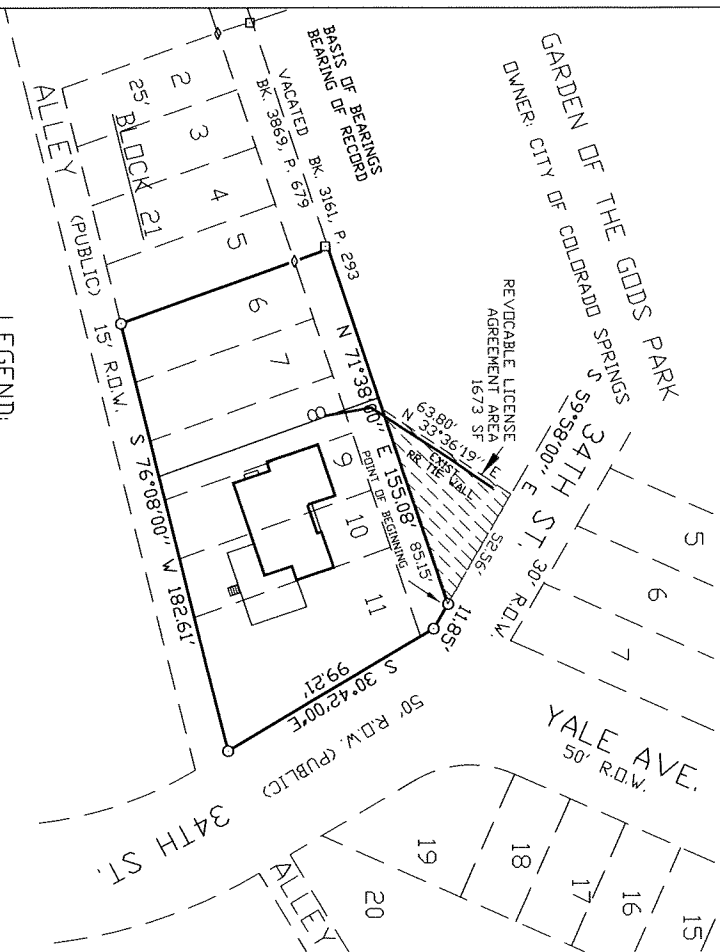
PURPOSE: Revocable License Area

Bearings are based on the record bearing of $N71^{\circ}38'00''E$ for the North line of the South Half of Vacated Princeton Avenue, as described in Book 3869 at Page 679, monumented at ground level by a #98523 yellow cap on the East end and a one-half inch iron pipe on the West end as shown on the attached sketch.

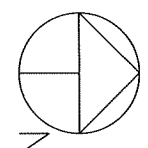
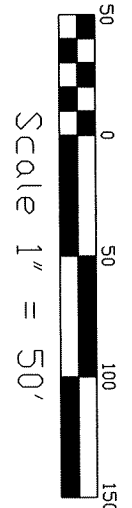
That portion of the Garden of the Gods Park adjacent to the Southerly half of vacated Princeton Avenue described in Book 3869 at Page 679, described as follows: Beginning at the Northeasterly corner of said South half of vacated Princeton Avenue; Thence $N\ 571^{\circ}38'00''\ W$ along the North line thereof 85.15'; Thence $N33^{\circ}36'19''E$, 63.80'; Thence $S59^{\circ}58'00''E$ along the southwesterly right of way line of 34th Street, 52.56' to the Point of Beginning, and contain 1673 Square Feet (0.038 Acre).

Oliver E. Watts Colo. PE-LS no. 9853
For and on behalf of Oliver E. Watts, Consulting Engineer, Inc.

Date



- LEGEND:**
- SET YELLOW #9853 CAP ON #4 REBAR
 - FOUND 1/2" IRON PIPE
 - ◇ FOUND #5 REBAR



LEGAL DESCRIPTION
 DATE: September 10, 2021
 JOB NO: 19-5394
 CLIENT: Dan Thomas
 PURPOSE: Revocable License Area

Bearings are based on the record bearing of N71°38'00"E for the North line of the South Half of Vacated Princeton Avenue, as described in Book 3869 at Page 679, monumented at ground level by a #98523 yellow cap on the East end and a one-half inch iron pipe on the West end as shown on the attached sketch.

That portion of the Garden of the Gods Park adjacent to the southerly half of vacated Princeton Avenue described in Book 3869 at Page 679, described as follows: Beginning at the Northeasterly corner of said South half of vacated Princeton Avenue; Thence N 571°38'00" W along the North line thereof 8515'; Thence N33°36'19"E, 6380'; Thence S59°58'00"E along the southwesterly right of way line of 34th Street, 52556' to the Point of Beginning; and contain 1673 Square Feet (0.038 Acre).

Drawn by: Deliver E. Watts Date: 9-9-21
 Job No: 19-5394-11
 Surveyed by: Deliver E. Watts Thru: 10-14-20

DRAWN BY: <u>DELIVER E. WATTS</u> DATE: <u>9-9-21</u> DWG. NO.: <u>19-5394-11</u> SURVEYED BY: <u>DELIVER E. WATTS</u> THRU: <u>10-14-20</u>	REVISIONS 	DELIVER E. WATTS CONSULTING ENGINEER COLORADO SPRINGS	PRODUCT THOMAS FAMILY SUBDIVISION 120 N. 34TH STREET COLORADO SPRINGS	SHT. NAME EASEMENT SKETCH	SHT. NO.
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Exhibit B