

## TRYBA ARCHITECTS

1620 Logan Street  
Denver Colorado 80203  
303:831.4010

20 January 2017

Planning & Development Services  
City of Aurora  
15151 E. Alameda Parkway  
Aurora, Colorado

### Project Summary for 2201 North Ursula Street

Project summary for a minor amendment to the Site Development Plan for Fitzsimons Apartments Phase II-B, located at 2201 North Ursula Street, Aurora, Colorado, 80045.

The owner is requesting a Minor Amendment to the existing Site Development Plan on record with the City of Aurora. The project scope of work extends across an existing property line between the owner of 2201 North Ursula Street and the parcel to the west owned by the Fitzsimons Redevelopment Authority ("FRA"). The property owner of 2201 North Ursula and the FRA representative have reached an agreement for a temporary land lease which is outlined in the attached Revocable License Agreement.

Additionally, Tryba Architects has reached an agreement with the City of Aurora Planning and Development Services (W. David Barrett) to submit the scope of work outlined below as a Minor Amendment to the Site Development Plan for Fitzsimons Apartments Phase II-B (Reference attached email describing this agreement).

The scope of work includes new sidewalk, artificial turf, decomposed granite, plantings, fencing and irrigation that temporary occupies both parcels of land. Scope of work that will be solely on the Fitzsimons Apartments Phase II-B includes new site lighting and open steel trellis sun shades with foundations. We have re-submitted the entire package for reference, but have only made revisions to the following sheets:

Sheet 1 – Update Sheet Index to reflect additional sheets  
Sheet 2 – Added dog park scope to Site Plan  
Sheet 3 – Added dog park scope to utility plan. No utilities have been revised.  
Sheet 4 – Added note to reference sheet 14 for new grading additions.  
Sheet 9 – Added note to reference sheet 15 for landscape revisions.  
Sheet 12 – Added note to reference sheet 16 & 17 for revised Photometric information  
Sheet 14 – New Sheet for new grading scope work  
Sheet 15 – New Sheet for revised landscape scope of work  
Sheet 16 – New sheet for photometric of revised scope of work area.  
Sheet 17 – New sheet for added site lighting fixtures

Sincerely,



Steven Harris, AIA  
Project Architect, Tryba Architects

### Attachments

<<Revocable License Agreement between The Fitzsimons Redevelopment Authority and AIMCO 21 Fitzsimons, LLC., Email dated 11/22/16 between Tryba Architects and City of Aurora Planning and Development Services, Minor Amendment to Site Development Plan drawings>>

**REVOCABLE LICENSE AGREEMENT  
BETWEEN  
THE FITZSIMONS REDEVELOPMENT AUTHORITY  
AND  
AIMCO 21 FITZSIMONS, LLC**

Pursuant to the terms of this Revocable License Agreement (this "Agreement"), the Fitzsimons Redevelopment Authority (the "FRA") hereby grants to AIMCO 21 Fitzsimons, LLC (the "Licensee") the permission to access and use of a portion of land at the former Fitzsimons Army Medical Center in Aurora, Colorado, as shown on Exhibits "A" and "B" attached hereto (the "Premises"), for the purposes of constructing, operating and maintaining a temporary Dog Park for the 21 Fitzsimons Apartment Complex.

This Agreement is subject to the following terms and conditions:

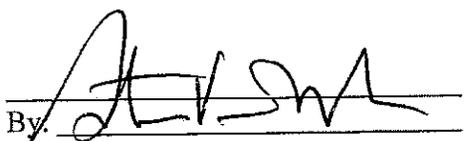
1. During the term of this Agreement, Licensee and its tenants, employees, agents and invitees (collectively, "Permitted Users") shall have the exclusive right to use the Premises for a Dog Park for the 21 Fitzsimons Apartment Complex.
2. The Initial Term of this Agreement shall be two years, beginning April 1, 2017 and ending March 30, 2019 (the "Initial Term"), unless terminated sooner or extended pursuant to the terms of this Agreement. After the Initial Term, this Agreement shall continue on a month-to-month basis until terminated by either party as provided in Section 4.
3. As consideration for the use of the Premises, Licensee agrees to pay to the FRA a fee (the "License Fee") of \$500 for the lot, for a total of \$500 per month, without offset or deduction and without previous demand, in advance on the first day of each calendar month during the term of this Agreement. Licensee agrees to pay to the FRA a late payment penalty in the amount of ten percent (10%) of the amount due if Licensee fails to pay such amount when due, provided that no such late penalty shall be due in the event payment of such amount is made by Licensee within five (5) business days of its due date. Payment of the License Fee shall be made at the address for the FRA set forth in Section 17.
4. This Agreement may be terminated, in whole or in part, by either party upon thirty (90) days written notice.
5. Licensee will be responsible for assuring only Permitted Users access the Premises. If any Permitted Users access other property owned or controlled by the FRA near or around the Premises with their dog, Licensee is solely responsible for cleaning of these areas of feces, trash and debris, and the FRA hereby grants Licensee a revocable permit to access those areas for purposes of the same. The FRA reserves the right to enforce these provisions as required.

6. Licensee will be responsible for maintenance of the Premises and the areas identified on Exhibits "A" and "B," including any fencing, installing rock or gravel, snow removal, trash removal, debris removal, and feces removal as required in keeping the Premises in a clean, safe, and sanitary condition.
7. Licensee shall not use any portion of the Premises for materials storage, except to the extent said materials are ancillary to the Premises' use as a Dog Park, equipment staging, or parking, unless authorized in writing by the FRA.
8. Except as set forth on the site plan attached as Exhibits "A" and "B," Licensee shall not erect any signage or fencing or make other alterations to or on the Premises without written approval of FRA, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The use, occupation, ingress and egress of the Premises, to the extent not otherwise provided by this Agreement, shall be subject to the approval of FRA. This Agreement does not convey any property interest in the Premises to the Licensee.
10. The rights of the Licensee under this Agreement shall be subject to the rights of the Colorado Science & Technology Park at Fitzsimons Metro District (the "Metro District"), or its affiliates under any development agreement between FRA and the Metro District.
11. Upon termination of this Agreement, the Licensee shall vacate the Premises and restore the Premises as required by the FRA and any City of Aurora Storm Water Management Plan. This includes cleanup and removal of all temporary rock/gravel or other surfaces, fencing, and all items constructed or installed on or in the ground, rough grading the lot and re-seeding, per City of Aurora and FRA specifications.
12. Licensee shall indemnify and hold harmless the FRA, the Metro District, its agents, officers, directors, and employees (collectively, the "FRA Indemnified Parties") from and against any loss, damage, injury, claim or cause of action (including the filing of mechanics' and materialmen's liens), including all reasonable expenses related thereto (including reasonable attorneys' fees), FRA may suffer or incur as a result of the Permitted User's use of the Premises or Licensee's breach of this Agreement, except to the extent caused by the FRA Indemnified Parties' negligence. Further, the Licensee shall provide a broad form general liability insurance policy with coverage limits of no less than \$1 million per occurrence, \$1 million aggregate for the Premises and shall list the FRA as an additional insured on such policy.
13. The Licensee acknowledges that it has inspected the Premises, knows its condition, and understands that use of the Premises is provided "as-is" without any representation or warranties whatsoever and without any obligation on the part of the FRA.

14. The Licensee shall comply with all applicable Federal, State, County, and municipal laws, ordinances and regulations wherein the Premises are located, including all City of Aurora storm water management requirements if required.
15. The Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise encumber all or any part of the Licensee's rights under this Agreement without the FRA's prior written consent.
16. Failure by Licensee to pay any amount due under this Agreement after ten (10) days of when due shall be a Default under this Agreement. If Licensee fails to perform any obligation under this Agreement, other than the obligation to pay any amount when due, FRA shall give Licensee written notice specifying such failure. Licensee shall then have ten (10) days to cure such condition. If the condition is not curable within the ten-day period, Licensee shall diligently pursue curing the condition and shall cure the condition within a reasonable time, which reasonable time shall in no event exceed sixty (60) days. If such condition remains uncured after such ten-day or other reasonable period, Licensee shall be in Default under this Agreement and the FRA may, at its option, (i) terminate this Agreement on a specified date, at which time this Agreement and all rights of Licensee hereunder will end without further notice or lapse of time, but Licensee will continue to be liable to FRA as provided in the Agreement; and/or (ii) cure the Default and recover any associated costs from Licensee; and/or (iii) keep this Agreement in force and hold Licensee liable for any damages incurred as a result of the Default; and/or (iv) pursue any and all other remedies available in law or equity.
17. Any notices required by this Agreement shall be addressed, if to the FRA, to the President and CEO, Fitzsimons Redevelopment Authority, 12635 E. Montview Blvd., Suite 100, Aurora, Colorado 80045, and if to the Licensee, to AIMCO 21 Fitzsimons, LLC, 4582 S. Ulster St., Suite 1100, Denver, Colorado 80237, or as may from time to time be otherwise directed by the parties in writing.

This Agreement is entered into this 21st day of February, 2017.

AIMCO 21 Fitzsimons, LLC,  
a Delaware limited liability company

By:   
Steve VanNurden  
President and CEO  
Fitzsimons Redevelopment Authority

Date: 2-21-17

Name:   
Title: Robert Loomis

Date: 2/29/17

**EXHIBITS "A" and "B"**

**Location of the Premises**





## Steve Harris

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**From:** Barrett, William <[wbarrett@auroragov.org](mailto:wbarrett@auroragov.org)>  
**Sent:** Tuesday, November 22, 2016 9:56 AM  
**To:** Steve Harris  
**Subject:** Dog Park  
**Attachments:** A649534.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Steve,

Find attached the site plan for the Fitzsimons Apartments Phase 2. I talked to Peter Kernkamp and we decided to bring this in as a minor amendment. There is not a site plan for the property in question, so we decided that we would add it on to the property that your client owns. That will save you a lot of time and money. Find attached that site plan. Please contact Peter Kernkamp 303-739-7132, or [pkernkam@auroragov.org](mailto:pkernkam@auroragov.org) or me.

Thank you,

W. David Barrett  
City of Aurora Planning and Development Services  
Sr. Planner II  
303-739-7133  
[wbarrett@auroragov.org](mailto:wbarrett@auroragov.org)