

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this 2nd day of February, 1981, between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, acting by and through its BOARD OF WATER COMMISSIONERS, herein referred to as "Board", and **the City of Littleton**

herein referred to as "Licensee" (whether grammatically singular or plural).

WITNESSETH That:

The term "Licensee" shall include employees, agents and contractors of Licensee.

The term "property" as used herein refers to real property and includes easements, rights-of-way and other Board interests in land and may some times be referred to herein as "Board property".

The Board, by these presents, without warranting title or interest, and subject to the covenants hereinafter set forth does hereby authorize the Licensee, its successors and assigns, to: **construct, utilize, maintain, repair, and replace a bridge and roadway within and across**

the Board's High Line Canal property at the location described in Exhibit "A", attached hereto and made a part hereof.

1. Any construction initiated under this License shall comply with and conform to standards formulated by the Board and such construction shall be performed and completed according to the plan and within the tolerances given on the Board's drawing(s) Dr. 68 No. 1204, a copy of which is attached hereto and made a part hereof.

2. The Licensee, at least fifteen (15) days prior to the proposed date for commencement of the work hereby authorized, shall submit to the Board for its approval a duplicate set of final detailed plans of the installation Licensee proposes to construct, utilize, modify, repair, replace or maintain hereunder. No construction will be permitted on the licensed premises until the Board has approved the plans therefor.

3. **The Licensee shall notify the Board at least three (3) days prior to commencement of the construction of, modifications or repairs to Licensee's installation, so that the Board may make such inspections as it deems necessary.** In the event of emergency repairs required for safety or restoration of service to utility customers, Licensee shall not be required to furnish notice prior to commencing said repairs, but shall notify the Board of the nature and extent of any such emergency work.

4. In granting this License, the Board reserves the right to make full use of the property involved as may be necessary or convenient in the operation of the water plant and system under the control of the Board and the Board retains all right to operate, maintain, install, repair, remove or relocate any of its facilities located within the Board's property at any time and in such a manner as it deems necessary or convenient. In the event Licensee's installations should interfere with the Board's use or operation of its property, at any time hereafter, the Licensee shall, upon request by the Board and at Licensee's sole expense, immediately relocate, rearrange or remove its installation so as not to interfere with any such Board use.

5. The Licensee shall complete its installation, clear the area of all construction debris and restore the area to its preexisting condition as nearly as may be possible within 120 days from the date of commencement of construction. In the event clearing and restoration of the area is not completed within the time specified, the Board may complete the work at the sole expense of the Licensee.

6. All Board roads and fencing which are disturbed by the construction of Licensee's installation shall, within the time prescribed in paragraph 5 hereof, be restored to a condition satisfactory to the Board. Board roads and fencing disturbed by the reconstruction, maintenance, modification, operation, repair or replacement of Licensee's facilities shall immediately be restored by Licensee to a condition satisfactory to the Board. Restoration of roads shall include, but is not limited to, resurfacing when deemed necessary by the Board. If restoration is not accomplished by the Licensee within the time specified, the Board at its election may perform such restoration at Licensee's expense. Licensee shall conduct all construction, modification, operation, repair, replacement and maintenance of its installations in such a manner that the Board at all times shall have full and complete access to its property.

7. The Licensee shall, if required by the Board, place and maintain permanent, visible markers of a type and at locations designated by the Board to define the centerline of Licensee's installation. If the placing of the centerline markers is not completed within the time specified, the Board may complete the work at the expense of the Licensee.

8. Licensee shall not trim or cut down any trees, shrubs, or brush on the Board's property without permission of the Board. When required by the Board, Licensee, at its expense, shall trim or cut down trees, shrubs or brush and remove and dispose of the cutting debris to the satisfaction of the Board.

9. All service lines within the Board's property from the facility herein licensed shall be installed in a manner satisfactory to the Board. ~~THIS PROVISION NOT APPLICABLE~~
10. No portion of Licensee's facility shall extend below the stringers of any bridge to which it is to be attached. ~~THIS PROVISION NOT APPLICABLE~~
11. Guy wires and/or anchors shall be installed only at locations designated by the Board. ~~THIS PROVISION NOT APPLICABLE~~
12. All trenches and excavations within Board property shall be backfilled in the following manner: The trench or excavation shall be backfilled to the original ground line using only suitable soft earth material. The backfill material shall be deposited in layers not to exceed eight (8) inches loose measure for the full width of the trench. Layers shall be brought up uniformly and compacted with mechanical tampers capable of exerting a blow at least equivalent to 250 pounds per square foot, to 90% of Standard Proctor Maximum Density. The moisture content of the material shall be adjusted as required to secure the above density. The amount of water used shall be sufficient to obtain the maximum density specified. When moisture is in excess of that necessary for proper compaction, the Licensee shall be required to grade, mix or otherwise process wet material to proper moisture content or haul in suitable material. Tamping equipment shall be subject to the approval of the Board.
13. Underground electric power line installations shall be encased in rigid steel conduit within the Board's property. ~~THIS PROVISION NOT APPLICABLE~~
14. Gate installations shall be installed according to Board specifications attached hereto, at the expense of the Licensee, and upon completion of the installation, shall become the sole and exclusive property of the Board. Locks furnished by the Board shall be installed upon said gates and at all times such gates shall be closed and locked, except at Board option, gates may be locked open when water is in its facility or when necessary for patrolling its facility. ~~THIS PROVISION NOT APPLICABLE~~
15. Licensee shall construct access road approaches from its installation to existing Board roadways, at no expense to the Board and to the satisfaction of the Board. Said approaches shall not have a grade of more than four percent (4%). Licensee shall at no time obstruct Board roadways, or ingress to or egress from such roadways.
16. Licensee shall place reinforced concrete cut-off walls, as shown on the attached drawing entitled, "Typical Cut-Off Wall" (Dr. 69, No. 722) at locations determined by the Board. Each cut-off wall shall have a minimum thickness of ten inches (10") and shall extend one foot (1') into undisturbed original ground on both sides of Licensee's trench, and to the existing ground line. Each cut-off wall excavation, forming and steel placement shall be inspected and approved by the Board prior to placement of concrete. ~~THIS PROVISION NOT APPLICABLE~~
17. Licensee shall not and will not be permitted to discharge water into or upon any Board property of facility, but shall provide for carriage of any water over or across Board property or facility in a manner satisfactory to the Board at no expense to the Board.
18. At no time shall Licensee interfere with the flow of water in Board facilities and Licensee shall assume all risks incident to the presence of water in Board facilities.
19. Licensee will use all reasonable means to prevent any loss or damage to the Board or to others resulting from the construction, modification, replacement, repair, operation and maintenance of Licensee's installation. Any repair or replacement of any of the Board's installations on its property made necessary, in the opinion of the Board, because of the construction, modification, operation, maintenance, repair or replacement of Licensee's installation, shall be made only by the Board and at the sole expense of the Licensee.
20. Licensee shall indemnify and save harmless the Board, its officers, employees and agents, against any and all claims, damages, actions or causes of action and expense to which it or they may be subjected by reason of Licensee's installation being located within and across the property of the Board or by reason of any work done or omission made by Licensee, its agents or employees, in connection with the construction, operation, modification, replacement, maintenance, repair or removal of Licensee's installation. If the construction of all or any part of Licensee's installation is to be performed by an independent contractor under contract with the Licensee, the Licensee shall so notify the Board and shall incorporate the stipulations and conditions of this License into the contract specifications, and if required by the Board, cause said independent contractor to obtain, prior to commencement of the work, an insurance policy or policies in amounts and with companies satisfactory to the Board, which will protect the Board from any loss or damage resulting from the work performed by the Contractor.
21. Licensee may permit installation of other utility company lines, not including cable tv lines, on the Licensee's poles installed hereunder, provided, that the installing utility company shall comply with all conditions and stipulations of this License and be bound thereby. ~~THIS PROVISION NOT APPLICABLE~~
22. All work authorized by this License shall be performed by the Licensee at no expense to the Board and, except as otherwise set forth herein, Licensee shall own and maintain its installation thereafter.
23. The rights and privileges granted in this License are subject to prior agreements, licenses and conveyances, recorded or unrecorded, and it shall be the Licensee's sole responsibility to determine the existence of any rights, uses or installations conflicting with the Licensee's use of the Board's property hereunder and to resolve any conflict.
24. If the Licensee does not use the right herein granted or its installation for a period of one (1) year, or if Licensee shall at any time fail or refuse to comply with or carry out any of the conditions of this License, the Board may, at its election, revoke this License forthwith by written notice to the Licensee in person or by mail at Licensee's last known address. Upon termination of the License, the Licensee shall have ten (10) days to remove its installation from the Board's property. In the event Licensee does not remove said installation within the time allowed, the Board, without incurring liability, may remove said installation at Licensee's expense.

25. Upon abandonment of any right or privilege herein granted, the right of Licensee to that extent shall terminate, but its obligation to indemnify and save harmless the Board, its officers, employees and agents, shall not terminate in any event.

26. The rights granted Licensee hereunder may not be assigned without the written consent of the Board.

27. The base license fee includes eight (8) hours of inspection by the Board and if the Board requires further inspection, Licensee shall pay therefor at the rate of \$8.00 per hour.

28. The Board may, at any time, by giving the Licensee thirty (30) days written notice terminate this Agreement. **THIS PROVISION NOT APPLICABLE**

29. Licensee shall comply with all applicable laws and ordinances and all rules, regulations and requirements of any Governmental authority promulgated thereunder controlling environmental standards and conditions of the premises. If, as a result of the Licensee's occupancy of the premises and its operation hereunder, any such law, ordinance, rule, regulation is violated, Licensee shall protect, save harmless, defend and indemnify Board from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by Board, caused by, resulting from or connected with such violation or violations.

30. This License is subject to the foregoing conditions and to the following special conditions:

SPECIAL PROVISION:

30(a) The irrigation season is from April 1 to November 1 and water may be flowing in the High Line Canal during that time. Therefore, the construction contemplated must be completed prior to April 1, 1981 or may not commence until after November 1, 1981 unless special authorization is obtained from the Board's Director of Plant.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

APPROVED
Carl B.C. Carlson
Director of Plant

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS
By: W.H. Miller
Manager

[Signature]
Director of Engineering

APPROVED AS TO FORM:
Oran Goldberg
Legal Division

The undersigned authorized officer of City of Littleton
has read the foregoing License and agrees for and in behalf of said City of Littleton
that it will accept and will abide by all the terms and conditions thereof.

ATTEST:
Janet S. Harrison
CITY CLERK (Title)

(SEAL)

City of Littleton
[Signature] (Licensee)
By: James R. Collier
President, Littleton City Council (Title)
ADDRESS:
2255 West Berry Avenue
Littleton, Colorado 80165
PHONE: 795-3863

EXHIBIT "A"

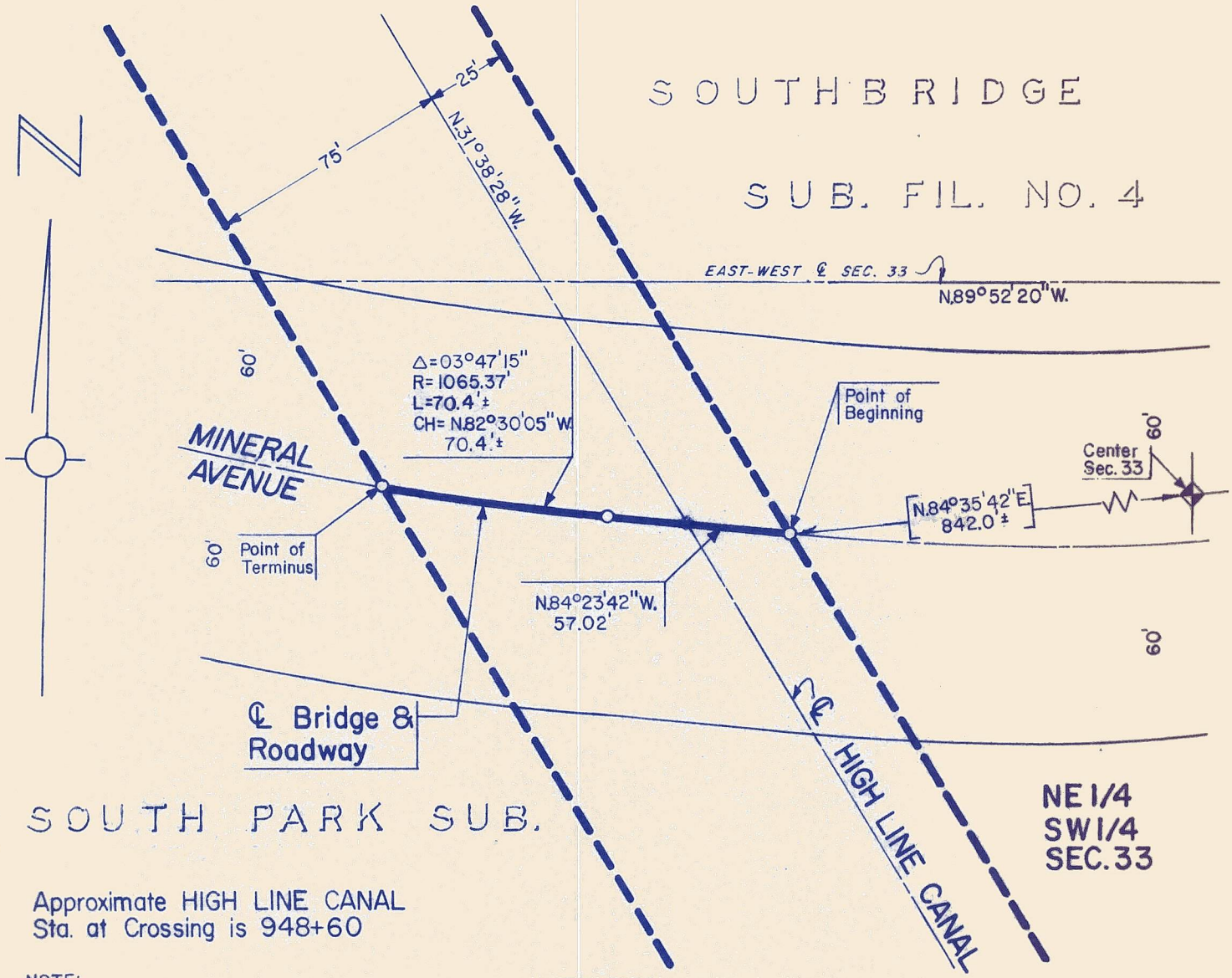
A License granted to construct, utilize, maintain, repair and replace a bridge and roadway within and across the Board's property for the High Line Canal situated in the northeast quarter of the southwest quarter of Section 33, Township 5 South, Range 68 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, along the following described center-line:

Beginning at a point on the northeasterly boundary of the Board's property for the High Line Canal, whence the center of said Section 33 bears North $84^{\circ} 35' 42''$ East a distance of 842.0 feet more or less; thence North $84^{\circ} 23' 42''$ West a distance of 57.02 feet to a point; thence along the arc of a curve to the right having a radius of 1065.37 feet a distance of 70.4 feet more or less (the chord of which bears North $82^{\circ} 30' 05''$ West a distance of 70.4 feet more or less) to the point of terminus on the southwesterly boundary of the Board's property for the High Line Canal.

SW 1/4 SECTION 33, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th P.M.
 —ARAPAHOE COUNTY—

SOUTH BRIDGE

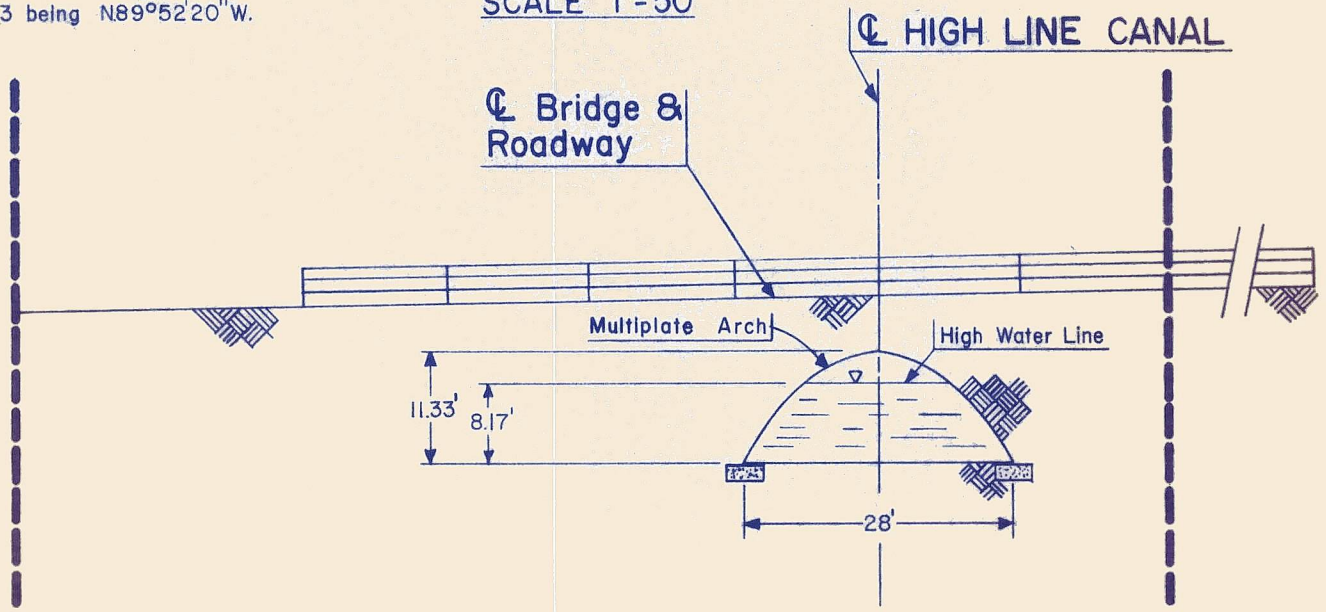
SUB. FIL. NO. 4



Approximate HIGH LINE CANAL
 Sta. at Crossing is 948+60


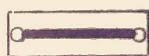
NOTE:
 Bearings are based on the south
 line of the northwest quarter of
 Section 33 being $N89^{\circ}52'20''W$.

PLAN
 SCALE 1" = 50'



PROFILE
 NO SCALE

LEGEND

-  BOUNDARY D.W.D. PROPERTY
-  LICENSE GRANTED

DOCUMENT DATED
 SEC'Y FILE DOC.

DENVER WATER DEPARTMENT		
HIGH LINE CANAL		
LICENSE GRANTED FOR A BRIDGE & ROADWAY TO THE CITY OF LITTLETON		
SCALE: AS SHOWN	DATE: JANUARY 2, 1981	
DRN. R. W. K.	TR. H. A. W.	CK. <i>H.D.</i>
APP.	DR. 68 NO. 1204	