

AGREEMENT DATE: \_\_\_\_\_  
*(To be completed by Denver Water – Property Management)*

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”) is made between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, a municipal corporation of the State of Colorado, (“**Board**”) and the CITY OF LITTLETON, a home rule municipality of the State of Colorado (“**Licensee**”). The term “**Licensee**” includes employees, agents, and contractors of the Licensee. Each party to this Agreement may be referred to individually as “**Party**,” and collectively as “**Parties**.” The Parties agree as follows:

### AGREEMENT

1. **GRANT:** The Board, for itself and its successors and assigns, subject to the covenants hereinafter set forth, does hereby authorize the Licensee to construct, utilize, maintain, repair, and replace (collectively “**Work**”) a 12-FOOT WIDE TRAIL WITH CONCRETE SURFACE AND 3-RAIL WOODEN FENCE (“**Installation**”) within and across the Board’s HIGH LINE CANAL at the location described on the Board’s CAD drawing 22688-1 included in the attached and incorporated **Exhibit A** (“**Licensed Area**”). The Licensee shall maintain a copy of this Agreement on the job site during any Work authorized by this Agreement.
2. **EXHIBITS:** The following Exhibits are attached to and incorporated in this Agreement:  
**Exhibit A** – Licensed Area (CAD drawing No. 22688-1)  
**Exhibit B** – Limits of Construction and Maintenance  
**Exhibit C** – Tree Replacement Standard  
**Exhibit D** – Fence Detail
3. **LICENSE FEE AND OTHER COSTS:** The Licensee shall pay the Board a license fee specified by the Board for the rights granted by this Agreement (“**License Fee**”). The License Fee includes eight hours of inspection time by the Board. The Licensee shall be responsible and shall reimburse Denver Water for any additional inspection time and any other costs and expenses incurred by Denver Water in connection with the License.
4. **PAST RIGHTS AND CONVEYANCES:** The rights and privileges granted in this Agreement are subject to all prior agreements, licenses, leases, grants, permits, rights-of-way, reservations, and conveyances, whether recorded or unrecorded, related to the Licensed Area.
5. **BOARD’S RETAINED INTERESTS:** The Board reserves unto itself, its successors and assigns, the right to make full use of the Licensed Area as may be necessary or convenient in the operation, maintenance, installation, repair, removal, replacement, or relocation of any of its “**Facilities**,” which term shall include, but not be limited to, water works plants and systems, utilities, and water and other pipes under the control of the Board and all of their underground and surface appurtenances. By way of example and not by way of limitation, the intent is to include (i) mains and conduits within the term “**pipeline(s)**,” and (ii) valves, vaults, manholes, electric or other related control systems, underground cables, wires, connections, ventilators, and the like within the term “**appurtenance(s)**.”

The Board retains all right to operate, maintain, repair, remove, relocate, or install any of its Facilities within the Licensed Area at any time and in such a manner as it deems necessary or convenient. The Board will

make reasonable attempts not to damage the Installation(s); however, should damage occur, the Board will not be responsible for any such damage.

In the event the Installation(s) interferes with the Board's use, maintenance, or operation of its Facilities, the Board in its sole discretion may require the Licensee to relocate, rearrange, modify, or remove the Installation(s) at Licensee's sole expense. Licensee shall relocate, rearrange, or modify the Installation(s) within a timeframe and in compliance with the requirements that the Board designates, or Licensee may terminate this Agreement.

Nothing in this Agreement shall imply that any ownership interest of the Licensed Area is being conveyed to the Licensee.

6. PRE-WORK INSPECTION: Licensee shall notify the Board at least fifteen (15) days prior to the commencement of any construction work so that the Board may make any inspections of the Licensed Area the Board deems necessary before such work begins.

7. PRE-WORK NOTICE: Licensee shall notify the Board's Hydro Supervisor during regular working hours at 303-634-3402 or 720-877-3497 at least forty-eight (48) hours prior to commencing any construction work within the Licensed Area so that the Board may have an inspector present during such work. In the event of an emergency, the Licensee shall notify the Board at 303-628-6801 (Dispatch).

8. PROOF OF LOCATES: Licensee shall obtain, or require its contractors and any subcontractors to obtain, proof of clear locates for all work in connection with this Agreement in compliance with applicable law.

9. WORK PLANS AND SPECIFICATIONS: Any Work initiated under this Agreement shall be performed and completed at no expense to the Board according to the plans and specifications approved by the Board in writing and in compliance with all applicable Board standards. The Licensee represents and warrants that initial Installation(s) authorized by this Agreement shall be constructed within the limits of construction shown on **Exhibit B**.

9.1. Different Location. If any Installation(s) location is reasonably determined by the Board to be materially different from the approximated location shown on any plans and specifications approved by the Board, the Board may require Licensee to undertake corrective work at Licensee's sole expense. If the Board does not require corrective work, the Board may notify the Licensee of such determination, and this Agreement shall be deemed amended, effective as of the date of the Board's notice and without further action by the Parties.

9.2. Right to Inspect. The Licensee shall notify the Board upon completion of any construction work; upon receipt of such notice, the Board may elect to inspect such work and require Licensee to undertake corrective work at Licensee's sole expense if the work fails to conform to the approved plans and specifications, Board's applicable standards, federal, state or local laws, or any applicable industry standards.

10. RIGHT TO SUSPEND WORK: Notwithstanding any other provision in this Agreement, the Board has the right to suspend the performance of any Work under this Agreement without any liability if the Board, in its sole discretion, determines that the Licensee or any of its contractors or any subcontractors

failed to comply with the terms of this Agreement. The Board shall not be liable for any delays in the completion of the work that result from the suspension under this paragraph.

11. OWNERSHIP; OPERATION & MAINTENANCE OF INSTALLATION: Licensee shall own the Installation(s) and shall ensure that the same is operated and maintained, at no expense to the Board, in good repair and in full compliance with all federal, state, and local laws, permitting requirements, and applicable industry and Board standards until this Agreement is terminated.

12. BOARD'S ACCESS: The Licensee shall conduct all Work in such a manner that the Board shall have full and complete access to the Licensed Area at all times. The Licensee shall not obstruct any access roadways or ingress to or egress from such roadways.

~~13. CURB CUT AND TRANSITION DETAIL: Licensee shall construct and maintain all necessary, in the opinion of the Board, curb cuts from the Installation(s) to any roadways and any access roads at no expense to the Board. All such access roads and curb cuts shall be depicted on the plans and specifications provided to the Board, shall be at locations approved in writing by the Board, and shall comply with the Board's curb cut detail, a copy of which is attached as Exhibit B. The Licensee shall not obstruct Board roadways or ingress to or egress from such roadways.~~

14. DETOURS: Licensee shall take whatever steps are necessary to route traffic during any Work and provide directions through the use of signs. Any of the Board's roads or acceptable alternatives must be open and accessible to the Board's personnel and equipment at all times.

15. TRENCHES AND EXCAVATIONS: trenches, excavations, backfill and tamping shall be in accordance with the then-current applicable Board's Engineering Standards and Capital Project Construction Specifications and subject to approval by the Board's representative.

~~16. UNDERGROUND LINES: Underground electric power line installations shall be encased in rigid steel conduit and/or concrete within the Licensed Area. The Facilities must not be included in any concrete encasement.~~

~~17. MARKER POSTS: The Licensee shall place two permanent marker posts, one at each end of the Installation(s) and on its centerline, to the satisfaction of the Board's representative. Each permanent marker post shall be filled with concrete and installed to allow a three foot extension above the surface of the ground. The marker posts shall extend a minimum of two feet below the surface of the ground and be encased in concrete. Each marker post shall have the type, size, and depth of the Installation clearly marked with 1½ inch stenciling.~~

~~18. SERVICE LINES: All service lines within the Licensed Area shall be installed in a manner satisfactory to the Board's representative.~~

~~19. OVERHEAD CLEARANCE: Licensee shall maintain a minimum overhead clearance of 25 feet over the Board's HIGH LINE CANAL. No portion of the Installation(s) shall extend below the stringers of any bridge to which it is attached.~~

20. ENVIRONMENTAL: Licensee shall comply with all applicable laws and ordinances and all rules, regulations, and requirements of any governmental authority controlling environmental standards and conditions of the Licensed Area. If, as a result of Licensee's occupancy of the Licensed Area, any such law,

ordinance, rule or regulation is violated, the Licensee shall, if and to the extent permitted by law, protect, save harmless, defend, and indemnify the Board from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by the Board, caused by, resulting from or connected with such violation or violations. In addition, but without limiting the foregoing, the Licensee shall comply with the following:

20.1. Hazardous Material. Licensee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Licensed Area by the Licensee, its agents, employees, or contractors without the express written permission of the Board.

20.2. Indemnification. If the Licensee breaches the obligations stated in the preceding subparagraph, or if the presence of the Hazardous Material on the Licensed Area caused or permitted by the Licensee results in contamination of the Licensed Area, or if contamination of the Licensed Area by the Hazardous Material otherwise occurs for which the Licensee is legally liable to the Board, then the Licensee shall, if and to the extent permitted by law, indemnify, defend and hold the Board harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Licensed Area, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Licensed Area, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of such contamination. This indemnification of the Board by the Licensee, if and to the extent permitted by law, includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because the Hazardous Material is present in the soil or ground water on or under the Licensed Area.

20.3. Cleanup. If the presence of any Hazardous Material on the Licensed Area caused or permitted by the Licensee results in any contamination of the Licensed Area, the Licensee shall, at its sole expense and after obtaining the Board's written approval, promptly take all actions that are necessary to clean the contamination and return the Licensed Area to the condition existing prior to the introduction of any such Hazardous Material to the Licensed Area. The clean-up of the contamination shall be in compliance with all applicable state and federal standards.

20.4. Definitions. The term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Colorado, or the United States. The term "Hazardous Material" includes without limitation any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601); or (vi) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

21. ENDANGERED SPECIES ACT: Certain Board properties may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act ("ESA"). Licensee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA and all other applicable federal laws.

22. TREES: The Licensee shall provide means, acceptable to the Board, to protect the existing trees from any damage or disruption caused by any Work. If the Work requires clearance, trimming, or complete removal of trees located within Licensed Area, Licensee must obtain prior written permission from the Board's Recreation Manager at 303-628-6876. Licensee will be responsible for all cleanup of any trimmings and the removal of logs, branches, limbs, and other debris. Licensee shall replace any trees and other vegetation (including re-seeding) removed or damaged due to any Work in accordance with the Board's tree replacement standard described in the attached and incorporated **Exhibit C**.

23. WATER FLOW AND DISCHARGE: The Licensee shall not interfere with the flow of water in the Board's Facilities and shall assume all risks incident to the presence of water in the Facilities. The Licensee shall not discharge water into or upon any of the Licensed Area or Facility. The Licensee shall provide for carriage of any water over or across the Licensed Area or Facility in a manner satisfactory to the Board's representative.

24. CANALS/DITCHES:

24.1. Clean Water Act. The High Line Canal between Sand Creek and the most westerly unnamed drainage located in Section 34 constitutes jurisdictional "Waters of the United States," subject to the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*). Licensee shall be responsible for complying with the federal Clean Water Act and obtaining any necessary permit(s) from the proper regulatory authority prior to conducting its activity. Licensee shall supply the Board with documentation providing that such authority has been obtained or that such permission is not required by the regulatory authority.

24.2. Recreation. The Board has authorized certain recreational activities along and within the High Line Canal property. In addition to all other notices required by this Agreement, at least forty eight (48) hours prior to the commencement of any Work within the Licensed Area, the Licensee shall notify the Recreational Use Entity, Highlands Ranch Metro District, at 303-791-2710 and the High Line Canal Conservancy at 720-767-2452. All paved trails and other recreational improvements within the Licensed Area shall be restored to their pre-existing condition to the satisfaction of the Recreational Use Entity. Licensee shall comply with all said Entity's requirements that said Entity deems necessary to ensure the safety of the general public and to minimize interference with recreational use on the Licensed Area.

24.3. Irrigation. The irrigation season is from April 1<sup>st</sup> until November 1<sup>st</sup> each year and diverted water may be flowing in the High Line Canal during this time. Additionally, water may be flowing in the Canal other times during the year. No Work may be undertaken during April 1<sup>st</sup> through November 1<sup>st</sup> unless special authorization is obtained from the Board's Director of Operations and Maintenance prior to the commencement of said construction.

~~24.4. Cut-off Walls. Licensee shall place reinforced concrete cut-off walls at locations determined by the Board as shown on the plans and specifications identified in Paragraph 8 above. Each cut-off wall shall be constructed in accordance with the Board's then current **Capital Projects Construction Standards 4<sup>th</sup> Edition dated July 2021 CPCS Detail Number 33214/Ditch or Canal Crossing**, as they may be updated and revised from time to time, and the excavation, forming, and steel placement of each cut-off wall shall be inspected and approved in writing by the Board's representative prior to placement of concrete.~~

25. CLEANUP AND RESTORATION: The Licensee will use all reasonable means to prevent any loss or damage to the Board or to others resulting from the construction, operation, maintenance, repair, modification, replacement, or removal of the Installation(s).

25.1. Within twenty (21) days from the date of completion of any Work, the Licensee shall clear the Licensed Area and any other affected property of all construction debris and shall restore the Licensed Area and any other affected property and any damaged roads and fencing to the condition in which they existed as of the Effective Date as nearly as may be possible to the satisfaction of the Board's representative. Restoration and clearing of the surface shall include, but not be limited to, replacement of the topsoil in cultivated and agricultural areas, removal of any excess earth resulting from the Work, and/or reseeded described in the then current **Capital Projects Construction Standards Section 32 91 00 Planting Preparation and Section 32 92 00 Turf and Grasses**. Restoration of the roads shall include, but is not limited to, resurfacing.

25.2. If the Licensee does not restore and clear the Licensed Area and any other affected property to the satisfaction of the Board and/or within the timeframe set forth in subparagraph 24.1, the Board may complete the clearing and/or perform the restoration at the sole expense of the Licensee.

25.3. Any repair or replacement of any of the Facilities, other than roads and fencing, made necessary in the opinion of the Board's representative because of any Work performed pursuant to this Agreement, shall be made by the Board at the sole expense of the Licensee.

25.4. Licensee's obligations under paragraph 24 shall survive termination of this Agreement.

26. NO LIENS: The Licensee shall pay for all materials joined or affixed to the Licensed Area, shall pay in full all persons who perform labor upon the Licensed Area, and shall obtain and provide to the Board lien releases for all such materials and labor. The Licensee shall not permit any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Area for any Work done and materials furnished on the Licensed Area at the instance, request, or on behalf of Licensee.

~~27. INSURANCE: The Licensee shall maintain or shall contractually require all contractors and subcontractors performing work within the Licensed Area to maintain the following insurance covering all operations, goods, and/or services related to, and/or work performed pursuant to, this Agreement, in full force and effect for the duration of any work related to this Agreement. The Licensee's obligations under this paragraph shall survive termination of this Agreement.~~

~~27.1. Commercial General Liability Insurance. This insurance shall contain liability assumed under an "insured contract" with a combined single limit of a minimum of \$2,000,000 per each occurrence and an aggregate limit of at least \$5,000,000. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not be limited to, bodily injury and property damage, personal injury, and products and completed operations hazards.~~

~~27.2. Business Automobile Liability Insurance. Automobile liability insurance as required by Colorado law.~~

~~27.3. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation and Employers' Liability Insurance covering all employees, wherever they may be in the United States of America, so long as they are engaged in the work covered by this Agreement. Each policy or~~

policies shall cover the entire liability of each insured as determined by the Workers' Compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain the same, a waiver of insurer's right of subrogation against the Board for payments made to or on behalf of employees of each insured. Employer's Liability Insurance shall provide Part B coverage with limits of not less than \$500,000 per each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

~~27.4.— Contractors Pollution Liability Insurance. This insurance shall include contractual liability and provide third party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate.~~

~~27.5.— Additional Insured. All liability insurance shall include the City and County of Denver, acting by and through its Board of Water Commissioners as an Additional Insured evidenced by a copy of the Additional Insured Endorsement, attached to the Certificate of Insurance on such insurance policies.~~

~~27.6.— Certificate of Insurance. Upon request by the Board, Licensee shall furnish to the Board, as evidence of the insurance coverage required by this License, a certificate of insurance satisfactory to the Board, showing that insurance, in the above stated kinds and minimum amounts, has been secured and maintained. Failure to provide proof of insurance, as required, may result in License cancellation.~~

~~27.7.— Primary Coverage. Contractor's General Liability and Automobile Liability insurance shall apply as primary and shall not seek contribution from any insurance or self insurance maintained by, or provided to, the Board. The General Liability and Automobile Liability insurance or self insurance of the Board shall be in excess of any insurance provided under this Agreement.~~

~~27.8.— Waiver of Subrogation. Licensee waives all rights of subrogation against the Board for the recovery of damages to the extent such damages are or would be covered by the General Liability and Automobile Liability insurance specified herein.~~

28. APPROVAL OF CONTRACTORS: Prior to commencing any work under this Agreement, the Licensee shall submit to the Board a list of all contractors and subcontractors that will be performing the work in connection with this Agreement; no work may commence until the Board, in its sole and absolute discretion, has approved such contractors and subcontractors in writing. The Licensee understands and agrees that only those contractors and subcontractors whose operations are covered by the insurance required by this Agreement and that have been pre-approved by the Board as required by this Agreement are authorized to work upon or about the Licensed Area. Licensee shall require its agents, employees, and all approved contractors and subcontractors performing work pursuant to this Agreement to comply with each of the terms and conditions thereof.

29. INDEMNIFICATION: The Licensee shall be responsible for its own errors, acts, omissions, and negligence in connection with this Agreement. The Licensee shall also contractually require all contractors and/or subcontractors performing work pursuant to this Agreement to defend, indemnify, and hold harmless the Board, its officers, members, managers, agents, and employees against any liability, loss, damage, injury, death, demand, claim, action, cause of action, or expense of whatever nature, kind, or description

(including court costs and attorneys' fees), directly or indirectly arising out of, resulting from or related to (in whole or in part) this Agreement (including, but not limited to, Licensee's obligations in Paragraph 19 of this Agreement), any rights or interests granted pursuant to this Agreement, occupation and use of the Licensed Area by the Licensee and such contractors and/or subcontractors, any act or omission of the Licensee and such contractors and/or subcontractors, as well as each of their officers, directors, members, managers, and employees. Licensee's obligations under this paragraph shall survive termination of this Agreement.

30. RISK OF LOSS: All personal property, including, but not limited to, fixtures, equipment, or related materials upon the premises will be at the risk of Licensee only, and the Board shall not be liable for any damage thereto or theft thereof.

31. NO ASSIGNMENT; NO RECORDING: The Licensee agrees and understands that privileges granted by this Agreement are personal to the Licensee, that this Agreement does not grant Licensee any property interest in the Licensed Area, and that this Agreement shall not inure to or for the benefit of the Licensee's successors or assigns. The Licensee shall not assign this Agreement and shall not record this Agreement.

32. ABANDONMENT: If the Licensee does not use the right herein granted or its Installation for a period of one (1) year, the Board may, at its election, consider the rights granted hereunder abandoned and terminate this Agreement by giving the Licensee thirty (30) days' written notice.

33. TERMINATION:

33.1. The Board may terminate this Agreement for any reason and at any time by giving the Licensee thirty (30) days' written notice.

33.2. In the event of the Licensee's violation of any of the terms of this Agreement, the Board may elect to terminate this Agreement or may allow the Licensee a time to correct such violation. If the violation is not cured to the satisfaction of the Board within thirty (30) days after receipt of the written notice of such violation from the Board, or such longer period as the Board may permit in writing, the Board, may elect to cure the violation at Licensee's sole expense, without prejudice to the Board's right to terminate this Agreement.

33.3. Upon termination of this Agreement for any reason, the Licensee shall have sixty (60) days to remove its Installation(s) from the Licensed Area and restore the Licensed Area and any other affected property to the condition in which it existed as of the Effective Date. In the event the Licensee does not remove its Installation(s) within the time allowed hereunder and/or does not comply with the restoration obligations stated in this paragraph, the Board, without incurring liability, may remove the Installation(s) and/or restore the affected property at Licensee's sole expense.

33.4. Licensee's obligations under this paragraph shall survive termination of this Agreement.

34. REIMBURSEMENT TERMS: All Board's invoices are due thirty (30) days after the date of invoice. If Licensee fails to reimburse the Board within such thirty (30) days, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in The Wallstreet Journal in the preceding December plus two and one-half percent (2-

1/2%), or (ii) the maximum rate permitted by law. Licensee's obligations under this paragraph shall survive termination of this Agreement.

35. NOTICES: Except as otherwise expressly provided in this Agreement, the Parties shall contact the persons listed below for all matters related to administration of this Agreement. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other party or (b) seven days after posting in the United States mail, first-class postage prepaid, properly addressed as follows.

If to the Board:  
City and County of Denver, acting by and  
through its Board of Water Commissioners  
Attention: Chief Engineering Officer  
1600 W. 12th Avenue  
Denver, CO 80204

with a copy to:  
City and County of Denver, acting by and  
through its Board of Water Commissioners  
Attention: Director of Engineering-Property  
1600 W. 12th Avenue  
Denver, CO 80204

If to Licensee:  
City of Littleton  
Attn: City Manager  
2255 West Berry Ave  
Littleton, CO 80120

with a copy to:  
City of Littleton  
Attn: City Attorney's Office  
2255 West Berry Ave  
Littleton, CO 80120

36. GENERAL PROVISIONS:

36.1. Construction. This Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties.

36.2. Venue and Governing Law. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of the City and County of Denver, State of Colorado. This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to its conflict of laws principles.

36.3. No Attorneys' Fees and Costs. In the event there is any litigation, mediation, arbitration or other dispute resolution proceedings arising out of or related to this Agreement, each Party shall pay for its own attorney(s)' and other professional(s)' fees, costs and expenses.

36.4. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement shall remain in full force and effect.

36.5. No Waiver. The failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the Agreement's provisions, and, notwithstanding such failure, no Party shall be thereby released from any obligations under the Agreement.

36.6. Non-Business Days. Except as otherwise specifically provided, all periods of time set forth in this Agreement shall be calendar days, not business days. If any date for any obligation under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date shall be extended automatically until the next business day.

36.7. Headings. The headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof, and shall not be considered part of this Agreement or affect its interpretation.

36.8. Governmental Immunity Act. Parties understand and agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as it may be amended from time to time.

36.9. Article X of the Charter. This Agreement is made under and conformable to the provisions of the Charter of the City and County of Denver, which control the operation of the Denver Municipal Water System, consisting of Article X of said Charter. Insofar as applicable, said Charter provisions are incorporated herein and made a part hereof and shall supersede any apparently conflicting provision otherwise contained in this Agreement.

36.10. Entire Agreement. This Agreement constitutes the entire agreement between the Board and the Licensee and replaces all prior written or oral agreements and understandings. The terms of this Agreement may not be changed, waived, modified or varied in any manner whatsoever unless in writing signed by all Parties.

36.11. Counterparts and Originals. A copy of the Agreement may be executed by each Party, separately, and may be delivered by mail or electronic copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

36.12. Representation of Authority of Signatories. Each individual executing this Agreement on behalf of the Licensee represents and warrants that the execution and delivery of this Agreement and all related documents have been duly authorized by the Licensee for which the individual is signing, and that the individual has the legal capacity to execute and deliver this Agreement and thereby bind the Licensee.

36.13. Effective Date. This Agreement shall become effective on the date it is signed by the Board's Director of Engineering-Property and Distribution.

SIGNATURES FOLLOW ON THE NEXT PAGE

**THIS LICENSE AGREEMENT** shall become effective on the date it is signed by the Board's Director of Engineering-Property and Distribution.

APPROVED:

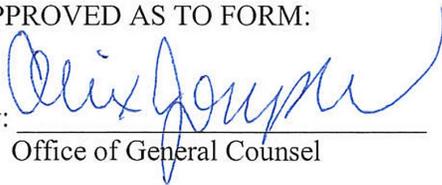
**CITY AND COUNTY OF DENVER,  
acting by and through its  
BOARD OF WATER COMMISSIONERS**

By:   
\_\_\_\_\_  
Gary W. Boothe  
Manager of Real Estate

By: \_\_\_\_\_  
Amy Heidema  
Director of Engineering-  
Property and Distribution

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Office of General Counsel

APPROVED AS TO FORM:

**LICENSEE: CITY OF LITTLETON,  
a home rule municipality of the State of  
Colorado**

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Kyle Schlachter, Mayor

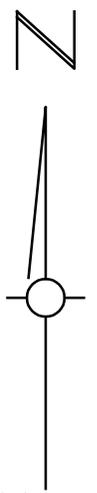
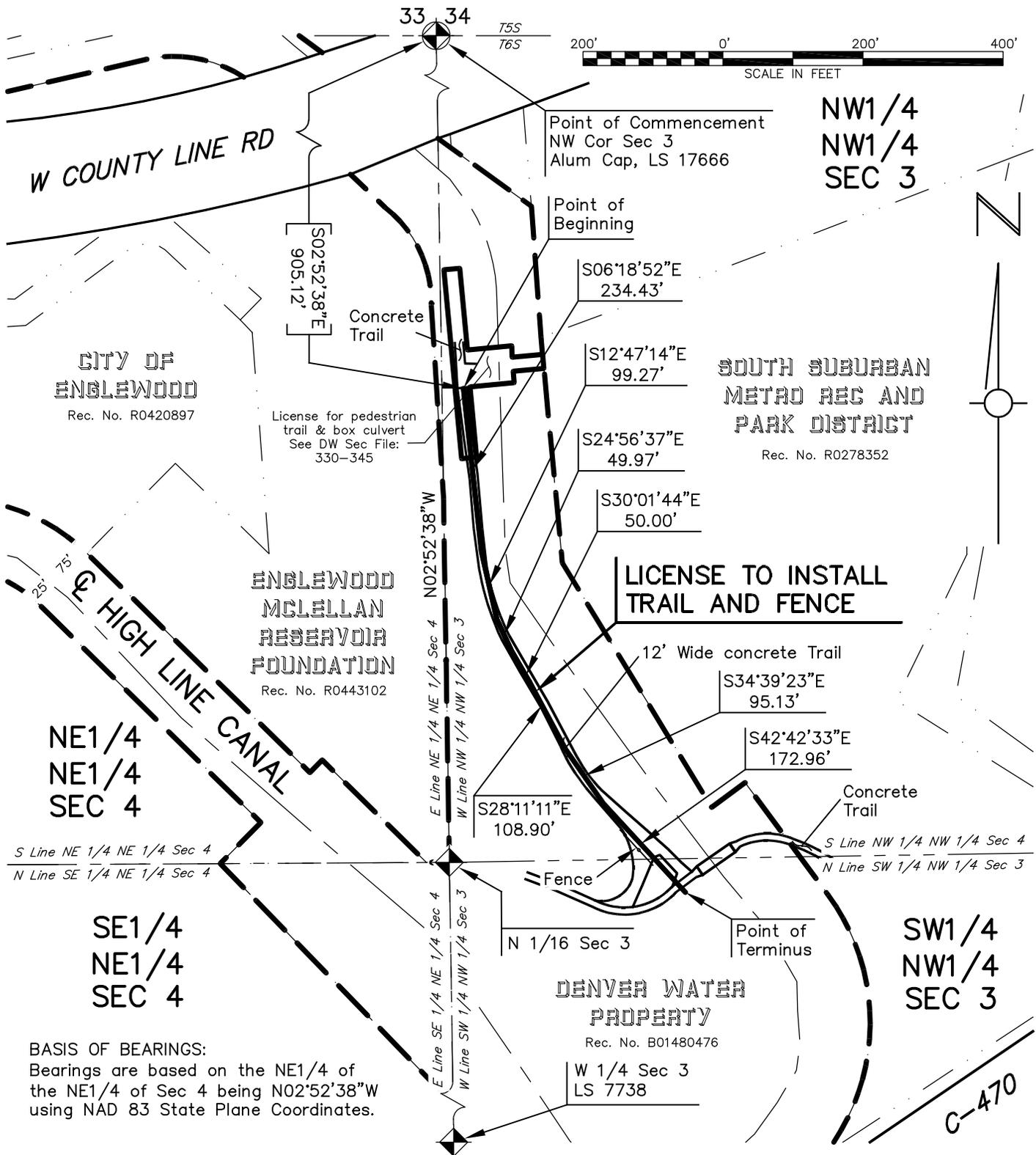
ATTEST:

By: \_\_\_\_\_  
City Clerk

# EXHIBIT "A"

NW 1/4 SECTION 3, TOWNSHIP 6 SOUTH, RANGE 68 WEST 6th PM

----- DOUGLAS COUNTY -----



W COUNTY LINE RD

CITY OF ENGLEWOOD  
Rec. No. R0420897

ENGLEWOOD MCLELLAN RESERVOIR FOUNDATION  
Rec. No. R0443102

SOUTH SUBURBAN METRO REC AND PARK DISTRICT  
Rec. No. R0278352

LICENSE TO INSTALL TRAIL AND FENCE

NE1/4  
NE1/4  
SEC 4

SE1/4  
NE1/4  
SEC 4

BASIS OF BEARINGS:  
Bearings are based on the NE1/4 of the NE1/4 of Sec 4 being N02°52'38\"/>

DENVER WATER PROPERTY  
Rec. No. B01480476  
W 1/4 Sec 3  
LS 7738

SW1/4  
NW1/4  
SEC 3

C-470

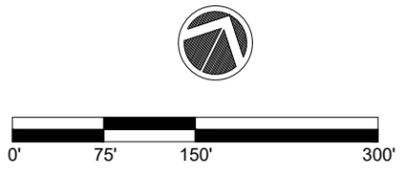
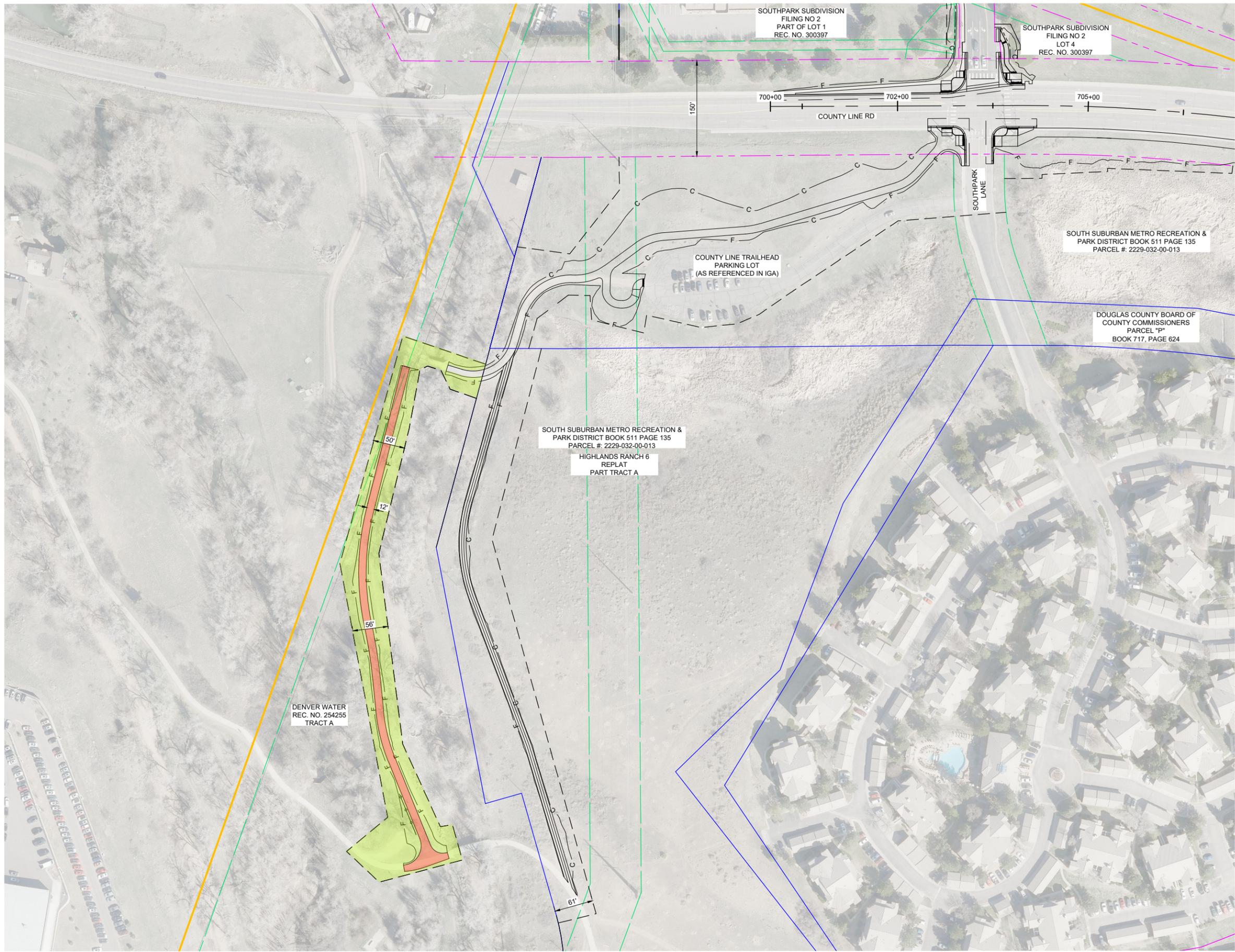
Parcel Map Not P.L.S. Stamped or Certified

<p><b>LEGEND</b></p> <p> LICENSE GRANTED</p> <p> BNDRY EXISTING DW PROP</p> <p>COL Contract ID 3078</p>	<p>DOCUMENT DATED: SEC'Y FILE DOC.</p> <p>RIMS ITEM NO.</p> <p>TRANS NO.</p>	<p><b>HIGH LINE CANAL</b></p> <p>LICENSE GRANTED TO CITY OF LITTLETON TO INSTALL TRAIL AND FENCE</p>	<p><b>DENVER WATER</b></p> <p>1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org</p>
	<p>DRN.      PM. LW    S.</p> <p>APPD.</p> <p>SHEET 1 OF 1 SHEET</p>		
<p>DATE: JUNE 2, 2025</p>		<p>SCALE: 1" = 200'</p>	

# EXHIBIT B

**LEGEND:**

- EXISTING SECTION LINE/  
JURISDICTIONAL BOUNDARY
- - - EXISTING RIGHT OF WAY
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- LIMITS OF CONSTRUCTION  
(CITY OF LITTLETON PERMITTED TO  
PERFORM CONSTRUCTION WORK  
UNDER LETTER OF AUTHORIZATION)
- LIMITS OF MAINTENANCE AREA &  
LICENSE AGREEMENT  
(HRMD RESPONSIBLE FOR SURFACE  
MAINTENANCE SNOW REMOVAL &  
SWEEPING)  
(CITY OF LITTLETON RESPONSIBLE  
FOR REPAIR AND REPLACEMENT)



## EXHIBIT C

### DENVER WATER'S HIGH LINE CANAL TREE REPLACEMENT STANDARD

Denver Water shall be reimbursed for any tree removed from the High Line Canal property. Costs for tree reimbursement is based on current average tree wholesale prices and current Denver Water labor and equipment costs, and are as follows:

\$200.00 per caliper inch of total tree trunk diameter for deciduous trees

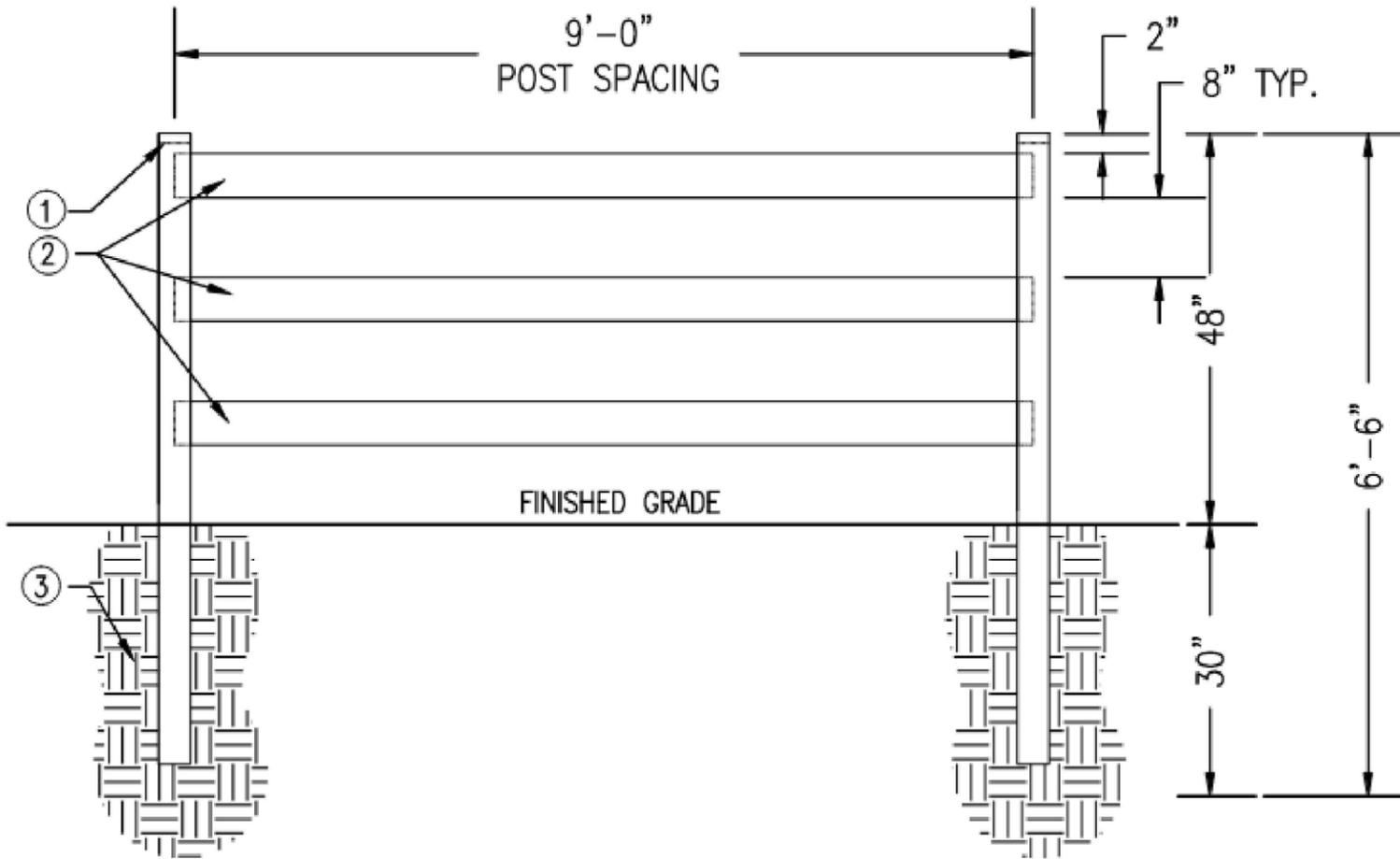
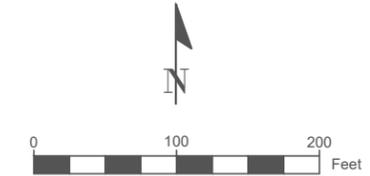
\$140.00 per linear foot in height for conifer trees

Tree reimbursement fees paid to Denver Water shall be assessed according to the following ratio:

***For every four inches of total diameter or linear foot removed,  
one-inch of total diameter or linear foot shall be reimbursed.***

Prior to removal of any tree, coordination with Denver Water's High Line Canal Representative to establish total reimbursement amount is required.

**EXHIBIT D**



- ① 4" X 4" TREATED POSTS AT 6'-6" HEIGHT WITH 3:12 MITERED TOPS
- ② 9'-0" RAILS WITH 10 TO 12" GIRTH, NOTCHED INTO POSTS
- ③ STABILIZED SUBGRADE: MINIMUM 12" DIA @ 30" DEPTH

NOTE: TIMBER, EXCAVATION, BACKFILL, AND STABILIZED SUBGRADE IS INCLUDED IN THE COST OF THE RAIL.

L01 POST AND RAIL FENCE WOOD DETAIL  
NTS

DENVER WATER HIGHLINE  
CANAL TRAIL EXHIBIT D

Designer MM  
Detailer MM  
Checked PG



INDEX OF REVISIONS	
DATE	DESCRIPTION

SHEET  
of  
3  
Date  
4/23/2025