

DENVER WATER
RECORDS TRANSMITTAL 330 303

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| Send To: Records/Documents Management (250) | Date: DEC 19, 2000 | |
| From: (Name and Section) J T Pollock | Property Management | |
| Name or Title of Material: HIGH LINE CANAL | | |
| Date of Material: DECEMBER 17, 1999 | From: | To: |
| DO NOT DESTROY | | |
| Description of Material: License Granted to CITY OF LITTLETON for a TRAFFIC SIGNAL POLE, within and across the Board's HIGH LINE CANAL property situated in the SW¼ of Sec 33, T5S, R68W of the 6 th Principal Meridian, Arapahoe County, State of Colorado. (CAD 990145) 1) License Agreement Dated 12/17/1999 | | |
| Please file in Secretary File No.: _____ Doc. No.: _____ | | |
| Retention of Original Document: RETAIN PERMANENTLY | | |

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this 11/11 day of November, 1911, between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, a municipal corporation of the State of Colorado, 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 the 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 sometimes 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 pedestrian/traffic signal with two poles within and across the Board's **High Line Canal** property at the location described on the Board's drawing(s), CAD 990145, attached hereto and made a part hereof.

1. All equipment, installations, and other activities are subject to the approval of the Board.
2. Issuance of this License Agreement indicates that the Board has reviewed and approved plans for the Licensee's proposed installation. **THE LICENSEE SHALL MAINTAIN, FOR BOARD INSPECTION, A COPY OF THIS LICENSE AGREEMENT ON THE JOB SITE DURING ANY INSTALLATION OR ACTIVITY AUTHORIZED HEREIN.**
3. Any construction or activity initiated under this License Agreement shall comply with and conform to standards formulated by the Board and such construction or activity shall be performed and completed according to the plan and within the tolerances given on the Board's drawing(s), CAD 990145 a copy of which is attached hereto and made a part hereof.
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, repair, remove, relocate, or install any of its facilities within the Board's property at any time and in such a manner as it deems necessary or convenient. The Board will make reasonable attempts to locate the Licensee's facilities; however, should damage occur to the Licensee's facilities, the Board will not be held liable for any such damage. In the event the 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 the Licensee's sole expense, immediately relocate, rearrange, or remove its installation so as not to interfere with any such Board use.

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5. All work authorized by this License Agreement shall be performed by the Licensee at no expense to the Board. Except as otherwise set forth herein, the Licensee shall own and maintain its installation thereafter. This Agreement shall, in no way, imply that ownership of the land underlying or surrounding the licensed installation or activity is being conveyed.

~~6. The Licensee shall notify the Board at least 48 hours prior to commencing work. In the event of an emergency, the Licensee shall notify the Board at 628-6801 (Dispatch). During regular working hours, the Licensee shall notify the Board's District Foreman Gil Martinez at (303) 740-9784.~~

~~7. The Licensee shall complete its installation or activity, clear the area of all construction debris and restore the area to its pre-existing condition as nearly as may be possible within 7 days from the date of commencement of the initial construction or authorized activity. In the event clearing and restoration of the area is not completed within the 7 days, the Board may complete that work at the sole expense of the Licensee.~~

8. The Licensee shall assume all risks to its own operation resulting from the presence of water in the Board's facilities.

9. 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 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's representative, because of the construction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's installation, shall be made only by the Board's representative and at the sole expense of the Licensee.

10. The Licensee hereby expressly agrees to defend, indemnify, and hold harmless, to the extent it legally may, the Board, its officers, agents, and employees, against any liability, loss, damage, demand, action, cause of action, or expense of whatever nature (including court costs and attorneys' fees) which may result from any loss, injury, death, or damage incurred by the Licensee, caused by the Licensee's negligence or wrongful act, or which arises out of or is caused by any act or omission of the Licensee, its officers, agents, or employees in connection with or by reason of any work done or omission made by the Licensee, its agents, or employees, in the construction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's installations.

11. The Licensee understands and agrees that it is fully responsible for compliance with all rules and regulations relating in any way to the use, storage, treatment, or disposal of hazardous materials, including, but not limited to, chemicals and petroleum products. The Licensee agrees to strictly comply with all federal, state, and local regulations that in any way relate to hazardous materials. If, as a result of the Licensee's occupancy of the premises and its operation hereunder, any such law, ordinance, rule, or regulation is violated, the Licensee shall 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.

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

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13. The rights and privileges granted in this License Agreement 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.

14. If the Licensee does not use the right herein granted or its installation for a period of 1 year, or if the 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 Agreement forthwith by written notice to the Licensee in person or by mail at the Licensee's last known address. Upon termination of this License, the Licensee shall have 10 days to remove its installation from the Board's property. In the event the Licensee does not remove its installation within the time allowed, the Board, without incurring liability, may remove the installation at the Licensee's expense.

15. Upon abandonment of any right or privilege herein granted, the right of the 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.

16. The Board may, at any time, by giving the Licensee 30 days written notice, terminate this License Agreement.

17. The base license fee includes 8 hours of inspection by the Board and if the Board requires further inspection, the Licensee shall pay therefor at the prevailing rate.

18. ~~All Board roads and fencing, which are disturbed by the construction of the Licensee's installation, shall be restored to a condition satisfactory to the Board's representative within 7 days from the date of commencement of the initial construction or authorized activity.~~ Board roads and fencing, which are disturbed by the reconstruction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's facilities, shall immediately be restored by the Licensee to a condition satisfactory to the Board's representative. Restoration of roads shall include, but is not limited to, resurfacing when deemed necessary by the Board's representative. If restoration is not accomplished by the Licensee within the 7 days, the Board at its election may perform such restoration at the Licensee's expense. The Licensee shall conduct all construction, operation, maintenance, repair, modification, replacement, or removal of its installations in such a manner that the Board at all times shall have full and complete access to its property.

19. If the Licensee's activity requires the clearance, trimming, or complete removal of trees located within Board property, the Licensee must obtain permission from the Board's District Foreman Gil Martinez at (303) 740-9784. The Licensee will be responsible for all clean up of any trimmings, and the removal of logs, branches, limbs, and other debris resulting from the Licensee's activity. ~~Repairs of any damage to Board property will be made by the Licensee at the sole expense of the Licensee and to the satisfaction of the Board's representative.~~ For every four inches (4") in diameter of trees cut or removed, at least one inch (1") in diameter must be planted. This may be fulfilled with any combination of trees so long as no single tree is less than one and one-half inches (1½") in diameter. All replacement trees must be warranted by the Licensee for a period of two (2) years. Tree species and the location of replacement are subject to prior approval by the Board's representative.

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20. All trenches and excavations, backfill and tamping shall be in accordance with the Board's Engineering Standards and subject to approval by the Board's representative.

21. Underground electric power line installations shall be encased in rigid steel conduit and/or concrete within the Board's property. Board facilities must not be included in any concrete encasement.

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

23. All service lines within the Board's property from the facility herein licensed shall be installed in a manner satisfactory to the Board's representative.

24. The Licensee shall maintain a minimum overhead clearance of 25 feet over the Board's High Line Canal.

25. No portion of the Licensee's facility shall extend below the stringers of any bridge to which it is attached.

26. The Licensee shall construct access road approaches and curb cuts, when necessary, from its installation to existing Board roadways as required by and to the satisfaction of the Board's representative. Said approaches shall not have a grade of more than four percent (4%) and curb cuts shall not be less than 14 feet in width, but may be wider, as determined by the Board's representative. The Licensee shall at no time obstruct Board roadways, or ingress to or egress from such roadways.

27. The Licensee shall place reinforced concrete cut-off walls, as shown on the attached drawing (Dr. 127 No. 35) entitled, "Typical Cut-Off Wall" at locations determined by the Board's representative. Each cut-off wall excavation, forming, and steel placement shall be inspected and approved by the Board's representative prior to placement of concrete.

28. The Licensee shall not and will not be permitted to discharge water into or upon any Board property or facility, but shall provide for carriage of any water over or across Board property or facility in a manner satisfactory to the Board's representative.

29. A deposit in the amount of \$2,000.00 shall be collected from the Licensee and shall be remitted along with the Licensing fee prior to the issuance of any License Agreement on the Board's High Line Canal property. Upon completion of the restoration of the canal property by the Licensee, to the satisfaction of the Board's representative, this deposit shall be refunded in full. If the restoration is not completed by the Licensee to the satisfaction of the Board's representative within the 7 days set by this License Agreement, the Board will perform the restoration at the expense of the Licensee. The deposit amount will be retained by the Board for the restoration. Any amount not used for the restoration of the canal property shall be refunded to the Licensee. The Licensee shall be billed for any cost in excess of the deposit amount.

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30. The irrigation season is from April 1st until November 1st each year and diverted water may be flowing in the Board's High Line Canal during this time. Additionally, water may be flowing in the canal at other times during the year. Any construction contemplated pertaining to this License Agreement may not be undertaken during April 1st through November 1st unless special authorization is obtained from the Board's Director of Operations & Maintenance prior to the commencement of said construction.

31. The Licensee shall place two permanent marker posts, One at each end of the installation and on its centerline, to the satisfaction of the Board' representative. Each permanent marker post shall be filled with concrete and installed to allow for 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.

32. The Board has authorized certain recreational activities along and within its property. Prior to the commencement of any construction or activity pursuant to this License Agreement within the property, the Licensee shall notify the Board's Recreational Use Entity. All paved trails and other recreational improvements within the crossing area herein licensed shall be restored to their pre-existing condition to the satisfaction of the Board's Recreational Use Entity within 7 days from the commencement of the construction or activity. The Licensee shall comply with all of said Entity's requirements that said Entity deems necessary to insure the safety of the general public and to minimize interference with recreational use on the property. The Board's Recreational Use Entity is South Suburban Park and Recreation District.

33. For the resolution of any dispute arising from this License Agreement, venue shall be in the courts of the City and County of Denver, State of Colorado.

34. This License Agreement is also subject to the following special conditions:

- a. The Licensees light pole must be a minimum of 11.5-feet from the east edge of the High Line Canal Trail and a minimum of 3-feet south of the Mineral Avenue sidewalk.
- b. Existing light poles shall be removed by Licensee after the new lights are installed and operating.
- c. If South Suburban's Recreation Sign needs to be moved due to the installations of the new lights, Licensee shall coordinate the move with both South Suburban as well as Denver Water's District Foreman.

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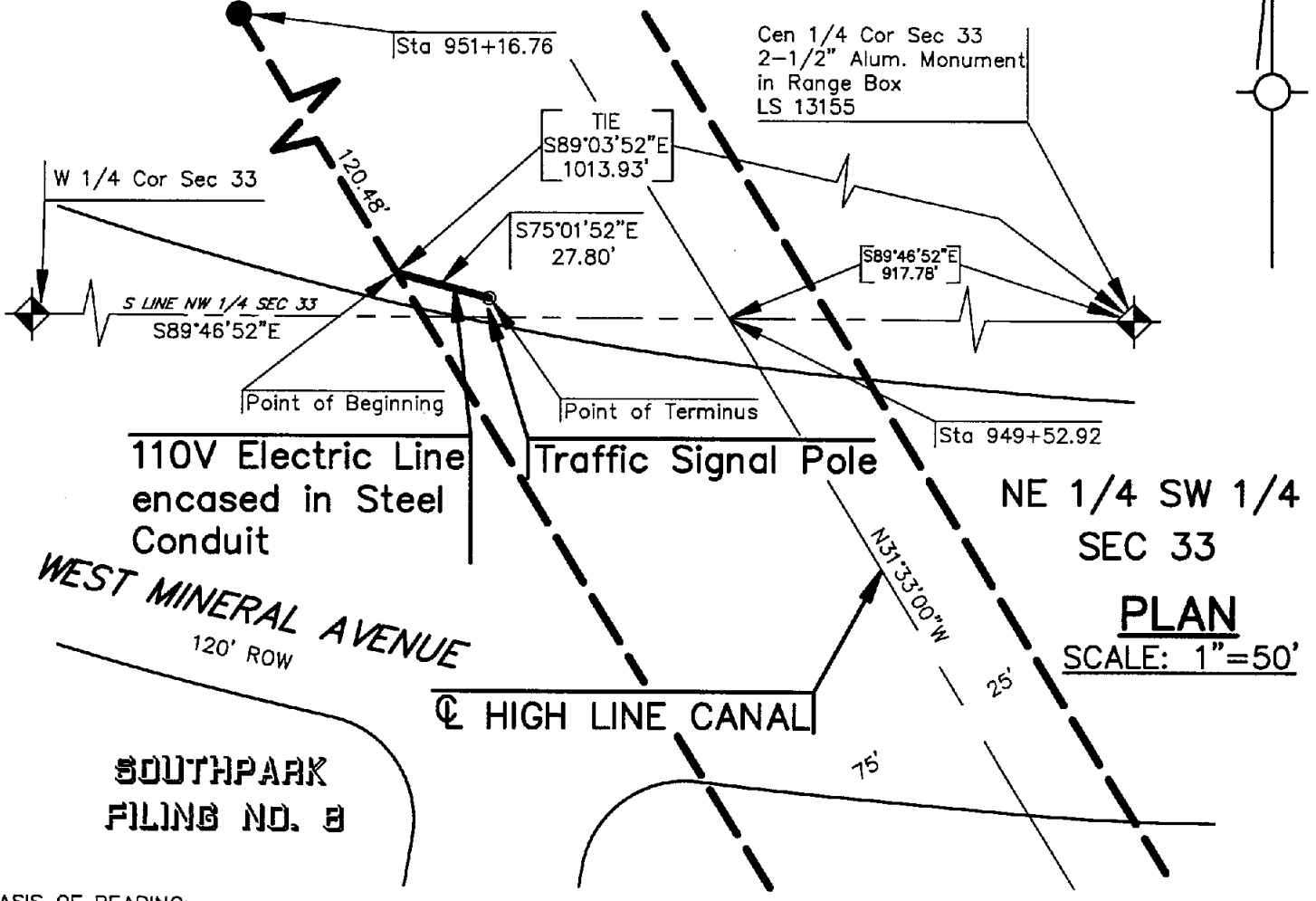
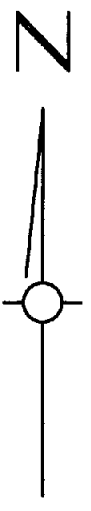
NW 1/4 SECTION 33, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th P M

----- ARAPAHOE COUNTY -----

Approx HIGH LINE CANAL
Sta at Crossing is
between 949+95 and
949+75.

SE 1/4 NW 1/4
SEC 33

**SOUTHBRIDGE
FILING NO. 4**

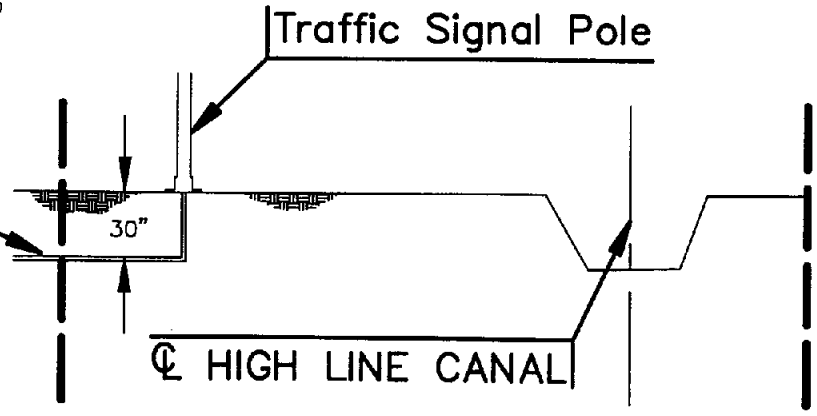


**PLAN
SCALE: 1"=50'**

BASIS OF BEARING:
Bearings are based on the south line of
the northwest quarter of Section 33
being S89°46'52"E.

110V Electric Line
encased in Steel
Conduit

**PROFILE
NO SCALE**



| LEGEND | |
|--------|-----------------------------------|
| | BOUNDARY D.W.D. PROPERTY |
| | LICENSE GRANTED |
| | 3" D.W.D. BRASS CAP IN STEEL POST |

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|---------------------------|------------|---------|
| DOCUMENT DATED | SEC'Y FILE | DOC. |
| RIMS ITEM NO. | CARD NO. | |
| DRN. BB | PM. GS. | IS. RAB |
| APPD <i>Tom Carpenter</i> | | |
| SHEET 1 OF 1 SHEETS | | |

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|----------------------------------------------------------------------------|-----------------|
| D DENVER WATER | |
| HIGH LINE CANAL | |
| LIC GRTD FOR A TRAFFIC SIGNAL POLE & AN ELECTRIC LINE TO CITY OF LITTLETON | |
| DATE: OCTOBER 14, 1999 | SCALE: AS SHOWN |
| CAD 990145 | |