

AGREEMENT DATE: _____

HIGH LINE CANAL LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”) is made between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a body corporate and political subdivision of the State of Colorado (“**County**”), 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. The parties to this Agreement may be referred to individually as “**Party**” and collectively as “**Parties.**” The Parties agree as follows:

WHEREAS, the Licensee was granted a License Agreement dated February 2, 1981, for “bridge and roadway,” by the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS (“**Denver Water**”) (“Original License Agreement”). The Original License Agreement was filed in Denver Water’s Secretary Files in File 299 Doc 164.

WHEREAS, the bridge and roadway crosses the High Line Canal at West Mineral Avenue in Littleton. Denver Water has conveyed this portion of the High Line Canal to the County and is no longer the property owner of this segment of the High Line Canal.

WHEREAS, the Licensee was granted a License Agreement dated December 17, 1999, for “traffic signal pole,” by Denver Water (the “Original License Agreement”). The Original License Agreement was filed in Denver Water’s Secretary Files in File 330 Doc 303.

WHEREAS, in 2024, Denver Water assigned the Original License Agreement to the County.

WHEREAS, Licensee is completing a capital project to update the trail crossing within the High Line Canal property at Mineral Avenue in Littleton.

WHEREAS, the County, as the new owner of this portion of the High Line Canal, desires to terminate the Original License Agreement upon execution of this Agreement.

WHEREAS, the County hereby grants Licensee an new License Agreement to update provisions and formally memorialize all improvements.

AGREEMENT

1. ORIGINAL LICENSE AGREEMENT TERMINATION: The Original License Agreement is hereby terminated as of the effective date of this Agreement.
2. GRANT: The County, for itself and its successors and assigns, subject to the terms and conditions of this Agreement, authorizes the Licensee to construct, utilize, maintain, repair, and reinstall (collectively “**Work**”) a BRIDGE AND ROADWAY WITH MEDIAN, CONCRETE TRAIL SURFACE AND CURB RAMPS, TWO (2) PEDESTRIAN CROSSWALKS SIGNALS/PEDESTALS WITH ELECTRICAL CONDUIT, (“**Installation**”) within and across the County’s High Line Canal property at W. Mineral Avenue described on the CAD drawing 22856-16 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.

3. LICENSE FEE AND OTHER COSTS: The Licensee shall pay the following fees:
 - ~~3.1. \$2,000 license fee made payable to “Arapahoe County Open Spaces” for the rights granted by this Agreement.~~
 - ~~3.2. Denver Water’s then current fee for its administrative work to create this Agreement.~~
4. PAST RIGHTS AND CONVEYANCES:
 - 4.1. 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. However, to the extent this Agreement conflicts with another agreement between the Parties concerning use and maintenance of the overall High Line Canal corridor within the Licensee’s jurisdiction, this Agreement shall control.
 - 4.2. The Licensee shall take extra care to familiarize itself with the limitations and reservations included in the Deed of Conservation Easement for the High Line Canal recorded against the property in the Clerk and Recorder’s Office of Arapahoe County on June 12, 2024, at Reception Number E4036703.
5. COUNTY’S RETAINED INTERESTS:
 - 5.1. The County 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 County’s operation and maintenance of the County’s property and facilities. While the County shall exercise reasonable care to avoid damage to the Installation(s), the County shall not be held liable for any loss, injury, or damage thereto, regardless of cause; provided, however, that this limitation of liability shall not apply to damage directly resulting from the County’s negligent acts or omissions or willful misconduct. In the event of such damage, the County shall provide the Licensee with timely written notice and, at its sole cost and expense, repair or replace the damaged Installation(s) to a condition matching the preexisting condition immediately prior to such damage, within a reasonable time frame. Any financial obligation or liability of the County arising hereunder is expressly subject to the annual appropriation of funds and the limitations of the Colorado Taxpayer’s Bill of Rights (TABOR), Article X, Section 20 of the Colorado Constitution. The County will not be responsible for any other damage. The Licensee shall make all necessary accommodations for the County’s vehicles and/or work that may be taking place at or around the Licensed Area.
 - 5.2. In the event the Installation(s) interferes with the County’s use, maintenance, or operation of the property, the County in its sole discretion may require the Licensee to relocate, rearrange, modify, or remove the Installation(s) at the Licensee’s sole expense. The Licensee shall relocate, rearrange, or modify the Installation(s) within a timeframe and in compliance with the requirements that the County designates, or the Licensee may terminate this Agreement.
6. DENVER WATER’S RETAINED INTERESTS:
 - 6.1 Denver Water has reserved an easement to make full use of the Licensed Area for the purposes of constructing, extending and adding to, maintaining, conducting,

operating, and permitting other water providers' use of a water works system and plant and everything necessary, pertaining, or incidental thereto.

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

6.3 The Licensee, to the extent permitted by law, agrees to indemnify, hold harmless, and defend Denver Water against any liability, damages, costs, expenses, claims, injuries, and losses of whatever nature arising in any way out of this Agreement, including but not limited to any expenses incurred by Denver Water as a result of damages to Denver Water's property, to the extent caused by any negligent act or omission or willful misconduct of the Licensee or the Licensee's officers, subcontractors, agents, or employees.

7. PRE-WORK INSPECTION: The Licensee shall notify the County at least 15 days prior to the commencement of any Work so that the County may make any inspections of the Licensed Area the County deems necessary before such Work begins.

8. PRE-WORK NOTICE: The Licensee shall notify the County's Public Works and Development Department at 720-874-6500 and Denver Water's representative at 303-634-3402 during regular working hours at least 48 hours prior to commencing any Work within the Licensed Area so that the County and/or Denver Water may have an inspector present during such Work. In the event of an emergency, the Licensee shall notify the County's Public Works and Development Department at 720-874-6500.

9. 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.

10. WORK PLANS AND SPECIFICATIONS: Any Work initiated under this Agreement shall be performed and completed at no expense to the County according to the plans and specifications approved by the County in writing and in compliance with all applicable County standards. The Licensee represents and warrants that initial Installation(s) authorized by this Agreement shall be constructed in accordance with the plans and specifications identified as City of Littleton Public Works Department Mineral Mobility Improvements Project# C M810-019 and dated 3/12/2025.

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

10.2. Right to Inspect. The Licensee shall notify the County upon completion of any Work; upon receipt of such notice, the County may elect to inspect such Work and require the Licensee to

undertake corrective work at the Licensee's sole expense if the Work fails to conform to the approved plans and specifications; the County's applicable standards; federal, state, or local laws; or any applicable industry standards.

11. RIGHT TO SUSPEND WORK: Notwithstanding any other provision in this Agreement, the County has the right to suspend the performance of any Work under this Agreement without any liability if the County, 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 or suspension is deemed necessary to serve the health, safety, or general public welfare. The County shall not be liable for any delays in the completion of the Work that result from the suspension under this paragraph.

12. OWNERSHIP; OPERATION & MAINTENANCE OF INSTALLATION: The Licensee shall own the Installation(s). Until this Agreement is terminated, the Licensee shall ensure that the Installation(s) is operated and maintained, at no expense to the County, in good repair, including but not limited to removing graffiti, signal, striping and sign maintenance, and paying for all utilities needed for the continuous operation of the Installation(s), and in full compliance with all federal, state, and local laws, permitting requirements, and applicable industry and County standards. If the Installation(s) includes any kind of underpass, bridge, or other infrastructure capable of providing shelter, and it becomes the location of any kind of human encampment, the Licensee shall be solely financially responsible for clearing the encampment and restoring the site to its preexisting condition within 30 days of notification by the County. The Licensee shall follow the underlying jurisdiction's policies on encampment cleanups.

13. COUNTY'S ACCESS: The Licensee shall conduct all Work in such a manner that the County 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.

14. CURB CUT AND TRANSITION DETAIL: The Licensee shall construct and maintain all necessary, in the opinion of the County, curb cuts from the Installation(s) to any roadways and any access roads at no expense to the County. All such access roads and curb cuts shall be depicted on the plans and specifications provided to the County, shall be at locations approved in writing by the County. The Licensee shall not obstruct County roadways or ingress to or egress from such roadways.

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

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

~~17. UNDERGROUND LINES: Underground electric power line installations shall be encased in rigid steel conduit and/or concrete within the Licensed Area. Facilities owned by the County or Denver Water must not be included in any concrete encasement.~~

~~18. 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 County'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.~~

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

20. OVERHEAD CLEARANCE: The Licensee shall maintain a minimum overhead clearance of 25 feet over the High Line Canal. No portion of the Installation(s) shall extend below the stringers of any bridge to which it is attached.

21. ENVIRONMENTAL: The 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 the Licensee's occupancy of the Licensed Area, any such law, ordinance, rule, or regulation is violated, the Licensee shall, to the extent permitted by law, protect, save harmless, defend, and indemnify the County from and against any penalties, fines, costs, and expenses including legal fees and court costs incurred by the County, 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:

21.1. Hazardous Material. The 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 County.

21.2. Indemnification. To the extent permitted by law, 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 County, then the Licensee shall, indemnify, defend, and hold the County 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 County by the Licensee, 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 groundwater on or under the Licensed Area.

21.3. 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 or other County property, the Licensee shall, at its sole expense and after obtaining the County's written approval, promptly take all actions that are necessary to clean the contamination and return the Licensed Area and other County property to the condition existing prior to the introduction of any such Hazardous Material to the Licensed Area. The cleanup of the contamination shall be in compliance with all applicable state and federal standards.

21.4. 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).

22. ENDANGERED SPECIES ACT: Certain County 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.

23. TREES: The Licensee shall provide means, acceptable to the County, to protect the existing trees above and below ground from any damage or disruption caused by any Work. If the Work requires clearance, trimming, or complete removal of trees located within Licensed Area, the Licensee must obtain prior written permission from the County. The Licensee will be responsible for all cleanup of any trimmings and the removal of logs, branches, limbs, and other debris. The Licensee shall coordinate with the County on a plan to replace any trees and other vegetation (including re-seeding) disturbed or removed due to any Work. Replacement of trees and re-seeding shall be in accordance with the then-current policies of the County and the High Line Canal Natural Resource Management Plan.

24. WATER FLOW AND DISCHARGE: The Licensee shall not interfere with the flow of water in the High Line Canal and shall assume all risks incident to the presence of water in the High Line Canal. The Licensee shall not discharge water into or upon any of the Licensed Area or surrounding County property. The Licensee shall provide for carriage of any water over or across the Licensed Area or County property in a manner satisfactory to the County’s representative.

25. CANALS/DITCHES:

25.1. Clean Water Act. The U.S. Army Corps of Engineers has determined that certain segments of the High Line Canal are jurisdictional waters of the United States and are subject to the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*). The 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. The Licensee shall supply the County with documentation providing that such authority has been obtained or that such permission is not required by the regulatory authority.

25.2. Recreation. The County 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 48 hours prior to the commencement of any Work within the Licensed Area, the Licensee shall notify the Recreational Use Entity, South Suburban Parks and Recreation District, at 303-795-9856, and the High Line Canal Conservancy, Conservation Easement holder, 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. The Licensee shall comply

with all the Recreational Use Entity's requirements to ensure the safety of the general public and to minimize interference with recreational use on the Licensed Area.

25.3. Irrigation. Denver Water uses the High Line Canal as an irrigation facility. Irrigation season is from April 1st until November 1st 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 1st through November 1st unless special written authorization is obtained from Denver Water's Director of Source of Supply at 303-634-3515 or email ian.oliver@denverwater.org prior to the commencement of Work.

~~25.4. Cut-off Walls. The Licensee shall place reinforced concrete cut-off walls at locations determined by the County as shown on the plans and specifications identified in Paragraph 9 above. Each cut-off wall shall be constructed in accordance with Denver Water's then-current **Capital Projects Construction Standards 4th Edition**, 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 County's representative prior to placement of concrete.~~

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

26.1. Within 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, supplies, materials, and equipment, 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 County'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 Denver Water **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.

26.2. If the Licensee does not restore and clear the Licensed Area and any other affected property to the satisfaction of the County and/or within the timeframes set forth for restoration in this Agreement, the County may complete the clearing and/or perform the restoration at the sole expense of the Licensee.

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

26.4. Licensee's obligations under paragraph 26 shall survive termination of this Agreement.

27. 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 County 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 the Licensee.

28. APPROVAL OF CONTRACTORS: Prior to commencing any Work under this Agreement, the Licensee shall submit to the County a list of all contractors and subcontractors that will be performing the Work in connection with this Agreement; no Work may commence until the County, 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 County as required by this Agreement are authorized to work upon or about the Licensed Area. The 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 of this Agreement.

29. INSURANCE: The Licensee shall purchase and maintain insurance of the kinds and in the minimum amounts specified below or shall self-insure in the same amounts, and, for all contractors, the Licensee shall require such contractors to maintain insurance for the performance of all Work under this Agreement in accordance with applicable state laws in the minimum amounts specified below:

29.1.1. Workers' Compensation and Employer's Liability: Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 each employee for disease
 - \$1,000,000 disease aggregate

29.1.2. Commercial General Liability: Maintain commercial general liability insurance covering all operations on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site (Licensee's Contractor Only)
- \$2,000,000 products and completed operations aggregate (Licensee's Contractor Only)

Coverages:

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Products and completed operations coverage maintained for at least two years after completion of the project, for construction contractors only

- Additional Insured Endorsement issued to Arapahoe County, Colorado, its officers, its agents, and its employees acting in the scope of their employment

29.1.3. Automobile Liability: Maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with this Agreement:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado, its officers, its agents, and its employees acting in the scope of their employment

29.2. The Licensee holds insurance under CIRSA, which holds a cert of authority from the Commissioner of Insurance. The above-mentioned coverages shall be procured and maintained by the Licensee's Contractor with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Licensee.

29.3. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Licensee shall be solely responsible for any deductible losses under any policy required above.

29.4. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination, or non-renewal of the policies.

29.5. The Licensee shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

29.6. Failure on the part of the Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

30. INSURANCE CERTIFICATES:

30.1. At the time of executing this Agreement, the Licensee shall deliver to the County (i) a letter of self-insurance with respect to the Licensee and, (ii) with respect to the Licensee's contractors, Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

30.2. These certificates and letter of self-insurance will serve as an indication to the County that the Licensee has acquired all necessary insurance. The County may request, under necessary

circumstances, a copy of the impacted insurance policies; such policies shall be made available but may be redacted to protect any confidential or proprietary information.

30.3. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of Work under this Agreement. The certificates shall identify this Agreement where applicable.

31. INDEMNIFICATION: To extent permitted by law, the Licensee shall be responsible for any liability, loss, damage, or expense (including court costs and attorney fees) of every kind and nature arising out of any breach by the Licensee, its officers, agents, or employees (or Licensee's contractors or subcontractors and any of their officers, agents, or employees) of any of Licensee's obligations set forth in this Agreement, except to the extent caused by any negligent act or omission or willful misconduct of the County or the County's officers, subcontractors, agents, or employees. The Licensee shall also contractually require all contractors and/or subcontractors performing Work pursuant to this Agreement to defend, indemnify, and hold harmless the County, 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 but not limited to court costs, attorneys' fees, and expenses incurred by the County as a result of damages to the County's property or facilities), directly or indirectly arising out of, resulting from, or related to (in whole or in part) this Agreement, any rights or interests granted pursuant to this Agreement, occupation and use of the Licensed Area by such contractors and/or subcontractors, any act or omission of such contractors and/or subcontractors, as well as each of their officers, directors, members, managers, and employees. The Licensee's and Licensee's contractors' obligations under this paragraph shall survive termination of this Agreement.

32. RISK OF LOSS: All personal property, including, but not limited to, fixtures, equipment, vehicles, supplies, and related materials, upon the Licensed Area will be at the risk of the Licensee only, and the County shall not be liable for any damage to or theft or vandalism of such personal property.

33. 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 the 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.

34. ABANDONMENT: If the Licensee does not use the right granted in this Agreement or its Installation(s) for a period of one year, the County may, at its election, consider the rights granted under this Agreement abandoned and terminate this Agreement by giving the Licensee 30 days' written notice.

35. TERMINATION:

35.1. The County may terminate this Agreement for any reason and at any time by giving the Licensee 30 days' written notice.

35.2. In the event of the Licensee's violation of any of the terms of this Agreement, the County 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 County within 30 days after receipt of the written notice of such violation from the County, or such longer period as the

County may permit in writing, the County may elect to cure the violation at the Licensee's sole expense, without prejudice to the County's right to terminate this Agreement.

35.3. Upon termination of this Agreement for any reason, the Licensee shall have 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 under this paragraph and/or does not comply with the restoration obligations stated in this paragraph, the County, without incurring liability, may remove the Installation(s) and/or restore the affected property at the Licensee's sole expense.

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

36. REIMBURSEMENT TERMS: All the County's invoices are due 30 days after the date of invoice. If the Licensee fails to reimburse the County within 30 days, the 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 Wall Street Journal* in the preceding December plus 2.5 percent, or (ii) the maximum rate permitted by law. The Licensee's obligations under this paragraph shall survive termination of this Agreement.

37. 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 County:
Arapahoe County Open Spaces
6934 S. Lima Street, Suite A
Centennial, CO 80112

with a copy to:
Arapahoe County Attorney's Office
5334 S. Prince Street
Littleton, CO 80120

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

If to Denver Water:
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

38. GENERAL PROVISIONS:

38.1. 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.

38.2. Venue and Governing Law. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of Arapahoe County, 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.

38.3. 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.

38.4. 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.

38.5. 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.

38.6. 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 "legal holiday" as such term is defined in Colorado Rule of Civil Procedure 6, then the relevant date shall be extended automatically until the next business day.

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

38.8. Limitation of Liability. County and Licensee, as governmental entities of the State of Colorado, are entitled to certain immunities under Colorado law, including the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as may be amended from time to time. The City shall be solely responsible for addressing any claims that may arise related to the operation of the Licensed Area. The Colorado Constitution prohibits the County and the Licensee from agreeing to indemnify any other party, public or private. In addition, the Colorado Governmental Immunity Act limits the tort liability of public entities and their employees and authorized volunteers acting in the course of authorized governmental undertakings. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise so modified by statute.

38.9. Entire Agreement. This Agreement constitutes the entire agreement between the County 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.

38.10. 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.

38.11. 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.

38.12. Effective Date. This Agreement shall become effective on the date it is signed by the County's Open Spaces Director.

39. SPECIAL PROVISIONS: This Agreement is also subject to the following provisions. To the extent that any such provisions listed below are in conflict with any other provisions of this Agreement, the provisions below shall control and supersede them.

39.1. Once this Agreement is fully executed, the County, as recipient of the Assignment of High Line Canal Encumbrances in Arapahoe County, recorded at Reception No. E4036716, shall process a termination of the Original License Agreement dated February 2, 1981, and this new Agreement shall be in full force and effect.

39.2. In addition, the County shall also terminate a License Agreement dated December 7, 1999 for a traffic signal pole and electrical conduit which was granted to the Licensee. This was filed in Denver Water's Secretary Files under File 330 Doc 303. The License is no longer necessary and is hereby terminated.

39.3. Within the Licensed Area, the parties understand that removal of debris and snow from the High Line Canal Trail concrete trail surface and curb ramps, and maintenance of the landscaping, is the responsibility of South Suburban Park and Recreation District in accordance with the Lease Agreement for Recreational Use of the High Line Canal between Denver Water and South Suburban Park and Recreation District dated March 1, 2007, amended March 30, 2022, and March 30, 2023, and assigned by Denver Water to Arapahoe County pursuant to the Assignment of High Line Canal Encumbrances in Arapahoe County recorded June 12, 2024, at reception number E4036716.

SIGNATURES FOLLOW ON THE NEXT PAGE

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF ARAPAHOE

By: _____
Margina Pingnot, Open Spaces Director,
on behalf of the Board of County Commissioners
pursuant to Resolution No. 26-056

Date: _____

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

By: _____
Kyle Schlachter, Mayor

ATTEST:

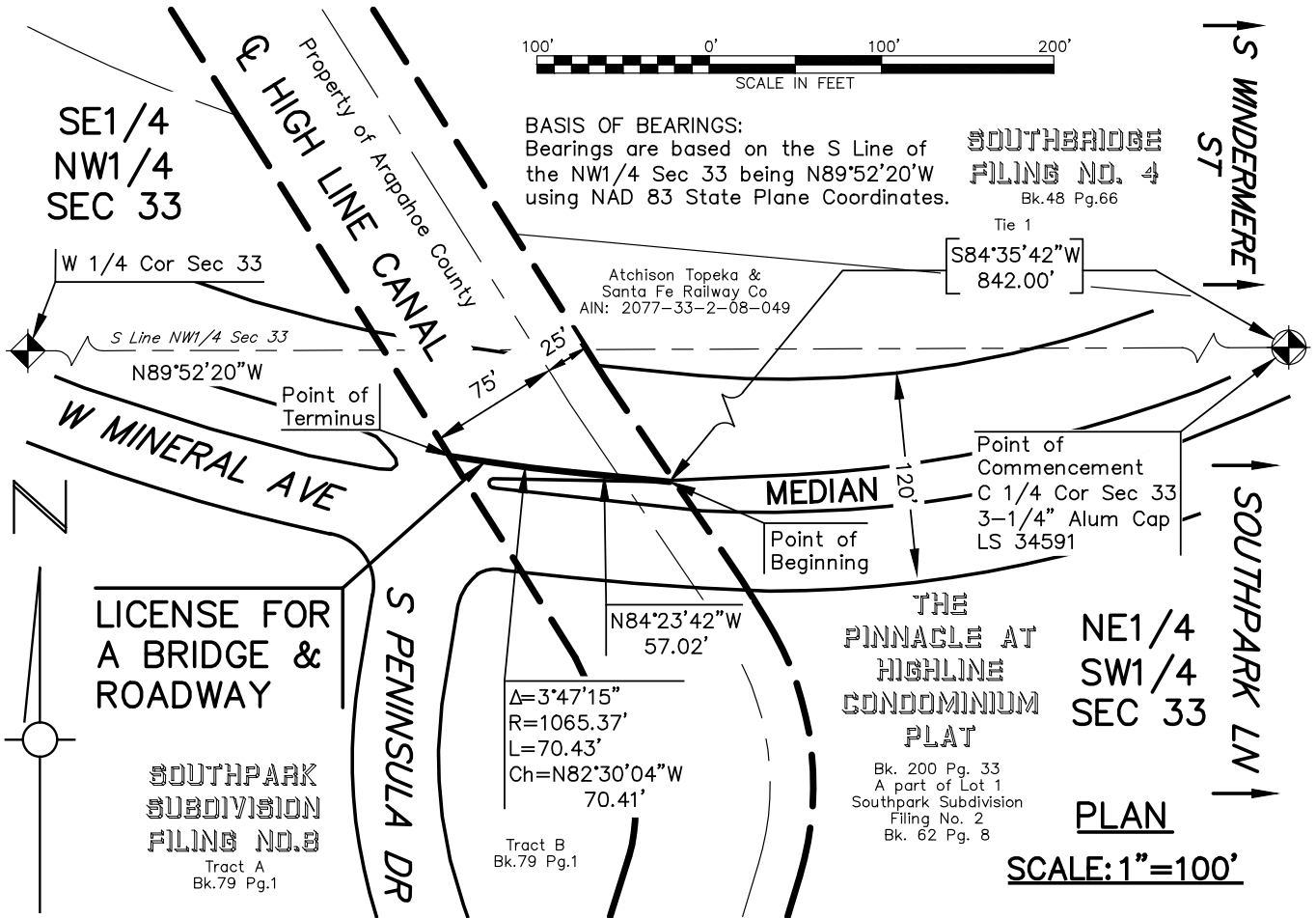
By: _____
Colleen Norton, City Clerk

APPROVED AS TO FORM FOR LITTLETON:

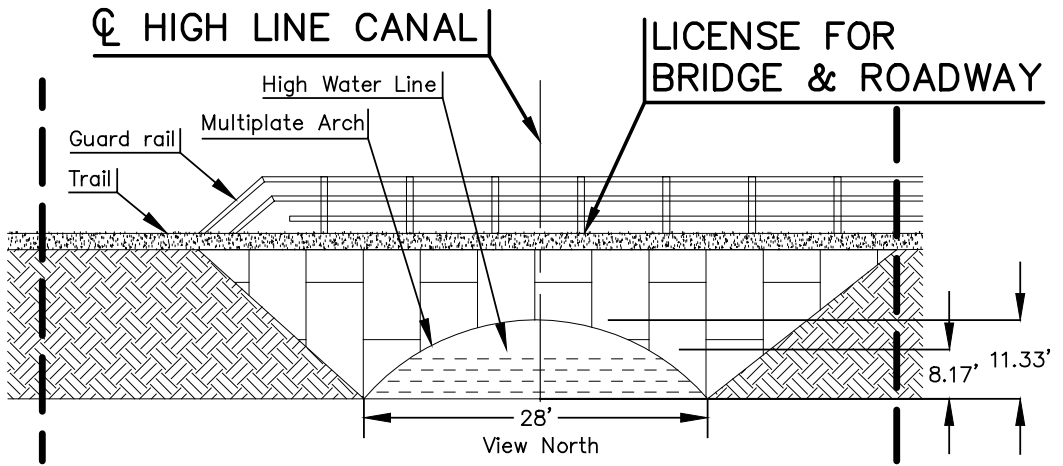
By: _____
Reid Betzing, City Attorney

EXHIBIT A

SW 1/4 SECTION 33, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM
 ----- ARAPAHOE COUNTY -----



PROFILE
 NO SCALE



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

<p>LEGEND</p> <p> LICENSE GRANTED</p> <p> ARAPAHOE COUNTY PROP</p>	<p>DOCUMENT DATED: SEC'Y FILE DOC.</p> <p>RIMS ITEM NO.</p> <p>TRANS NO.</p>	<p>HIGH LINE CANAL</p> <p>LICENSE GRANTED TO THE CITY OF LITTLETON FOR A BRIDGE AND ROADWAY</p>	<p>DENVER WATER</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. ASE</p> <p>APPD. Alex Scott Engelson</p> <p>SHEET 1 OF 3 SHEETS</p>		

W 1/2 SECTION 33, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM
 ----- ARAPAHOE COUNTY -----

PLAN

SCALE: 1"=100'



SCALE IN FEET
Tie 2

SE 1/4
NW 1/4
SEC 33

Property of Arapahoe County
 HIGH CANAL

Point of Beginning
Parcel No. 1

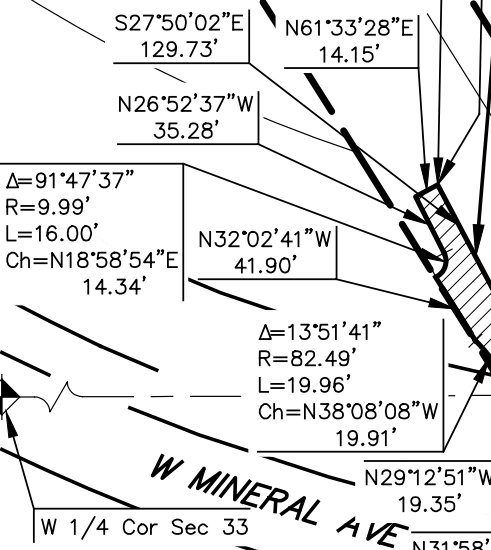
SOUTHBRIDGE
FILING NO. 4
Bk. 48 Pg. 66

PARCEL NO. 1

BASIS OF BEARINGS:
Bearings are based on the S Line of the
NW 1/4 Sec 33 being N89°52'20"W using
NAD 83 State Plane Coordinates.

Point of
Commencement
C 1/4 Cor Sec 33
3-1/4" Alum Cap
LS 34591

AIN: 2077-33-2-08-049
Atchison Topeka & Santa Fe Railway Co
S Line NW 1/4 Sec 33



W 1/4 Cor Sec 33

W MINERAL AVE

Point of Beginning
Parcel No. 2

PARCEL NO. 2

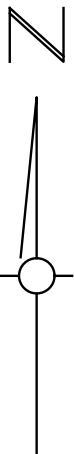
THE
PINNACLE AT
HIGHLINE
CONDOMINIUM
PLAT

Bk. 200 Pg. 33
A part of Lot 1
Southpark Subdivision
Filing No. 2
Bk. 62 Pg. 8

NE 1/4
SW 1/4
SEC 33

SOUTHPARK
SUBDIVISION
FILING NO. 8
Tract A
Bk. 79 Pg. 1

S PENINSULA DR



PARCEL NO. 1 CONTAINS 0.639 ACRE± (2,587 SQ FT)
 PARCEL NO. 2 CONTAINS 0.165 ACRE± (668 SQ FT)

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

<p>LEGEND</p> <p> LICENSED AREA GRANTED</p> <p> ARAPAHOE COUNTY PROP</p>	<p>HIGH LINE CANAL</p> <p>LICENSED AREA GRANTED TO THE CITY OF LITTLETON FOR TRAIL IMPROVEMENTS</p>			<p>DENVER WATER</p> <p>1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org</p>
	<p>DRN.</p> <p>APPD. Alex Scott Engelson</p> <p>SHEET 2 OF 3 SHEETS</p>	<p>PM. LW</p>	<p>S. ASE</p> <p>DATE: FEBRUARY 3, 2026</p>	

W 1/2 SECTION 33, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM
 ----- ARAPAHOE COUNTY -----

SCALE: 1"=100'

PLAN



BASIS OF BEARINGS:
 Bearings are based on the S Line of
 the NW1/4 Sec 33 being N89°52'20"W
 using NAD 83 State Plane Coordinates.

SOUTHBIDGE
FILING NO. 4
 Bk.48 Pg.66

↑ S WINDERMERE ST

↑ SOUTHPARK LN

SE1/4
 NW1/4
 SEC 33

W 1/4 Cor Sec 33

S Line NW1/4 Sec 33
 N89°52'20"W

W MINERAL AVE

PEDESTRIAN
 PEDESTAL/SIGNAL
 W/ ELECTRICAL
 CONDUIT

SOUTHPARK
SUBDIVISION
FILING NO.3
 Tract A
 Bk.79 Pg.1

S PENINSULA DR

Point of
 Beginning
 Crossing 1
 N88°27'05"W
 24.32'

Atchison Topeka &
 Santa Fe Railway Co
 AIN: 2077-33-2-08-049

Tie 4
 N89°55'12"W
 982.66'

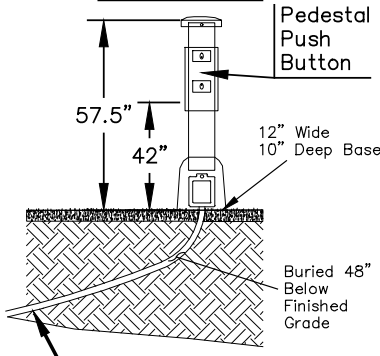
Point of
 Commencement
 C 1/4 Cor Sec 33
 3-1/4" Alum Cap
 LS 34591

Tie 5
 S82°37'21"W
 921.02'

THE PINNACLE AT
HIGHLINE
CONDOMINIUM
PLAT
 Bk. 200 Pg. 33
 A part of Lot 1
 Southpark Subdivision
 Filing No. 2
 Bk. 62 Pg. 8

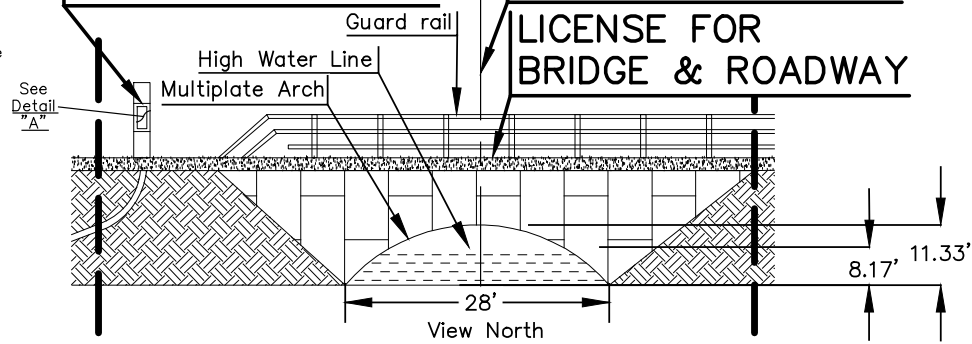
NE1/4
 SW1/4
 SEC 33

Detail "A"



CONDUIT FOR
 ELECTRIC SERVICE

PEDESTRIAN
 PEDESTAL/SIGNAL W/
 ELECTRICAL CONDUIT



PROFILE
 NO SCALE

Q HIGH LINE CANAL
 LICENSE FOR
 BRIDGE & ROADWAY

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

LEGEND LICENSE GRANTED ARAPAHOE COUNTY PROP	HIGH LINE CANAL LICENSE GRANTED TO THE CITY OF LITTLETON FOR TWO (2) PEDESTRIAN PEDESTALS/SIGNALS WITH ELECTRICAL CONDUIT			 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org
	DRN. PM. LW S. ASE APPD. Alex Scott Engelson SHEET 3 OF 3 SHEETS	DATE: FEBRUARY 3, 2026	SCALE: AS SHOWN CAD 22856-16_PMGT	

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"), 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.

DENVER WATER
RECORDS TRANSMITTAL 330 303

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 SW $\frac{1}{4}$ of Sec 33, T5S, R68W of the 6th 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 11/14 day of November, 1977, 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.

F 330 D 303

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.

F330 D303

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.

THIS PROVISION DOES NOT APPLY

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

THIS PROVISION DOES NOT APPLY

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.

THIS PROVISION DOES NOT APPLY

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.

THIS PROVISION DOES NOT APPLY

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.

THIS PROVISION DOES NOT APPLY

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.

THIS PROVISION DOES NOT APPLY

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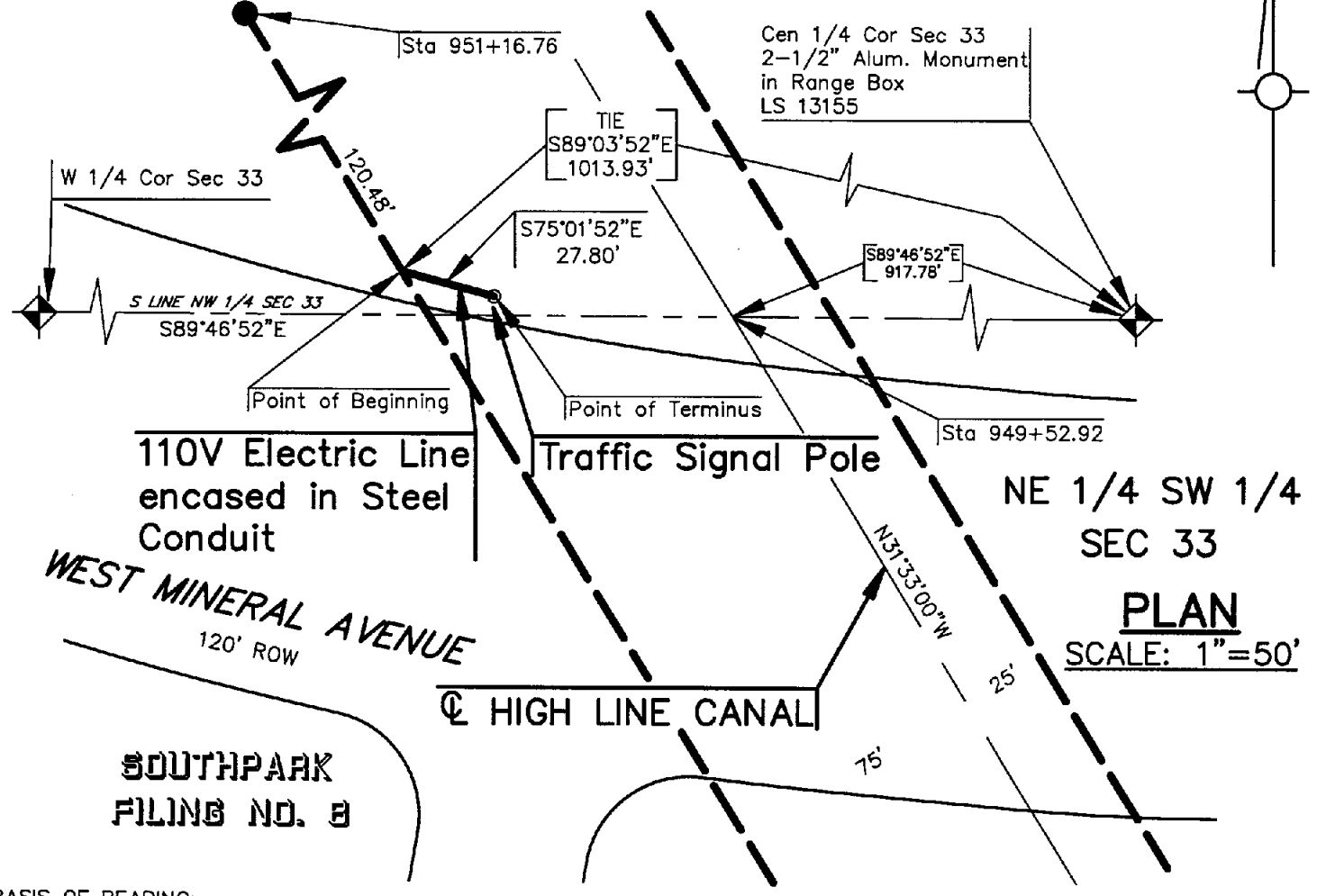
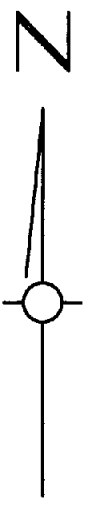
NW 1/4 SECTION 33, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th P M

----- 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**

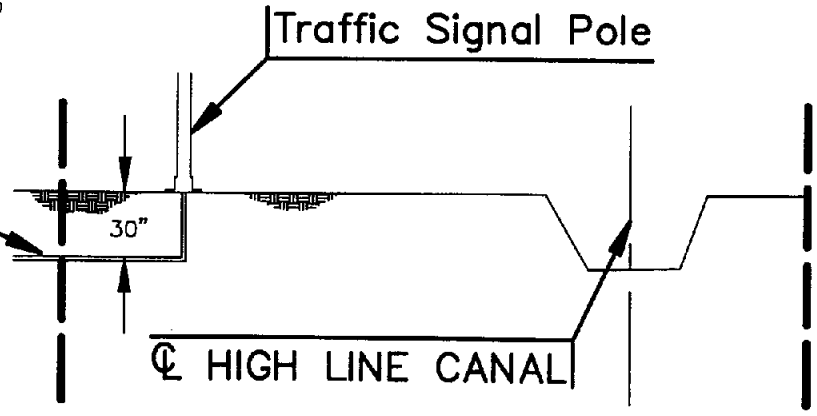


**PLAN
SCALE: 1"=50'**

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

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		

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