

**REVOCABLE LICENSE AGREEMENT BETWEEN
THE TOWN OF COLUMBINE VALLEY, COLORADO AND
THE CITY OF LITTLETON, COLORADO**

This Revocable License Agreement (the "License") is made and entered into by and between **THE CITY OF LITTLETON, CO**, a municipal corporation of the State of Colorado, hereinafter referred to as "the City" and The Town of Columbine Valley, CO, a Municipal Corporation of the State of Colorado, hereinafter referred to as "the Licensee," whose address is 2 Middlefield Road, Columbine Valley, CO 80123 (collectively, the "Parties.")

RECITALS

WHEREAS the City is the owner of South Watson Lane as more particularly depicted in Exhibit A attached hereto, located in Littleton, Arapahoe County, Colorado, ("Property"); and

WHEREAS The Licensee wishes to enter onto the Property to install a license plate reader camera on an existing light pole located on the Property or on a pole to be installed by the Licensee on the Property.

WHEREAS pursuant to the Charter of the City, any license granted by the City must be revocable at will by the City; and

WHEREAS the Licensee has complied with the application procedures set forth in Section 8-1-5 of the City Code and the City is willing to grant a revocable and non-exclusive license to the Licensee under the terms, conditions, and limitations as specified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the City granting the Licensee this revocable license for the construction of the infrastructure as specified herein, the Licensee and the City agree as follows:

1. Grant of Revocable License. Subject to the terms and conditions set forth herein, the City hereby grants a revocable, non-exclusive license, to enter the Property to install a license plate reader camera, in the areas generally depicted on Exhibits A, the "Licensed Area," attached hereto and incorporated by this reference. Said License shall be granted without any warranty of title or interest whatsoever. The rights and privileges granted in this License shall be subject to prior agreements, licenses and/or grants, recorded or unrecorded, if any, located on, over, under, or across the Property and it shall be the Licensee's sole responsibility to determine the existence of said documents or conflicting uses or installations.
2. Consideration. The consideration to be paid by Licensee to the City for the License and privilege granted by this License shall be Ten and 00/100 Dollars (\$10.00), receipt of which is hereby acknowledged by the City, and other good and valuable consideration as herein provided.
3. Term and Termination. The License shall expire and terminate no later than ten (10) years from the effective date of this License ("Expiration").

- a. Notwithstanding the foregoing term, it is specifically understood and agreed that

this License shall continue at the pleasure of the City and shall be subject to immediate revocation in the sole discretion of the City, through the Director of Public Works. More specifically, it is understood and agreed that if the Licensed Area is used for any purpose other than the uses specifically approved herein, or if the Licensee fails to keep said uses in a state of good repair, that this License shall be revoked and immediately terminate. In the event the City, in its sole discretion, revokes this license, the Licensee shall, within a reasonable time, not exceeding thirty (30) days, remove the above-referenced infrastructure. In the event that the Licensee fails, refuses or neglects to remove said infrastructure within such time, the City may remove or cause the removal of such infrastructure, without any liability for damages suffered as a result of or incident to said removal. The City shall charge the costs thereof to the Licensee who hereby agrees to pay such charges plus a ten percent (10%) administrative fee to the City.

- b. This License may also be revoked in the event it is deemed necessary to serve the health, safety, or general public welfare. In the event the City, in its sole discretion, deems it necessary to immediately serve the health, safety or general public welfare, the City may, without further consent by the Licensee, enter upon the Licensed Area and Property and remove or cause to be removed, any uses permitted hereunder, without any liability for damages suffered as a result of or incident to said removal and at the sole expense of the Licensee. The City shall charge the costs thereof to the Licensee who hereby agrees to pay such charges plus a ten percent (10%) administrative fee to the City.
4. Term Extension. Licensee may, by written notice to the City, request an extension of the term of this License no later than one (1) year prior to Expiration, for an additional ten (10) years. The City may conduct a review at any time of the Licensee's compliance with the License and the terms and conditions herein. If City staff determine Licensee has materially complied with License, and without binding itself, the City hereby expresses its intention to grant the extension request pursuant to the same terms and conditions herein. Notwithstanding the foregoing, this License shall automatically extend at the end of the term, unless the City notifies Licensee of its non-compliance in accordance with this Section 4 or the License was previously terminated in accordance with Section 3 above.
5. Liability. To the maximum extent permissible, the Town of Columbine Valley, Colorado and the City of Littleton, Colorado each retain governmental immunity under the Colorado Governmental Immunity Act, and no term of this Agreement shall be construed as an express or implied waiver of governmental immunity. Neither Party shall indemnify the other and both Parties agree to waive any claim for damages against the other party for work performed under this Agreement. Further, no elected official, officer, agent or employee of Littleton or Town of Columbine Valley shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution or approval of this Agreement. In the event of a legal dispute regarding the terms of this Agreement, the government laws shall be the laws of the State of Colorado, the venue shall be the 18th Judicial District, State of Colorado, and each Party shall be responsible for their own attorneys' fees and costs.
6. Insurance Requirements: The Licensee shall not commence any work under this License until it has obtained, at its own expense, all insurance required herein, and such insurance has been approved by the City. Further, the Licensee shall not allow any of its contractors or subcontractors to commence work until all similar insurance required of the contractor

or subcontractor has been obtained.

- a. **Workers' Compensation Insurance:** The Licensee shall obtain and maintain during the term of this License adequate Workers' Compensation Insurance as prescribed by the Worker's Compensation Act, as amended, of the State of Colorado. This insurance shall cover all of employees employed at the site of the work. If any of the work is allowed to be contracted or subcontracted, the Licensee shall require each of the Contractors and Subcontractors to provide similar coverage for all of the Contractor's and Subcontractor's employees to be engaged in such work.
- b. **Public Liability and Property Damage Insurance:** The Licensee shall be required to carry (1) General Public Liability and Property Damage Insurance, including (a) premises operations, (b) explosion collapse and underground hazards, (c) products/completed operations, (d) contractual insurance, (e) broad form property damage including completed operations, (f) independent contractors and (g) personal injury; and (2) Automobile and Truck Public Liability and Property Damage insurance including owned, hired and non-owned autos, to protect itself, its contractors and subcontractors and said additional insured parties named below from claims for public liability or property damage which may arise from operations under this License, whether such operations be by itself or any contractor or subcontractor or anyone directly or indirectly employed by either of them. The contractors and subcontractors will be required to carry Public Liability and Property Damage Insurance in an amount commensurate with the amount of the subcontract, but no less than \$100,000.00 per claim. Each policy required above shall name as additional insured the City, and its directors, officers, agents and employees. The "additional insured wording" should be as follows: *City of Littleton, a Colorado home rule city, the employees, officers, and agents are named as Additional Insured.*
- c. **General Public Liability and Property Damage Insurance and Automobile and Truck Public Liability and Property Damage Insurance** shall be written with a limit of liability of not less than \$1,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person, and not less than \$1,000,000.00 for all damages arising out of bodily injury, including death at anytime resulting therefrom sustained by two or more persons in any one accident and not less than \$600,000.00 for all damages arising out of injury to, or destruction of, property in any one accident, and not less than \$600,000.00 for all damages arising out of injury to, or destruction of, property including City's property during the policy period.
- d. **Proof of Insurance:** Prior to the commencement of any work permitted under this License, the Licensee shall furnish to the City copies of certificates of insurance, endorsements, and exclusions, and shall require any contractor and subcontractor to submit similar evidence before undertaking work permitted under this License. Certificates of such insurance shall be provided to the City and shall contain a clause in this form: *"The above described policies shall not be canceled, modified, or*

amended or coverage reduced without the issuing company providing 30 days advance written notice to the certificate holder.” Insurance obtained by the Licensee shall be subject to approval by the City for adequacy of protection. Neither approval by the City of any insurance supplied by the Licensee, a contractor or subcontractor, nor failure to disapprove such insurance, shall relieve the Licensee, contractor or subcontractors of their obligation to maintain in full force during the term of this License all required insurance as set forth herein.

7. General Terms and Conditions.

- a. Legal Compliance. All of Licensee’s actions while using the Licensed Area or Property must follow federal, state, and local laws and regulations. It shall be the responsibility of the Licensee to receive and obtain any required building or other permits, permissions, and/or approvals from the City or any other governmental or quasi-governmental agency. The granting of this License does not exempt or provide any waiver to Licensee from obtaining all required permits, approvals, and/or permissions.
- b. No Interest In Land. Licensee understands, acknowledges, and agrees that this License does not create an interest or estate in Licensee’s favor in the Licensed Area or Property. The City retains all legal interest within the Property and Licensed Area. Said License merely grants the Licensee the privilege of entering upon the Licensed Area to conduct activities in accordance with this License.
- c. Limitation in Scope. The License granted to the Licensee is limited in scope and any uses performed shall be as provided for in this Agreement, as approved by City. Licensee may permit Licensee’s employees, business invitees, contractors, subcontractors, and agents to use the Licensed Area in accordance with the terms and conditions stated herein.
- d. City Use. The City reserves the right to use the Licensed Area for purposes consistent with the rights and privileges herein granted to Licensee and which will not interfere with or endanger any of Licensee’s uses thereof. The Parties shall work in good faith to minimize any potential interference between Licensee and ongoing use of the Licensed Area and Property, or any portion thereof by the City and/or its agents or assigns.
- e. Enforcement and Restoration. The City may exercise immediate reasonable enforcement, restoration, and conservation actions, when such actions are warranted for the protection or preservation of the Property. Should an activity be undertaken on the Licensed Area or Property, or any portion thereof, to which the Parties have not agreed, the City may require Licensee to immediately cease and desist from such activity. In such case, if the unauthorized activity was performed by Licensee, its employees, agents, guests and invitees, the cost of any restoration of the Licensed Area, Property, or any portion thereof, shall be borne by Licensee. If the City is required to undertake or defend legal action to successfully enforce its rights hereunder, it shall be entitled to an award of its attorneys fees and costs.
- f. Assignment. This License is personal to Licensee and may not be assigned without the City’s advance written consent. The obligations and liabilities of this License

Agreement shall extend to, and be binding upon, the heirs, successors and assigns of the Licensee.

- g. Recordation. This License shall be recorded prior to the commencement of any work and shall be recorded in the real property records of the County Clerk and Recorder's Office in which the infrastructure is located.
- h. Survival. Upon termination or abandonment of any right or privilege herein granted, the right of Licensee to that extent shall terminate, but the Licensee's obligation to indemnify and save harmless the City, its officers and employees, shall not terminate in any event.

This Revocable License Agreement shall become effective upon the date of execution by all Parties hereto.

CITY OF LITTLETON, CO,
a municipal corporation.

APPROVED AS TO FORM:

KYLE SCHLACHTER
MAYOR

REID BETZING
CITY ATTORNEY

Date

Date

ATTEST

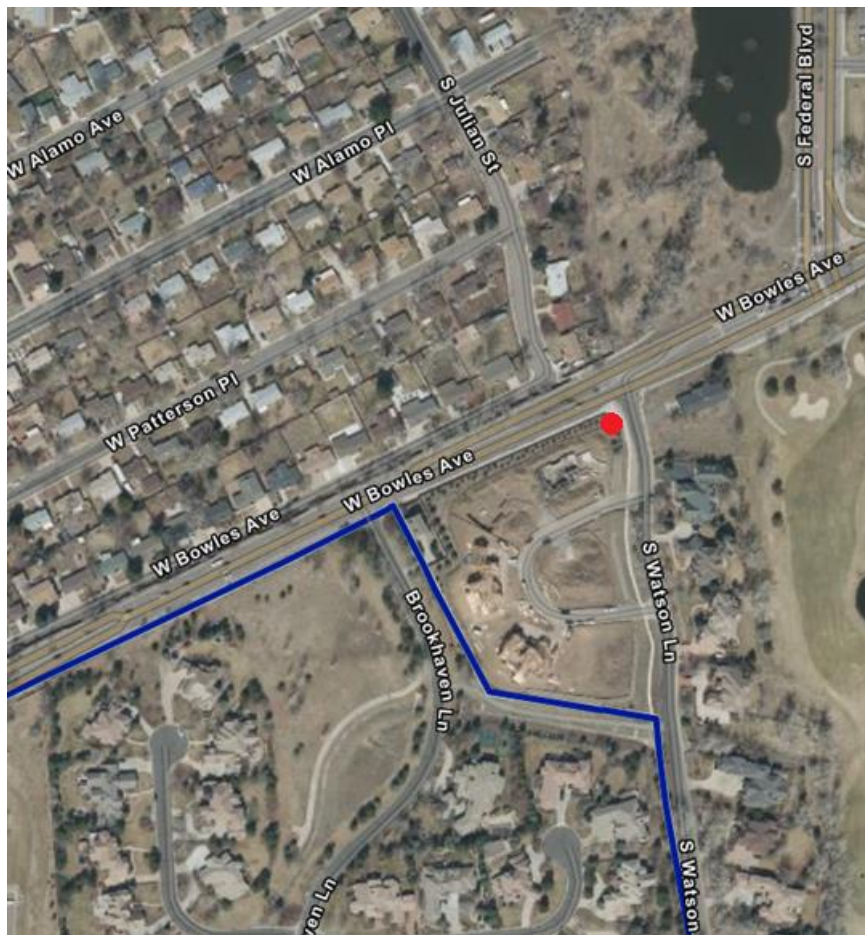
COLLEEN L. NORTON
CITY CLERK

LICENSEE

Columbine Valley, Colorado
A Municipal Corporation of the State of Colorado

BRUCE MENK
MAYOR

EXHIBIT A



Red Dot: License Area