

EXHIBIT I

**Columbine Country Club
Assignment of Maintenance License**

**Denver Board of Water Commissioners
License Agreement**

**Nevada Ditch Holding Company
Assignment of License Agreement**

**Public Service Company of Colorado
License Agreement**

ASSIGNMENT OF MAINTENANCE LICENSE

This **ASSIGNMENT OF MAINTENANCE LICENSE** (the "Assignment") is made and entered into this ____ day of _____, 20__, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor"), and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, Columbine Country Club ("Columbine") and the District entered into that certain Interceptor Redesign and Access Agreement, dated October 6, 2006, for the purpose of consolidating all understandings and commitments between the parties relating to the redesign and construction of the District's Pipeline, as such term is defined in the Agreement, away from the thirteenth green, the repair and replacement of any damaged irrigation facilities, and limited access over Columbine's maintenance road to the District's temporary construction access easement (the "Agreement"); and

WHEREAS, pursuant to Paragraph 2.d. of the Agreement, Columbine granted to the District a revocable, non-exclusive license for access across Columbine's maintenance road for the purpose of permitting the District to access the District's Pipeline to inspect and perform maintenance activities on the pipeline ("Maintenance License"); and

WHEREAS, Paragraph 2.d. of the Agreement further provides that Columbine agrees that the District may assign the Maintenance License to the City of Littleton, Colorado; and

WHEREAS, the District has conveyed, or intends to convey, the Pipeline installed and constructed within the Easement area to the City; and

WHEREAS, as part of such conveyance, the District desires to assign and transfer to the City all the District's right, title, obligation, and interest in, to, and under Maintenance License; and

WHEREAS, the City is willing to accept from the District said assignment of all the District's right, title, obligation, and interest in, to, and under the Maintenance License.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. The District hereby assigns to the City all the District's right, title, obligation, and interest in, to, and under that certain Maintenance License as described in Paragraph 2.d. of the Agreement attached hereto as Exhibit A, provided however, the District reserves the right to utilize the Maintenance License to access and inspect the Pipeline as deemed necessary and appropriate by the District to ensure the integrity of the entire Pipeline.

2. The City hereby accepts from the District the assignment of the District's right, title, obligation, and interest in, to, and under that certain Maintenance License as described in Paragraph 2.d. of the Agreement.

3. Upon execution of this Assignment, the District shall have no further right, title, obligation or interest in, to, and under the Maintenance License except as otherwise provided in Paragraph 1 hereof, and shall provide written notice of this Assignment to Columbine.

4. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

5. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

ASSIGNEE:

ATTESTED:

CITY OF LITTLETON, COLORADO

City Clerk

By: _____
President of City Council

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A

Interceptor Redesign and Access Agreement

INTERCEPTOR REDESIGN AND ACCESS AGREEMENT

This INTERCEPTOR REDESIGN AND ACCESS AGREEMENT (the "Agreement"), made and entered into this 10th day of OCTOBER, 2006, by and between ROXBOROUGH WATER AND SANITATION DISTRICT (formerly the Roxborough Park Metropolitan District), a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and the COLUMBINE COUNTRY CLUB, a Colorado non-profit corporation ("Columbine"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District is empowered by §32-1-1004, C.R.S., to provide water and wastewater service within its boundaries; and

WHEREAS, the District is in the process of constructing a regional sanitary sewer pipeline (the "Pipeline") for the purpose of transporting wastewater from the District to the Littleton-Englewood Bi-City Wastewater Treatment Plant; and

WHEREAS, a portion of the District's Pipeline will be located on property owned by the Colorado Water Conservation Board (the "CWCB") and located adjacent to Columbine; and

WHEREAS, the District has obtained a temporary construction easement and permanent easement from the CWCB, both dated March 30, 2006, and recorded in the Arapahoe County Clerk and Recorder's Office on April 7, 2006 at Reception Nos. B6054373 and B6054374, respectively, to permit the District to construct and maintain a portion of the Pipeline on CWCB's property, which property is adjacent to Columbine's golf course (the "Easement"); and

WHEREAS, Columbine has arranged to obtain an easement from CWCB to permit Columbine to put certain golf course improvements within said easement; and

WHEREAS, Columbine has redesigned and constructed a portion of its golf course on property owned by CWCB in or in close proximity to the District's Easement; and

WHEREAS, the Pipeline will be located in certain areas where Columbine recently redesigned and reconstructed the thirteenth green and the seventh hole tee-boxes which are located directly within the District's Easement; and

WHEREAS, if constructed as originally designed, the Pipeline project would require the District to trench portions of the new thirteenth green and portions of 3 of the 5 new tee boxes on the seventh hole, and would require the removal and/or destruction of multiple irrigation facilities located within the Easement area; and

WHEREAS, Columbine has requested that the District redesign and construct the Pipeline away from the thirteenth green and closer to the South Platte River; and

Arapahoe County Clerk & Recorder, Nancy A. Doty
Reception #: B6159883
Receipt #: 5306522 Recording Fee: \$61.00
Pages Recorded: 12
Date Recorded: 11/9/2006 10:41:29 AM



WHEREAS, Columbine has requested that the District mitigate and/or repair any damage to Columbine irrigation facilities; and

WHEREAS, the District is willing to redesign and construct the Pipeline away from the thirteenth green provided that Columbine pays the District's costs associated with such redesign and construction; and

WHEREAS, Columbine owns a maintenance road extending from Driver Lane across Columbine's property to the location of the District's Easement; and

WHEREAS, the District has requested limited access over Columbine's maintenance road during the District's construction of the Pipeline and very limited access on an ongoing basis thereafter to inspect and perform emergency repairs on (where no other access is practically available) the District's Pipeline, insofar as it borders Columbine; and

WHEREAS, the District and Columbine desire to enter into this Agreement for the purpose of consolidating all understandings and commitments between the Parties relating to the redesign and construction of the District's Pipeline away from the thirteenth green, the repair or replacement of any damaged irrigation facilities, and limited access over Columbine's maintenance road to the District's Easement.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Redesign and Construction. The District hereby agrees to redesign and construct the District's Pipeline away from the thirteenth green of the Columbine golf course, as more particularly depicted in Exhibit A attached hereto. Columbine agrees to pay to the District the amount of Forty Thousand Dollars (\$40,000) for the cost of the District's reasonable expenses associated with this Agreement, of which \$20,000 shall be paid upon execution of this Agreement and \$20,000 at the completion of the construction activities as described in paragraph 2(a).

2. Access to Maintenance Road.

a. Temporary Construction Access Easement. Columbine hereby grants to the District a non-exclusive temporary construction access easement on and across Columbine's maintenance road extending from Driver Lane across Columbine's property to the location of the District's Easement, as depicted in Exhibit B attached hereto (the "Access Easement"). The term of the Access Easement shall commence immediately upon execution of this Agreement and shall expire on September 30, 2007, or upon written notice from the District to Columbine that the District's construction activities related to use of the Access Easement have been completed, whichever is the first to occur. The District's use of the Access Easement shall be subject to the terms set forth below. Payment by Columbine to the District as provided in paragraph 1 shall be

reduced by \$5,000 per month for each month after May 31, 2007, that the District continues to use the Access Easement, provided however, the District shall be entitled to use the Access Easement after May 31, 2007 until the termination of the Access Easement with no reduction in payment so long as such use is limited to reseeded activities except as needed for reseeded activities continues to use the Access Easement.

b. Traffic Control and Safety. The District shall require its contractor(s) to provide for traffic safety in and around the Access Easement as if the Access Easement was a public thoroughfare and shall take all reasonable steps to ensure public safety.

c. Use During Construction. The Parties further acknowledge that during construction of the District's Pipeline, the District and its contractors and subcontractors shall utilize the maintenance road with the minimum number trucks and other equipment, based upon industry standards for projects of similar size and scope, necessary for the construction of a reach of the Pipeline located approximately ¼ mile north of the Columbine property and extending in a southerly direction to Mineral Avenue.

The District's use of the Access Easement shall be limited to normal construction hours. The District shall use its best reasonable efforts to complete construction of the reach of the Pipeline described above and cease use of the Access Easement not later than May 31, 2007. However, in the event construction and use of the Access Easement cannot be completed by said date, the District shall be entitled to use of the Access Easement until the termination date set forth in Paragraph 2(a), above.

The District agrees to use its best reasonable efforts, and to cause its contractor(s) and subcontractors to do likewise, to minimize the amount of dirt removed from the reach of the Pipeline Easement described above via Columbine's maintenance road. Such efforts may include coordinating with Columbine to "lose" the dirt removed from the Pipeline trench in agreed upon areas on or adjacent to Columbine property.

d. Use Post Construction. Columbine hereby grants to the District a revocable, non-exclusive license for access across Columbine's maintenance road for the purpose of permitting the District to access the Pipeline to inspect and perform maintenance activities on the Pipeline (the "Maintenance License"). The term of the Maintenance License shall commence immediately upon termination of the Access Easement granted above. The District shall be permitted use of the maintenance road for purpose of inspecting and repairing the District's Pipeline facilities for so long as Columbine has the maintenance road; provided, however, if Columbine no longer has the maintenance road, Columbine shall allow alternative access to the District's Easement so long as the access does not interfere with Columbine's uses. Barring an emergency, the District does not anticipate heavy use of the maintenance road pursuant to the Maintenance License. The Parties acknowledge that it is difficult to ascertain exactly how many vehicles will utilize the Maintenance License on an annual basis; however, the District agrees to use its best reasonable efforts to minimize the number of vehicles utilizing the Maintenance License. The District shall be allowed to utilize the maintenance road for repair of the Pipeline with the vehicles and equipment necessary in

the event of an emergency in which the District has no other practical means of access to resolve the emergency. In the event of such an emergency, the District shall provide notice to Columbine, at the first practical opportunity, of the extent of the emergency and schedule for completing any repairs. In the event of such emergency the Parties shall coordinate the schedule of the repairs, to the extent reasonably practicable, to limit interference with Columbine's uses. Columbine agrees that the District may assign the Maintenance License to the City of Littleton, Colorado.

3. Repair and Replacement of Damaged Irrigation Facilities. The District agrees to repair and replace, at its expense, any Columbine irrigation facilities damaged during construction of the Pipeline. Such irrigation facilities shall be repaired and/or replaced as near as possible to the condition existing prior to commencement of the District's construction activities.

4. Restoration of Maintenance Road. The District agrees to restore at its sole expense, Columbine's maintenance road or other access provided by Columbine, as near as is reasonably possible to the condition the same existed immediately prior to the District's first use of the Access Easement.

5. Indemnification. To the extent permitted by law, the District hereby agrees to indemnify and save harmless Columbine, its successors and assigns, and each of its directors, officers, employees, agents and consultants, from all claims and/or causes of action, including mechanic's liens, arising out of this Agreement, and in that regard agrees to pay any and all costs incurred by Columbine as a result thereof, including settlement amounts, judgments and reasonable attorneys' fees. Nothing in this Agreement shall be construed as a waiver by the District of any of the provisions of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. The District shall immediately pay the cost of repair of damage to any Columbine improvements damaged by the District or its contractor(s). The District shall cause its contractor(s) to have reasonable liability insurance.

6. Amendments. This Agreement may be amended only by mutual agreement of the Parties; and shall be evidenced by a written instrument authorized and executed with the same formality as this Agreement is executed.

7. Assignment. Except as set forth herein, neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned or delegated in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any improper attempt to assign or delegate the Agreement, in whole or in part shall be deemed void and of no force or effect. Consent to one assignment and/or delegation shall not be deemed to be consent to any subsequent assignment and/or delegation or the waiver of any right to consent to such subsequent assignment and/or delegation.

8. Notice. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally, sent by facsimile with a hard copy sent immediately thereafter via First Class U.S. Mail, or sent via First Class U.S. Mail, postage prepaid and return receipt requested, and addressed to the parties at the information set forth below. Notice shall be considered given when delivered personally

and sent by facsimile with a hard copy sent immediately thereafter via First Class U.S. Mail, and shall be considered received on the earlier of the day on which such notice is actually received by the party to whom it is addressed, or the third day after such notice is mailed.

If to District: Roxborough Water and Sanitation District
6222 North Roxborough Park Road
Littleton, CO 80125
Attn: Larry D. Moore, General Manager

With a copy to: Alan D. Pogue
Pogue, Corbetta & O'Leary, P.C.
821 Seventeenth Street, Suite 600-B
Denver, CO 80202

If to Columbine: Nelson Scott, General Manager
Columbine Country Club
17 Fairway Lane
Columbine Valley, CO 80123
Attn: Nelson A. Scott

With a copy to: T. Edward Icenogle, Esq.
Icenogle, Norton, Smith and Blieszner, P.C.
821 Seventeenth Street, Suite 600
Denver, Colorado 80202

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement, provided that the Parties both agree that the severed provision does not alter the intent and/or purpose of the Agreement.

11. Integration. This Agreement represents the entire, integrated agreement between the Parties with respect to the matters set forth herein and supersedes all negotiations, representations or agreements with respect to those matters, either written or oral.

[Remainder of page intentionally left blank.]

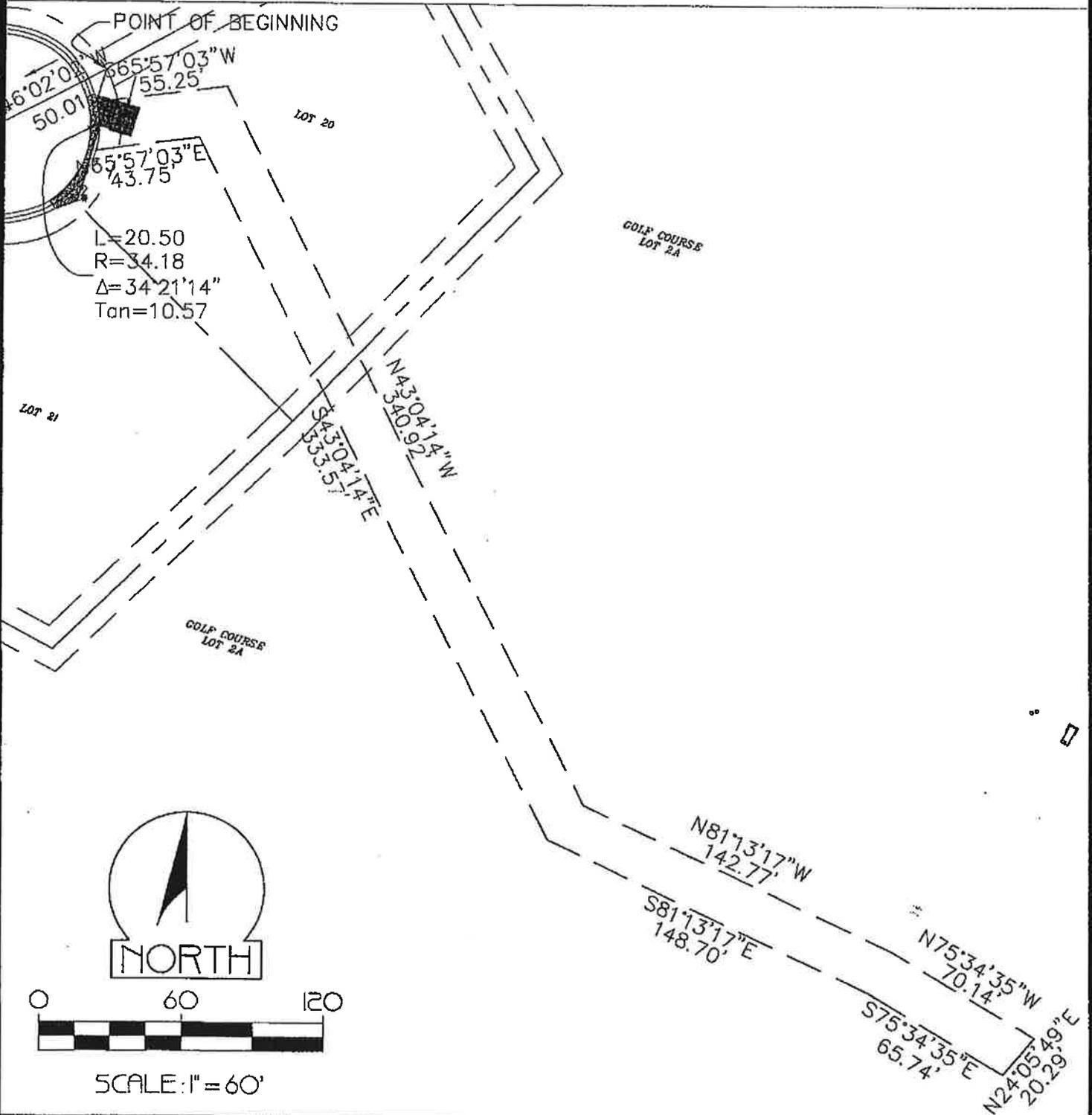
EXHIBIT A

Location of District's Pipeline



Club Maintenance Road

EXHIBIT "A"
 MAINTENANCE ROAD TEMPORARY CONSTRUCTION EASEMENT
 SECTION 19, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO



SURVEYED BY:	MAINTENANCE ROAD EASEMENT	CLIENT:	JOB NUMBER:
DRAWN BY:		TOWN OF COLUMBINE VALLEY	06-002-TCV-352
CHECKED BY:	 2000 South Winchester, Suite 200, Englewood, CO 80150 Phone (303) 200-0500 Fax (303) 200-1239	LOCATION:	FILE NUMBER:
DATE:		SIXTH PRINCIPAL MERIDIAN	SCALE:
08-23-06		ARAPAHOE COUNTY, COLORADO	1" = 60'
			SHEET:
			1 of 2

EXHIBIT B

Location of Columbine Maintenance Road

EXHIBIT "B"
 MAINTENANCE ROAD TEMPORARY CONSTRUCTION EASEMENT
 SECTION 19, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO

AN 20.00 FOOT EASEMENT LOCATED IN LOT 20 AND LOT 2A, SAID TRACT BEING IN SECTION 19, TOWNSHIP 5 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 18, COLUMBINE VALLEY COUNTRY CLUB, AND THENCE SOUTH 1°06'29" EAST, FOR A DISTANCE OF 14.50 FEET TO THE TRUE POINT OF BEGINNING,

THENCE NORTH 65°57'03" WEST, FOR A DISTANCE OF 55.25 FEET;
 THENCE SOUTH 43°04'14" EAST, FOR A DISTANCE OF 340.92 FEET;
 THENCE SOUTH 81°13'17" EAST, FOR A DISTANCE OF 142.77 FEET;
 THENCE SOUTH 75°34'35" EAST, FOR A DISTANCE OF 70.14 FEET;
 THENCE SOUTH 24°05'49" WEST, FOR A DISTANCE OF 20.29 FEET;
 THENCE NORTH 75°34'35" WEST, FOR A DISTANCE OF 65.74 FEET;
 THENCE NORTH 81°13'17" WEST, FOR A DISTANCE OF 148.70 FEET;
 THENCE NORTH 43°04'14" WEST, FOR A DISTANCE OF 333.57 FEET;
 THENCE SOUTH 65°57'03" WEST, FOR A DISTANCE OF 43.75 FEET;
 THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A DELTA OF 34°21'14" AND A LENGTH OF 20.50 TO THE POINT OF BEGINNING.

CONTAINING 11988 SQUARE FEET OR 0.275 ACRES MORE OR LESS.

THE BEARINGS CONTAINED WITHIN THIS LEGAL ARE BASED UPON A BEARING OF SOUTH 46°02'02" WEST, 50.01 FEET BETWEEN THE SOUTHEAST CORNER OF LOT 18 AND THE SANITARY SEWER MANHOLE AT THE CENTER OF DRIVER LANE CUL-DE-SAC. POINTS MORE PARTICULARLY DESCRIBED AS LOT CORNER PIN N 1643952.0468 E 3134099.9370 AND CENTER OF MANHOLE LID N 1643917.3311 E 3134063.9453.

BEING IN SECTION 19, TOWNSHIP 5 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, STATE OF COLORADO.

FOR AND ON THE BEHALF OF
 ICON ENGINEERING, INC.

TROY CARMANN
 PROFESSIONAL ENGINEER No. 36640

SURVEYED BY: DRAWN BY: <i>DDB</i> CHECKED BY: <i>TWC</i> DATE: <i>08-23-06</i>	<h2 style="margin: 0;">MAINTENANCE ROAD EASEMENT</h2> <div style="text-align: center; margin-top: 20px;">  <p>ICON ENGINEERING, INC. <small>800 South Platte Street, Suite 300, Englewood, CO 80122 Phone: (303) 221-0800 Fax: (303) 221-0107</small></p> </div>	CLIENT: <i>TOWN OF COLUMBINE VALLEY</i> LOCATION: <i>DRIVER LANE</i> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black;">SECTION</td> <td style="border: 1px solid black;">TOWNSHIP</td> <td style="border: 1px solid black;">RANGE</td> </tr> <tr> <td style="text-align: center;"><i>19</i></td> <td style="text-align: center;"><i>5S</i></td> <td style="text-align: center;"><i>68W</i></td> </tr> </table> SIXTH PRINCIPAL MERIDIAN ARAPAHOE COUNTY, COLORADO	SECTION	TOWNSHIP	RANGE	<i>19</i>	<i>5S</i>	<i>68W</i>	JOB NUMBER: <i>06-002-TCV-352</i> FILE NUMBER: SCALE: <i>1" = 60'</i> SHEET: <i>2 of 2</i>
SECTION	TOWNSHIP	RANGE							
<i>19</i>	<i>5S</i>	<i>68W</i>							

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the **CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, a Municipal Corporation of the State of Colorado**, herein referred to as "Board," and the **City of Littleton, a Municipal Corporation of the State of Colorado**, herein referred to as "Licensee" (whether grammatically singular or plural).

WITNESSETH:

On August 10, 2006, the Board and Roxborough Metropolitan District ("Roxborough") entered into an unrecorded License Agreement to construct, utilize, maintain, repair, and replace a 24-inch PVC sanitary sewer main within the Board's 8" water main property interests, attached and incorporated herein ("Roxborough License"); and

The 24-inch PVC sanitary sewer main has been constructed by Roxborough; and

Roxborough has conveyed the 24-inch PVC sanitary sewer main to the City of Littleton; and

This License to the City of Littleton is for the same Board property interests and the same existing 24-inch PVC sanitary sewer main described in the Roxborough License.

WHEREAS:

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 to construct, utilize, maintain, repair, and replace the existing 24-inch PVC sanitary sewer main within and across the Board's 12-inch water main (see Section 37a herein) property at the location described on the Board's CAD drawing(s) 17865-1, attached and incorporated herein.

1. All equipment, installations, and other activities are subject to the approval of the Board.
2. **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 CAD drawing(s) 17865-1, attached and incorporated herein.

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, maintenance 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.

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 forty-eight (48) hours prior to commencing work. In the event of an emergency, the Licensee shall notify the Board at 303-628-6801 (Dispatch). During regular working hours, the Licensee shall notify the Board's **LOCATE CENTER at 303-628-6666**.

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 seven (7) days from the date of finalization of the authorized activity. In the event clearing and restoration of the area is not completed within the seven (7) days, the Board may complete that work at the sole expense of the Licensee.

8. 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.

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 and at the sole expense of the Licensee.

10. The Licensee hereby expressly agrees to defend, indemnify, and hold harmless, **insofar as 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, **insofar as it legally may**, 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. Certain Board properties may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act (ESA). Licensee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA.

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

14. 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.

15. If the Licensee does not use the right herein granted or its installation for a period of one (1) year, or if the Licensee shall at any time fail to 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 ten (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.

16. 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, **insofar as it legally may**, the Board, its officers, employees, and agents, shall not terminate in any event.

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

18. Licensee shall pay for all materials joined or affixed to the Board property and shall pay in full all persons who perform labor upon the Board property and obtain lien releases for all such materials and labor, which shall be provided to the Board, and shall not permit any mechanic's or materialman's lien of any kind or nature to be enforced against that Board property for any work done and materials furnished thereon at the instance, request, or on behalf of Licensee.

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

20. All Board roads and fencing that are disturbed by the Licensee's installation shall be restored to a condition satisfactory to the Board's representative within **seven (7) days** from the date of finalization of the authorized activity. Board roads and fencing that 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. **The Licensee shall at no time obstruct Board roadways or ingress to or egress from such roadways.** 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 **seven (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.

21. If the Licensee's activity requires the clearance, trimming, or complete removal of trees located within the Board's property, the Licensee must obtain permission from the Board's **Locate Center @ 303-628-6666**. 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. Licensee shall replace any trees removed or damaged in accordance with the current Board's policy, as described in Exhibit "B," attached and incorporated herein.

22. 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.

23. 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. 24. The Licensee shall place and maintain permanent, visible markers of a type and at locations designated by the Board's representative to define the centerline of the Licensee's installation. If the placing of the centerline markers is not completed within **seven (7) days** following the finalization of construction, the Board may complete the work at the expense of the Licensee.

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

25. 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.

26. The Licensee shall maintain a minimum overhead clearance of twenty-five (25) feet over the Board's

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

28. 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 fourteen (14) feet in width, but may be wider, as determined by the Board's representative.

29. 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 location 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.

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

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

32. Upon completion of the restoration of the canal property by the Licensee, which may include, but is not limited to, re-seeding as defined in Exhibit "C," attached hereto and made a part hereof, to the satisfaction of the Board's representative. If the restoration is not completed by the Licensee to the satisfaction of the Board's representative within the **seven (7) days** set by this License Agreement, the Board will perform the restoration at the expense of the Licensee.

33. 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 time 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.

34. The Licensee shall place two (2) permanent marker posts, one at each end of the installation and on its centerline, to the satisfaction of the Board's representative. Each permanent marker post shall be filled with concrete and installed to allow a three (3) foot extension above the surface of the ground. The marker posts shall extend a minimum of two (2) 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 1 ½-inch stenciling.

35. 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 **seven (7) days** from the finalization 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

36. 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.

37. This License Agreement is subject to the following special provisions:

a. The Roxborough License and attached parcel map incorrectly stated the Board's main was 8 inches when it was 12 inches. This error has been corrected in this License and parcel map to state the Board's main is 12 inches.

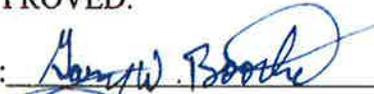
b. The term, "construction" as used herein includes all construction subsequent to the initial construction of the 24-inch PVC sanitary sewer main. The term "construction" does not authorize construction of another sanitary sewer main within the Board property unless it is the reconstruction of the existing 24-inch PVC sanitary sewer main.

c. Licensee agrees to assume all liability, **insofar as it legally may**, for any damages, past or future to the Board's property interests and any Board facilities, including but not limited to the presence or use of hazardous materials as described in Section 11 herein.

d. On the effective date of this License, the Roxborough License will automatically terminate with no further action required.

THIS LICENSE AGREEMENT shall become effective on the date it is signed by the Director of Engineering.

APPROVED:

By: 
Gary W. Boothe
Manager of Real Estate

APPROVED AS TO FORM:

By: 
Legal Division

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

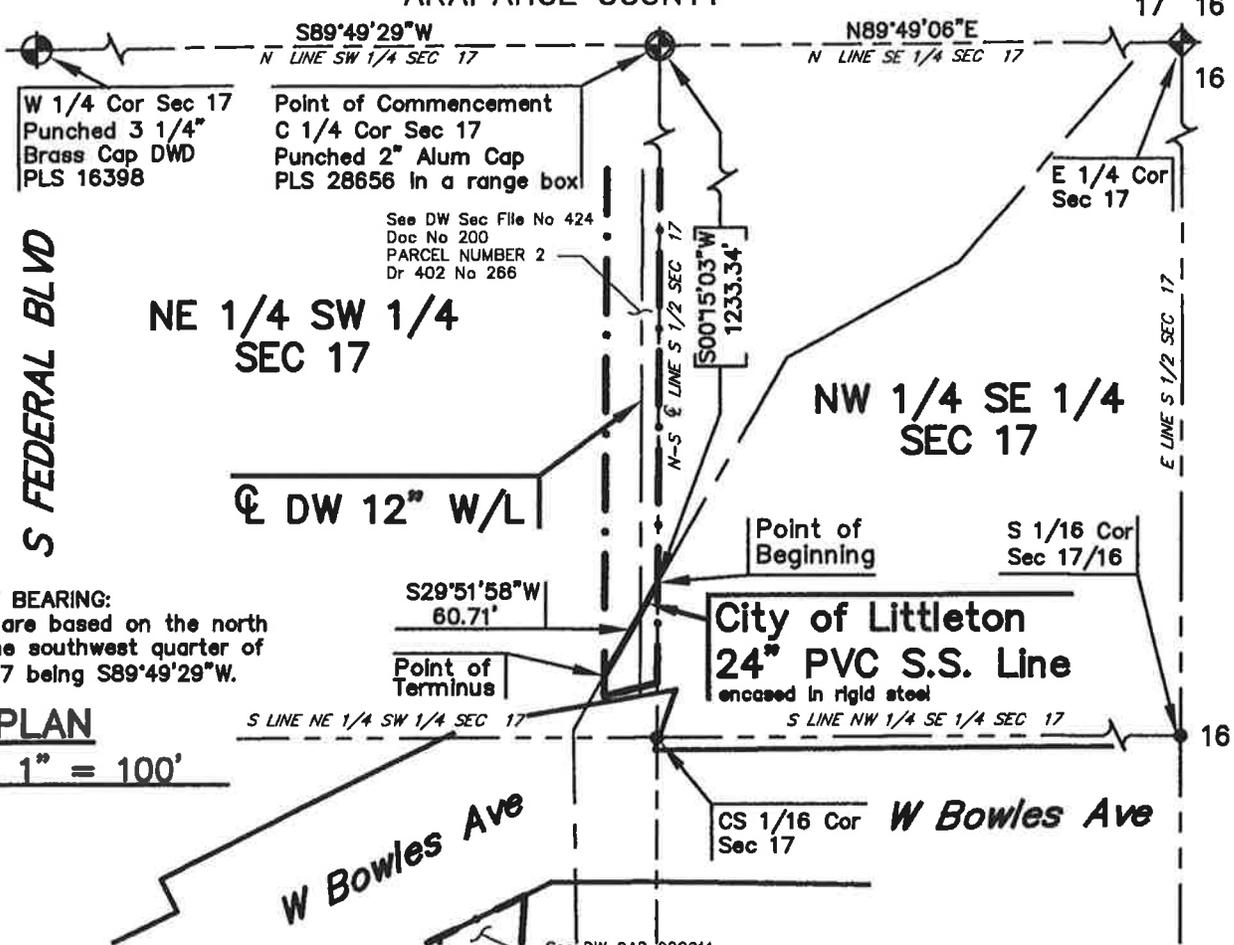
By: _____
Robert J. Mahoney,
Director of Engineering
Date: _____

LICENSEE:

CITY OF LITTLEON, a Municipal
Corporation of the State of Colorado

By: _____
Phil Cernanec
President of City Council
Address: 2255 West Berry Avenue
Littleton, CO 80120
Phone: 303-795-3700

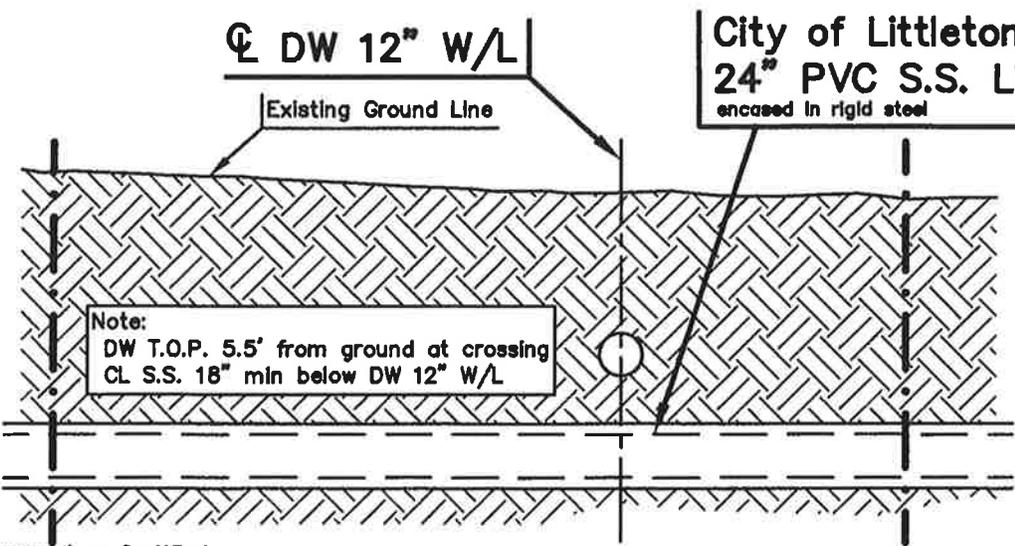
SW 1/4 SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM
 ----- ARAPAHOE COUNTY -----



BASIS OF BEARING:
 Bearings are based on the north
 line of the southwest quarter of
 Section 17 being S89°49'29\"/>

PLAN
 SCALE 1" = 100'

PROFILE
 NO SCALE



Note:
 DW T.O.P. 5.5' from ground at crossing
 CL S.S. 18" min below DW 12" W/L

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

<p>LEGEND</p> <p> LICENSE GRANTED</p> <p> BNDRY EXISTING DW ESMT</p>	<p>DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. CARD NO.</p>	<p>MAIN 12"</p> <p>LIC GRANTED FOR RPMD 24" PVC S.S. LINE TO THE CITY OF LITTLETON</p>	<p>DENVER WATER</p> <p>1800 West 12th Avenue Denver, Colorado 80204 Phone (303)828-8000 Fax (303)628-6224 www.denverwater.org</p>	
	<p>DRN. LAB. PM. LAB. S. GF</p> <p>APPD. <i>[Signature]</i></p>			<p>SCALE: AS SHOWN</p>
	<p>SHEET 1 OF 1 SHEET</p>			<p>DATE: JANUARY 27, 2015</p>

AGREEMENT DATE: August 10, 2006
(To be completed by Denver Water - Property Management)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, a Municipal Corporation of the State of Colorado, herein referred to as "Board", and **Roxborough Park Metropolitan District** herein referred to as "Licensee" (whether grammatically singular or plural).

WITNESSETH:

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 **24" PVC sanitary sewer line** within and across the Board's **8" main** property at the location described on the Board's CAD drawing(s) 12945-2, 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 CAD drawing(s) 12945-2, 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, maintenance 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.

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 forty-eight (48) hours prior to commencing work. In the event of an emergency, the Licensee shall notify the Board at 303-628-6801 (Dispatch). During regular working hours, the Licensee shall notify the Board's **LOCATE CENTER** at **303-628-6666**.

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 seven (7) days from the date of finalization of the initial construction or authorized activity. In the event clearing and restoration of the area is not completed within the seven (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 and at the sole expense of the Licensee.

10. The Licensee hereby expressly agrees to defend, indemnify, and hold harmless, insofar as 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, insofar as it legally may, 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. Certain Board properties may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act (ESA). Licensee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA.

THIS PROVISION DOES NOT APPLY

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

14. 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.

15. If the Licensee does not use the right herein granted or its installation for a period of one (1) year, or if the Licensee shall at any time fail to 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 ten (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.

16. 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.

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

18. Licensee shall pay for all materials joined or affixed to the Board property and shall pay in full all persons who perform labor upon the Board property and obtain lien releases for all such materials and labor, which shall be provided to the Board, and shall not permit any mechanic's or materialman's lien of any kind or nature to be enforced against the Board property for any work done and materials furnished thereon at the instance, request, or on behalf of Licensee.

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

20. All Board roads and fencing that are disturbed by the construction of the Licensee's installation shall be restored to a condition satisfactory to the Board's representative within seven (7) days from the date of finalization of the initial construction or authorized activity. Board roads and fencing that 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. **The Licensee shall at no time obstruct Board roadways or ingress to or egress from such roadways.** 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 seven (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.

21. 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 **(CHOOSE EITHER) Locate Center at 303-628-6666 or High Line Canal District Foreman at 303-628-6000**. The Licensee will be responsible for all clean up of any trimmings and the removal of tops, 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. Licensee shall replace any trees removed or damaged in accordance with the current Board policy, as described in Exhibit "B", attached hereto and made a part hereof.

22. 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.

23. 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.

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

25. 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.

26. The Licensee shall maintain a minimum overhead clearance of twenty-five (25) feet over the Board's

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

28. 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 fourteen (14) feet in width, but may be wider, as determined by the Board's representative.

29. 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.

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

31. The High Line Canal from the confluence with Little Willow Creek to the discharge diversion structure at Sand Creek is a "Waters of the United States", subject to the federal Clean Water Act (33 U.S.C. § 125 et seq.). Licensee shall be responsible for complying with the federal Clean Water Act and obtaining any necessary permits from the proper regulatory authority prior to conducting its activity.

Licensee shall supply the Board with documentation proving that such authority has been obtained or that such permission is not required by the regulatory authority.

32. 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, which may include, but is not limited to, re-seeding as defined in Exhibit "C" attached hereto and made a part hereof, 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 **seven (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.

33. 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 pursuant 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.

34. The Licensee shall place two (2) permanent marker posts, one at each end of the installation and on its centerline, to the satisfaction of the Board's representative. Each permanent marker post shall be filled with concrete and installed to allow for a three (3) foot extension above the surface of the ground. The marker posts shall extend a minimum of two (2) 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 one-and-a-half (1½) inch stenciling.

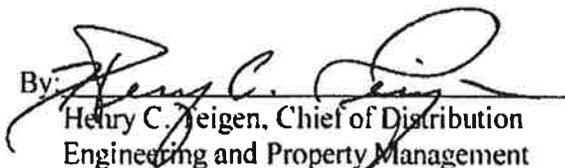
35. The Board has authorized certain recreational activities along and within its property. Prior to the commencement of any construction or activity pursuant to this License Agreement within the property, the Licensee shall notify the Board's Recreational Use Entity. All paved trails and other recreational 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 **seven (7) days** from the finalization 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

36. 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.

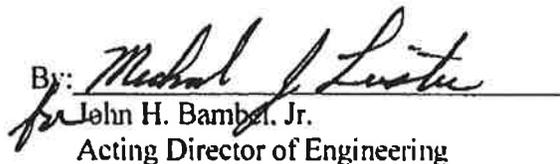
37. This License Agreement is also subject to the following special conditions: NONE

THIS LICENSE AGREEMENT shall become effective on the date it is signed by the Director of Engineering.

ATTESTED AND APPROVED:

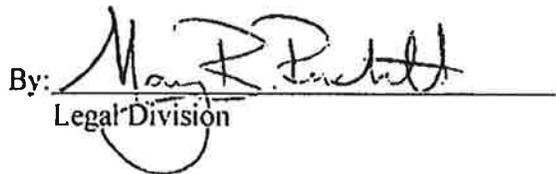
By: 
Henry C. Zeigen, Chief of Distribution
Engineering and Property Management

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

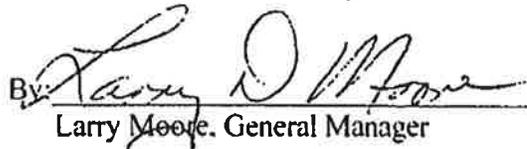
By: 
John H. Bamba, Jr.
Acting Director of Engineering

Date: 8/10/06

APPROVED AS TO FORM:

By: 
Legal Division

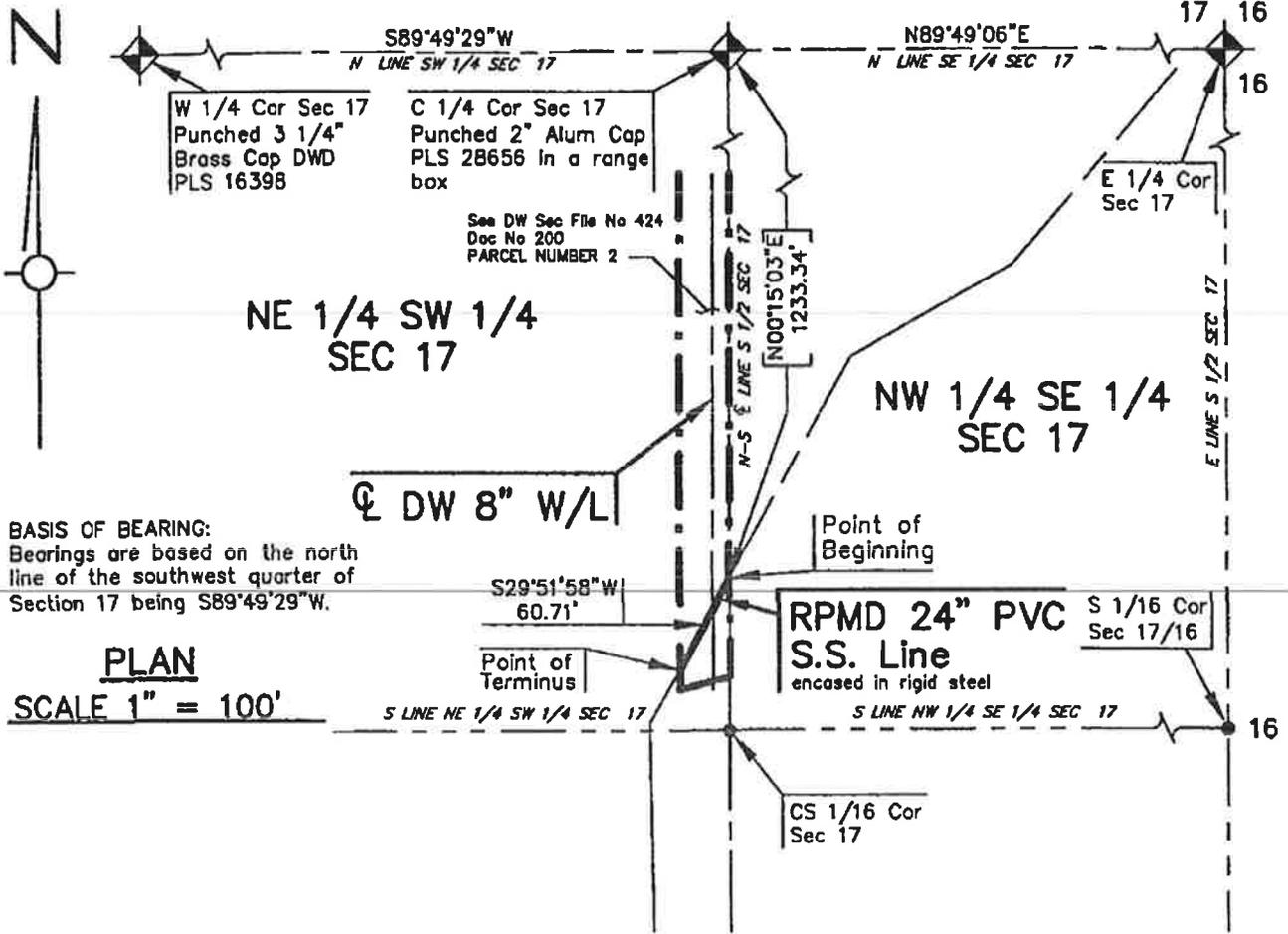
LICENSEE:
Roxborough Park Metropolitan District

By: 
Larry Moore, General Manager

Address:
6222 N. Roxborough Park Rd.
Littleton, CO 80125

Telephone Number: 303-979-7286

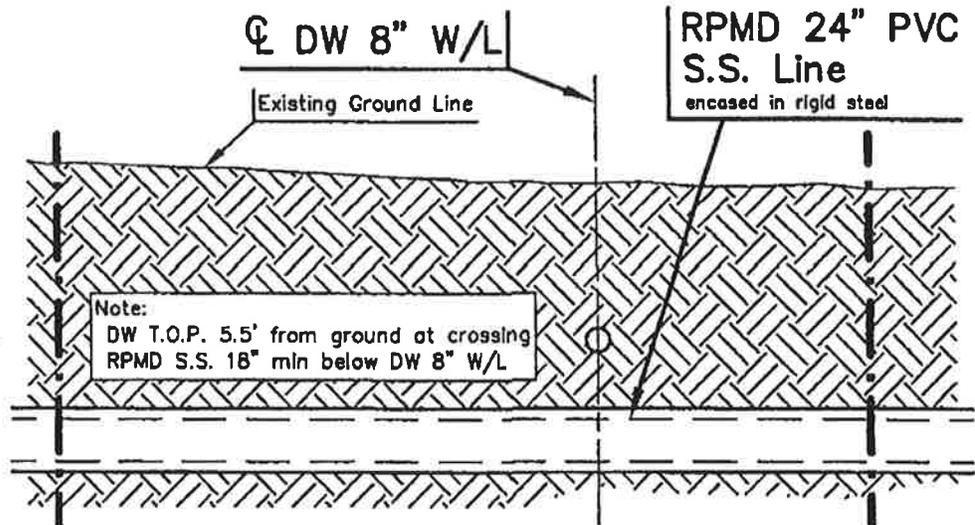
SW1/4 SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th P M
 ----- ARAPAHOE COUNTY -----



BASIS OF BEARING:
 Bearings are based on the north
 line of the southwest quarter of
 Section 17 being S89°49'29"W.

PLAN
 SCALE 1" = 100'

PROFILE
 NO SCALE



LEGEND

 BNDRY EXISTING D.W.D. ESMT
 LICENSE GRANTED

DOCUMENT DATED
 SEC'Y FILE DOC.
 RIMS ITEM NO.
 CARD NO.
 DRN. *IPM. LAB IS. 6P*
 APPD *David J. Thompson*
 SHEET 4 OF 4 SHEET

D DENVER WATER
 MAIN 8"
 LIC GRANTED FOR RPMD 24" PVC S.S. LINE
 TO ROXBOROUGH PARK METRO DISTRICT
 DATE: JULY 7, 2006
 SCALE: AS SHOWN
 CAD 12945-2_PMGT

ASSIGNMENT OF LICENSE AGREEMENT

This **ASSIGNMENT OF LICENSE AGREEMENT** (the "Assignment") is made and entered into this ____ day of _____, 20__, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor") and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, the Nevada Ditch Holding Company (the "Company") and the District entered into that certain License Agreement, dated October 10, 2006, for the purpose of consolidating all understandings and commitments between the parties relating to the Company's grant of a license to the District for the District's construction, installation, operation and maintenance of a sanitary sewer pipeline ("Improvements") located on certain real property owned by the Company (the "License Agreement"); and

WHEREAS, the District has conveyed, or intends to convey, the Improvements installed and constructed within the Easement area to the City; and

WHEREAS, as part of such conveyance, the District desires to assign and transfer to the City all the District's right, title, obligation, and interest in, to, and under the License Agreement; and

WHEREAS, the City is willing to accept from the District said assignment of all the District's right, title, obligation, and interest in, to, and under the License Agreement; and

WHEREAS, Paragraph 22 of the License Agreement requires the Company's consent of the assignment of the License Agreement to the City; and

WHEREAS, the Company has consented to this Assignment of License Agreement as provided in Exhibit B attached hereto.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. The District hereby assigns to the City all the District's right, title, obligation, and interest in, to, and under that certain License Agreement attached hereto as Exhibit A.
2. The City hereby accepts from the District the assignment of the District's right, title, obligation, and interest in, to, and under that certain License Agreement.
3. Upon execution of this Assignment, the District shall have no further right, title, obligation or interest in, to and under the License Agreement.

4. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

5. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

ASSIGNEE:

ATTESTED:

CITY OF LITTLETON, COLORADO

City Clerk

By: _____
President of City Council

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A
LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this__10_th day of October, 2006, between the Nevada Ditch Holding Company herein referred to as the "Company"; and Roxborough Water and Sanitation District 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 company interest in land and may some times be referred to herein as "Company property".

The Company, 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:

1. Any construction initiated under this License shall be performed and completed according to the plan and within the tolerance given on the Company's drawing (s) attached hereto and made part hereof.
2. The Licensee, at least thirty (30) days prior to the proposed date for commencement of the work hereby authorized, shall submit to the Company 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 except for emergency repairs will be permitted on the licensed premises until the Company has approved the plans therefor.
3. The Licensee shall notify the Company at least three (3) days prior to commencement of the construction of, modifications or repairs to Licensee's installation, so that the Company 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 Company of the nature and extent of any such emergency work.
4. In granting this License, the Company reserves the right to make full use of the property involved as may be necessary or convenient in the operation of the ditch system under the control of the Company and the Company retains all right in operate, maintain, install, repair, remove or relocate any of its facilities located within the Company's property at any time and in such a manner as it deems necessary or convenient. In the event Licensee's installation should interfere with the Company's use or operation of its property, at any time hereafter, the Licensee shall, upon request by the Company and at Licensee's sole expense, immediately relocate or rearrange its installation so as not to interfere with any such company 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 10 days from the date of commencement or initial construction or repairs. In the event clearing and restoration of the area is not completed within the time specified, the Company may complete the work at the sole expense of the Licensee.
6. The Licensee shall, if required by the company, place and maintain permanent, visible markers of a type and at locations designated by the company to define the centerline of Licensee's installation. If the placing of the centerline makers is not completed within the time specified, the company may complete the work at the expense of the Licensee.
7. Licensee shall be responsible for obtaining any permits that may be required by state or federal laws prior to commencement of the work. Compliance with all state and federal laws and regulations as they apply to work authorized in this License is the sole responsibility of Licensee.
8. Unless prohibited or otherwise mandated by state or federal laws and regulations, Licensee, at its expense, may trim or cut down trees, shrubs or brush when necessary for the construction of its facility and shall remove and dispose of the cutting debris to the satisfaction of the Company.
9. Guy wires and/or anchors and all structures, including manholes, vaults, junction boxes, etc., shall be installed only at locations specifically authorized herein.
10. Unless prohibited or otherwise mandated by state or federal laws and regulations, all trenches and excavations within company 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 compaction; the Licensee shall be required to grade, mix or otherwise process wet material proper moisture content or haul in suitable material.
11. Underground electric power line installations shall be encased in rigid steel conduit within the Company's property.
12. Licensee shall not and will not be permitted to discharge water into or upon any Company property of facility, but shall provide for carriage of any water over or across Company property or facility in a manner satisfactory to the Company at no expense to the Company.
13. At no time shall Licensee interfere with the flow of water in Company facilities and Licensee shall assume all risks incident to the presence of water in Company facilities.
14. The irrigation season is generally from April 1 until November 1, each year and water may be flowing in the Company's facility during this time. Any construction

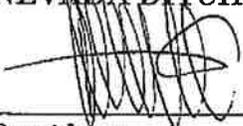
contemplated pertaining to this may not be done during the period in which water is flowing in the Company's facility unless special authorization is obtained from the Company prior to commencement of said construction.

15. Licensee will use all reasonable means to prevent any loss or damage to the Company or to others resulting from the construction, modifications, replacement, repair, operation and maintenance of Licensee's installation. Any repair or replacement of any of the Company's installation on its property made necessary, in the opinion of the Company, because of the construction modification, operation, maintenance, repair or replacement of Licensee's installation, shall be made only by the Company and at the sole expense of the Licensee.
16. Licensee, insofar as it legally may, hereby expressly agrees to defend, indemnify and hold harmless the Company, its officers, agents, employees and insurers against any liability, loss, damage, demand, actions, cause or action or expense of whatever nature (including court costs and attorney's fees) to the extent the same are due to the Licensee's negligence which may result from any loss, injury, death or damage allegedly sustained by the Licensee or any person, firm, corporation or other entity, which arises out of or is caused by any act or omission of Licensee, its officers, agents, or employees (or Licensee's employees). All damage to the Licensee's installation shall be repaired at no expense to the Company.
17. Licensee shall maintain a minimum overhead clearance of 25 feet over the Company's facility, measured vertically from the existing ground line to the lowest point of the Licensee's installation.
18. All work authorized by this License shall be performed by the Licensee at no expense to the Company and, except as otherwise set forth herein, Licensee shall own and maintain its installation thereafter.
19. 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 Company's property hereunder and to resolve any conflict.
20. 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 Company may, at its election and after thirty (30) days notice to comply, revoke this License 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 Company's property. In the event Licensee does not remove said installation within the time allowed the Company, without incurring liability, may remove said installation at Licensee's expense.
21. 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 Company, its officers, employees and agents, shall not terminate in any event.

22. The rights granted Licensee hereunder may not be assigned without the written consent of the Company.
23. The base license fee (\$2000.00) includes eight (8) hours of inspection by the Company and if the Company requires further inspection, Licensee shall pay therefor at the rate of \$130.00 per hour. Ditch Company engineering review fees applicable to this project are not included in the license fee and will be paid by the licensee.

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

NEVADA DITCH HOLDING COMPANY



President

L I C E N S E E

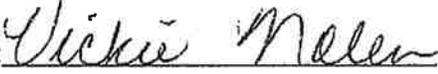
The undersigned authorized officer of Roxborough Water and Sanitation District has read the foregoing License and agrees for and in behalf of said that it will accept and will abide by all the terms and conditions thereof.

Roxborough Water and Sanitation District



General Manager

ATTEST:

By: 

Secretary/Treasurer

ADDRESS:

6222 N. Roxborough Park Road, Littleton, Colorado 80125

Phone: 303-979-7286



EXHIBIT B

CONSENT TO ASSIGNMENT OF LICENSE AGREEMENT

CONSENT TO ASSIGNMENT OF LICENSE AGREEMENT

NEVADA DITCH HOLDING COMPANY (the "Company") and Roxborough Water and Sanitation District (the "District") entered into that certain License Agreement, dated October 10, 2006, for the purpose of consolidating all understandings and commitments between the parties relating to the Company's grant of a license to the District for the District's construction, installation, operation, and maintenance of a sanitary sewer pipeline located on certain real property owned by the Company.

The District desires to assign to the City of Littleton, Colorado, all of the District's right, title, obligation, and interest in, to, and under the License Agreement.

By signature below and in accordance with Paragraph 22 of the License Agreement, the Company hereby consents to the District's assignment to the City of Littleton, Colorado, of all of the District's right, title, obligation, and interest in, to and under the License Agreement.

Dated this 19 of NOVEMBER, 2014.

NEVADA DITCH HOLDING COMPANY

By: 
Its: PRESIDENT

Licensee: City of Littleton

File With Document #: 67706, 67707, 67708, 67709,
67115, 67716, 67717, 67723, 83599, 83601, 85999,
87403

Investigation #: 2014-319

Line No. 062

Plat No. 2062-2.3, 2.4, 2.6, 2.11
12/05

Agent: J. Craig

Engineer:

Section 17, 20, 31, Twp 5 South, Rge 68 West
Arapahoe County

LICENSE AGREEMENT

This LICENSE AGREEMENT ("License") is made this _____ day of _____ 2015 by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, hereinafter called "Licensor," and, the CITY of LITTLETON, a Colorado municipal corporation hereinafter called "Licensee."

RECITALS

A. Licensor is the owner of **easements or rights-of-way** for utility facilities (the "Premises"), and desires to protect the facilities located thereon and preserve the future use of said easements or rights-of-way, which is more particularly described as follows:

numerous electric transmission line easements of various widths located in Sections 17, 20 and 31 of Township 5 South, Range 68 West, 6th P.M., Arapahoe County, Colorado.

B. Licensee desires to maintain a sanitary sewer line of varying widths, either 36" or 24" ("licensed facility") in, under, or along portions of the Premises as more particularly shown on Exhibit A, attached hereto and made a part hereof, and desires to obtain Licensor's permission therefore.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor hereby grants to Licensee, with respect to such interest as Licensor may have in the Premises, the authorization to construct, operate, maintain, repair, inspect, remove, and replace the licensed facility in, on, under, or along the Premises, subject to the following:

(1) Licensor is the owner of a limited interest in the Premises. Licensee shall bear the sole obligation of obtaining from the fee title owner of the Premises or others owning proprietary interest in the Premises, such authority or rights as Licensee may need in addition to this license for Licensee's use of the Premises. Licensee agrees that any authorization granted herein is subject to Licensee obtaining such additional authorization.

(2) Licensor intends to use the Premises for the construction, operation, maintenance, repair, replacement, and relocation of its utility facilities, and the rights herein granted to Licensee for the use of the Premises are subject to the rights of Licensor to use the Premises for such purposes, which rights Licensor hereby expressly reserves.

(3) Licensee shall contact the Utility Notification Center of Colorado (1-800-922-1987) for location of any underground utilities, at least two working days prior to the commencement of construction on the Premises. Further, if Licensor has constructed electric transmission facilities on the Premises, Licensee shall contact Licensor's Electric Transmission Lines department at (303) 273-4669 at least four working days prior to the commencement of construction on the Premises. At the discretion of Licensor's Electric Transmission Lines department, construction activities on the Premises shall be performed only when Licensor's representative is present. The instructions of such representative relating to the protection of Licensor's facilities will be followed by Licensee, and will be considered conditions of this authorization.

(4) Licensee shall not do or permit to be done any blasting above, underneath, or near facilities on the Premises without first having received prior written permission from Licensor. Any blasting shall be done in the presence of a representative of Licensor and in accordance with directions such representative may give for the protection or safety of facilities in the area.

(5) Any damage to the Premises, or to Licensor's facilities located on the Premises, as a result of the construction, operation, maintenance, repair, inspection, removal, replacement, or relocation of the licensed facility shall be paid for or repaired at the expense of Licensee.

(6) Licensee agrees and understands that if Licensor has constructed natural gas gathering, storage, transmission, distribution, or related facilities on the Premises, Licensee has been fully advised by Licensor that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Premises, pursuant to the provisions of this license, of the existence and nature of such natural gas facilities and the danger and risk involved.

(7) Licensee agrees and understands that the natural gas facilities of Licensor, if located on the Premises, may be subject to cathodic protection by rectifier and related anode beds, and that Licensor shall not be liable for stray current or interfering signals induced in the licensed facility as a result of the operating of Licensor's cathodic protection system.

(8) Licensee agrees and understands that if Licensor has constructed electric transmission, distribution, or related facilities on the Premises, Licensee has been fully advised by Licensor that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Premises, pursuant to the provisions of this license, of the existence and nature of such electric facilities and the potential danger and risk involved.

(9) (a) (i) As used in this license, the term "Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

(ii) As used in this license, the term "Injury" means (1) death, personal injury, or property damage; (2) loss of profits or other economic injury; (3) disease or actual or threatened health effect; and (4) any consequential or other damages.

(b) To the extent permitted by law, Licensee covenants and agrees to at all times protect, indemnify, hold harmless, and defend Licensor, its directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims arising from, alleged to arise from, or related to any Injury allegedly or actually occurring, imposed as a result of, arising from, or related to (1) this license; (2) the construction, existence, maintenance, operation, repair, inspection, removal, replacement, or relocation of the electric transmission or distribution; natural gas gathering, storage, transmission, or distribution; or any other utility facilities located on the Premises; or (3) Licensee's or any other person's presence at the Premises as a result of or related to this license.

(c) Licensee's duty to protect, indemnify, hold harmless, and defend hereunder shall apply to any and all Claims and Injury, including, but not limited to:

(i) Claims asserted by any person or entity, including, but not limited to, employees of Licensee or its contractors, subcontractors, or their employees;

(ii) Claims arising from, or alleged to be arising in any way from, the existence at or near the Premises of (1) electric power generation, transmission, distribution, or related facilities; (2) electricity or electromagnetic fields; (3) natural gas gathering, storage, transmission, distribution, or related facilities; or

(iii) Claims arising from, or alleged to be arising in any way from, the acts or omissions of Licensee, its sublessees, invitees, agents, or employees.

(d) By agreeing to indemnification hereunder, Licensee does not waive any provisions of the Colorado Governmental Immunity Act.

(10) A copy of this license shall be on the Premises and available during construction of the licensed facility.

(11) This license is not transferable or assignable without the express written permission of Licensors.

(12) Upon abandonment of the use of the Premises by Licensee or removal of the licensed facilities, this license shall terminate.

(13) This license shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

(14) This license may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

(15) Additional Provisions: None.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURES ON NEXT PAGE

EXHIBIT A SHT 1 OF 5

NE COR SEC 17 T. 5 S. R. 68 W. 6TH P.M.

XCEL ENERGY
PERMANENT EASEMENT

BELLEVUE AVE

RPMQ TEMP
CONSTRUCTION
EASEMENT

RPMQ PERMANENT
EASEMENT

RPMQ WW PIPELINE

XCEL ENERGY
POWER POLES #32

XCEL ENERGY OHE LINE
XCEL ENERGY
PERMANENT EASEMENT

PRINCE ST

S 43° 02' W
61.16 FT

RPMQ PIPE DEPTH
(8 FT B.O.P.)

44 FT

RPMQ PIPE DEPTH
(11 FT B.O.P.)

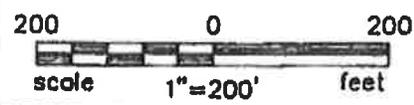
XCEL ENERGY
POWER POLES #33

11 FT

24 FT

SANTE FE DRIVE

SHEET 1 OF 5



ROXBOROUGH WATER AND SANITATION DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

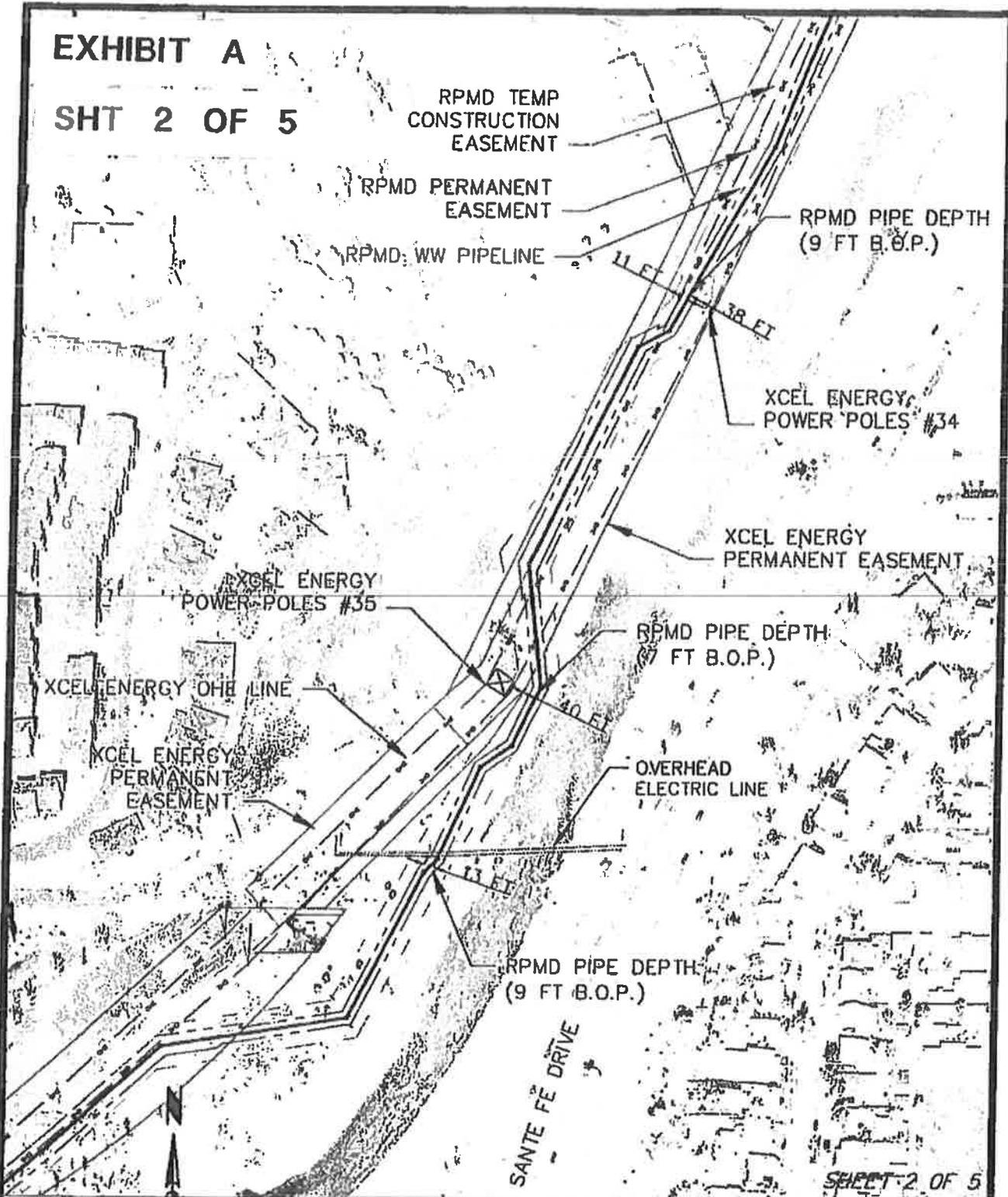
XCEL ENERGY SHEET 1

JOB NO. 001.104.09

DATE SEPT 2006

EXHIBIT A

SHT 2 OF 5



SHEET 2 OF 5

ROXBOROUGH WATER AND SANITATION DISTRICT

SANITARY SEWER EASEMENT

XCEL ENERGY SHEET 2



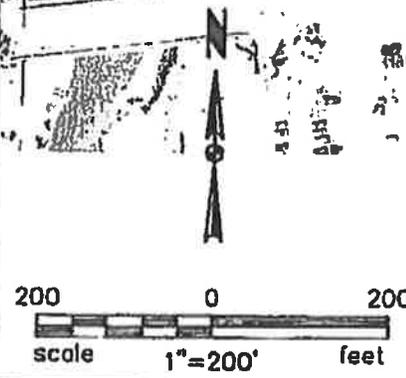
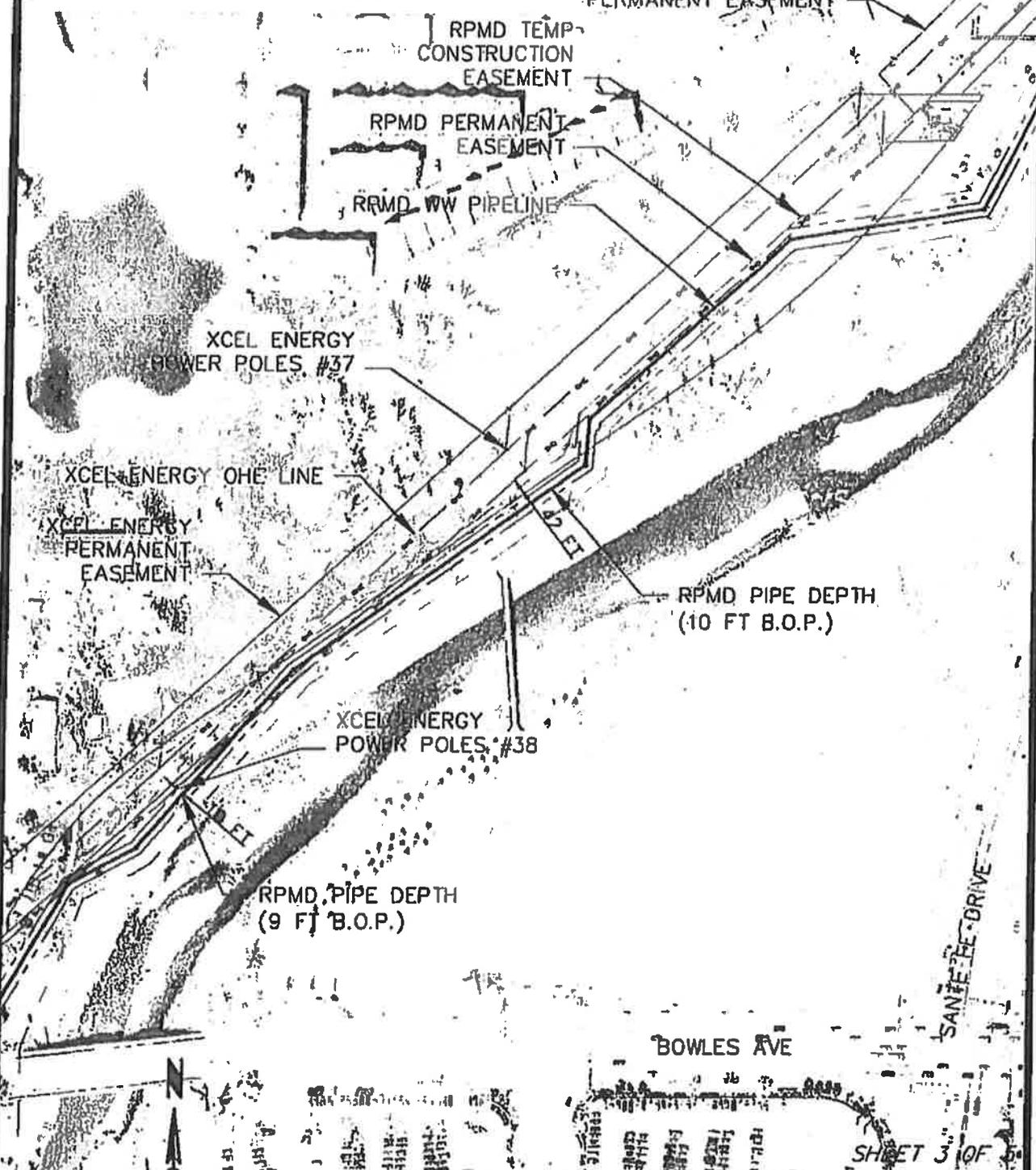
TST INFRASTRUCTURE, LLC
Consulting Engineers

JOB NO. 001.104.09

DATE REV OCT 2006

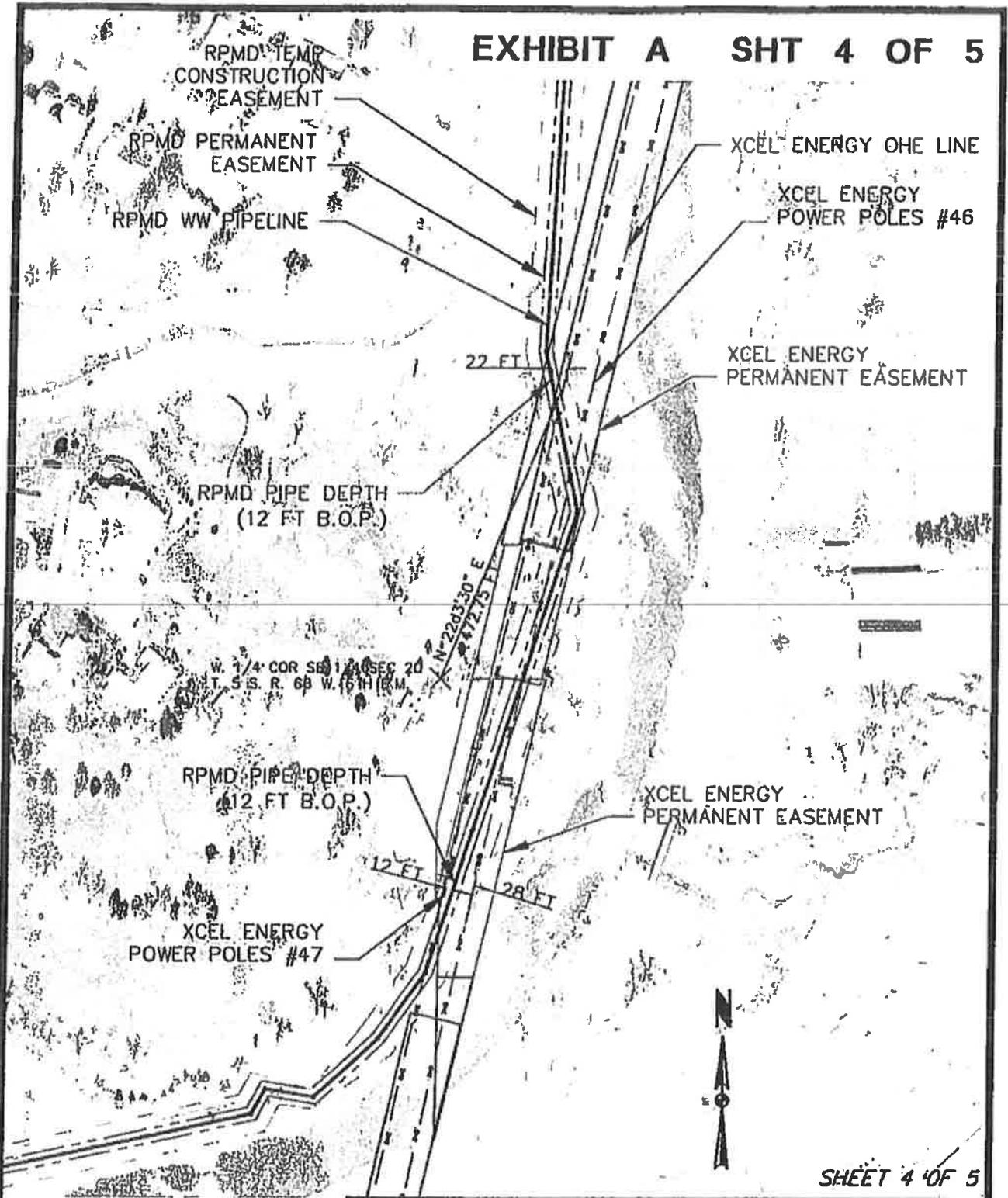


EXHIBIT A SHT 3 OF 5



ROXBOROUGH WATER AND SANITATION DISTRICT	
SANITARY SEWER EASEMENT	
XCEL ENERGY SHEET 3	
 TST INFRASTRUCTURE, LLC Consulting Engineers	JOB NO. 001.104.09 DATE SEPT 2006

EXHIBIT A SHT 4 OF 5

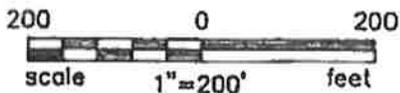


SHEET 4 OF 5

ROXBOROUGH WATER AND SANITATION DISTRICT

SANITARY SEWER EASEMENT

XCEL ENERGY SHEET 4



TST
 TST INFRASTRUCTURE, LLC
 Consulting Engineers

JOB NO. 001.104.09

DATE SEPT 2006

EXHIBIT A

SHT 5 OF 5

RPMD TEMP.
CONSTRUCTION
EASEMENT

RPMD PERMANENT
EASEMENT

RPMD WW PIPELINE

RPMD PIPE DEPTH
(7 FT B.O.P.)

XCEL ENERGY
POWER POLES #65

RPMD PIPE DEPTH
(11 FT B.O.P.)

XCEL ENERGY
PERMANENT EASEMENT

XCEL ENERGY OHE LINE

RPMD PIPE DEPTH
(6 FT B.O.P.)

XCEL ENERGY
POWER POLES #66

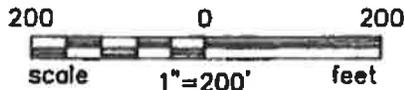
C-470

N 14°46'16" W
902.87 FT

NOTE: THE PROPOSED RPMD PIPELINE WILL CONTINUE TO PARALLEL THE POWER LINE ALONG WITH AN ADDITIONAL 20 POWER POLES TO THE EAST. THE PIPELINE HOWEVER WILL BE NO LESS THAN 25 FEET AWAY FROM ALL THE SUBSEQUENT POLES.

S COR SEC 31 T. 5 S. R. 68 W. 6TH P.M.

SHEET 5 OF 5



ROXBOROUGH WATER AND SANITATION DISTRICT

SANITARY SEWER EASEMENT

XCEL ENERGY SHEET 5

TST
TST INFRASTRUCTURE, LLC
Consulting Engineers

JOB NO.
001.104.09

DATE
SEPT 2006