TO WHOM IT MAY CONCERN:

The Public Works Real Property Services Division has adopted the following procedures and specifications for granting a license to cross or establish improvements on City-owned property, easements and rights-of-way.

To begin processing, a written request along with all other items outlined below must be presented together. Any items not conforming to the attached specifications will be returned for correction. Processing will not commence until corrections occur.

A sample License Agreement is attached for reference only. Terms of any particular License Agreement may be different than those shown in the attached document and are dependent upon the type of use requested. If your improvements intend to impact a property where City critical infrastructure such as major pipelines, lift stations, pump stations, or similar facilities are located then additional terms are required. Please contact Real Property Services at 303-739-7300 in order to obtain those additional terms.

Insurance requirements and fee schedule are included with this packet. Please provide a copy of the fully executed license agreement prior to submitting permit applications.

The City of Aurora requires an executed copy of your License Agreement to be onsite, at all times, during construction.

Your attention to these matters is greatly appreciated.

Sincerely,

Hector Reynoso
Manager Real Property Services
CITY OF AURORA
REAL PROPERTY SERVICES DIVISION

PROCEDURE FOR OBTAINING PERMISSION TO CROSS, USE OR OCCUPY
CITY OF AURORA EASEMENTS, RIGHTS-OF-WAY,
AND/OR CITY-OWNED PROPERTY (collectively referred to as “City Property”)

In order to process a request, the following items must be submitted to the City of Aurora, Real Property Services, 15151 E. Alameda Parkway, 3rd Floor, Aurora, CO 80012-1555:

A. Written Request, to include:
   i. Name and address of utility company, corporation, business, individual, etc., requesting permission to use City Property, and,
   ii. Location of City Property involved (e.g., approximately 2,000 feet south of E. Belleview Avenue, in Section 19, Township 5 South, Range 68 West).
       i. Include Subdivision name if applicable.
   iii. Type of proposed crossing, structure, etc. (e.g., 8" sanitary sewer pipe, 12" storm sewer pipe, bridge, telephone line, pathway, etc.), and,
   iv. Approximate date for commencement of construction.

B. Deed of Ownership or Title Commitment if purchasing.

C. Addendums may be made to a MASTER LICENSE AGREEMENT in order to cover encroachments not covered in the initial license. Please contact Real Property Services for additional information. **Addendum(s) to the Master License Agreement may be applied for when additional encroachment items are needed at a later date. A separate document is needed and the steps/information contained herein are to be followed for each Addendum(s).**

D. Statement of Authority and a Certificate of Good Standing

E. Insurance Requirements
   i. A certificate of insurance must be provided which adheres to the requirements listed under the Insurance Requirements Section. City of Aurora must show as the Certificate Holder AND the legal description, Licensee’s name and project name must be on the COI.

F. Exhibits and Legal Descriptions
   i. An Exhibit Illustration from a computer generated representation conforming to the Exhibit Specifications as shown in the Exhibit section (do not include an Exhibit A with the legal description for Development only).

REV1.24.2020
ii. City reserves the right to request additional information or different details depending on the proposed encroachment.

EXHIBITS AND DESCRIPTIONS WHICH DO NOT COMPLY WITH THE SPECIFICATIONS CONTAINED HEREIN AND/OR THOSE SHOWN ON THE SAMPLE SHEETS ARE NOT ACCEPTABLE AND WILL BE RETURNED FOR CORRECTION.

G. Fees

Check for non-refundable processing fees made payable to the City of Aurora must accompany each request. An invoice can be requested to allow for online payment.

- i. License Agreement $2,419.00
- ii. Master License Agreement $2,419.00
- iii. Addendum $549.00

Processing normally requires **8 to 10 weeks** from the date all information in correct form is received. City of Aurora Real Property staff will work closely with the applicant during the entire procedure. The remainder of the process follows:

1) A draft of the license is prepared by the City.

2) License documentation is routed through the pertinent City departments for review and approval.

3) License documentation is sent to the owner for review and execution.

4) License documentation is returned to the City for final City signature, which makes the license effective.

5) The owner will be notified when the last needed signature is obtained, so that construction may begin (taking into consideration any stipulations within the license.)

6) Licensee must have an executed copy of their license agreement onsite for the duration of construction.

7) A copy of a sample license may be provided upon request. City reserves the right to add additional requirements as it deems necessary in its sole discretion.

For further information concerning licenses, contact the Real Property Division at (303) 739-7300.
Please reference this list for items that will require a License Agreement:

Any type of privately-owned item that is to be placed in, on, or upon public Rights-Of-Way or publicly dedicated easement(s) must be licensed. Below is a list of common items and is intended for informational purposes only and is not intended to be all-inclusive. The city reserves the right to require any other type of privately-owned improvement to be licensed. Portions of any privately-owned item listed below that are not visible and apparent from the surface must be depicted with a plan & profile view. For more detailed information regarding licensing requirements please see attached “License Agreement Packet”.

Items within ROW or easement

1. Private improvements located in a drainage easement
2. Private storm drain (including manholes, pipes, and inlets)
3. Private roof drain connecting to manhole, inlet or pipe
4. Irrigation
5. Pipelines
6. Water quality devices and connecting devices
7. Underground detention structures
8. Trickle Channel
9. Filter media
10. Micropool
11. Monitoring wells
12. Pipelines
13. Riprap, wing walls
14. Private detention pond outlet structures and sediment basin
15. Outlet pipes from pond where enters ROW
16. Overflow cutoff wall
17. Overhang/cantilever overhang – must be pinned or hinged to be able to remove
18. Private swale channel, open channel, inlets outlets, pipes
19. Monuments, signs (Need profile view)
20. Signing and striping
21. Fences, Fence pillars, gates (Need profile view)
22. Shed
23. Private lights
24. Private retaining walls (Need profile View)
25. Private elements such as bench, planters, flag poles, bike rack on a concrete pad, etc.
26. Steps or decorative sidewalk, etc.
27. Backfill
28. Asphalt or concrete and pavers
29. Landscaping
30. Culverts
31. Medians
CITY OF AURORA
INSURANCE REQUIREMENTS

Insurance and Indemnities: The Licensee shall maintain a Commercial Property Insurance Policy on the premises during the term of this agreement. The cost the required insurance shall be paid by the Licensee. Prior to commencement of this agreement, the Licensee and its subcontractors shall provide a certificate of insurance evidencing the following coverages:

A. **Commercial General Liability Insurance.** During the term of this agreement, Licensee and its subcontractors shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations and XCU coverage included in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) general aggregate.

B. **Excess or Umbrella Liability.** Licensee and its subcontractors shall maintain an Excess or Umbrella Liability on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policies, with a limit of Two Million Dollars ($2,000,000).

C. **Workers’ Compensation or Employers’ Liability Insurance.** The Licensee and its subcontractors shall provide proof of workers’ compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the Licensee and its subcontractors shall provide proof of Employers’ Liability Insurance with limits as follows:
   - $500,000 bodily injury each accident
   - $500,000 bodily injury each disease
   - $500,000 bodily injury disease aggregate.

D. **Licensor as Additional Insured.** All insurance policies required by this agreement, except workers’ compensation, shall name the City, its officers, employees and agents as an additional insured by endorsement and said coverage shall contain a waiver of subrogation. Licensee and its subcontractors shall provide a copy of an endorsement providing this coverage.

E. **Limits of Insurance.** The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

F. **Certificates of Insurance.** Upon the execution of this Agreement, the Licensee shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Licensee agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Licensee’s or any of its subcontractor’s coverage is renewed at any time prior to the expiration of this Agreement, the Licensee shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.
The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Licensee shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the Agreement. **The Licensee’s policy will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the additional insured.**

**EXHIBIT SPECIFICATIONS**

An exhibit shall be provided which conforms to the following applicable specifications:

1) Exhibits are to be drafted by a computer generated representation. Lettering shall be of a legible font.

1. Drawing size: 8 1/2" x 11" with 1/2" border on each side and bottom and 1" border on top. Drawing shall be labeled "Exhibit A Illustration" at the top of page. Identify the encroachments on the Exhibit A Illustration by labeling the encroachment and label the easement or right-of-way the encroachment is in on an 8.5 x 11 sheet. Provide a Vicinity Map and Site Map of the Area of encroachment with streets and subdivision information labeled on the Map.

2) Describe each type of encroachment such as: Fences, Fence Posts, Landscaping, Irrigation Sleeves, Facilities and equipment, Lamp Posts, Private Signs, Medians, etc.

3) Type of exhibit and land description to be lettered in title block should reflect the legal description and identify the type of improvement with a label of “Licensed Encroachment”.

4) General location (i.e. ¼ Section, Section, Township, Range, lot, block, Tract, Subdivision Name County, etc) shall be included on each exhibit lettered at the top.

5) Section corners and quarter section corners are to be shown using appropriate symbols.

6) Show section and center lines using symbols and all section and quarter sections need to be identified.

7) At city’s discretion, a detail view shall be used when information is too congested to be clearly understood. *(See the Encroachment Detail sample page)*

8) All exhibits are to include ownership and area of the proposed parcel.

9) Indicate existing rights-of-way, subdivision lines, and ownership lines with dashed lines.

10) Boundary lines of proposed easements, ownership lines, rights-of-way lines, etc. are to be shown using a solid line.

11) Indicate all street names, existing subdivisions, and abutting section or quarter sections.

12) **North arrow.** North to be oriented to the top or to the right of drawing only. All lettering to be oriented to north arrow.

REVI.24.2020
13) Scale to be of a size to show sufficient detail. If scale size is too small, break lines may be employed to facilitate larger scale, otherwise two or more drawing sheets shall be used.

14) Curve information to include central angle, radius and length using standard format.

15) Label Points of Beginning and Terminus when showing a linear feature.

16) For improvements that are not visible and apparent or are below ground: A profile view of the installation showing minimum clearance of city facilities and other utilities, the ground level, and the vertical height, depth, width, point of beginning, and point of terminus. A profile view may be required for foundations supporting fences, gates and retaining walls, at City’s sole discretion. (See Plan and Profile sample below)
Subdivision info must be in body of Exhibit

Licensed encroachment

Retaining Wall

Must have a tie

Include this info as it applies to your project

Must include owners name and address

Add: Licensed encroachment for a carport located in...

NOTE:
This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

CITY OF AURORA, COLORADO

DRAWN BY: TP
CHECKED BY: DATE: 10/15/2018
SCALE: 1"=50' R-0-W FILE NO.
JOB NO. 99915-01

A PARCEL OF LAND
BEING A PART OF THE EAST 1/2 OF SEC. 34
AND SECTION 35, T.3S., R.66W., SIXTH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE
STATE OF COLORADO

E 1/4 CORNER SECTION 35
RECOVERED NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
MASTER LICENSE AGREEMENT

THIS AGREEMENT is made this __th day of __________, 2020, by and between the CITY OF AURORA, COLORADO, a home rule municipal corporation, hereinafter referred to as "City," and ______________, a _________ limited partnership, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, City desires to grant to the Licensee a License permitting Licensee to use streets, public easements, and other public places situated in a portion of ______________ in the Southwest ¼ of Section __, Township _ South, Range __ West, of the 6th P.M., City of Aurora, County of Arapahoe, State of Colorado, hereinafter referred to as “Property”, for the installation, construction, maintenance, repair and replacement of all privately owned and maintained improvements, including those depicted in the attached Exhibit Illustrations, hereinafter referred to as “Licensed Encroachment”;

WHEREAS, from time to time Licensee may have need to install other items in said public properties within the Property and;

WHEREAS, the parties have agreed, for their mutual convenience, to enter into a Master License Agreement covering certain installations and subject to later modifications with respect to subsequent installation, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the City and the Licensee hereby agree as follows:

APPLICATION

Upon completion of this Agreement, and at such times as Licensee from time to time desires to construct in public property in the City, Licensee shall submit to City a drawing acceptable to the City setting forth a description of the facilities to be installed, including the manner of construction, the height or depth, size, and nature of facilities to be installed. Accompanying said drawing shall be a proposed addendum in the form attached hereto.

CITY APPROVAL OR REJECTION

Upon receipt of the drawing and Agreement as provided above, the City shall either (a) grant the application of Licensee by the execution of the proposed Agreement and returning the same to Licensee; or (b) return the Agreement to Licensee with required modifications which would make the Agreement acceptable to the City; or (c) notify Licensee of its rejection of the application.
TERMS OF LICENSE

At such time as the City has executed an Agreement and returned the same to Licensee, Licensee shall be granted a License for the construction of the facilities described in the Agreement and the drawing attached thereto. Said License shall be granted in accordance with and subject to the terms and conditions hereinafter set forth.

The term "Licensee" shall include employees, agents and contractors of Licensee and its affiliates.

The term "Property" as used herein refers to real property and includes easements, rights-of-way and other City interests in land and may sometimes be referred to herein as "City Property."

The City, 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, maintain, repair and replace privately owned and maintained improvements, including but not limited to: the Licensed Encroachment within the Property.

CONSTRUCTION REGULATIONS

Any construction or maintenance operations initiated under this Agreement shall comply with and conform to the standards formulated by the City, including, but not by way of limitation, Rules and Regulations promulgated by the Directors of Aurora Water, Public Works, and Parks, Recreation and Open Space of the City, Ordinances of the City and any and all state statutes.

PLAN REVIEW

The Licensee, at least fifteen (15) days prior to the proposed date for commencement of the work hereby authorized, shall submit to the City for its approval a duplicate set of final detailed plans of the installation Licensee proposes to construct, utilize, modify, repair, replace or maintain hereunder. No construction will be permitted on the Property until the City has approved the plans therefor.

NOTICE OF CONSTRUCTION

The Licensee shall notify the City's Directors of Public Works, Aurora Water, and Parks, Recreation and Open Space at least three (3) days prior to commencement of the construction of, modifications or repairs to the Licensed Encroachment, so that the City may make such inspections as it deems necessary. Such notice shall make reference to this Agreement number. 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 City of the nature and extent of any such emergency work.
RESERVATION OF RIGHTS IN PROPERTY

In granting this License, the City reserves the right to make full use of the Property involved as may be necessary or convenient and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property at any time and in such a manner as it deems necessary or convenient. In the event the Licensed Encroachment should interfere with the City's use or operation of its Property at any time hereafter, the Licensee shall, upon request by the City and at Licensee's sole expense, immediately relocate, rearrange or remove its Licensed Encroachment so as not to interfere with any such City use.

COMPLETION AND CLEANUP

The Licensee shall complete its installation, clear the area of all construction debris and restore the area to its pre-existing condition as nearly as may be possible within 30 days from the date of completion of construction. In the event clearing and restoration of the area is not completed within the time specified, the City may complete the work at the sole expense of the Licensee.

RESTORATION OF ROADS, FENCES AND FACILITIES

All City roads, fencing and other facilities which are disturbed by the construction of the Licensed Encroachment shall, within the time prescribed in paragraph headed COMPLETION AND CLEANUP hereof, be restored to a condition satisfactory to the City. City roads and fencing disturbed by the reconstruction, maintenance, modification, operation, repair or replacement of the Licensed Encroachment shall immediately be restored by Licensee to a condition satisfactory to the City. Restoration of roads shall include, but is not limited to, resurfacing when deemed necessary by the City. If restoration is not accomplished by the Licensee within the time specified then the City, at its election, may perform such restoration at Licensee's expense. Licensee shall conduct all construction, modification, operation, repair, replacement and maintenance of its Licensed Encroachment in such a manner that the City at all times shall have full and complete access to its Property.

MARKERS

The Licensee shall, if required by the City, place and maintain permanent, visible markers of a type and at locations designated by the City to define the centerline of the Licensed Encroachment. If the placing of the centerline markers is not completed within the time specified, the City may complete the work at the sole expense of the Licensee.

TREE TRIMMING

Licensee shall not trim or cut down any trees, shrubs or brush on the City's Property without permission of the City. When required by the City, the Licensee, at its expense, shall trim or cut down trees, shrubs or brush and remove and dispose of the cutting debris to the satisfaction of the City.
SERVICE LINE INSTALLATION

All service lines within the City's Property from the facility herein licensed shall be installed in a manner satisfactory to the City.

BACKFILLING

All trenches and excavations within City Property shall be backfilled in the following manner: All material in embankments shall be compacted to the specified relative compaction. The moisture content of the soil at the time of compaction shall be as specified. Within the areas indicated on the plans and to the designated depth below sub-grade, for the full width of roadway in all cut sections, earth shall be thoroughly scarified and the moisture content increased or reduced, as necessary, to bring the moisture to the content specified. This scarified layer shall then be compacted to the relative compaction specified. The remainder of the area up to subgrade elevation shall be constructed of suitable material placed at the moisture content specified and compacted to the percent relative compaction specified. Maximum dry density of all soil types encountered or to be used will be determined in accordance with AASHTO T99 or AASHTO T180. The minimum percent of relative compaction and moisture content shall be 95% of AASHTO T99 for soil classification (AASHTO M 145) A-6 & A-7 and 95% of AASHTO T180 for soil classification (AASHTO M 145) A-1 through A-5. Tamping equipment shall be subject to the approval of the City.

GATE INSTALLATIONS

Gate installations shall be installed according to City specifications attached hereto, at the expense of the Licensee. The Licensee, his or her successors and assigns shall be responsible for installation, maintenance and replacement of the Access Control Gate or barrier system to ensure emergency vehicle access to within the site. If the above conditions are not met, the owners, his successors and assigns, shall be required by the Fire Department Order Notice that all affected gates be chained and locked in the open position until repaired or replaced, and retested to all City of Aurora standards at the time of the violation. If the gating system is not maintained to the satisfaction of the Fire Department, the License for the Emergency Vehicle Gate Opening System will be revoked and the gating system must be removed. The gating system will include an Emergency Vehicle Gate Opening System utilizing a redundancy back-up system that consists of; A) Siren operated system; B) Automatic Knox key switch; C) An electrical or battery back-up system that opens the gate on the loss of the primary electrical power; AND/OR D) Manual override (in the event of system failure). Licensee shall be required to obtain a Building Permit for the installation of the gating/barrier system prior to installation.

WATER DISCHARGE

Licensee shall not, and will not be permitted to discharge water into or upon any City Property or facility but shall provide for carriage of any water over or across City Property or facility in a manner satisfactory to the City at no expense to the City.
INTERFERENCE WITH CITY FACILITIES

At no time shall the Licensee interfere with City facilities, and the Licensee shall assume all risks incident to the presence of City facilities.

CARE AND REPAIR OF CITY FACILITIES

Licensee will use all reasonable means to prevent any loss or damage to the City or to others resulting from the construction, modification, replacement, repair, operation, and maintenance of the Licensed Encroachment. Any repair or replacement of any of the City’s installation on its property made necessary in the opinion of the City, because of the construction, modification, operation, maintenance, repair or replacement of Licensee’s installation, shall be made only by the City and at the sole expense of the Licensee.

INSURANCE REQUIREMENTS

The Owner under this Agreement shall be required to procure and maintain, at the Licensee’s own expense and without cost to the City of Aurora, the following types of insurance. The policy limits required are to be considered minimum amounts:

(a) Commercial General Liability Insurance. During the term of this agreement, Licensee and its subcontractors shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations with XCU (underground, collapse & explosion) included in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) general aggregate.

(b) Excess or Umbrella Liability. The Licensee and its subcontractors shall maintain an Excess or Umbrella Liability on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policies, with a limit of Two Million Dollars ($2,000,000.00).

(c) Workers’ Compensation or Employers’ Liability Insurance. The Licensee and its subcontractors shall provide proof of workers’ compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the Licensee and its subcontractors shall provide proof of Employers’ Liability Insurance with limits as follows:
   $500,000 bodily injury each accident
   $500,000 bodily injury each disease

RSN
$500,000 bodily injury disease aggregate.

(d) **Licensor as Additional Insured.** All insurance policies required by this Agreement, except workers’ compensation, shall name the City, its officers, employees and agents as an additional insured by endorsement and said coverage shall contain a waiver of subrogation. Licensee and its subcontractors shall provide a copy of an endorsement providing this coverage.

(e) **Limits of Insurance.** The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

(f) **Certificates of Insurance.** Upon the execution of this Agreement, the Licensee shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Licensee agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. The certificate of insurance must be kept in force throughout the duration of the service. If any of the Licensee’s or any of its subcontractor’s coverage is renewed at any time prior to the expiration of this Agreement, the Licensee shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificates.

The minimum A.M. Best rating of each primary insurer shall be A-X and the minimum A.M. Best rating of each excess insurer shall be A-VIII. The Licensee shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the Agreement. **The Licensee’s policy will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the additional insured.**

In the event that the Agreement involves professional or consulting services, in addition to the aforementioned insurance requirements, the Owner shall also be protected by a Professional Liability Insurance policy. The following policy limit is considered a minimum amount.

**Professional Liability Insurance** policy with a minimum of $1,000,000 per claim. This policy shall provide coverage to protect the Licensee against liability incurred as a result of the professional services performed under this contract.
INDEMNIFICATION

Licensee shall indemnify and save harmless the City, its officers, employees and agents, against any and all claims, damages, actions or causes of action and expense to which it, or they, may be subjected by reason of the Licensed Encroachment being located within and across the Property of the City or by reason of any work done or omission or negligence made by Licensee, its agents or employees in connection with the construction, operation, modification, replacement, maintenance, repair or removal of the Licensed Encroachment. If the construction of all or any part of the Licensed Encroachment is to be performed by an independent contractor under contract with the Licensee, the Licensee shall so notify the City and shall incorporate the stipulations and conditions of this License into the contract specifications and, if required by the City, cause said independent contractor to obtain prior to commencement of the work, an insurance policy or policies in amounts and with companies satisfactory to the City, which will protect the City from any loss or damage resulting from the work performed by the contractor.

EXPENSES TO BE BORNE BY LICENSEE

All work authorized by this Agreement shall be performed by the Licensee at no expense to the City and, except as otherwise set forth herein, Licensee shall own and maintain its installation thereafter.

NO WARRANTY OF TITLE

The rights and privileges granted in this 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 City's Property hereunder and to resolve any conflict.

REVOCATION AND REMOVAL

If the Licensee does not use the right herein granted on 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 Agreement, the City may, at its election, revoke this Agreement forthwith by written notice to the Licensee in person or by mail at Licensee's last-known address. Upon termination of the Agreement, the Licensee shall have ten (10) days to remove its installation from the City's Property. In the event Licensee does not remove said installation within the time allowed, the City may remove said installation at Licensee's expense without liability to Licensee.

The City may, at any time, by giving the Licensee thirty (30) days' written notice, terminate this Agreement. The City may, at any time, by giving the Licensee thirty (30) days’ written notice, require Licensee to remove, replace, modify or otherwise relocate the Licensed Encroachment as part of a Public Project as that term is defined in City Code Section 126-501.

If the City at any time during the period of this Agreement deems it necessary to excavate in the area of the crossing for which this Agreement is granted, for construction, modification,
replacement, repair, operation of, or maintenance of any of its utility lines, mains or facilities, which work requires the moving of the Licensee's utility lines, mains or facilities, such costs of movement of the Licensee's utility lines, mains or facilities shall be borne by the Licensee.

ABANDONMENT

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 City, its officers, employees and agents, shall not terminate in any event.

ASSIGNMENTS

The rights granted the Licensee hereunder shall not be assigned without the written consent of the City.

FEES

The base license fee includes two (2) hours of processing, review, or inspection by the City; and if the City requires further inspection, Licensee shall pay the rate set forth in the City’s annual service fee schedule for any specific year. Work on holidays and weekends may be charge a 4-hour minimum

SPECIAL CONDITIONS

This License is subject to the foregoing conditions and to the following special conditions: Changes to the Master License Agreement may only be made through an addendum to Master License Agreement. Only the City may change the Agreement. In case of a change of ownership, further addenda to this Master License Agreement will not be allowed.

PARAGRAPH HEADINGS

The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

NOTICE

Wherever herein notice is required to be given to any party hereto, such notice shall be given by U. S. Postal Service first class delivery, or by personal hand delivery addressed as follows:

To the City:    To the Licensee:
City of Aurora
Real Property Services
15151 East Alameda Parkway
Aurora, CO 80012
RECORDATION

Following execution of this Agreement by both parties hereto, the City shall cause this Agreement to be recorded with the County Clerk and Recorder's Office in ______ County, Colorado.

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

APPROVED:

9
CITY OF AURORA, COLORADO,
a municipal corporation

By: ____________________________
   Cynthia A. Colip
   Director of Public Works

Reviewed by: ____________________________
   Renee Pettinato Mosley
   Risk Management
   ______________________________________

   Darren Akrie
   Real Property

_______________________
Victor Rachael
City Engineer
ACCEPTANCE:

The undersigned officer of ________________, authorized to do business in the State of Colorado, has read the foregoing License Agreement and agrees for and on behalf of said company that it will accept and will abide by all the terms and conditions thereof.

LICENSEE:
____________________
By: __________________________

STATE OF COLORADO )
County of _____________ )

The above and foregoing instrument was subscribed and sworn to before me this _____ day of ____________________, 2020, by __________ as _________ of ______________.

My Commission expires: Witness my hand and official seal.

____________________  ___________________________________
Notary Public

SEAL