

ACCESS & USE LICENSE AGREEMENT

This **ACCESS & USE LICENSE AGREEMENT** (“Agreement”) is entered, as the date set forth on the City’s signature page below (the “Effective Date”), by and between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation (the “City”) and **THE CITY OF AURORA**, a Colorado home-rule municipal corporation of the counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise ("Aurora") (together, the "Parties").

RECITALS

- A. Aurora, a city which provides, among other services, wastewater services to Aurora residents and to nearby Denver residents, has requested that the City authorize the installation of a utility facility within City-owned property mostly under the jurisdiction of Denver Department of Parks and Recreation (“DPR”) and located within the NE ¼ of Section 23, Township 3 South, Range 66 West, and NW ¼ of Section 15, Township 35, Range 66 West in the City and County of Denver (the “City Property”), State of Colorado.
- B. Aurora and City also agree and understand that along with the park land within the defined City Property, some of the work and improvements under this Agreement will affect and occur within City right-of-way, more fully described in subsequent paragraphs, and such right-of-way improvements shall be subject to requirements established by the City’s Department of Transportation and Infrastructure (“DOTI”).
- C. In order to provide improved wastewater service to Aurora and Denver residents, Aurora needs to install an underground sanitary sewer interceptor line and related facilities and equipment (collectively, the “Interceptor”), which is a major sanitary sewer line serving both Aurora and Denver, by means of open cut (“Installation”) so that the Interceptor is approximately situated as shown in the attached “**Exhibit A**” which is incorporated in this Agreement by this reference.
- D. Aurora has demonstrated to the City’s and DPR’s satisfaction that the proposed location of the Installation is the most feasible and economical in order to allow Aurora to provide wastewater services.
- E. The Interceptor will be installed by Aurora as prescribed in this Agreement.
- F. The City concurs with this proposed Installation of the Interceptor provided that the Installation is performed with minimal inconvenience to the users of the City Property, including but not limited to uses of the park and associated facilities; that the City Property is satisfactorily restored or repaired; and that other required facilities, intended for the beneficial use of the park and facilities, are installed and constructed to the City’s satisfaction, which will occur within park land and within right-of-way, as set forth herein following the Installation (“Restoration”).

- G. The area on the City Property where the Interceptor may be located is as stated in the legal description and corresponding drawing attached to this Agreement as shown in the attached “**Exhibit A**” which is incorporated in this Agreement by this reference (the “Licensed Area”).
- H. By this Agreement, the City grants a license for the access and use of the Licensed Area for the Interceptor Installation and Restoration and the long-term access and use of the Licensed Area, as approved by DPR, for future maintenance, repair, upgrade, replacement and operation of the Interceptor (collectively, the “Operation” or “Operations”).

NOW, THEREFORE, in consideration of the above premises and the terms and conditions of this Agreement as set out below, the City and Aurora agree as follows:

- 1. **LICENSE.** Aurora and its employees, elected officials, representatives, agents, consultants and contractors (hereinafter referred to collectively as “Aurora”) are hereby licensed access onto, and the use of, the Licensed Area for:
 - A. the purpose of exercising Aurora’s Licensed Rights, as defined below;
 - B. the Restoration, at Aurora’s sole expense, of any City property affected by the Installation or Operation by promptly removing any obstructions placed by Aurora and restoring the City Property to a condition that meets applicable City standards, as approved by DPR. If weather or other conditions do not permit the complete Restoration required by this Section, Aurora may, with the prior written approval of the City, temporarily restore the affected City Property, provided such temporary Restoration is at Aurora’s sole expense and provided further, Aurora promptly undertakes and completes the required permanent Restoration when the weather or other conditions no longer prevent such permanent Restoration; and
 - C. the Operation of the Interceptor in the Licensed Area after Installation and Restoration, which licensed access and use shall continue unless revoked as provided in this Agreement (jointly, the “Licensed Rights”).
 - D. unless otherwise stated or required, Aurora’s Licensed Rights, including access allowed hereunder, are limited to and apply to the Licensed Area and adjacent DPR park land only. Aurora is required to obtain any other right of access in, to, over and through existing roadways and maintenance paths on other City property it may need, in a manner that shall cause the least damage and inconvenience to City property. DPR does not by this Agreement warrant any action or activity of any other City agency or regulatory or governmental entity, including any action that may require Aurora to relocate the Interceptor in DPR or other City land.
 - E. maintenance and repair performed by Aurora after completion of the Installation shall require Aurora or Aurora’s contractors to obtain a Temporary Construction and Access Permit (“TCAP”).

- F. this Agreement and the Licensed Rights shall provide Aurora access for Installation and Restoration for three (3) years from the execution of this Agreement for the completion of Aurora's work. Aurora shall provide the City reasonable notice if it anticipates the work including Restoration will not be completed within three (3) years. An extension of the Agreement may be granted by the City, which may require execution in the same manner as this Agreement. This Agreement otherwise provides Aurora a License for the continued maintenance and operation of the Interceptor as set forth herein.

Aurora acknowledges, concedes and agrees that the exercise of these Licensed Rights by Aurora shall be in accordance with, and subject to, the terms and conditions set forth in this Agreement. This Agreement does not authorize Aurora to enter upon, or make any use of, any property other than the Licensed Area and for only those purposes identified as the Licensed Rights. The Licensed Rights are not transferable and are non-exclusive.

2. **CITY RETAINED RIGHTS.** The City retains the right to use, occupy, enjoy, grant other interests, and in all other ways govern and control the Licensed Area and any adjacent City Property and other City-owned property and right-of-way so long as such City activity does not substantially impair the Licensed Rights as granted herein. Notwithstanding the foregoing, the City, acting through the DPR Executive Director, shall not require Aurora to remove the Interceptor from the Licensed Area; or to relocate the Interceptor; or to otherwise modify, reconfigure, or change the Interceptor within the Licensed Area unless extenuating circumstances or other burdens to City land arise, or unless made necessary by other requirements, law, regulation, order, ordinance or mandated use of other City land. The DPR Executive Director agrees to use reasonable efforts in the design of DPR projects to avoid causing Aurora to relocate its Interceptor; however, DPR does not and cannot by this Agreement warrant that relocation of the Interceptor will not be required by another City agency or other government or authority. In the event relocation of Aurora's Interceptor cannot be avoided, and relocation requires modification of the Interceptor within the Licensed Area, then Aurora shall modify, adjust, or relocate all or any portion of its Interceptor within a reasonable timeframe that the City designates. The City agrees to allow Aurora to relocate its Interceptor to an alternate location within City park land as may be needed. DPR hereafter agrees to use reasonable efforts to ensure that DPR's plans for the Licensed Area do not interfere with Aurora's use of the Licensed Area or rights granted herein. DPR will consult with Aurora's engineers to the extent practicable if it appears to DPR that interference between DPR's project and Aurora's Interceptor may occur within the Licensed Area. Any removal, relocation or modification shall occur at no cost to the City. The City retains the right to control, monitor, and establish procedures applicable to Aurora's use of the Licensed Area. The City retains the right, at the DPR Executive Director's sole discretion, to impose and require additional terms or conditions, including charging to Aurora costs or expenses incurred by the City, should Aurora fail to comply with this Agreement and the DPR Executive Director does not elect to revoke the Licensed Rights as provided below. Upon request, Aurora shall provide copies of as-built drawings and surveys of the completed Interceptor.

3. **FEE; COSTS.** There is no fee for the License. Aurora or such other party as determined by Aurora, but not the City, shall be liable for all costs and expenses associated with the Installation, Restoration, and other Operations licensed under this Agreement.

4. **BASIC TERMS & CONDITIONS.**

A. Compliance with Laws. Aurora shall obtain, keep in effect, comply with, and provide copies to the City Rep (as defined below) as directed by the City Rep, all notices, permits, licenses, consents, permissions, and approvals required by any governmental or quasi-governmental entity prior to commencing the Installation or any other Operations within the Licensed Area. Aurora hereby acknowledges that, if required by the City Rep (as defined below) and before conducting any and all activity on or about the Licensed Area, Aurora shall obtain in advance and comply with a DPR TCAP. Any required manifest, approval, license or permit related to Aurora's activities under this Agreement shall be issued in Aurora's name. Aurora hereby acknowledges and agrees that it is bound by and shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and policies, and the terms and conditions set forth in any plans DPR may require and approve, and all other applicable plans, specifications, permits, permissions, consents, and approvals required for or applicable to the Operations within the Licensed Area, including requirements affecting use and access of non-DPR land.

B. No Property Interest. Nothing in this License creates or recognizes a property interest on the part of Aurora in or to the Licensed Area, the City Property or any other City-owned property.

C. Revocation. The DPR Executive Director retains the right, at the DPR Executive Director's sole discretion and consistent with City Charter, Ordinance, and DPR Rules and Regulations, to revoke or suspend the Licensed Rights granted under this Agreement. The DPR Executive Director will provide Aurora a Notice of Revocation ("Notice"). If the reason for the Notice is curable, as reasonably determined by the DPR Executive Director, upon receipt of such Notice, Aurora shall have thirty (30) business days, or such longer time as specified by the DPR Executive Director, to cure the violation and to demonstrate to the satisfaction of the DPR Executive Director that the violation has been cured. The City shall only send a Notice in good faith and for reasonable cause. However, with respect to any violation that is not reasonably curable within thirty (30) business days, Aurora agrees to act in good faith and cooperate with the City to reach a mutually acceptable resolution of the issue within sixty (60) business days of delivery of the Notice. If Aurora completes its cure of the Notice within sixty (60) business days after receipt of the Notice, then the Notice shall be null and void with respect to this Agreement and this Agreement shall not be considered abandoned or terminated and shall remain in full force and effect. If the violation is not curable, as determined by the DPR Executive Director, then Aurora shall have three hundred sixty-five (365) calendar days to design removal and relocation of the Interceptor and all its appurtenances from the Licensed Area and restore the Licensed Area as

required herein. The requirements of this subsection C do not apply to other administrative, regulatory, legal, governmental or other orders or requirements affecting the Interceptor outside of DPR's control or jurisdiction.

- D. DPR Representative. A DPR employee, a City representative, or a private contractor ("DPR Rep") will be assigned by the DPR Executive Director to be Aurora's contact for coordination and oversight of the Installation and Restoration work and related activities of Aurora under this Agreement, notifications under this Agreement, and in the event of an emergency. The City Rep may be changed or other City Reps added at any time upon written notice to Aurora. Any future Operations work, after completion of the Installation and Restoration, shall also be subject to coordination with and oversight by a City Rep assigned by the DPR Executive Director. In the event any City Rep changes, the City shall notify Aurora in writing at the address listed under Section 15 below.

- E. Direction by City Representative. Aurora shall develop and implement appropriate schedules, plans and protocols necessary for the Installation and Restoration work and any future Operations within the Licensed Area and provide the City Rep with said schedules, plans and protocols. Aurora shall provide no less than fifteen (15) business days prior written electronic notice (electronic only is sufficient for this subsection E) by email under Section 15 to the City Rep before accessing the City Property to start the Installation and Restoration work or to conduct any future Operations within the Licensed Area. Aurora shall take all reasonable measures to keep the City Rep informed of the progress of the Installation, Restoration, and other Operations work and related activities, and any emergencies, in accordance with this Agreement and to comply with the directions and requirements of the City Rep, including any order to suspend work or to cease and desist in any unauthorized activities. All Installation, Restoration or Operations work shall be performed to the reasonable satisfaction of the City Rep.

- F. Contractors. All contractors, subcontractors, consultants, suppliers, laborers and agents retained or authorized by Aurora to perform some portion of the Installation, Restoration, or other Operations or to undertake any activities on or about the Licensed Area or the City Property shall be regarded as being "Aurora" under this Agreement, shall be subject to the terms and conditions of this Agreement, and shall be identified (by name, address, telephone number, and email address) in a prior written electronic notice (electronic only is sufficient for this subsection F) by email under Section 15 to the City Rep, and this contact list shall be updated as needed; however at no time shall all contractors, subcontractors, consultants, suppliers, laborers and agents retained or authorized by Aurora be regarded as Aurora employees. At no time shall Aurora be regarded as working for the City in any capacity nor shall they be regarded in any manner as being employees or contractors of the City. Notice to DPR shall not constitute notice to any other City agency unless DPR otherwise informs Aurora.

- G. Liability for Damages. Aurora shall be solely responsible for its own activities on and use of the Licensed Area, with regard to compensation or restitution for injuries to persons or damage to or loss of property belonging to persons arising from, or related to the Installation, Restoration or Operations work or other actions of Aurora involving the Interceptor, the Licensed Area, the City Property, or other City-owned property.
- H. Improvements and Restoration. Except as may be required to perform work, Aurora shall not damage, destroy or harm any improvements on or about the Licensed Area, City Property, or other City-owned property and shall promptly repair, replace or restore said damaged, destroyed or harmed improvements, to the satisfaction of the City Rep, to a condition similar to or better than that which existed prior to the commencement of the Installation, Restoration, or Operations work. Restoration shall additionally comply with the requirements under Paragraph 5. The design, specifications or other requirements for Restoration shall be provided by this Agreement or by separate agreement.
- I. Utilities. Aurora shall be solely responsible for locating and taking appropriate measures to protect all overhead, above ground and underground utilities, including without limitation gas, electrical, sewer, water, telephone, and cable, during the Installation, Restoration, or Operations work and any related activities on or about the Licensed Area, the City Property, or other City-owned property arising under this Agreement. Aurora shall arrange for the timely and complete location of all utilities in accordance with law; shall take all necessary precautions to avoid damage to, or injury from, such utilities; and shall be liable for all damages resulting from any contact with or destruction of such utilities. The City Rep will provide, upon request, any drawings or other documents the City may have regarding the existence of such utilities on or about the Licensed Area or the City Property, but the City expressly disclaims the reliability or accuracy of any such drawings or documents it may provide to Aurora.
- J. Emergency. Written notice requirements are waived in the event of any emergency situation requiring immediate access or activities on or about the Licensed Area or the City Property, such as a major on-site accident, contamination exposure, utility damage, and security breaches. In the event of such an emergency, Aurora shall provide verbal notice to the City Rep as soon as feasible (or, if the City Rep is not available after three (3) tries within eight (8) hours, call 311 and leave a message regarding the nature of the emergency and contact information and then follow up with written notice to the City Rep within twenty-four (24) hours of such emergency. Aurora shall be responsible for timely notifying and cooperating with the appropriate governmental authorities, as required by law, in the event of an emergency. Aurora shall comply with all emergency response personnel instructions regarding Aurora's actions being taken or intended to be taken on the City Property relating to any emergency response on the City Property.

K. Personal Property. No equipment, vehicles, temporary structures, road base, excess soil and rocks, chemicals, signs, barriers, materials, supplies, construction debris and waste brought on site or generated by Aurora on site (“Personal Property”) shall be stored outside of the Licensed Area. Storage outside of the Licensed Area is allowed only by permission from owners of other entities or agencies holding jurisdiction over those areas and cannot be granted by this Agreement. Aurora shall take reasonable measures to secure its Personal Property from public access or tampering and for the protection of public health and environment. The City assumes no liability for public misconduct, theft or vandalism of the Personal Property. Upon the completion of any work, Aurora shall promptly remove from the Licensed Area all Personal Property and shall do so in compliance with federal, state and local regulatory requirements, standards, and guidelines. Alternatively, if Aurora should fail to remove the Personal Property as provided herein, and such failure continues for a period of thirty (30) consecutive days following notice to Aurora by the City, the City may perform such removal and Aurora shall promptly reimburse the City for all reasonable costs incurred by the City.

L. Environmental Requirements for Licensed Area.

(1) Hazardous Materials. With respect to Aurora’s use of the Licensed Area under this Agreement, Aurora accepts the Licensed Area “as is,” with all existing physical and environmental conditions. Aurora shall be solely liable for all costs and expenses associated with any Hazardous Materials, as defined below, that Aurora brings onto the Licensed Area or that are exposed or otherwise requiring remedial action as a consequence of the Installation, Restoration or Operations. Aurora shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders applicable to the work (collectively, “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term “**Hazardous Materials**” shall mean asbestos, asbestos-contaminated soils, and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes, or any other applicable federal or state statute. The obligations set out in this paragraph shall survive the expiration or revocation of this Agreement.

(2) Aurora Responsibility and Liability. Aurora shall (i) assume all liability for proper manifesting and management of all waste and, in particular, Hazardous Materials generated or uncovered by Aurora in the course of exercising the rights herein granted; (ii) use best efforts to minimize the volume of Hazardous

Materials associated with exercising the rights herein granted on or about the Licensed Area, and shall properly and lawfully handle, containerize, manage and lawfully dispose of all such Hazardous Materials and other waste; (iii) will not take any action with respect to such Hazardous Materials that may cause any alteration in the chemical, physical or biologic nature or characteristics of the Hazardous Materials while the Hazardous Materials are on or about the Licensed Area; and (iv) remove all Hazardous Materials and other waste associated with exercising the rights herein granted from the Licensed Area. All such environmental obligations stated above for the Installation and Restoration work shall be completed promptly upon completion of exercising the rights herein granted. The City shall not own or be responsible for and does not take legal title to any of the Hazardous Materials and other waste associated with the work.

(3) Soils Management. Soil excavated during the Installation or Restoration which contains Hazardous Materials must be removed from the City Property and legally disposed specified above. Excavated soil which does not contain Hazardous Materials or other waste may be reused as backfill or re-grading on the City Property provided there are no field indications of contamination such as odors, staining, or organic vapor meter readings above background. Otherwise, any soil brought on the City Property by Aurora for fill or grading purposes must be free of Hazardous Materials and other waste. Determinations as to the existence of Hazardous Materials and other waste shall be made by the City Rep in consultation with the City's Department of Public Health & Environment.

(4) City Property and Other City-Owned Property. Aurora is prohibited from bringing or exposing Hazardous Materials on the City Property (outside of the Licensed Area) and other City-owned Property during the Installation, Restoration, or Operations, or any other activity associated with this Agreement, but if Aurora should violate this prohibition, Aurora shall be subject to the provisions of subsection 4.L. and any requirements and directives of the City's Department of Public Health & Environment and other federal and state agencies and shall be solely liable for any costs and expenses for remedial actions and damages related to such Hazardous Materials.

(5) Notice of Environmental Condition Delay. In the event Aurora encounters Hazardous Materials which negatively impact the Installation schedule, Aurora shall notify the City in writing within fifteen (15) calendar days of the discovery of the Hazardous Materials creating the delay ("Delay Notice"). The Delay Notice shall include the type of Hazardous Materials and the estimated delay expected in order to comply with the terms of subsection 4.L.

5. SPECIAL CONDITIONS OF ACCESS & USE; REQUIRED IMPROVEMENTS & RESTORATION. In addition to all other general terms and conditions set forth in this Agreement, the following terms and conditions are established.

- A. Access/Traffic Control. In the event that the Installation, Restoration or Operation work shall require that portions of any bike or pedestrian trail or access to any facility or parking lot be closed for more than twenty-four (24) continuous hours, Aurora shall prepare a detour plan which must be approved by the City Rep prior to Aurora implementing the detour plan (“Traffic Control”). All Traffic Control measures, including barricades, signs, and flagging, are subject to changes required by the City Rep if the City Rep finds any of them to be inadequate.
- B. Improvements. As part of this grant of license and as requested by the City, Aurora agrees to install the following improvements upon completion of the Installation of the Interceptor.
- (1) Trail Improvements: Aurora agrees to install buried soil riprap (or grass paver) access path with turn around; vegetation restoration that meets DPR establishment standards; and a concrete trail spanning from the High Line Canal to 42nd Avenue, including a connection into Orleans Court as shown on the attached “**Exhibit B**” which is incorporated in this Agreement by this reference (“Trail Improvements”). Aurora shall be provided with, and must follow and comply with, DPR Design Guidelines, Standards and Specifications, and DPR’s design review procedures with regard to the Trail Improvements. Subject to DPR approval, the Parties may modify designs and procedures for the Trail Improvements under this subparagraph B without amendment to this Agreement.
- (2) Crosswalk Improvements: In addition, Aurora also agrees to make certain improvements to a mid-block crossing on Green Valley Ranch Blvd., within City right-of-way, including: four (4) new curb ramps; four (4) new rectangular rapid flashing beacons (RRFB); and required crosswalk striping (all improvement herein referred to as “Crosswalk Improvements”). The Crosswalk Improvement design will be included in the final design of DOTI project number 2022-CIP-000079. Aurora shall be required to obtain necessary and required DOTI authorization and permits for access to the right-of-way to perform the Crosswalk Improvements. Acceptance of the Crosswalk Improvements by the City shall be subject to requirements established by DOTI. After acceptance, the City and DOTI shall be responsible for ongoing maintenance of the Crosswalk Improvements. Upon request, Aurora shall provide as-built drawings of the improvements under parts (1) and (2) of this subsection B.
- C. Trees. Trees located within or in the vicinity of the Licensed Area must be appropriately and sufficiently protected by Aurora from the Installation, Restoration, and Operation work to be performed within the Licensed Area. Protection, which may include fencing or barriers around the trees, must be approved by the City Rep and installed prior to the start of the Installation, Restoration or Operation work. Aurora shall be liable for the loss of or damage to any trees and/or costs of replacing any damaged trees resulting from Aurora’s Installation, Restoration, or Operations. In its discretion the City’s Forestry Division may provide Aurora additional

requirements regarding trees for those areas outside of the Licensed Area that may not be subject to this Agreement.

6. **INSURANCE:** The insurance required by both Aurora and its contractor are set forth in “**Exhibit C**”.
7. **LIABILITY.** Aurora shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of Aurora in connection with exercising the rights granted under this Agreement. To the extent authorized by law and except as otherwise provided in this Agreement, City shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by the City, or its officials, officers, employees, and agents in connection with the matters under this Agreement. Aurora and City are each responsible for its own negligence and that of their officials, officers, employees, and agents, to the extent provided in the Governmental Immunity Act, C.R.S. §24-10-101, *et seq.* No official, officer, employee, or agent of either party shall be charged personally, or held contractually, liable to the other party or its officials, officers, employees, or agents, under any term or condition of this Agreement or for any breach, default, or violation under this Agreement.
8. **REMEDIES.** In addition to revocation of the Agreement and other remedies and rights to relief that may be set forth in this Agreement, the Parties shall have all remedies available at law or in equity against each other.
9. **GOVERNMENTAL APPROVALS AND CHARGES.** Aurora shall obtain and maintain, at its sole cost, and comply with all permits or licenses (federal, state, or local) required for exercising the rights herein granted. Aurora shall pay promptly all taxes, excises, license fees, and permit fees and charges of whatever nature applicable to exercising the rights herein granted and shall not permit any of said taxes, excises or license or permit fees to become delinquent or to fail to pay any penalties or fines assessed with respect to exercising the rights herein granted. The City shall not be liable for the payment of fees, charges, taxes, late charges, penalties or fines of any nature related to the work.
10. **LIENS & OTHER ENCUMBRANCES.** Aurora shall notify its contractors and subcontractors that mechanic's or materialman's liens or any other liens shall not be imposed upon City Property for amounts due any worker for labor performed or materials or equipment furnished either pursuant to C.R.S. § 38-26-107 or by any other authority, or due to any other claim with respect to the work. Aurora shall promptly pay when due all bills, debts and obligations incurred in connection with the work performed under this Agreement and shall not permit the same to become delinquent. If any lien, judgment, execution or adjudication of bankruptcy results which may impair the rights of the City to the City Property, Aurora shall notify the City of such, and Aurora shall reasonably assist the City in resolving the encumbrance.
11. **GOVERNMENTAL IMMUNITY.** Nothing in any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and

limitations Denver and Aurora may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities, or limitations of liability available to Denver and Aurora against third parties by law.

- 12. EXAMINATION OF RECORDS AND AUDIT.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Aurora's exercise of its rights pursuant to this Agreement and any other transactions related to this Agreement upon at least five (5) business days prior written notice to Aurora. Aurora shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of one (1) year after the final exercise of the rights under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require Aurora to make disclosures in violation of state or federal privacy laws. Aurora shall at all times comply with D.R.M.C. 20-276.
- 13. APPROPRIATION.** It is understood and agreed that any obligations of either Party including obligations for payment hereunder, if any, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council or the Aurora City Council, encumbered for the purposes of this Agreement and paid into the Treasury of Denver or Aurora. Both Parties acknowledges that (i) neither Party by this Agreement irrevocably pledges present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Denver or Aurora.
- 14. NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of the work under this Agreement, Aurora agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, protective hairstyle, or physical or mental disability; and Aurora further agrees to insert the foregoing provision in all approved contracts and subcontracts hereunder.
- 15. NOTICES.** Except for notice under Section 4.E. and 4.F., all notices required to be given to the City or Aurora hereunder shall be in writing and provided by personal delivery or sent by certified mail, return receipt requested, and electronic notice to:

City: Executive Director
Department of Parks and Recreation
201 West Colfax Avenue, Department 601
Denver, Colorado 80202

Executive Director
Department of Transportation and Infrastructure
201 West Colfax Avenue, Department 608
Denver, Colorado 80202

Director
Division of Real Estate, Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202

with copies to the City Rep. and to:

City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver, Colorado 80202

Aurora: General Manager, Aurora Water
15151 East Alameda Parkway, Suite 3600
Aurora, Colorado 80012

Real Property Services, Public Works
15151 East Alameda Parkway, Suite 3200
Aurora, Colorado 80012
303-739-7300
publicworks@auroragov.org

City Attorney's Office
15151 East Alameda Parkway, Suite 5300
Aurora, Colorado 80012

Either Party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to Aurora or the City. Daily communications and coordination between the City Rep and the representative of Aurora and its contractor may be telephone or email, if and as agreed by these representatives in writing.

- 16. ENTIRE AGREEMENT.** This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are

mutually agreed upon and are in consideration for one another.

17. **SEVERABILITY.** If any term or provision of this Agreement is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Colorado or the City Charter or City ordinance, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Agreement that substantially satisfies the previously intended consideration while being in compliance with applicable law and the judgment of the court.
18. **AMENDMENT.** Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Agreement.
19. **NO ASSIGNMENT.** Aurora shall not assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Agreement, without the prior written consent of the City.
20. **AUTHORITY TO EXECUTE.** The person signing for Aurora warrants that he or she has the complete authority to sign on behalf of and bind Aurora.
21. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** The Parties consent to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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SIGNATURE BLOCKS BEGIN ON NEXT PAGE.]**

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

Contract Control Number:
Contractor Name:

PARKS-202263367-00
CITY OF AURORA

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202263367-00
CITY OF AURORA

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]


By: _____

Name: _____
(please print)

Title: _____
(please print)

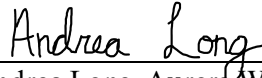
APPROVED:

CITY OF AURORA, COLORADO,
a municipal corporation

By: 

Marshall P. Brown,
General Manager of Aurora Water

Reviewed by:




Andrea Long, Aurora Water

Reviewed by:

 for HR

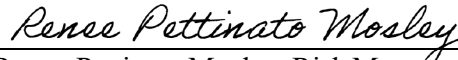
Hector Reynoso, Manager-Real Property

APPROVED AS TO FORM:



Michelle Gardner, Sr. Asst. City Attorney

Reviewed by:



Renee Pettinato Mosley, Risk Manager

EXHIBIT A
LEGAL DESCRIPTION
City of Aurora Interceptor Line


The centerline of a City of Aurora wastewater line, located in TRACT A, GREEN VALLEY RANCH FILING NO. 13, per the plat thereof recorded August 5, 1986 at Reception No. 1683 in (plat) Book 30 at Page 30; located in TRACTS A and B, GREEN VALLEY RANCH FILING NO. 11, per the plat thereof recorded December 4, 1985 at Reception No. 099078 in (plat) Book 30 at Page 19; located in TRACTS A, D, and E, GREEN VALLEY RANCH FILING NO. 37, per the plat thereof recorded January 7, 2003 at Reception No. 2003004077 in (plat) Book 34 at Page 37; located in a parcel of land described in Warranty Deed recorded August 20, 2015 at Reception No. 2015117542; and located in a parcel of land described in Reception No. 1998131930; all being in the City and County of Denver Clerk and Recorder's Office; all being located in Sections 15 and 23, Township 3 South, Range 66 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 23, whence the Northeast Corner of said Section 23 bears N00°16'59"W a distance of 2650.23 feet, with all bearings hereon for line A and B being relative thereto;

LINE A

THENCE N46°52'56"W a distance of 514.79 feet to a point on the easterly line of said parcel of land described in Reception No. 1998131930, said point being the **POINT OF BEGINNING LINE A**;

THENCE N67°54'00"W a distance of 434.94 feet;
THENCE N55°23'49"W a distance of 600.00 feet;
THENCE N27°24'40"W a distance of 312.50 feet;
THENCE N36°54'55"W a distance of 302.25 feet;
THENCE N19°02'14"W a distance of 346.07 feet;


Jacob Stone Frisch, P.L.S. 38149
Date: June 6, 2022
No. 25516-02

For and on Behalf of Frisch & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581

THENCE N22°30'51"W a distance of 103.46 feet to a point on the northerly line of said TRACT A, GREEN VALLEY RANCH FILING NO. 13, said point being the **POINT OF TERMINATION LINE A.**

Excepting therefrom any portion lying within said GREEN VALLEY RANCH FILING NO. 12.

Together with:

LINE B

COMMENCING at said East Quarter Corner of said Section 23;

THENCE N41°25'32"W a distance of 2698.85 feet to a point on the westerly line of said TRACT B, GREEN VALLEY RANCH FILING NO. 11, said point being the **POINT OF BEGINNING LINE B;**

THENCE N14°01'36"E a distance of 6.99;

THENCE N17°59'38"W a distance of 31.09 feet to a point on the northerly line of said TRACT B, GREEN VALLEY RANCH FILING NO. 11, said point being the **POINT OF TERMINATION LINE B.**

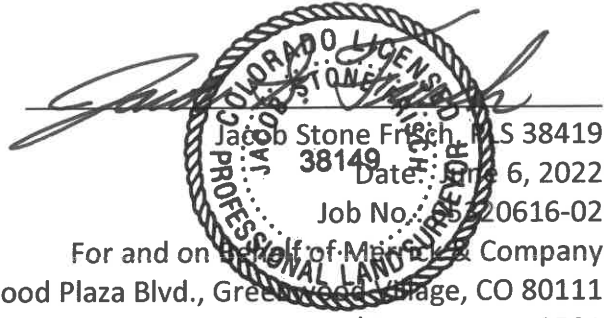
Excepting therefrom any portion lying within GREEN VALLEY RANCH FILING NO. 31, per the plat thereof recorded October 25, 2000 at Reception No. 2000156602, and excepting therefrom any portion lying within a parcel of land described in Special Warranty Deed recorded February 29th, 2000 at Reception No. 200027825, both in the City and County of Denver Clerk and Recorder's Office.

Together with:

LINE C

COMMENCING at the Center Quarter corner of said Section 15, whence the North Quarter corner of said Section 15 bears N00°22'33" W a distance of 2660.92 feet, with all bearings hereon for Line C being relative thereto;

THENCE N10°18'30"W a distance of 346.80 feet to a point on the easterly line of said TRACT D, GREEN VALLEY RANCH FILING NO. 37, said point being the **POINT OF BEGINNING LINE C;**

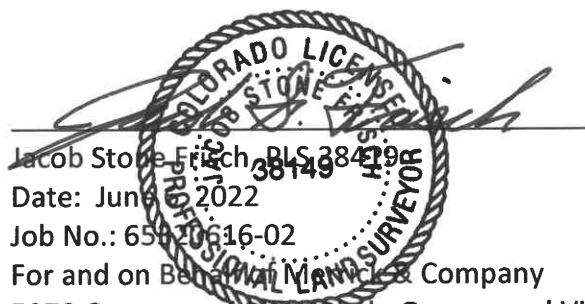


Jacob Stone Frisch, S 38149
Date: June 6, 2022
Job No. 20616-02
For and on behalf of Mitchell & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581

THENCE N49°19'47"W a distance of 233.90 feet to a point on the northerly line of said parcel of land described in Special Warranty Deed recorded August 20, 2015 at Reception No. 2015117542, said point being the **POINT OF TERMINATION LINE C.**

Excepting therefrom any portion lying within GREEN VALLEY RANCH FILING NO. 42, per the plat thereof recorded June 30, 2003 at Reception No. 2003130008, and excepting therefrom any portion lying within GREEN VALLEY RANCH FILING NO. 62, per the plat thereof recorded February 11, 2016 at Reception No. 2016017790, both in the City and County of Denver Clerk and Recorder's Office.

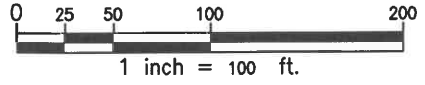
The unit of measurement used in this description is U.S. Survey Feet.



Jacob Stone Fritch, BLS 38419
Date: June 6, 2022
Job No.: 65820616-02
For and on Behalf of MANNING & COMPANY
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581

ILLUSTRATION FOR
EXHIBIT A

NE COR. SEC. 23 T.3S., R.66W.
FOUND 3-1/4" DIA. ALUM. CAP,
SET IN RANGE BOX,
0.5' BELOW GROUND SURFACE,
STAMPED "CITY OF AURORA
2007 PLS 38003"



CITY & COUNTY OF DENVER
TRACT A
GREEN VALLEY RANCH
FILING NO. 13
REC. NO. 1683

BUNGALOWS AT GREEN
VALLEY RANCH HOA
TRACT KK
GREEN VALLEY RANCH
FILING NO. 22
REC. NO. 8002028896

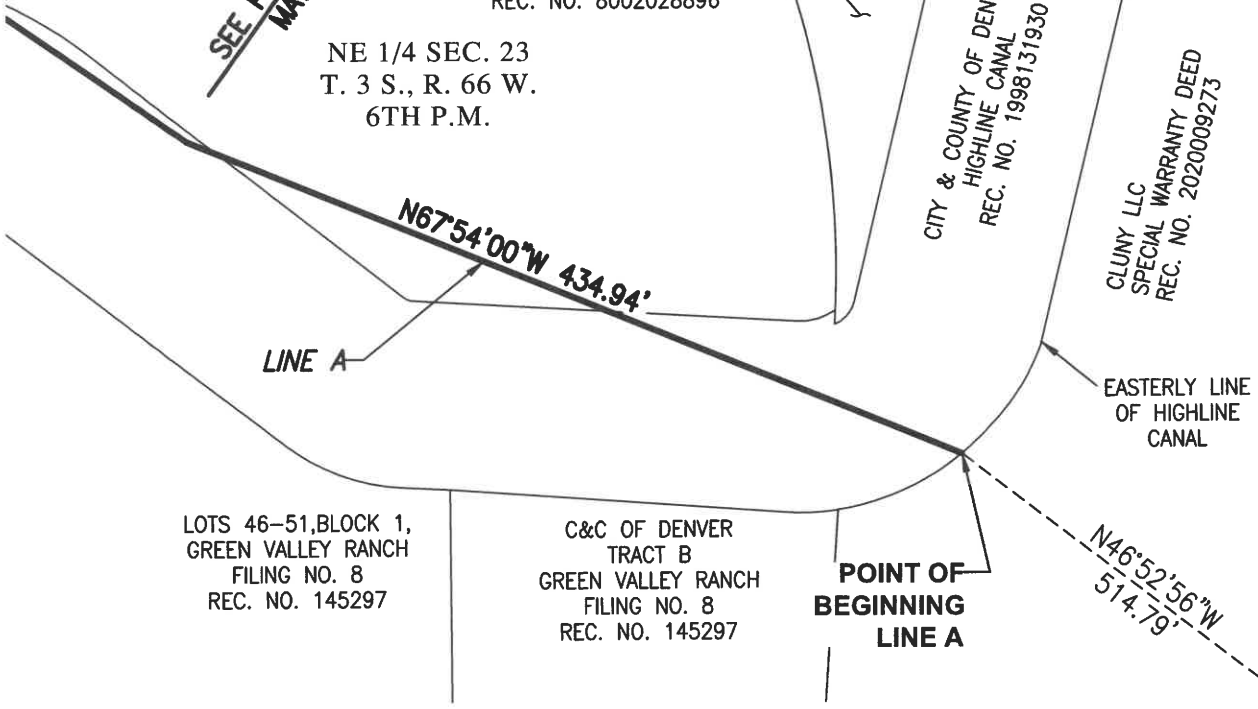
NE 1/4 SEC. 23
T. 3 S., R. 66 W.
6TH P.M.

SEE PAGE 5 OF 10
MATCHLINE

CITY & COUNTY OF DENVER
HIGHLINE CANAL
REC. NO. 1998131930

CLUNY LLC
SPECIAL WARRANTY DEED
REC. NO. 202008273

PICCADILLY RD.
REC. NO. 2004256583
BASIS OF BEARINGS (LINE A & B)
N00°16'59"W 2650.23'



LOTS 46-51, BLOCK 1,
GREEN VALLEY RANCH
FILING NO. 8
REC. NO. 145297

C&C OF DENVER
TRACT B
GREEN VALLEY RANCH
FILING NO. 8
REC. NO. 145297

POINT OF
BEGINNING
LINE A

EASTERLY LINE
OF HIGHLINE
CANAL

POINT OF COMMENCEMENT
LINE A & B

E 1/4 COR. SEC. 23
T.3S., R.66W., 6TH P.M.
FOUND 3" DIA. BRASS CAP
IN RANGE BOX,
0.4' BELOW GROUND
STAMPED "2009, PLS 23527"

COLORADO LICENSE
Jacob S. Jansch
Jacob S. Jansch, PLS, No. 8149
Date: June 6, 2022
Job No. 65320616-02
For and on behalf of
Merrick & Co. LAND SURVEYORS

BEARINGS FOR LINES A & B ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 23, T3S, R66W, 6TH P.M., BEING N00°16'59\"/>

CITY OF AURORA, COLORADO

A CENTERLINE LEGAL DESCRIPTION SITUATED IN THE EAST 1/2 OF SECTION 23, AND THE NW 1/4 OF SECTION 15, ALL IN T3S, R66W OF THE 6th P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING PART GREEN VALLEY RANCH FILINGS 11, 13, and 37, A PORTION OF RECEPTION NO. 2015117542, AND A PORTION OF RECEPTION NO. 1998131930

DRAWN BY: EGL	SCALE: 1"=100'	R.O.W. FILE NUMBER N/A
CHECKED BY: JSF	DATE: 06-06-22	JOB NUMBER: 65320616-02

ILLUSTRATION FOR
EXHIBIT A

BLANKET CABLE
EASEMENT
REC. NO. 073208
5/28/1986

SEE PAGE 6 OF 10
MATCHLINE

BLANKET AVIGATION,
NOISE AND HAZARD
EASEMENT
REC. NO. 073207
5/28/1986

CITY & COUNTY OF DENVER
TRACT A
GREEN VALLEY RANCH
FILING NO. 13
REC. NO. 1683

N55°23'49"W 600.00'

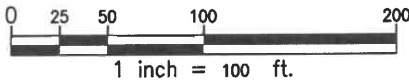
LINE A


CITY & COUNTY OF DENVER
TRACT A
GREEN VALLEY RANCH
FILING NO. 13
REC. NO. 1683

SEE PAGE 4 OF 10
MATCHLINE

CITY & COUNTY OF DENVER
HIGHLINE CANAL
REC. NO. 1998131930

NE 1/4 SEC. 23
T. 3 S., R. 66 W.
6TH P.M.





 Jacob S. Frisch, PLS No. 38149
 Date: June 8, 2022
 Job No. 65320616-02
 For and on behalf of Merrick

BEARINGS FOR LINES A & B ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 23, T3S, R66W, 6TH P.M., BEING N00°16'59"W.
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

A CENTERLINE LEGAL DESCRIPTION SITUATED IN THE EAST 1/2 OF SECTION 23, AND THE NW 1/4 OF SECTION 15, ALL IN T3S, R66W OF THE 6th P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING PART GREEN VALLEY RANCH FILINGS 11, 13, and 37, A PORTION OF RECEPTION NO. 2015117542, AND A PORTION OF RECEPTION NO. 1998131930

DRAWN BY: EGL	SCALE: 1"=100'	R.O.W. FILE NUMBER N/A
CHECKED BY: JSF	DATE: 06-06-22	JOB NUMBER: 65320616-02

ILLUSTRATION FOR
EXHIBIT A

**SEE PAGE 7 OF 10
MATCHLINE**

LOTS 20-43, BLOCK 1,
GREEN VALLEY RANCH
FILING NO. 12
BOOK 30, PAGES 15 & 16

EASEMENT FOR THE
CITY AND COUNTY
OF DENVER
REC. NO. 080778
10/18/1985

CITY & COUNTY
OF DENVER
TRACT A
GREEN VALLEY RANCH
FILING NO. 13
REC. NO. 1683

NE 1/4 SEC. 23
T. 3 S., R. 66 W.
6TH P.M.

BLANKET CABLE
EASEMENT
REC. NO. 073208
5/28/1986

LINE A

CITY & COUNTY
OF DENVER
TRACT A
GREEN VALLEY RANCH
FILING NO. 13
REC. NO. 1683

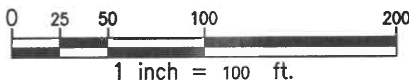
**MATCHLINE
SEE PAGE 5 OF 10**

BLANKET AVIGATION,
NOISE AND HAZARD
EASEMENT
REC. NO. 073207
5/28/1986

N36°54'55"W 302.25'

N27°24'40"W 312.50'

N



Jacob S. Frisch, PLS. No. 8149
Date: June 6, 2022
Job: 65320616-02
For and on behalf of
Merrick & Associates, P.C.
PUBLIC LAND SURVEYOR

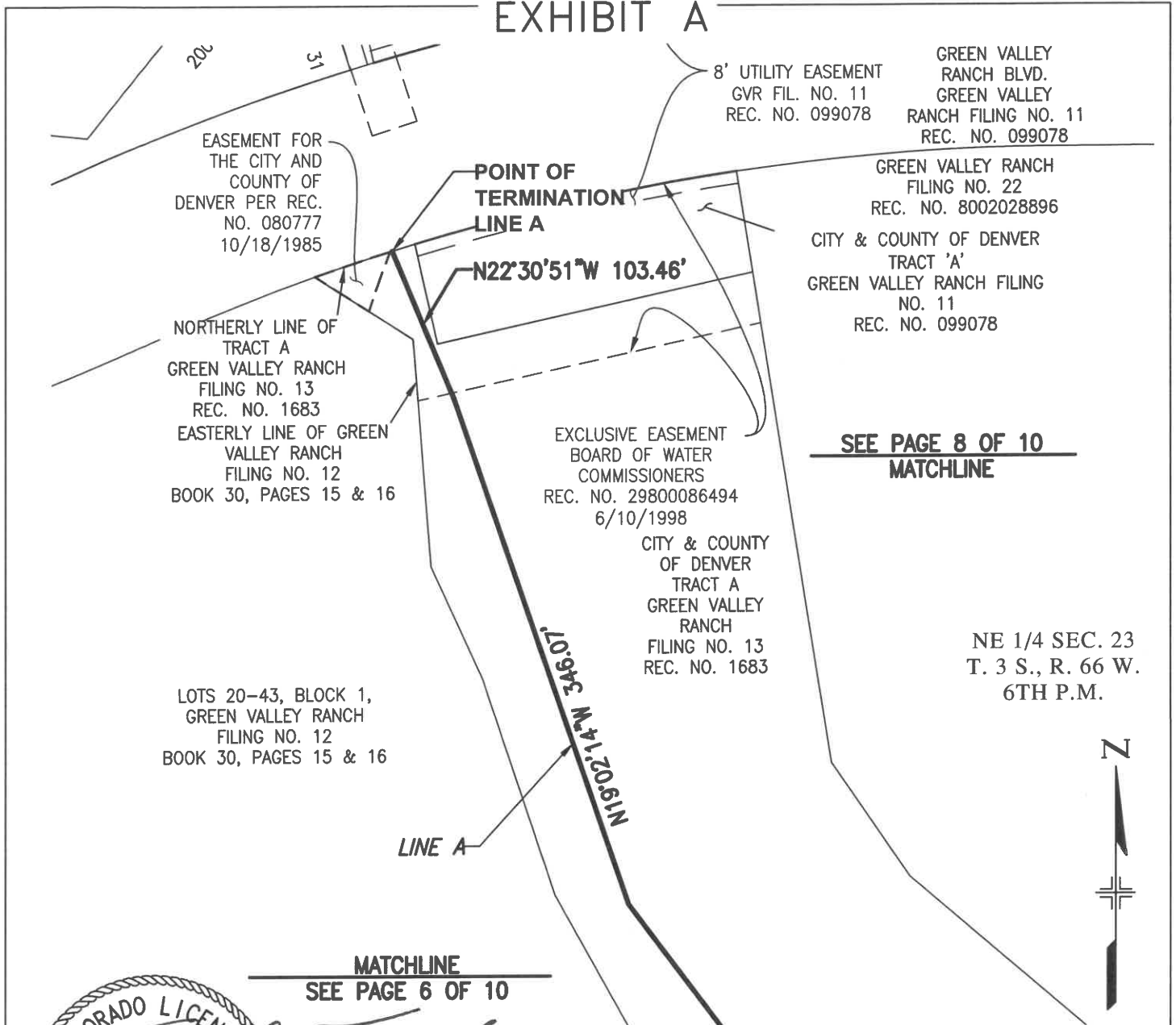
BEARINGS FOR LINES A & B ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 23, T3S, R66W, 6TH P.M., BEING N00°16'59"W.
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

A CENTERLINE LEGAL DESCRIPTION SITUATED IN THE EAST 1/2 OF SECTION 23, AND THE NW 1/4 OF SECTION 15, ALL IN T3S, R66W OF THE 6th P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING PART GREEN VALLEY RANCH FILINGS 11, 13, and 37, A PORTION OF RECEPTION NO. 2015117542, AND A PORTION OF RECEPTION NO. 1998131930

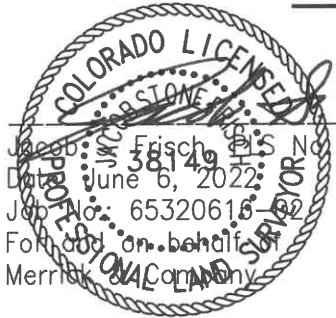
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CHECKED BY: JSF	DATE: 06-06-22	JOB NUMBER: 65320616-02

ILLUSTRATION FOR
EXHIBIT A

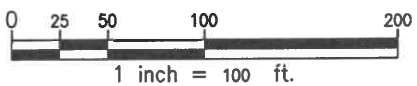


**SEE PAGE 8 OF 10
MATCHLINE**

**MATCHLINE
SEE PAGE 6 OF 10**



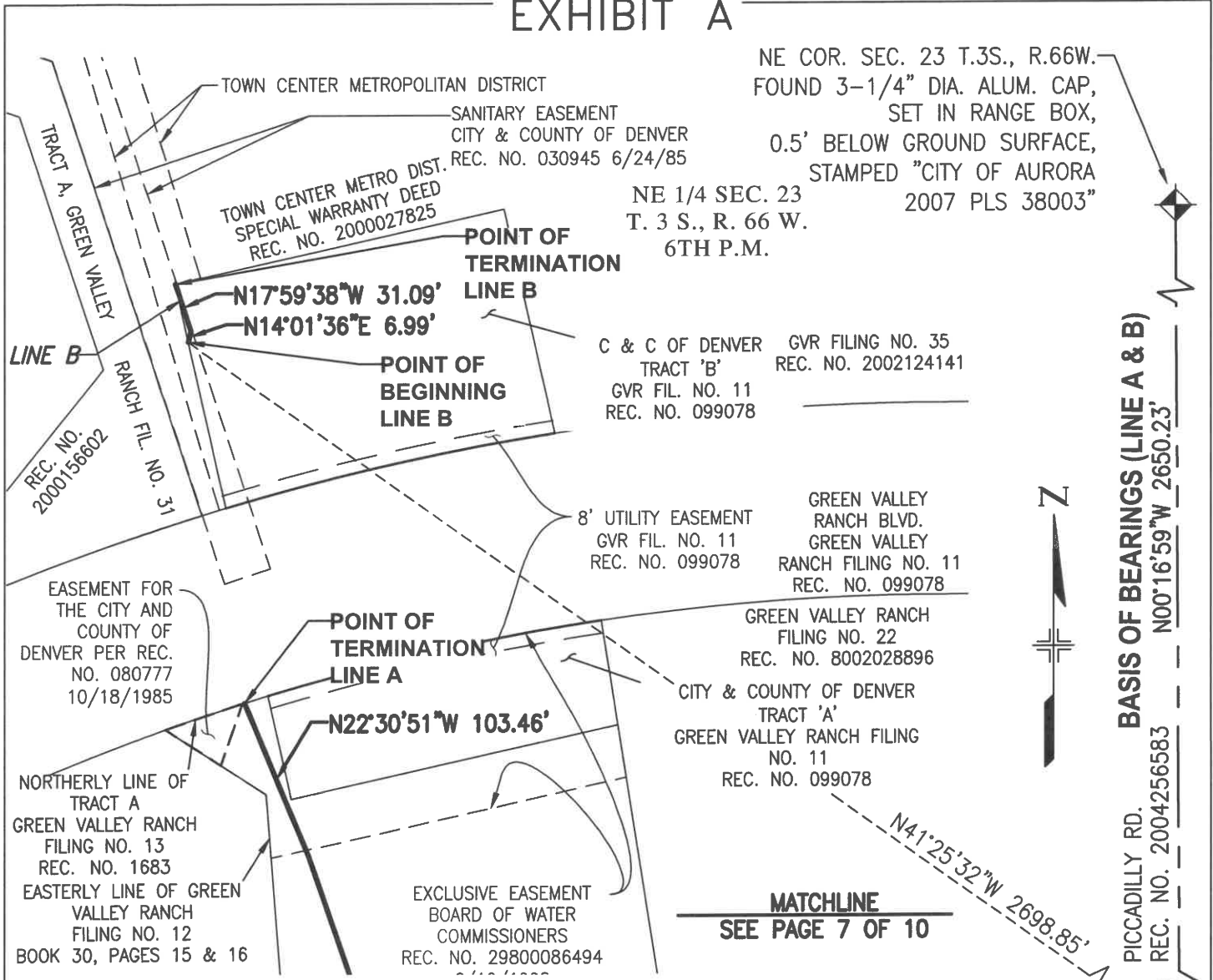
Jacob Frisch
38149



BEARINGS FOR LINES A & B ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 23, T3S, R66W, 6TH P.M., BEING N00°16'59\"/>

CITY OF AURORA, COLORADO			A CENTERLINE LEGAL DESCRIPTION SITUATED IN THE EAST 1/2 OF SECTION 23, AND THE NW 1/4 OF SECTION 15, ALL IN T3S, R66W OF THE 6th P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING PART GREEN VALLEY RANCH FILINGS 11, 13, and 37, A PORTION OF RECEPTION NO. 2015117542, AND A PORTION OF RECEPTION NO. 1998131930
DRAWN BY: EGL	SCALE: 1"=100'	R.O.W. FILE NUMBER N/A	
CHECKED BY: JSF	DATE: 06-06-22	JOB NUMBER: 65320616-02	
Page 7 of 9			

ILLUSTRATION FOR
EXHIBIT A



NE COR. SEC. 23 T.3S., R.66W.
FOUND 3-1/4" DIA. ALUM. CAP,
SET IN RANGE BOX,
0.5' BELOW GROUND SURFACE,
STAMPED "CITY OF AURORA
2007 PLS 38003"

NE 1/4 SEC. 23
T. 3 S., R. 66 W.
6TH P.M.

C & C OF DENVER TRACT 'B'
GVR FIL. NO. 11
REC. NO. 099078

GVR FILING NO. 35
REC. NO. 2002124141

8' UTILITY EASEMENT
GVR FIL. NO. 11
REC. NO. 099078

GREEN VALLEY RANCH BLVD.
GREEN VALLEY RANCH FILING NO. 11
REC. NO. 099078

GREEN VALLEY RANCH
FILING NO. 22
REC. NO. 8002028896

CITY & COUNTY OF DENVER
TRACT 'A'
GREEN VALLEY RANCH FILING
NO. 11
REC. NO. 099078

MATCHLINE
SEE PAGE 7 OF 10

**POINT OF COMMENCEMENT
LINE A & B**

E 1/4 COR. SEC. 23
T.3S., R.66W., 6TH P.M.
FOUND 3" DIA. BRASS CAP
IN RANGE BOX,
0.4' BELOW GROUND
STAMPED "2009, PLS 23527"

BASIS OF BEARINGS (LINE A & B)
 N00°16'59"W 2650.23'
 N00°16'59"W 2650.23'
 PICCADILLY RD.
 REC. NO. 2004256583

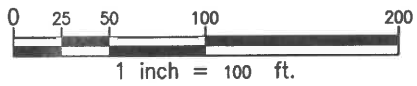


EASEMENT FOR
THE CITY AND
COUNTY OF
DENVER PER REC.
NO. 080777
10/18/1985

NORTHERLY LINE OF
TRACT A
GREEN VALLEY RANCH
FILING NO. 13
REC. NO. 1683
EASTERLY LINE OF GREEN
VALLEY RANCH
FILING NO. 12
BOOK 30, PAGES 15 & 16

EXCLUSIVE EASEMENT
BOARD OF WATER
COMMISSIONERS
REC. NO. 29800086494

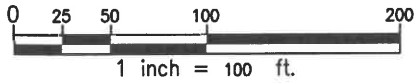
COLORADO LICENSED SURVEYOR
Jacob S. Frisch
 Jacob S. Frisch, PLS No. 8149
 Date: June 6, 2022
 Job No. 65320616-02
 For and on behalf of
 Merrick & Associates, P.C.



BEARINGS FOR LINES A & B ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 23, T3S, R66W, 6TH P.M., BEING N00°16'59"W.
 This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO			A CENTERLINE LEGAL DESCRIPTION SITUATED IN THE EAST 1/2 OF SECTION 23, AND THE NW 1/4 OF SECTION 15, ALL IN T3S, R66W OF THE 6th P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING PART GREEN VALLEY RANCH FILINGS 11, 13, and 37, A PORTION OF RECEPTION NO. 2015117542, AND A PORTION OF RECEPTION NO. 1998131930
DRAWN BY: EGL	SCALE: 1"=100'	R.O.W. FILE NUMBER N/A	
CHECKED BY: JSF	DATE: 06-06-22	JOB NUMBER: 65320616-02	
Page 8 of 9			

ILLUSTRATION FOR
EXHIBIT A



N1/4 COR. SEC. 15
FND. 3" ALUM. CAP
STAMPED "PLS 33204, 2009"
1.5" BELOW ASPHALT
IN MONUMENT BOX
T3S, R66W, 6TH P.M.

TRACT J, TOWN CENTER METRO DISTRICT
GREEN VALLEY RANCH FIL. NO. 62
REC. NO. 2016017790

NW 1/4 SEC. 15
T. 3 S., R. 66 W.
6TH P.M.

TRACT E, GREEN VALLEY
RANCH FIL. NO. 37
REC. NO. 2003004077

CITY & COUNTY OF DENVER
SPECIAL WARRANTY DEED
REC. NO. 2015117542

CITY AND COUNTY OF DENVER
GREEN VALLEY RANCH
FIL. NO. 37, TRACT E
REC. NO. 2003004077

GVR FIL. NO. 37 TR. A

LOTS 1-27, BLOCK 12, GREEN
VALLEY RANCH, FIL. NO. 37
REC. NO. 2003004077

53RD AVE., C & C OF DENVER
GREEN VALLEY RANCH, FIL. NO. 37
REC. NO. 2003004077

**POINT OF
TERMINATION
LINE C**

LINE C

N49°19'47"W 233.90'

**POINT OF
BEGINNING
LINE C**

N10°18'30"W 346.80'

N00°22'33"W 2660.92'

BASIS OF BEARINGS (LINE C)

DUNKIRK ST.,
C & C OF DENVER
GVR, FIL. NO. 42
REC. NO. 2003130008

C & C OF DENVER
WARRANTY DEED
REC. NO. 2015117547
FOR TRACT A AND D

POINT OF COMMENCEMENT LINE C

C1/4 SEC. 15
FND. 3 TIES PER MON. REC.
SET #6 REBAR W/
3.25" ALUM. CAP
STAMPED "PLS 38149, 2021"
AT INTERSECTION OF TIES
T3S, R66W, 6TH P.M.

Jacob S. Frisch, License No. 8149
 Date: June 6, 2022
 Job No. 65320616-02
 For and on behalf of Merrick

BEARINGS FOR LINE C ARE BASED ON THE EAST LINE OF THE NW 1/4 OF SECTION 15, T3S, R66W, 6TH P.M., BEING N00°22'33"W. This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO			A CENTERLINE LEGAL DESCRIPTION SITUATED IN THE EAST 1/2 OF SECTION 23, AND THE NW 1/4 OF SECTION 15, ALL IN T3S, R66W OF THE 6th P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING PART GREEN VALLEY RANCH FILINGS 11, 13, and 37, A PORTION OF RECEPTION NO. 2015117542, AND A PORTION OF RECEPTION NO. 1998131930.
DRAWN BY: EGL	SCALE: 1"=100'	R.O.W. FILE NUMBER N/A	
CHECKED BY: JSF	DATE: 06-06-22	JOB NUMBER: 65320616-02	
Page 9 of 9			

Exhibit C INSURANCE REQUIREMENTS

During the term of this Agreement, Aurora shall pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering Aurora, its employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. Aurora shall maintain commercial general liability insurance covering all operations by or on behalf of Aurora on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

\$2,000,000 each occurrence

\$4,000,000 general aggregate

\$4,000,000 products and completed operations

Commercial Automobile Liability Insurance. Aurora shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident.

Workers' Compensation and Employers Liability Insurance. Aurora shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Aurora shall maintain Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

Umbrella/Excess Liability Insurance. Aurora shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in this agreement which is at least as broad as the underlying policies. Minimum policy limits shall be not less than Two Million Dollars (\$2,000,000) per occurrence. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Pollution Liability: Aurora is self-insured for all pollution liability exposures.

Subcontractor's Insurance It shall be the responsibility of the Aurora to ensure that subcontractors maintain:

- A. **Commercial General Liability Insurance** with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate and shall name Aurora and the City as an additional insureds; and
- B. **Worker's Compensation Insurance** with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado and Employers Liability Insurance with minimum limits of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.
- C. **Contractor's Pollution Legal Liability Insurance** covering any bodily injury, liability, and property damage liability, arising out of the collection and disposal of pollutants, including items in transit to a permanent disposal facility, which may arise from activities under or incidental to this agreement. This policy shall be maintained with minimum limits of Five Million Dollars (\$5,000,000) per claim (with retroactive date included) or per occurrence.

Aurora is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

Limits of Insurance & Self 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. ***If Aurora self-insures any or all of the insurance coverages delineated herein, Aurora shall provide a self-insurance letter indicating the types of risk it self-insures and that it has sufficient financial capacity to support self-insuring these risks.***

Additional Insured. Aurora shall name the City, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement for the Commercial General Liability, Auto Liability, and Excess Liability insurance policies and the certificate of insurance will include this specific language.

Certificates of Insurance. Upon the execution of this Agreement, Aurora shall provide certificates of insurance and/or a letter of self-insurance to the City and County of Denver demonstrating that the minimum coverages required herein are in effect. Aurora 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 and County of Denver's Director of Risk Management. All certificates of insurance must be kept in force throughout the duration of the services. If any of Aurora's or its subcontractor's coverage is renewed at any time prior to completion of the services, Aurora 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. Aurora shall provide copies of insurance policies to the City Risk Manager upon request.