

ACCESS & USE LICENSE AGREEMENT

This **ACCESS & USE LICENSE AGREEMENT** ("Agreement") is entered, as of 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 of the State of Colorado (the "City") and the **COUNTY OF ARAPAHOE**, a political subdivision of the State of Colorado (the "County"), (collectively, "Parties").

RECITALS

A. The County is undertaking a road improvement project known as Arapahoe County Project No. STU C100-038, Iliff Avenue-Quebec Street to Parker Road Project (the "Project").

B. To construct the Project, the County requires a License from the City approximately at the location of the southeast corner of Iliff and the High Line Canal as described and depicted on Exhibit A attached hereto and incorporated herein by reference ("License Area").

C. Work on and for the Project may occur within the License Area. Such work may include the staging of equipment and materials as well as doing construction work for the Project, all of which shall constitute "License Rights."

D. The License Area is owned by the City (the "City Property") and under the authority, management and operation of the Denver Department of Parks and Recreation ("DPR") as part of its trail system along the High Line Canal.

E. The City Property is encumbered by an easement granted to Wind Stream Condominium Association, Inc. ("Wind Stream"), and such document shall be referred to as ("Easement").

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

1. **LICENSE:** The County and its officers, directors, employees, representatives, agents, consultants and contractors (hereinafter referred to collectively as "County") are hereby granted access as limited by this Agreement onto, over and across the License Area, as described

in **Exhibit A**, for the purpose of exercising the County's rights hereunder. The County acknowledges, concedes and agrees that the exercise of the License Rights by the County shall be in accordance with, and subject to, the terms and conditions set forth in this Agreement. This Agreement does not authorize the County to enter upon, or make any use of, any property other than the License Area and for only those purposes identified as the License Rights. The License Rights are not transferable and are non-exclusive.

2. CITY RETAINED RIGHTS: The City retains the right to use, occupy, enjoy, or grant other interests and in all other ways govern and control the License Area and any other City-owned property and right-of-way so long as such City activity does not substantially impair the License Rights as granted herein. The City retains the right to control, monitor, and establish procedures applicable to the County's use of the License Area so long as such proposed control, monitor, or other procedures do not unreasonably interfere with or delay the work of the County's project for which the License Rights are granted. In the event the County fails to comply with this Agreement, the City retains the right, at the DPR Executive Director's sole discretion, to impose and require additional reasonable terms or conditions that do not substantially impair the License Rights including charging to the County actual costs or expenses incurred by the City resulting from the County's failure to comply.

3. EXISTING EASEMENT OF WIND STREAM: The County acknowledges that Wind Stream has an Easement from the City that is partially located within the License Area. The County agrees to make any arrangements necessary with Wind Stream that would allow the County to impair any of Wind Stream's rights pursuant to the Easement. Any rights granted by the City to the County herein are specifically subject to the Easement.

4. COMPENSATION: The County or such other party as determined by the County, but not the City, shall be liable for all costs and expenses associated with any work performed in the License Area as set forth in this Agreement. Further, the County shall pay the City, as compensation for the City's granting of this Agreement, the sum of Four Thousand Dollars and Zero Cents (\$4,000.00) for each year this Agreement is in effect.

5. BASIC TERMS & CONDITIONS:

A. **Term:** This Agreement shall commence after the County has provided 30 days prior written notice to the City and shall extend for a period of one year. The City also grants the County the option to extend this Agreement for an additional period not to exceed one year upon the payment of additional compensation as set forth above. The County shall provide notice to the City in writing a minimum of thirty (30) days prior to the expiration of the initial term of the Agreement that it desires to extend the term. In any event, the Agreement shall expire upon the completion of restoration work, but by no later than three (3) years after the effective date of this Agreement. Once expired, the License Rights of the County shall terminate.

B. **Compliance with Laws:** The County 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 exercising the License Rights in the License Area. Any required manifest, approval, license or permit shall be issued in the County's or its contractor's name. The County hereby acknowledges and agrees that, whether a permit is issued to the County or its contractor, the County 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 exercising the License Rights within the License Area. The County should be prepared to present a fully executed copy of this Agreement upon request while exercising its License Rights within the License Area.

C. **No Property Interest:** Nothing in this Agreement creates or recognizes a property interest on the part of the County in or to the License Area.

D. **Revocation:** The DPR Executive Director shall have the right, at the DPR Executive Director's sole discretion, to revoke or suspend the License Rights granted under this Agreement at any time only for a material breach of this Agreement. The DPR Executive Director will give the County a Notice of Revocation ("Notice"). If the reason for the Notice is for a curable violation of this Agreement, as determined by the DPR

Executive Director, upon receipt of such Notice, the County shall have thirty (30) calendar 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, which will not be unreasonably withheld. If the reason for the Notice is not curable, as determined by the DPR Executive Director, the County shall have ninety (90) calendar days to remove the equipment, staging materials, and all its appurtenances from the License Area and restore the License Area as required herein.

E. **City Representative:** A DPR employee, a City representative, or a private contractor (“City Rep”) will be assigned by the DPR Executive Director to be the County’s contact for coordination and oversight of the License Rights 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 notice to the County. This Agreement shall not apply to future work within the License Area once the Agreement terminates, or to any other City Property where the County may need to perform other work and shall be subject to applicable City requirements.

F. **Direction by City Representative:** The County shall develop and implement appropriate schedules, plans and protocols necessary for exercising its License Rights within the License Area and provide the City Rep with said schedules, plans and protocols. The County shall provide prior written notice to the City Rep before accessing the License Area to start exercising its License Rights within the License Area. The County shall take all reasonable measures to keep the City Rep informed of the progress of the Project, Restoration and related activities, and any emergencies, in accordance with this Agreement and to comply with the reasonable directions and requirements of the City Rep, including any order to suspend work or to cease and desist for any unauthorized activities.

G. **Contractors:** At no time shall the County, its officials, employees, contractors, subcontractors, consultants, suppliers, laborers or agents 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.

H. **Restoration:** The County shall not damage, destroy or harm any improvements on or about the License Area, except to the extent required by the Project plans, or other City-owned property no more than necessary in exercising its License Rights and as contemplated by the Project. The County shall promptly repair, replace or restore all damaged, destroyed or harmed improvements, including improvements and property necessarily damaged or altered in exercising the License Rights (Restoration). The Restoration must be completed within a period of 300 days from the date that the County notifies the City Rep (as defined herein) that earth-disturbing work has commenced ("Restoration Date").

I. **Utilities:** The County 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 when exercising the License Rights within the License Area. When exercising the License Rights within the License Area, the County 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 License Area, but the City expressly disclaims the reliability or accuracy of any such drawings or documents it may provide to the County.

J. **Emergency:** Written notice requirements are waived in the event of any emergency situation requiring immediate access or activities on or about the License Area, such as a major on-site accident, contamination exposure, utility damage, and security breaches. In the event of such an emergency, the County shall provide verbal notice to the City Rep as soon as feasible (or, if the City Rep is not available after three 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 hours of such emergency. In the event of an emergency on or about the License Area the

County shall be responsible for timely notifying and cooperating with the appropriate governmental authorities, as required by law.

K. **Personal Property:** No equipment, vehicles, temporary structures, road base, excess soil and rocks, chemicals, signs, barriers, materials, supplies, construction debris and waste brought onto the License Area or generated by the County on the License Area (“Personal Property”) shall be stored outside of the License Area. When exercising its License Rights within the License Area the County 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, the County shall promptly remove from the License Area all Personal Property and shall do so in compliance with federal, state and local regulatory requirements, standards and guidelines. Alternatively, if the County should fail to remove the Personal Property as provided herein, the City may perform such removal and the County shall promptly reimburse the City for all reasonable costs incurred by the City.

L. **Environmental Requirements:**

(1) **Hazardous Materials:** The County shall be solely liable for all costs and expenses associated with any Hazardous Materials, as defined below, that The County brings onto the License Area as a consequence of exercising the License Rights. The County 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) **The County's Responsibility and Liability:** The County shall (i) assume all liability for proper manifesting and management of all waste and, in particular, Hazardous Materials that The County brings onto the License Area as a consequence of exercising the License Rights; (ii) use best efforts to minimize the volume of Hazardous Materials associated with the work or related activities on or about the License 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 License Area; and (iv) remove all Hazardous Materials that The County brings onto the License Area as a consequence of exercising the License Rights from the License Area. The City shall not own or be responsible for and does not take legal title to any of the Hazardous Materials and other waste generated by the County in the course of the work.

(3) **Soils Management:** Soil excavated during any work under this Agreement which contains Hazardous Materials must be removed from the City Property and legally disposed as specified above. Excavated soil which does not contain Hazardous Materials or other waste may be reused as backfill or re-grading on the License Area 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 License Area by the County 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 using

criteria established by the Colorado Department of Public Health and Environment and the City's Department of Public Health and Environment.

6. **SPECIAL CONDITIONS OF ACCESS & USE:** 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 exercising the License Rights in the License Area require that portions of any bike/pedestrian trail or access to any facility or parking lot be closed for more than twenty-four (24) continuous hours, the County shall prepare a detour plan which must be approved by the City Rep prior to the County implementing the detour plan ("Traffic Control"). All Traffic Control measures, including barricades, signs, and flagging are subject to approval or modification by the City Rep, which shall not be unreasonably withheld.

B. **Trees:** Any trees located within the License Area must be appropriately and sufficiently protected by the County when exercising its License Rights. Protection, which may include fencing or barriers around the trees, are subject to approval by the City Rep, which shall not be unreasonably withheld, and installed prior to the County exercising its License Rights.

C. **Pedestrian Safety:** The County must prepare a plan to insure the safety of pedestrians in and adjacent to the License Area. All pedestrian safety measures are subject to approval or modification by the City Rep, which shall not be unreasonably withheld.

7. **INSURANCE:**

A. **General Conditions:** The County agrees to secure, or will cause its contractor to secure, at or before the time of commencement of the Project in the License Area, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The County or its contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, including

any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the County shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the County. The County shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the County. The County shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** The County shall provide a copy of this Agreement to its insurance agent or broker. The County may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. The County certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or the other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the County’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to police and endorsements.

C. **Additional Insureds:** For Commercial General Liability, Auto Liability Professional Liability, and Excess Liability/Umbrella (if required), The County’s

insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. **Waiver of Subrogation:** For all coverages required under this Agreement, The County's insurer shall waive subrogation rights against the City.

E. **All Subcontractors and Subconsultants:** (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the County. The County shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The County agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. **Workers' Compensation/Employer's Liability Insurance:** The County shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The County expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the County executes this Agreement.

G. **Commercial General Liability:** The County shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. **Business Automobile Liability:** The County shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing the services under this Agreement.

I. **Personal Automobile Insurance:** The County shall ensure personal automobile insurance is in force with limits of \$100,000 bodily injury per person; \$300,000 bodily injury per accident; \$50,000 property damage for all vehicles used in performing services under this Agreement. The policy will include a business use endorsement. The County represents, as material representations upon which the City is relying, that the County does not own any fleet vehicles and that in performing Services under the Agreement, the County's owners, officers, directors, and employees use their personal vehicles. The County shall ensure that any person operating a motor vehicle in performing Services under the Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

J. **Additional Provisions:**

- (i) For Commercial General Liability, the policies must provide the following:
 - (a) That this Agreement is an Insured Contract under the policy;
 - (b) Defense costs are outside the limits of liability;
 - (c) A severability of interests, separation of insureds provision (no insured v. insured exclusion); and
 - (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (ii) For claims-made coverage:
 - (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

- (b) The County shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, The County will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

K. **Governmental Entities:** The County is a “public entity” within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended (“Act”). The County shall maintain insurance, by commercial policy as set forth in Paragraph 7.A. through J., or self-insurance, as is necessary to meet its liabilities under the Act. Proof of such insurance shall be provided only upon request by the City. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties 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 the Parties against third parties by law.

8. **LIABILITY:** To the extent authorized by law, the County or its contractor 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 the County or its officials, officers, employees, and agents in connection with the subject matter of 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 subject matter of this Agreement. The County 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.

9. **REMEDIES AND VENUE:** In addition to the revocation of the Agreement and other remedies and rights to relief set forth in this Agreement, the Parties shall have all remedies available at law or in equity against the County. Venue for any action under this Agreement shall be in the District Court for the City and County of Denver.

10. **APPROVALS AND CHARGES:** The County shall obtain and maintain, at its sole cost, and comply with all permits or licenses (federal, state, or local) required when exercising its License Rights within the License Area. The County shall pay promptly all applicable taxes, excises, license fees, and permit fees and charges of whatever nature when exercising its License Rights within the License Area 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 the work. 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.

11. **LIENS & OTHER ENCUMBRANCES:** The County 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. The County 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, The County shall notify the City of such, and the County shall reasonably assist the City in resolving the encumbrance.

12. **GOVERNMENTAL IMMUNITY:** Nothing in any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or The County 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 the City or the County against third parties by law.

13. NO DISCRIMINATION IN EMPLOYMENT: In connection with exercising its License Rights within the License Area, the County may not refuse to hire, discharge, promote or demote, or 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 identity or gender expression, material status, or physical or mental disability; and the County further agrees to insert the foregoing provision in all approved contracts and subcontracts hereunder.

14. NOTICES: All notices required to be given to the City or the County hereunder shall be in writing and provided by personal delivery or sent by certified mail, return receipt requested, to:

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

Executive Director
Department of Public Works
201 West Colfax Ave., Dept. 608
Denver, Colorado 80202

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

City Rep for DPR
201 West Colfax Ave., Dept. 601
Denver, Colorado 80202
Attn: Jason Coffey
Email: Jason.Coffey@denvergov.org

County: Arapahoe County Attorney Office
5334 S Prince St, Littleton, CO 80120
Robert Hill, Senior Assistant County Attorney

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 the County or the City. Daily communications and coordination between the City Rep and the representative of the County and its contractor may be telephone or email, if so allowed under this Agreement and as agreed by these representatives.

15. **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.

16. **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.

17. **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.

18. **NO ASSIGNMENT:** Neither the City nor the County shall 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 other party.

19. **AUTHORITY TO EXECUTE:** The person signing for the County warrants that he or she has the complete authority to sign on behalf of and bind the County.

20. **ELECTRONIC SIGNATURE AND ELECTRONIC RECORDS:** The County consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the agreement, may be signed electronically by the City in the manner specified by the City. 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.

**[REMAINDER OF PAGE DELIBERATELY LEFT BLANK.
SIGNATURE BLOCKS BEGIN ON NEXT PAGE.]**

Contract Control Number:
Contractor Name:

FINAN-202054110-00
THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF ARAPAHOE, STATE OF COLORADO

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:

FINAN-202054110-00
THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF ARAPAHOE, STATE OF COLORADO

By: SEE SIGNED VENDOR PAGE BELOW

Name:

Title:

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

By: Bryan D Weimer
Bryan D Weimer, PWLF
Director of PW&D, Arapahoe County
Authority Granted by Commissioner
Resolution No. 200110

"COUNTY"

EXHIBIT "A"

PROJECT NUMBER: STU C100-038
TEMPORARY EASEMENT NUMBER: TE-70

PROJECT CODE: 20992

DATE: May 7, 2019

DESCRIPTION

A Temporary Easement No. TE-70 of the Department of Transportation, State of Colorado Project No. STU C100-038 containing 550 sq. ft. (0.013 acres), more or less, being a portion of that parcel of land described in the Decree Quieting Title with City and County of Denver as Plaintiff and Wind Stream Condominium Association, Inc. as Defendant recorded on October 7, 2008 at Reception Number B8112287 in the office of the Arapahoe County Recorder, located in the Southwest Quarter of Section 27, Township 4 South, Range 67 West, of the 6th Principal Meridian, in Arapahoe County, Colorado, said parcel being more particularly described as follows:

Beginning at the northwest corner of said parcel described in Decree Quieting Title recorded at Reception Number B8112287, from whence the Northeast Corner of said Southwest Quarter of Section 27 (monumented by a 3 ¼ inch brass cap in a range box at the intersection of Iliff Avenue and Dayton Way stamped "COLO DEPT OF TRANSPORTATION 1994 PLS NO 26280") bears North 87°15'35" East for a distance of 1387.53 feet, said point being the TRUE POINT OF BEGINNING;

1. Thence North 89°44'18" East, along north line of said parcel described in Decree Quieting Title recorded at Reception Number B8112287, for a distance of 25.65 feet to the northeast corner of said parcel described in Decree Quieting Title recorded at Reception Number B8112287;
2. Thence South 38°28'31" East, along the east line of said parcel described in Decree Quieting Title recorded at Reception Number B8112287, for a distance of 16.97 feet;
3. Thence South 00°15'42" East for a distance of 5.42 feet;
4. Thence South 48°30'15" West for a distance of 14.82 feet to a point on the southwest line of said parcel described in Decree Quieting Title recorded at Reception Number B8112287;
5. Thence North 41°29'45" West, along said southwest line of that parcel described in Decree Quieting Title recorded at Reception Number B8112287, for a distance of 37.93 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described Temporary Easement contains 550 sq. ft. (0.013 acres), more or less.

The purpose of the above-described Temporary Easement is for the reconstruction of a driveway and construction of a roadway, sidewalks, slopes and other public improvements.

BASIS OF BEARINGS: All bearings shown herein are based on a Grid Bearing of North 22°58'58"West from NGS Station "JOG", being a 3 ½ inch NGS Brass Cap in concrete stamped "JOG 1977", to NGS Station "TRANSPORTATION", being a 9/16 inch stainless steel rod in a sleeve set in a 5 inch CDOT well box stamped "TRANSPORTATION 1995".

Bradley Danielson 5-7-19
Bradley Danielson P.L.S. 25622
For and on behalf of
David Evans and Associates
1600 Broadway, Suite 800
Denver, CO 80202

