

## REVOCABLE LICENSE AGREEMENT

**THIS LICENSE** (“License”) is granted by the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (“City”) to the County of Arapahoe, a political subdivision of the State of Colorado, whose address is 5334 South Prince Street, Littleton, Colorado 80120 (“Licensee”).

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and obligations set forth herein, the receipt and adequacy of which are hereby acknowledged, the Licensee and City agree as follows:

1. **Grant, Term, and Scope of Work**. The City grants solely to the Licensee, for a term commencing on June 1, 2019 until May 31, 2039, subject to the conditions and terms in this License, a non-exclusive revocable license for the Allowable Use more specifically described in **Exhibit A**, attached and incorporated by this reference (the “**Allowable Use**”). The land to which this License applies is that area of land described and set forth in **Exhibit B**, attached and incorporated by this reference (the “**Premises**”).
2. **Revocation and Retained Rights of City**. The City retains the absolute right to revoke the License at any time for any reason. Revocation shall be in writing signed by the Executive Director the Department of Public Health & Environment (the “**Executive Director**”). The City reserves the right to own and occupy the Premises in any manner that does not unreasonably interfere with the exercise of the rights granted by this License.
3. **Use of Premises**. As a condition of the License, Licensee shall use the Premises as follows:
  - a. **Use**. The Premises shall only be used for the Allowable Use.
  - b. **Other Permits**. Prior to commencement date of the License, Licensee shall obtain all necessary federal, state, and local permits for the use of the Premises. Licensee shall comply with all applicable laws, rules, or regulations of the City. Nothing in this License shall relieve Licensee from complying with other regulatory requirements applicable to the License and the Allowable Use.
  - c. **Damage or Injury**. The City shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Licensee’s use of the Premises under the terms of this License.
4. **Termination**. In the event this License is canceled, terminated, or revoked by either party before the expiration of its term, the Licensee shall at its sole expense remove any personal property from the Premises, and shall restore the Premises to the extent required by the Executive Director. The provisions of Section 7 shall apply to any damage to the Premises.

5. **Compensation and Payment.** Licensee shall pay and City shall accept as the sole compensation for permitting the Licensee's Allowable Use on the Premises the amount of **TEN DOLLARS AND ZERO CENTS (\$10.00).**

6. **No Cost to City.** The exercise of the privileges granted by this License shall be without cost or expense to the City.

7. **Maintenance.** The Licensee shall be responsible for maintaining the Premises during the term of this License in the same condition that existed as of the date of this License.

8. **Damage to City Property.** Any property of the City damaged or destroyed by Licensee incident to the use of this License shall be promptly repaired or replaced by Licensee to the satisfaction of the Executive Director. The Executive Director may, at his/her option, in lieu of such repair or replacement, require Licensee to pay to the City money in an amount sufficient to compensate for the loss sustained by the City for any damage that may result from the Allowable Use.

9. **Compliance with Environmental Requirements.** Licensee shall comply with all applicable local, state, and federal environmental rules, regulations, statutes, laws or orders (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this License, the terms "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides and any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, or the Colorado law governing hazardous waste C.R.S. § 25-15-101, et seq., 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 rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

10. **Insurance.** At all times during the term of this Agreement, including any renewals or extensions, Licensee shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

11. **Liability of the Parties.** The Parties understand and agree each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. The provision of services under this Agreement is for the benefit of both Parties. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.

12. **Notices.** All notices required to be given to the City or Licensee shall be in writing and sent by certified mail, return receipt requested, to:

Licensee: Director, Arapahoe County Department of Public Works and

Development  
6924 South Lima Street  
Centennial, Colorado 80112-3853

With copy to:

Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80129

City: Mayor  
City and County of Denver 1437  
Bannock Street, Room 350  
Denver, Colorado 80202

Executive Director of Denver Department of Public Health  
& Environment  
101 W. Colfax Avenue  
Denver, Colorado 80204

With copy to:

Denver City Attorney  
201 W. Colfax Avenue, Dept. 1207  
Denver, Colorado 80202

Any party may designate in writing from time to time the address of substitute or additional persons to receive such notices. The effective date of service of any such notice is the date on which mailed or personally delivered.

13. **Compliance with Laws.** All persons or entities utilizing the Premises pursuant to this License shall observe and comply with the applicable provisions of the Charter, ordinances, and rules and regulations of the City and with all applicable Colorado and federal laws.

14. **Severability.** The promises and covenants contained in this License are several in nature. Should any one or more of the provisions of this License be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of the License.

15. **Applicable Law/Venue.** Each and every term, condition, or covenant of this Easement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this License as if fully set out by this reference. Venue for any action relating to this License shall be in the State District Court in the City and County of Denver, Colorado.

16. **Nondiscrimination**. In connection with the performance of Work under this License, Licensee 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, marital status, or physical or mental disability, and further agrees to insert this provision in all subcontracts hereunder.

17. **Entire License**. This License is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification shall have any force or effect, unless embodied in this Agreement in writing.

18. **Amendments**. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this License properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this License or any written amendment to this License shall have any force or effect nor bind the City. This License and any amendments to it shall be binding upon the Parties and their successors and assigns.

19. **Authority**. Licensee represents and warrants that the person signing this License has the authority to execute and deliver this License on behalf of Licensee.

20. **Appropriation**. All obligations of the City under and pursuant to this License are subject to prior appropriations of monies expressly made by the City Council for the purposes of this License and paid into the Treasury of the City. All obligations of the Licensee are subject to prior appropriations of Licensee's Board of County Commissioners in accordance with Colorado law and nothing in this License is intended to constitute a multiple-fiscal year debt obligation of either Party within the meaning of Article X, Section 20 of the Colorado Constitution.

21. **Conflict of Interest by City Officers**. Licensee represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this License except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

22. **No Personal Liability**. No elected official, director, officer, agent, or employee of the City or Licensee shall be charged personally or held contractually liable under any term or provision of this License or because of any breach thereof or because of its or their execution, approval, or attempted execution of this License.

23. **Electronic Signatures and Electronic Records**. Licensee consents 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 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.

**Exhibit B – Description of the  
Premises**

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**Contract Control Number:** FINAN-201950301-01  
**Contractor Name:** COUNTY OF ARAPAHOE

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:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Manager of Finance

By:

\_\_\_\_\_  
Auditor

**Contract Control Number:**  
**Contractor Name:**

FINAN-201950301-01  
COUNTY OF ARAPAHOE

By: DocuSigned by:  
*Bryan Weimer*  
39DAC4957757453... \_\_\_\_\_

Name: Bryan Weimer  
(please print)

Title: Director - Public works and Development  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**Exhibit A: Allowable Use**

Licensee may build and maintain approximately 685 linear feet of wooden slat snow fence on the South West corner of the landfill property sited as appropriate to protect the Gun Club Road and E. Quincy Avenue intersection from drifting snow.

The snow fence to be installed in compliance with CDOT design standards M-607-10 and M-607-4. The snow fence will begin approximately 20 feet East of the existing chain link fence along Gun Club Road and run parallel to E. Quincy Avenue remaining 50 feet North of the existing chain link fence. The snow fence will be a continuous section for 800 feet without any breaks or interruptions.



# EXHIBIT B

