

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between SOUTHWEST SUBURBAN DENVER WATER AND SANITATION DISTRICT, a Colorado special district, herein referred to as "District" and \_\_\_\_\_, herein referred to as "Licensee" (whether grammatically singular or plural), whose address is \_\_\_\_\_, and whose phone number is \_\_\_\_\_.

WITNESSETH That:

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

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

The District, by these presents, without warranting title or interest, and subject to the covenants hereinafter set forth does hereby authorize the Licensee, its successors and assigns, to:

the District's \_\_\_\_\_ property at the location described on the map, attached hereto and made a part hereof.

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

2. The Licensee shall notify the District's engineer at least forty-eight (48) hours prior to commencement of the construction of, modifications or repairs to Licensee's installation, so that the District may make such inspections as it deems necessary. In the event of emergency repairs required for safety or restoration of service to utility customers, Licensee shall not be required to furnish notice prior to commencing said repairs, but shall notify the District of the nature and extent of any such emergency work.

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

repaired by the Licensee at no expense to the District unless caused solely by the District's negligent or wrongful acts.

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

5. All District facilities which are disturbed by the construction, reconstruction, maintenance, modification, operation, repair or replacement of Licensee's facilities shall immediately be restored by Licensee to a condition satisfactory to the District. Restoration of roads shall include, but is not limited to, resurfacing when deemed necessary by the appropriate jurisdiction. If restoration is not accomplished by the Licensee within the time specified, the District at its election may perform such restoration at Licensee's expense. Licensee shall conduct all construction, modification, operation, repair, replacement and maintenance of its installations in such a manner that the District at all times shall have full and complete access to its property.

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

7. When required by the District, Licensee, at its expense, shall trim or cut down trees, shrubs or brush and remove and dispose of the cutting debris to the satisfaction of the District.

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

9. Guy wires and/or anchors and all structures, including manholes, vaults, junction boxes, etc., shall be installed only at locations specifically authorized herein.

10. All trenches and excavations within District property shall be backfilled in the following manner: The trench or excavation shall be backfilled to the original ground line using only suitable soft earth material. The backfill material shall be deposited in layers not to exceed eight (8) inches loose measure for the full width of the trench. Layers shall be brought up uniformly and compacted with mechanical tampers capable of exerting a blow at least equivalent to 250 pounds per square foot, to 90% of Standard Proctor Maximum Density. The moisture content of the material shall be adjusted as required to secure the above density. The amount of water used shall be sufficient to obtain the maximum density specified. When moisture is in excess of that necessary for proper compaction, the Licensee shall be required to grade, mix or otherwise process wet material to proper moisture content or haul in suitable material. Tamping equipment shall be subject to the approval of the District.

11. Underground electric power line installations shall be encased in rigid steel conduit within the District's property.

12. Licensee shall not and will not be permitted to discharge water into or upon any District property or facility, but shall provide for carriage of any water over or across District property or facilities in a manner satisfactory to the District at no expense to the District.

13. At no time shall Licensee interfere with the flow of sewage or groundwater in District facilities and Licensee shall assume all risks incident to the presence of sewage and groundwater in District facilities.

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

15. Licensee hereby expressly agrees to defend, indemnify and hold harmless the District, its officers, agents and employees against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorneys' fees) which may result from any loss, injury, death or damage incurred by the Licensee, caused by Licensee's negligence or wrongful act, or which arises out of or is caused by any act or omission of Licensee, its officers, agents or employees in connection with or by reason of any work done or omission made by Licensee, its agents or employees, in the construction, operation, modification, replacement, maintenance, repair or removal of Licensee's installations.

16. License shall maintain a minimum overhead clearance of 15 feet above the surface of the District's easements and facilities.

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

18. The rights and privileges granted in this License are subject to prior agreements, licenses and conveyances, recorded or unrecorded, and it shall be the Licensee's sole responsibility to determine the existence of any rights, uses or installations conflicting with the Licensee's use of the District's property hereunder and to resolve any conflict.

19. If the Licensee does not use the right herein granted or its installation for a period of one (1) year, or if Licensee shall at any time fail or refuse to comply with or carry out any of the conditions of this License, the District may, at its election, revoke this License forthwith by written notice to the Licensee in person or by mail at Licensee's last known address. Upon termination of the License, the Licensee shall have ten (10) days to remove its installation from the District's property. In the event Licensee does not remove said installation within the time allowed, the District, without incurring liability, may remove said installation at Licensee's expense.

20. Upon abandonment of any right or privilege herein granted, the right of Licensee to that extent shall terminate, but its obligation to indemnify and save harmless the District, its officers, employees and agents, shall not terminate in any event.

21. The rights granted Licensee hereunder may not be assigned without the written consent of the District.

22. The District may, at any time, by giving Licensee thirty (30) days written notice, terminate this Agreement.

23. Licensee shall comply with all applicable laws and ordinances and all rules, regulations and requirements of any governmental authority controlling environmental standards and conditions of the premises. If, as a result of the Licensee's occupancy of the premises and its operation hereunder, any such law, ordinance, rule or regulation is violated, Licensee shall protect, save harmless, defend and indemnify the District from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by the District, caused by, resulting from or connected with such violation or violations.

24. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of Jefferson County, State of Colorado.

25. This License is subject to the foregoing conditions and the following special conditions:

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

SOUTHWEST SUBURBAN DENVER  
WATER AND SANITATION DISTRICT

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

ATTEST:

\_\_\_\_\_  
Secretary

The undersigned verifies that he has read the foregoing License and agrees to accept and abide by all the terms and conditions thereof.

\_\_\_\_\_  
Name of Licensee

By: \_\_\_\_\_  
(Title) \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public