

RETURN TO: Carol Goodman
PWD - ENGINEERING DIVISION
REQUESTED BY: I. Valencuela
CASE NUMBER: E-TA10-009

LICENSE AGREEMENT

THIS AGREEMENT is entered into this 5th day of July, 2011, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a political subdivision of the State of Colorado (the "County") and PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") whose address is 8390 E. Crescent Parkway, Suite 600, Greenwood Village, CO 80111.

WHEREAS, the County is the owner of certain road right-of-way for East Nichols Avenue; and

WHEREAS, the District desires to construct, maintain, and repair landscaping and trail improvements in the above right-of-way; and

WHEREAS, the County is willing to grant the District a revocable license, pursuant to the terms and conditions of this Agreement, to enter upon County right-of-way for the purpose of constructing, maintaining, and repairing such landscaping and trail improvements.

1. Grant of Revocable License. The County hereby grants the District a revocable license to construct, maintain and repair improvements within the County's right-of-way described in Exhibit A, attached hereto and incorporated by reference herein. Neither this Agreement nor the above referenced license conveys, in any way, ownership of the County's right-of-way underlying or surrounding the District's landscaping and trail improvements.

2. Use. The District agrees that it shall utilize the property licensed for the above-described landscaping and trail improvements and for no other purpose and not to use the property licensed for purposes prohibited by the laws of the United States, State of Colorado or any political subdivision thereof.

3. Reservation for County Use. The County reserves the right to make full use of the property licensed as may be reasonably necessary or convenient in the operation of the public streets, drainage facilities or drainageways under the control of the County, and the County retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities within the County's property at any time and in such manner as it deems necessary or convenient. In the event the District's landscaping and trail improvements should interfere with the County's

This document was approved and accepted
by the Board of County Commissioners

on July 5, 2011
by Resolution No. 110507

use or operation of its road right-of-way, the District shall, upon request by the County and at the District's sole expense, relocate, alter or remove any of the landscaping and trail improvements so as not to interfere with the County's use of its property.

4. No Warranties of Title. The rights granted to the District by the County are without covenant of title or warranty of quiet possession. The rights granted herein are subject to any prior agreements, licenses, easements, conveyances, recorded or unrecorded, and it shall be the District's sole responsibility to determine the existence of any other rights, uses or facilities affecting or conflicting with the District's use of the County's right-of-way.

5. Alterations, Additions and Maintenance. The District agrees not to make or permit to be made any alterations or additions to the landscaping and trail improvements without the prior written consent of the County and to keep the such improvements in good repair at all times and at the sole expense of the District. The District shall be responsible for the repair and maintenance of landscaping and trail improvements within the County's right-of-way and shall also be responsible for payment of all expenses for any water and/or electrical service.

6. Successors and Assigns. The rights granted to the District herein shall not be assigned without prior written consent of the County.

7. Clean Up of Right-of-Way. The District agrees, upon completion of construction of landscaping and trail improvements, to remove all construction debris from the County's right-of-way and to restore such area to its pre-existing condition as nearly as may be possible within 10 days from the date of completion.

8. Construction Plans. The District agrees to submit to the County the construction plans for the landscaping and trail improvements within the County's right-of-way.

9. Construction Permits. The County shall review said construction plans, and, if approved, issue any necessary permits for the construction.

10. Improvements in Accordance with Approved Plans. The District shall construct the landscaping and trail improvements in accordance with said approved plans. The District shall be responsible for the repair or to pay for the cost of repairs for any damage to the roads or sidewalks caused by the construction, repair or maintenance, including irrigation or watering, of the landscaping, and trail.

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11. Liability and Indemnification. To the extent permitted by law, the District hereby agrees to defend, indemnify and hold harmless the County, its officers, employees and agents, against any liability, loss, damage, demand, action, cause of action, or expense of whatever nature, including court costs and attorney fees, which may result from any loss, injury, death or damage incurred by the District, caused by the District's negligence or wrongful act, or which arises out of or is caused by any work done or omission made by the District, its officers, employees or agents, in the construction, operation, maintenance, repair, modification, replacement or removal of the District's landscaping and trail improvements.

12. Abandonment. Upon abandonment of any right or privilege granted herein, the right of the District to that extent shall terminate, but its obligation to indemnify and hold harmless the District, its officers, employees, and agents shall not terminate in any event for acts or omissions which took place prior to or at the time of abandonment.

13. Termination.

- a. This Agreement may be terminated by the County at any time upon 60 days written notice to the District.
- b. If the District has failed to comply with any of the terms or conditions of this Agreement, the County may, in its sole discretion, revoke the license granted herein and terminate this Agreement upon 30 days' written notice to the District.
- c. Upon termination of this Agreement, the District shall have 60 days to remove the landscaping and trail improvements from the County's right-of-way. In the event the District does not remove its landscaping and trail improvements within such time, the County, without incurring any liability, may remove the landscaping and trail improvements at the District's expense.

14. Waiver. The waiver or failure of the County to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

15. Venue. For the resolution of any dispute arising hereunder, venue shall be in the courts of Arapahoe County, State of Colorado.

16. Notices. Any notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth below:

To the County: Arapahoe County Attorney
5334 S. Prince Street
Littleton, CO 80166

And (send to both)

Arapahoe County Public Works & Development
Attention: Engineering Services Division
10730 E. Briarwood Ave, Ste 100
Centennial, CO 80112

To the District: Parker Jordan Metropolitan District
8390 E. Crescent Parkway, Suite 600
Greenwood Village, CO 80111
Attention: Bob Blodgett, District Manager

And (send to both)

Miller & Associates Law Offices, LLC
700 17th Street, Suite 2200
Denver, CO 80202
Attention: Dianne D. Miller

17. Counterparts. This Agreement shall be executed in two duplicate counterparts, each of which is deemed to be an original.

18. Headings. All section headings are for convenience or reference only and are not intended to define or limit the scope of any provisions of this Agreement.

19. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a party to this Agreement.

20. Severability. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be full force and effect.

21. Extent of Agreement. This Agreement represents the entire and integrated agreement between the parties and supercedes all prior negotiations, representatives, or agreements, either written or oral.

22. Amendments. Any amendments to this Agreement shall be in writing and signed by both parties.

23. Attorney Fees. In the event of litigation between the parties hereto to enforce the terms of this Agreement, the prevailing party in such litigation shall be entitled to its own cost, including reasonable attorney fees and expert witness fees, from the opposing party

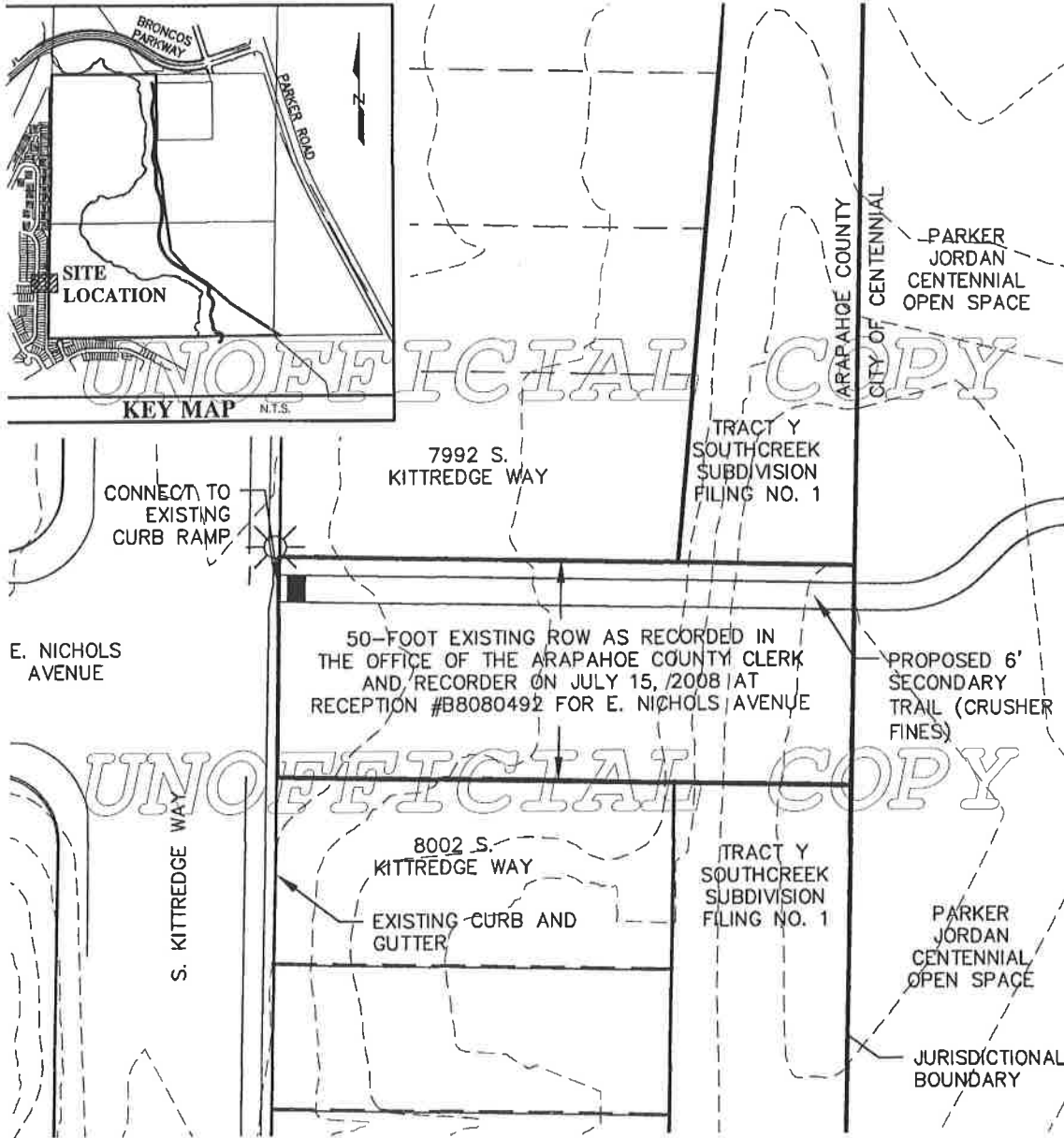
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EXHIBIT A



Parker Jordan Centennial Open Space

NICHOLS TRAIL CONNECTION AND ACCESS

Scale: 1" = 30'
May 23 2011