July 28, 2022

TO WHOM IT MAY CONCERN:

The Public Works Real Property Services Division has adopted the following procedures and specifications for granting a license to cross or establish improvements on City-owned property, easements and rights-of-way.

Before beginning the License Application, make sure the Civil drawings have been submitted and they have been through a first review. To begin processing, a license application along with all other items outlined below must be presented together in one submittal, do not submit an incomplete package or it will be rejected. Any items not conforming to the attached specifications will be returned for correction. Processing will not commence until corrections occur and the fee is paid. All documents required must be submitted as a full packet with each document as a separate PDF as state below or it will be rejected.

Terms of any particular License Agreement may be different than those shown in the attached document and are dependent upon the type of use requested. If your improvements intend to impact a property where City critical infrastructure such as major pipelines, lift stations, pump stations, or similar facilities are located then additional terms are required. Please contact Real Property Services at 303-739-7300 in order to obtain those additional terms.

Any encroachment upon City-owned easements require license agreements, per Section 146-4.3.14 of the UDO (former Section 147-46(b)).

All License Agreement submittals must be emails to licenseagreement@auroragov.org.

Insurance requirements and fee schedule are included with this packet. Please provide a copy of the fully executed license agreement prior to submitting permit applications.

The City of Aurora requires an executed copy of your License Agreement to be onsite, at all times, during construction.

Your attention to these matters is greatly appreciated.

Sincerely,

Real Property Services
Public Works
CITY OF AURORA
REAL PROPERTY SERVICES DIVISION

PROCEDURE FOR OBTAINING PERMISSION TO CROSS, USE OR OCCUPY
CITY OF AURORA EASEMENTS, RIGHTS-OF-WAY,
AND/OR CITY-OWNED PROPERTY (collectively referred to as “City Property”)

In order to process a request, the following items must be submitted together as a License application and labeled appropriately as highlighted below AND each as a separate PDF not combined together as 1 PDF by email to licenseagreement@auroragov.org (Do NOT email a link to download documents):

1. **License Agreement Application** (attached)

2. **Written Request** - to include:
   a. Name and address of utility company, corporation, business, individual, etc., requesting permission to use City Property, and,
   b. Location of City Property involved (e.g., approximately 2,000 feet south of E. Belleview Avenue, in Section 19, Township 5 South, Range 68 West).
      i. Include Subdivision name if applicable.
   c. Type of proposed crossing, structure, etc. (e.g., 8" sanitary sewer pipe, 12" storm sewer pipe, bridge, telephone line, pathway, etc.), and,
   d. Approximate date for commencement of construction.
   e. Include the Site Plan or Plat DA Number, RSN Number of the DA and the City Planning Case Manager for the project

3. **Exhibit A Illustration** (Legal descriptions)
   i. An Exhibit Illustration from a computer generated representation conforming to the Exhibit Specifications as shown in the Exhibit section (do not include an Exhibit A with the long legal description for Development only). Include a clean (NO AERIALS) Vicinity Map as the 1st page of Exhibit of the Area of encroachment with streets and subdivision information labeled on the Map as the first page of the Exhibit A – DO NOT use a snip of the an aerial map-the Counties are rejecting documents to record that are too dark.
      FYI: Exhibit A Illustrations are NOT the License, they are the Exhibit A Illustration to the License.
      The first sheet of the Exhibit A Illustration must be a Vicinity Map.
   ii. Include profile view of gates, retaining walls, etc. The Exhibit A must have a Basis of Bearing. All encroachments must be labeled, ‘Licensed encroachment point of beginning’ (POB). The Point of Beginning (POB) shall be tied to an established Public Land Survey System corner (Section, Township, Range, Principal Meridian), or to a monumented point identifiable on a recorded subdivision plat or property pin (i.e. ¼” rebar) with measurements from the tie. SEE EXHIBIT SPECIFICATIONS BELOW.
iii. There can be no more than 50 pages of exhibits, additional exhibits will need to be done on an addendum to the license agreement.

iv. Make sure there are no company Logos on Exhibit A illustrations.

v. Applicant/consultant must provide either the CIVIL RSN number or DA RSN number on the exhibits that they are submitting below the page number. The Exhibits A illustrations have to be prepared off of site or civil plans.

At the top of each Exhibit page include:

**EXHIBIT A ILLUSTRATION**

**PAGE 1 (OR SHEET 1)**

**CIVIL RSN ___________** (add Civil RSN number or DA RSN number)

Do not add any other information to the top of the sheet/page.

Your Planning Case Manager can provide RSN Numbers for you if you do not know what they are.

Exhibits and descriptions which do not comply with the specifications contained herein and/or those shown on the sample sheets are not acceptable and will be returned for correction.

Please note: There may be items identified on the civil drawings that are not reflected on the site plan which will be identified by the engineering review staff so additional exhibits may be required.

4. **Deed of Ownership or Title Commitment** if purchasing, Title Commitment must be dated within 2 weeks.

5. **Statement of Authority** (for entity acquiring the License).

6. **Certificate of Good Standing** from the Secretary of the State of Colorado.

7. **Certificate of Insurance** (Insurance Requirements)

   i. A certificate of insurance (COI) shall be provided Prior to commencement of the license granted by this Agreement, Licensee shall provide general liability and its general contractor shall provide and maintain the Insurance Requirements under the Insurance Section listed below. City of Aurora must show as the Certificate Holder AND the legal description, Licensee’s name and project name must be in the Description box.

   ii. For the General Contractors COI, additionally XCU coverage included must be noted in the description box of the COI from the GC with the appropriate coverages as outlined below at time of permitting.

License Agreement submittals must include all 7 documents listed and be labeled correctly as notated above. You must send each document as a separate PDF to the required email address in the packet. Do not send all documents together as 1 PDF and label each document appropriately.

8. Fees

   DO NOT MAIL IN A CHECK, ONLINE PAYMENT ONLY ACCEPTED ONCE YOU RECEIVE AN INVOICE.

   a. License Agreement  $2,537.00

REV7.28.2022
b. Master License Agreement $2,537.00  
c. Addendum $575.00  
d. Assignment $575.00

All documents required above must be submitted as a full packet or it will be rejected. Processing normally requires 8 to 10 weeks from the date all information in correct form is received and the fee is paid. City of Aurora Real Property staff will work closely with the applicant during the entire procedure. The remainder of the process follows:

1) A draft of the license is prepared by the City.

2) License documentation is routed through the pertinent City departments for review and approval.

3) License documentation is sent to the owner for review and execution.

4) License documentation is returned to the City for final City signature, which makes the license effective.

5) The owner will be notified when the last needed signature is obtained, (taking into consideration any stipulations within the license.)

6) Licensee must have a recorded executed copy of their license agreement onsite for the duration of construction.

7) A copy of a sample license may be provided upon request. City reserves the right to add additional requirements as it deems necessary in its sole discretion.

PLEASE NOTE: THERE MAY BE ITEMS IDENTIFIED ON THE CIVIL DRAWINGS THAT ARE NOT REFLECTED ON THE SITE PLAN WHICH WILL BE IDENTIFIED BY THE ENGINEERING REVIEW STAFF SO ADDITIONAL EXHIBITS MAY BE REQUIRED. YOU MUST HAVE SUBMITTED CIVILS AND OBTAINED COMMENTS BACK FROM ENGINEERING BEFORE SUBMITTING A LICENSE AGREEMENT.

For further information concerning licenses, contact the Real Property Division at (303) 739-7300.
Please reference this list for items that will require a License Agreement:

Any encroachment upon City-owned easements require license agreements, per Section 146-4.3.14 of the UDO (former Section 147-46(b)).

Any type of privately-owned item that is to be placed in, on, or upon public Rights-Of-Way or publicly dedicated easement(s) must be licensed. Below is a list of common items and is intended for informational purposes only and is not intended to be all-inclusive. The city reserves the right to require any other type of privately-owned improvement to be licensed. Portions of any privately-owned item listed below that are not visible and apparent from the surface must be depicted with a plan & profile view. For more detailed information regarding licensing requirements please see attached “License Agreement Packet”.

Items within ROW or easements:

1. Private storm drain (including manholes, pipes, and inlets) in utility easement
2. Private roof drain connecting to public manhole, inlet or pipe
3. Outlet pipe from pond where enters ROW
4. Riprap, wing walls within ROW
5. Monuments signs, directional signs, etc.
6. Fences, Fence pillars, gates
7. Private retaining walls
8. Private elements such as bench, planters, bike rack on a concrete pad, etc.
9. Steps (risers-only concrete flatwork) or decorative sidewalk, etc.
10. Private lights for private street or parking
11. Railings for elevated walkways or ADA Handi-Ramps
12. ADA Handi-ramps
13. Bollards (with or without chains)
14. Walkways between buildings (must be removeable)
15. Stamped concrete or grasscrete or pavers within ROW, utility or fire easement
16. Interior: Raised Median islands, roundabout and median entry island
17. Entire Pork chop island to control development turning movement within ROW
18. Monitoring wells

**Fire lane and/or Access Easements do not require a License Agreement for private below ground infrastructure such as private utilities (private storm drain, fiber, electrical, irrigation), only above ground features such as a fence or gate.

**Building foundation, footers, Staircases or building overhang are not allowed to encroach into easements and will not be licensed.

PLEASE NOTE: Before beginning the License Application, Civil drawings must be uploaded to the City and at least have been through the first review process before starting the License Agreement.
EXHIBIT SPECIFICATIONS

An exhibit shall be provided which conforms to the following applicable specifications:

1) Exhibits are to be drafted by a computer generated representation. Lettering shall be of a legible font. The Counties are rejecting pages that are too dark to record so do not include aerial maps in exhibit pages.

1. Drawing size: 8 1/2" x 11" with 1/2" border on each side and bottom and 1" border on top. Drawing shall be labeled "Exhibit A Illustration" at the top of page. Identify the encroachments on the Exhibit A Illustration by labeling the encroachment and label the easement or right-of-way the encroachment is in on an 8.5 x 11 sheet.

Provide a Vicinity Map and Site Map (NOT AN AERIAL MAP SATELLITE VIEW) of the Area of encroachment with streets and subdivision information labeled on the Map, this will be the 1st page of the Exhibit A.

EXAMPLE:

We do not require the long legal description of the area or plat, just the vicinity map as the first page. THERE CAN BE NO MORE THAN 50 PAGES OF EXHIBITS, ADDITIONAL EXHIBITS WILL NEED TO BE DONE ON AN ADDENDUM TO THE LICENSE AGREEMENT.

Make sure there are no company Logos on Exhibit A Illustration.

Applicant/consultant must provide either the CIVIL RSN number or DA RSN number on the exhibits that they are submitting here below the page number. The Exhibits A Illustrations have to be prepared off of site or civil plans. At the top of each Exhibit page include:

EXHIBIT A ILLUSTRATION
PAGE 1 (OR SHEET 1)
CIVIL RSN _________ (add civil RSN number or DA RSN number)

2) Describe each type of encroachment such as: Fences, Fence Posts, Landscaping, Irrigation Sleeves, Facilities and equipment, Lamp Posts, Private Signs, Medians, etc. You must include what the items are encroaching on each page of the Exhibits.

3) Type of exhibit and land description to be lettered in title block should reflect the legal description and identify the type of improvement with a label of "Licensed Encroachment Point Of Beginning (POB)" and tied to a section corner or an established Public Land Survey System corner or to a monumented point identifiable on a recorded subdivision plat or property pin.

EXAMPLE:

REV7.28.2022
4) Line information shall include bearings and distances using recognized formats. Section corners and quarter section corners are to be shown using appropriate symbols. The Exhibit must have a Basis of Bearing.

5) General location (i.e. ¼ Section, Section, Township, Range, lot, block, Tract, Subdivision Name County, Principal Meridian, etc) shall be included on each exhibit lettered at the top.

6) Show section and center lines using symbols and all section and quarter sections need to be identified.

7) At city’s discretion, a detail view shall be used when information is too congested to be clearly understood. (See the Encroachment Detail sample page)

8) All exhibits are to include ownership with their address and area of the proposed parcel including the legal description of the area.

9) Indicate existing rights-of-way, subdivision lines, and ownership lines with dashed lines.

10) Boundary lines of proposed easements, ownership lines, rights-of-way lines, etc. are to be shown using a solid line.

11) Indicate all street names, existing subdivisions, and abutting section or quarter sections.

12) North arrow. North to be oriented to the top or to the right of drawing only. All lettering to be oriented to north arrow.

13) Scale to be of a size to show sufficient detail. If scale size is too small, break lines may be employed to facilitate larger scale, otherwise two or more drawing sheets shall be used.

14) Curve information to include central angle, radius, arc length, if tangent and if not tangent, the chord or radial bearing shall be included and length using standard format. All distances shall be represented in U.S. survey feet.

15) Label Points of Beginning with, ‘Licensed Encroachment Point of Beginning’ (POB) and label Terminus when showing a linear feature. Tie each POB to a section corner or an established Public Land Survey System corner or to a monumented point identifiable on a recorded subdivision plat or property pin AND must be on each Exhibit A page with the POB. The Exhibit A must have a Basis of Bearing.

16) For improvements that are not visible and apparent or are below ground: A profile view/cross section of the installation showing minimum clearance of city facilities and other utilities, the ground level,
and the vertical height, depth, width, point of beginning, and point of terminus. A profile view/cross section will be required for foundations supporting fences, gates and retaining walls, at City’s sole discretion. (See cross section sample below)

17) Fencing, Gates, walls, etc must include a profile view showing details such as depth, height, material the wall is made of, etc. Gates and Bollards must have and match the required information requested by Fire Safety on the Site Plan, example:

![CL 23' Automatic Sliding Gate with Approved Siren Operated System, Knox Key Switch and Manual Release.](image)

FYI: Exhibit A Illustrations are NOT the License, they are the Exhibit A Illustration to the License.

EXHIBIT A EXAMPLE: (SEE BELOW)
Make sure there are no company Logos on Exhibit A Illustration.
Vicinity Map

Owner: Delorean Time Machines
1001 Future Dr
Aurora, CO 80001

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

City of Aurora, Colorado

License Agreement for Bollards and Private Storm Sewer Located on a Parcel of Land Situated in the NE 1/4 of Section 18, T4S, R66W of the 6th P.M., City of Aurora, County of Arapahoe, State of Colorado. Lot 1, Block 1, Delorean Subdivision Filing No 2.
PROFILE VIEW OF RETAINING WALL
Make sure to label the profile view sheet as: PROFILE VIEW OF RETAINING WALL

PROFILE VIEW OF GATE

(2) 16.5' AUTOMATIC LIFTING GATE WITH APPROVED SIREN OPERATED SYSTEM, KNOX KEY SWITCH, AND MANUAL RELEASE, STYLE AND COLOR TO MATCH EXISTING FENCING

DC BARRIER GATE OPERATOR (BEYOND)
STONE TO MATCH EXISTING GRADE

GATE ELEVATION LIFT OPTION
SCALE: NTS
Prior to commencement of activities under this Agreement, Licensee shall maintain the following insurance coverages and provide a certificate of insurance evidencing the following coverages:

(a) Commercial General Liability Insurance. During the term of this Agreement, Licensee shall provide commercial general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations included in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate. The policy shall name the City of Aurora as additional insured by endorsement.

Licensee’s general contractor shall maintain the following insurance coverages and, at the time of permitting, provide a certificate of insurance evidencing the following coverages:

(a) Commercial General Liability Insurance. During the term of this Agreement, Licensee’s general contractor shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations with XCU (underground, collapse & explosion) included in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general Aggregate. The policy shall name the City of Aurora as additional insured by endorsement.

(b) Excess or Umbrella Liability. Licensee’s general contractor shall maintain an Excess or Umbrella Liability policy on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policy, with a limit of Two Million Dollars ($2,000,000.00) per occurrence.

(c) Workers’ Compensation and Employers’ Liability Insurance. Licensee and/or its general contractor shall provide proof of workers’ compensation coverage with limits as required by the laws of the State of Colorado. Additionally, Licensee and/or its general contractor shall provide proof of Employers’ Liability Insurance with limits as follows:

- $1,000,000 bodily injury each accident
- $1,000,000 bodily injury each disease
- $1,000,000 bodily injury disease aggregate

(d) City as Additional Insured. All insurance policies required by this Agreement for Licensee and its general contractor, except workers’ compensation, shall name the City, its officers and employees as an additional insureds by endorsement and shall contain a waiver of subrogation by endorsement.

(e) Limits of 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.

(f) Certificates of Insurance. Prior to the execution of this Agreement, Licensee has provided, to the City’s satisfaction, certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. All certificates of insurance must be kept in force throughout the duration of this Agreement. If any of Licensee’s or its general contractor’s coverage is renewed at any time prior to the expiration of this Agreement, Licensee shall be responsible for obtaining
updated insurance certificates from its insurance carrier and forwarding the replacement certificates to the City within ten (10) days of the City’s written request therefor or expiration date of any previously delivered certificate.

Contractor shall provide a certificate of insurance to the City at the time of obtaining a permit to conduct the work with the same requirements as described paragraph (f).

The minimum A.M. Best rating of each primary insurer shall be A-VIII and the minimum A.M. Best rating of each excess insurer shall be A-VII. The Licensee shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to this Agreement. Licensee’s and its general contractor’s insurance policies will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the City.

**City of Aurora must be the Certificate Holder and addressed to:**
City of Aurora  
Risk Management  
15151 E Alameda Parkway  
Aurora, CO 80012

In the Description Box of the Certificate of Insurance, you must include the legal description, property address, Licensee’s name and project name.
THIS AGREEMENT is made this ______ day of __________ 2021, by and between the CITY OF AURORA, COLORADO, a home-rule municipal corporation, hereinafter referred to as "City," and INSERT NAME hereinafter referred to as “Licensee”.

WITNESSETH:

WHEREAS, City desires to grant to Licensee a license, without warranting title or interest, allowing Licensee to access and use streets, public easements, and other public places within INSERT SUBDIVISION NAME, situated in Section __, Township __, Range __ W, of the 6th Principal Meridian, City of Aurora, County of Choose an item., State of Colorado for the installation, maintenance, repair and replacement of all privately owned and maintained improvements, as depicted in the attached Exhibit A Illustrations, hereinafter referred to as “Licensed Encroachment(s)”; and

WHEREAS, the City is authorized, through its’ Department of Public Works, to enter into license agreements after a determination is made that any encroaching installations will not interfere with the City’s use or interests; and

WHEREAS, the parties identified herein have agreed, for their mutual convenience, and consideration, to enter into this Agreement covering certain installations and subject to later modifications with respect to subsequent installations upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the City and Licensee hereby agree as follows:

CITY APPROVAL OR REJECTION

Upon receipt of the drawings as provided by Licensee for this Agreement, the City shall either (a) grant the application of Licensee by the execution of the Agreement and returning the same to Licensee; or (b) return the Agreement to Licensee with required modifications which would make the Agreement acceptable to the City; or (c) notify Licensee of its rejection of the application.

TERMS OF LICENSE

At such time as the City has executed an Agreement and returned the same to Licensee, Licensee shall be granted a license for the construction of the facilities described in the Agreement and the drawing attached thereto. Said license shall be granted in accordance with and subject to the terms and conditions hereinafter set forth.
The term "Licensee" shall include employees, agents and contractors of Licensee and its affiliates.

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

The City, by these presents, without warranting title or granting any real property interest and subject to the covenants hereinafter set forth, does hereby authorize Licensee, its authorized successors and assigns to construct, maintain, repair and replace privately owned Licensed Encroachments within the City Property.

**ADDENDUM TO AGREEMENT**

Upon completion of this Agreement, and at such times as Licensee from time to time desires to construct in public property in the City, Licensee shall submit to City a drawing acceptable to the City setting forth a description of the facilities to be installed, including the manner of construction, the height or depth, size, and nature of facilities to be installed, at which time the City will enter into a proposed addendum form provided by the City.

**CONSTRUCTION REGULATIONS**

Any construction or maintenance operations initiated under this Agreement shall comply with and conform to the standards formulated by the City, including, but not by way of limitation, Rules and Regulations promulgated by the Directors of Aurora Water, Public Works, and Parks, Recreation and Open Space, all ordinances of the City, and any and all applicable state statutes and federal law.

**PLAN REVIEW**

Licensee, at least fifteen (15) days prior to the proposed date for commencement of the work hereby authorized, shall submit to the City 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 Property until the City has approved the plans therefor.

**NOTICE OF CONSTRUCTION**

Licensee shall notify the City's Directors of Public Works, Aurora Water, and Parks, Recreation and Open Space at least three (3) days prior to commencement of the construction of modifications or repairs to the Licensed Encroachment, so that the City may make such inspections as it deems necessary. Such notice shall make reference to this Agreement number. 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 City of the nature and extent of any such emergency work.
RESERVATION OF RIGHTS IN PROPERTY

The City reserves the right to make full use of the Property involved as may be necessary or convenient and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property at any time and in such a manner as it deems necessary or convenient. In the event the Licensed Encroachment should interfere with the City's use or operation of its Property at any time hereafter, Licensee shall, upon request by the City and at Licensee's sole expense, immediately relocate, rearrange or remove its Licensed Encroachment so as not to interfere with any such City use.

COMPLETION AND CLEANUP

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 30 days from the date of completion of construction. If the event clearing and restoration of the area is not completed within the time specified, the City may complete the work at the sole expense of Licensee.

RESTORATION OF ROADS, FENCES AND FACILITIES

All City roads, fencing and other facilities which are disturbed by the construction of the Licensed Encroachment shall, within the time described in paragraph headed COMPLETION AND CLEANUP hereof, be restored to a condition satisfactory to the City. City roads and fencing disturbed by the reconstruction, maintenance, modification, operation, repair or replacement of the Licensed Encroachment shall immediately be restored by Licensee to a condition satisfactory to the City. Restoration of roads shall include, but is not limited to, surfacing when deemed necessary by the City. If restoration is not accomplished by Licensee within the time specified then the City, at its election, may perform such restoration at Licensee's expense. Licensee shall conduct all construction, modification, operation, repair, replacement and maintenance of the Licensed Encroachment in such a manner that the City at all times shall have full and complete access to its Property.

MARKERS

Licensee shall, if required by the City, place and maintain permanent, visible markers of a type and at locations designated by the City to define the centerline of the Licensed Encroachment. If the placing of the centerline markers is not completed within the time specified, the City may complete the work at the sole expense of Licensee.

TREE TRIMMING

Licensee shall not trim or cut down any trees, shrubs or brush on the City's Property without permission of the City. When required by the City, 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 City.
SERVICE LINE INSTALLATION

All service lines within the City’s Property from the facility herein licensed shall be installed in a manner satisfactory to the City.

BACKFILLING

All trenches and excavations within City Property shall be backfilled in the following manner: All material in embankments shall be compacted to the specified relative compaction. The moisture content of the soil at the time of compaction shall be as specified.

Within the areas indicated on the plans and to the designated depth below sub-grade, for the full width of roadway in all cut sections, earth shall be thoroughly scarified and the moisture content increased or reduced, as necessary, to bring the moisture to the content specified. This scarified layer shall then be compacted to the relative compaction specified. The remainder of the area up to subgrade elevation shall be constructed of suitable material placed at the moisture content specified and compacted to the percent relative compaction specified. Maximum dry density of all soil types encountered or to be used will be determined in accordance with AASHTO T99 or AASHTO T180. The minimum percent of relative compaction and moisture content shall be 95% of AASHTO T99 for soil classification (AASHTO M 145) A-6 & A-7 and 95% of AASHTO T180 for soil classification (AASHTO M 145) A-1 through A-5. Compacting equipment shall be subject to the approval of the City.

GATE INSTALLATIONS

Gate installations shall be installed according to City specifications attached hereto, at the expense of Licensee. Licensee, his or her successors and assigns shall be responsible for installation, maintenance and replacement of the Access Control Gate or barrier system to ensure emergency vehicle access to within the site. If the above conditions are not met, the Licensee, his successors and assigns, shall be required by the Aurora Fire Department Order Notice that all affected gates be chained and locked in the open position until repaired or replaced, and retested to all City standards at the time of the violation. If the gating system is not maintained to the satisfaction of the Aurora Fire Department, License for the Emergency Vehicle Gate Opening System will be revoked and the gating system must be removed. The gating system will include an Emergency Vehicle Gate Opening System utilizing a redundancy back-up system that consists of; A) siren operated system; B) automatic knox key switch; C) an electrical or battery back-up system that opens the gate on the loss of the primary electrical power; AND/OR D) manual override (in the event of system failure).

WATER DISCHARGE

Licensee shall not and will not be permitted to discharge water into or upon any City property or facility but shall provide for carriage of any water over or across City property or facility in a manner satisfactory to the City and at no expense to the City.
INTERFERENCE WITH CITY FACILITIES

At no time shall Licensee interfere with City facilities, Licensee shall assume all risks incident to Licensee’s presence on City facilities.

CARE AND REPAIR OF CITY FACILITIES

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

INSURANCE AND INDEMNITIES

Prior to commencement of activities under this Agreement, Licensee shall maintain the following insurance coverages and provide a certificate of insurance evidencing the following coverages:

(a) Commercial General Liability Insurance. During the term of this Agreement, Licensee shall provide commercial general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations included in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate. The policy shall name the City of Aurora as additional insured by endorsement.

Licensee’s general contractor shall maintain the following insurance coverages and, at the time of permitting, provide a certificate of insurance evidencing the following coverages:

(a) Commercial General Liability Insurance. During the term of this Agreement, Licensee’s general contractor shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations with XCU (underground, collapse & explosion) included in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general Aggregate. The policy shall name the City of Aurora as additional insured by endorsement.

(b) Excess or Umbrella Liability. Licensee’s general contractor shall maintain an Excess or Umbrella Liability policy on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policy, with a limit of Two Million Dollars ($2,000,000.00) per occurrence.

(c) Workers’ Compensation and Employers’ Liability Insurance. Licensee and/or its general Contractor shall provide proof of workers’ compensation coverage with limits as required
by the laws of the State of Colorado. Additionally, Licensee and/or its general contractor shall provide proof of Employers’ Liability Insurance with limits as follows:

- $1,000,000 bodily injury each accident
- $1,000,000 bodily injury each disease
- $1,000,000 bodily injury disease aggregate

(d) **City as Additional Insured.** All insurance policies required by this Agreement for Licensee and its general contractor, except workers’ compensation, shall name the City, its officers and employees as an additional insureds by endorsement and shall contain a waiver of subrogation by endorsement.

(e) **Limits of 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.

(f) **Certificates of Insurance.** Prior to the execution of this Agreement, Licensee has provided, to the City’s satisfaction, certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. All certificates of insurance must be kept in force throughout the duration of this Agreement. If any of Licensee’s or its general contractor’s coverage is renewed at any time prior to the expiration of this Agreement, Licensee shall be responsible for obtaining updated insurance certificates from its insurance carrier and forwarding the replacement certificates to the City within ten (10) days of the City’s written request therefor or expiration date of any previously delivered certificate.

Contractor shall provide a certificate of insurance to the City at the time of obtaining a permit to conduct the work with the same requirements as described paragraph (f).

The minimum A.M. Best rating of each primary insurer shall be A-VIII and the minimum A.M. Best rating of each excess insurer shall be A-VII. The Licensee shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to this Agreement. Licensee’s and its general contractor’s insurance policies will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the City.

**INDEMNIFICATION**

Licensee shall indemnify and save harmless the City, its officers, employees and agents, against any and all claims, damages, actions or causes of action and expense to which it, or they, may be subjected by reason of the Licensed Encroachment being located within and across the property of the City or by reason of any work done or omission or negligence made by Licensee, its agents or employees in connection with the construction, operation, modification, replacement, maintenance, repair or removal of the Licensed Encroachment. If the construction of all or any part of the Licensed
Encroachment is to be performed by an independent contractor under contract with Licensee, then Licensee shall so notify the City and shall incorporate the stipulations and conditions of this Agreement into the contract specifications and, if required by the City, cause said independent contractor to obtain prior to commencement of the work, an insurance policy or policies in amounts and with companies satisfactory to the City, which will protect the City from any loss or damage resulting from the work performed by the contractor.

Nothing in this section shall be interpreted as a waiver by any governmental entity entitled to claim the rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., (“CGIA”) as amended from time to time.

EXPENSES TO BE BORNE BY LICENSEE

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

NO WARRANTY OF TITLE

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

REVOCATION AND REMOVAL

If Licensee does not use the right herein granted on 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 Agreement, the City may, at its election, revoke this Agreement forthwith by written notice to the Licensee in person or by mail at Licensee's last-known address. Upon termination of the Agreement, Licensee shall have ten (10) days to remove its installation from the City's property. In the event Licensee does not remove said installation within the time allowed, the City may remove said installation at Licensee's expense and without liability to Licensee by such removal.

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

If the City at any time during the period of this Agreement deems it necessary to excavate in the area of the crossing for which this Agreement is granted, for construction, modification, replacement, repair, operation of, or maintenance of any of its utility lines, mains or facilities, which work requires the moving of Licensee's utility lines, mains or facilities, such costs of movement of Licensee's utility lines, mains or facilities shall be borne by Licensee.

ABANDONMENT
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 City, its officers, employees and agents, shall not terminate in any event.

ASSIGNMENTS

The rights granted Licensee hereunder shall not be assigned without the prior written consent of the City.

FEES

The base license fee for this Agreement includes two (2) hours of processing, review, or inspection by the City; and if the City requires further inspection, Licensee shall pay at the rate set forth in the City’s annual service fee schedule for any specific year. Work on holidays and weekends may be charge a 4-hour minimum.

SPECIAL CONDITIONS

This Agreement is subject to the foregoing conditions and to the following special conditions: Changes to this Agreement may only be made through an approved addendum form provided by the City. Only Licensee may request a change to this Agreement. In case of a change of ownership by Licensee, a Consent to Assignment to this Agreement must be obtained through the City.

PARAGRAPH HEADINGS

The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

NOTICE

Wherever herein notice is required to be given to any party hereto, such notice shall be given by U. S. Postal Service first class delivery, or by personal hand delivery addressed as follows:

To the City:

City of Aurora
Real Property Services Division
15151 East Alameda Parkway
Aurora, CO 80012

To Licensee:

City of Aurora
Real Property Services Division
15151 East Alameda Parkway
Aurora, CO 80012
RECORDATION

Following execution of this Agreement by the parties hereto, the City shall cause this Agreement to be recorded with the County Clerk and Recorder's Office in ________ County, Colorado.

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

APPROVED:
CITY OF AURORA, COLORADO,
a home rule municipal corporation

By: _______________________
    Haley B. Johansen
    City Engineer

Reviewed by:

_____________________
Darren Akrie
Real Property Services
AUTHORIZATION AND ACCEPTANCE:

The undersigned officer of __________________________, authorized to do business in the State of Colorado, has read the foregoing Agreement and agrees for and on behalf of said Licensee that it will accept and will abide by all the terms and conditions thereof.

LICENSEE:

____________________________________

By: ________________________________

Title: ______________________________

STATE OF COLORADO )

) ss.

County of _____________ )

The above and foregoing instrument was subscribed and sworn to before me this _____ day of ____________________, 2021, by ________ as _____________ of ___________________.

My Commission expires: Witness my hand and official seal.

_____________________________ ______________________________
Notary Public

SEAL
Due Diligence checklist AND application for a Master License Agreement

In order for Real Property to assist you in a timely and efficient manner please provide the following information:

**Has the Development Application been approved?**  Yes  No  N/A DA Number ______________

DA RSN Number: ______________

**Have the civil plans been approved by the City of Aurora?**  Yes  No  N/A Civil RSN number_________

**Have the Site Plans been approved?**  Yes  No  N/A

**Is this a City Project?**  Yes  No  (Permit cannot be obtained until License and Civils are approved.) Who is the Planning Case Manager for this project?

To obtain information on any of the above please see Engineer on duty on the 2nd floor 303.739.7335

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<th>Applicant</th>
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**Scope of Work (Items to be licensed)**

Approval for Licensee: In accepting this application, the Developer/Owner has read and understands all of the general provisions, certifies that he has the authority to sign for and bind Licensee, and by virtue of his signature the Licensee is bound by the provisions of this application, the Aurora City Code and all other Ordinances State laws regulating construction.

Print Name ____________________________

Signature ____________________________  Date __________________

All the above must be verified prior to submittal of documents for a License. Call 303.739.7277 to speak directly with a team member.

FILL IN CHECK LIST BELOW
CHECK LIST

1. Written Request  ☐ YES  ☐ NO
2. Vesting Deed or Title Commitment  ☐ YES  ☐ NO
3. Statement of Authority  ☐ YES  ☐ NO
4. CO Certificate of Good Standing  ☐ YES  ☐ NO
5. Certificate of Insurance  ☐ YES  ☐ NO
6. Exhibit A Illustrations  ☐ YES  ☐ NO

Fee to be paid once you receive an invoice.
1. This Statement of Authority relates to an entity named

2. The type of entity is a

3. The entity is formed under the laws of the State of

4. The mailing address for the entity is:

5. The name and position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is:

6. The authority of the foregoing person(s) to bind the entity is not limited, or limited as follows:

7. Other matters concerning the manner in which the entity deals with interests in real property:

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed on

______________________________  Name

State of Colorado                       ss.
County of

The foregoing instrument was acknowledged before me this day of , 20 , -by

Witness my hand and official seal.

______________________________  Notary Public

My commission expires: