

**MASTER LICENSE AGREEMENT**  
M.L.A. 20-110

THIS AGREEMENT is made this 1<sup>st</sup> day of October 2020, by and between the CITY OF AURORA, COLORADO, a home rule municipal corporation, hereinafter referred to as "City," and Samaritan's Purse, a North Carolina non-profit corporation, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, City desires to grant to Licensee a license, without warranting title or interest, permitting Licensee to use streets, public easements, and other public places within **Lot 2, Block 1 of Gateway Park IV East Subdivision Filing No. 24 located in the SE ¼ of in Section 21, Township 3 South, Range 66 West, of the 6<sup>th</sup> Principal Meridian, City of Aurora, County of Adams, State of Colorado** for the installation, maintenance, repair and replacement of all privately owned and maintained improvements, **including those depicted in the attached Exhibit A Illustrations, hereinafter referred to as "Licensed Encroachment"**;

WHEREAS, from time to time Licensee may have need to install other items in said public properties within **INSERT LEGAL DESCRIPTION** and;

WHEREAS, the parties have agreed, for their mutual convenience, to enter into a Master License Agreement covering certain installations and subject to later modifications with respect to subsequent installation, 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 the Licensee hereby agree as follows:

APPLICATION

Upon completion of the 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. Accompanying said drawing shall be a proposed addendum in the form attached hereto.

CITY APPROVAL OR REJECTION

Upon receipt of the drawing and addendum as provided above, the City shall either (a) grant the application of Licensee by the execution of the proposed addendum and returning the same to Licensee; or (b) return the addendum to Licensee with required modifications which would make the addendum 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 Addendum and returned the same to Licensee, Licensee shall be granted a License for the construction of the facilities described in the Addendum 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 "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 the Licensee, its successors and assigns to: construct, maintain, repair and replace privately owned and maintained improvements, including but not limited to: the **Licensed Encroachment** within **the Property**.

### 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 of the City, Ordinances of the City and any and all state statutes.

### PLAN REVIEW

The 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

The 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

In granting this License, 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, the 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

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 30 days from the date of commencement of construction. In 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 the 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 prescribed 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, resurfacing when deemed necessary by the City. If restoration is not accomplished by the 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

The 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 the 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. Tamping 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 the Licensee. The 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, the 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 at no expense to the City.

### INTERFERENCE WITH CITY FACILITIES

At no time shall Licensee interfere with City facilities, and Licensee shall assume all risks incident to the presence of 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 the Licensee.

### INSURANCE REQUIREMENTS

The Licensee under this Agreement will be required to procure and maintain, at their own expense and without cost to the City, the following types of insurance. The policy limits required are to be considered minimum amounts:

Insurance and Indemnities: The Licensee shall maintain a Commercial Property Insurance Policy on the premises during the term of this agreement. The cost the required insurance shall be paid by the Licensee. Prior to commencement of this agreement, the Licensee and its subcontractors shall provide a certificate of insurance evidencing the following coverages:

- (a) Commercial General Liability Insurance. During the term of this agreement, Licensee and its subcontractors 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 Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) general aggregate.
- (b) Excess or Umbrella Liability. The Licensee and its subcontractors shall maintain an Excess or Umbrella Liability on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policies, with a limit of Two Million Dollars (\$2,000,000.00).
- (c) Workers' Compensation or Employers' Liability Insurance. The Licensee and its subcontractors shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the Licensee and its subcontractors 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) Licensors as Additional Insured. All insurance policies required by this agreement, except workers' compensation, shall name the City, its officers, employees and agents as an additional insureds by endorsement and said coverage shall contain a waiver of subrogation. Licensee and its subcontractors shall provide a copy of an endorsement providing this coverage.
- (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. Upon the execution of this Agreement, the Licensee shall provide certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. Licensee agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Licensee's or any of its subcontractor's coverage is renewed at any time prior to the expiration of this Agreement, the Licensee shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. 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 the Agreement. **The Licensee's policy will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the additional insured.**

In the event that the License involves professional or consulting services, in addition to the aforementioned insurance requirements, the Owner shall also be protected by a Professional Liability Insurance policy. The following policy limit is considered a minimum amount.

**Professional Liability Insurance** policy with a minimum of \$1,000,000 per claim. This policy shall provide coverage to protect the City against liability incurred as a result of the professional services performed under this contract.

### 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 the Licensee, the Licensee shall so notify the City and shall incorporate the stipulations and conditions of this License 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.

### EXPENSES TO BE BORNE BY LICENSEE

All work authorized by this Agreement shall be performed by the 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 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 City's property hereunder and to resolve any conflict.

### REVOCATION AND REMOVAL

If the 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 License, the City 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 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.

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

If the City at any time during the period of this License deems it necessary to excavate in the area of the crossing for which this License 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 the Licensee's utility lines, mains or facilities, such costs of movement of the Licensee's utility lines, mains or facilities shall be borne by the 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 written consent of the City.

#### FEES

The base license fee 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 License is subject to the foregoing conditions and to the following special conditions:  
**Changes to the Master License Agreement may only be made through an addendum to Master License Agreement. Only the Licensee may change the Agreement. In case of a change of ownership, further addenda to this Master License will not be allowed.**

#### 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  
15151 East Alameda Parkway  
Aurora, CO 80012

To the Licensee:  
Samaritan's Purse  
PO Box 3000  
Boone, NC 28607

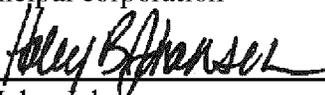
RECORDATION

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

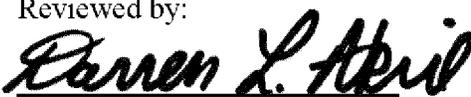
IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written

**APPROVED:**

CITY OF AURORA, COLORADO,  
a municipal corporation

By:   
Haley Johansen  
City Engineer

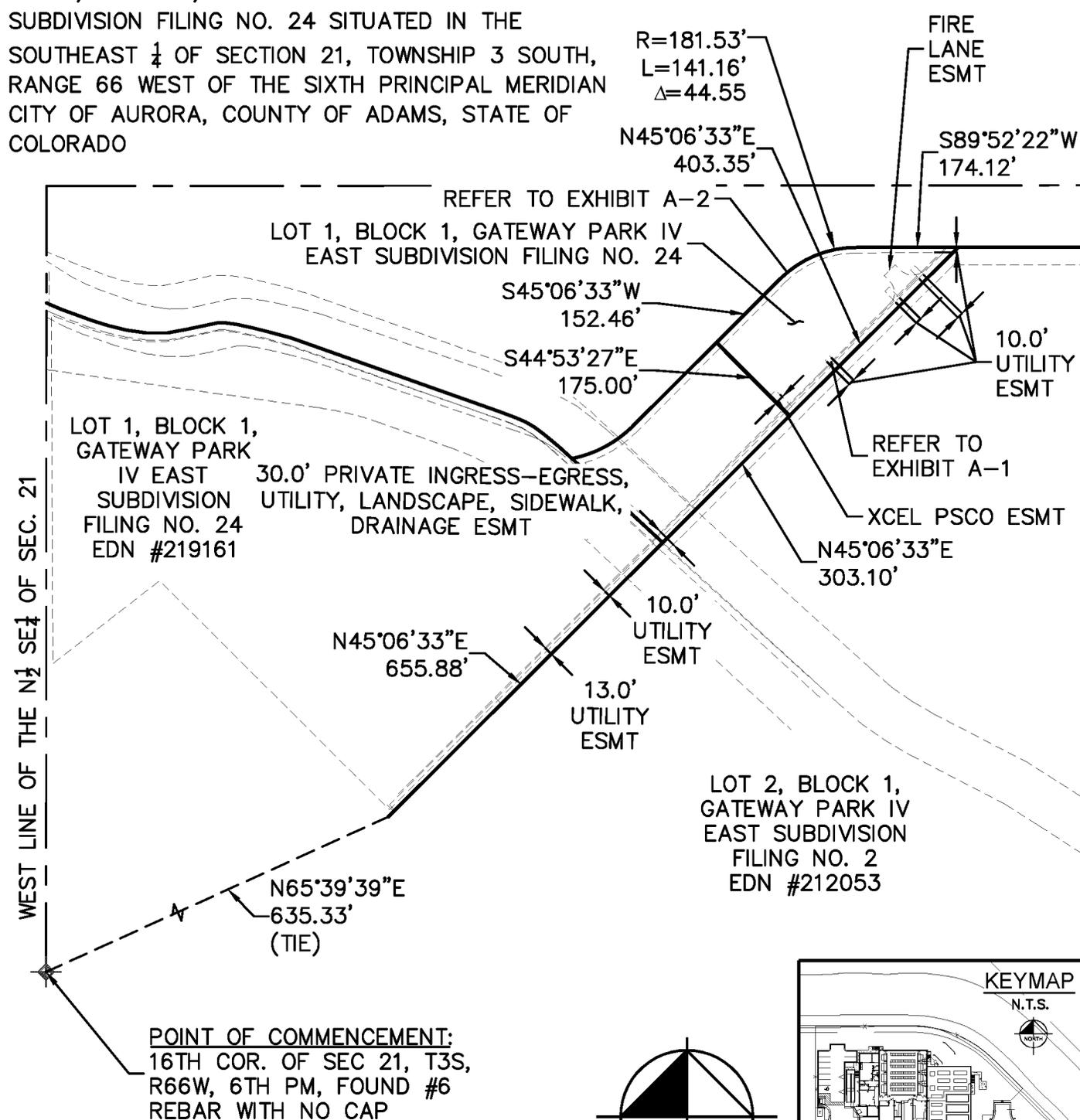
Reviewed by:

  
Darren Akrie  
Real Property



# EXHIBIT A

LOT 2, BLOCK 1, GATEWAY PARK IV EAST  
 SUBDIVISION FILING NO. 24 SITUATED IN THE  
 SOUTHEAST  $\frac{1}{4}$  OF SECTION 21, TOWNSHIP 3 SOUTH,  
 RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN  
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF  
 COLORADO



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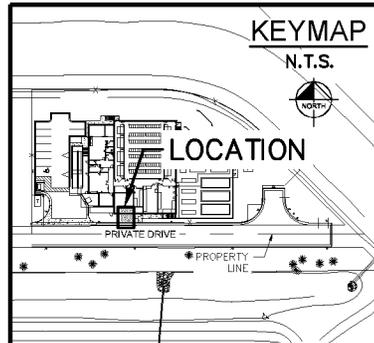
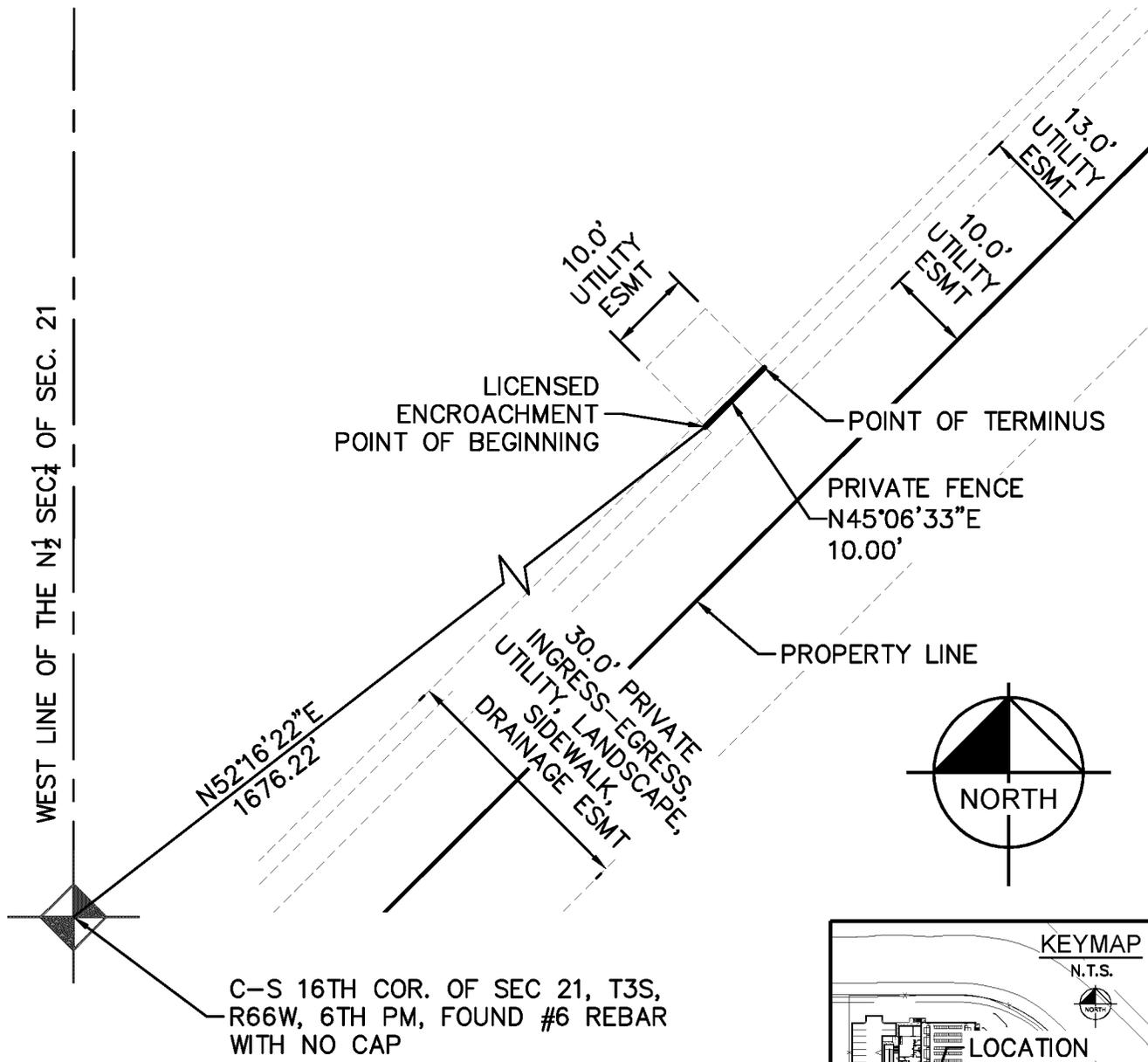
CITY OF AURORA, COLORADO  
 DRAWN BY: MMM SCALE: 1"=250'  
 CK'D BY: CHR DATE: 09/09/2020

A LICENSE AGREEMENT FOR A FENCE  
 SITUATED IN THE SOUTHEAST  $\frac{1}{4}$  OF  
 SECTION 21, TOWNSHIP 3 SOUTH,  
 RANGE 66 WEST OF THE 6TH PM

**Kimley»Horn**  
 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237  
 PHONE: 303-228-2300

EXHIBIT A  
 ILLUSTRATION A-1

LOT 2, BLOCK 1, GATEWAY PARK IV EAST SUBDIVISION FILING NO. 24  
 SITUATED IN THE SOUTHEAST ¼ OF SECTION 21, TOWNSHIP 3 SOUTH,  
 RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN  
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



PROPERTY OWNER  
 SAMARITAN'S PURSE  
 P.O. BOX 3000  
 BOONE, NC 28607

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR A FENCE  
 SITUATED IN THE SOUTHEAST ¼ OF  
 SECTION 21, TOWNSHIP 3 SOUTH,  
 RANGE 66 WEST OF THE 6TH PM

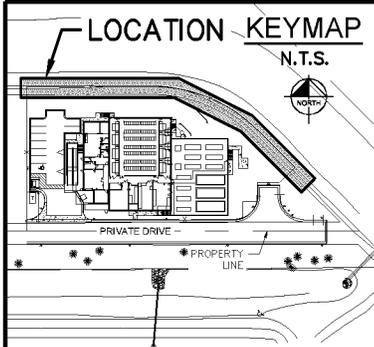
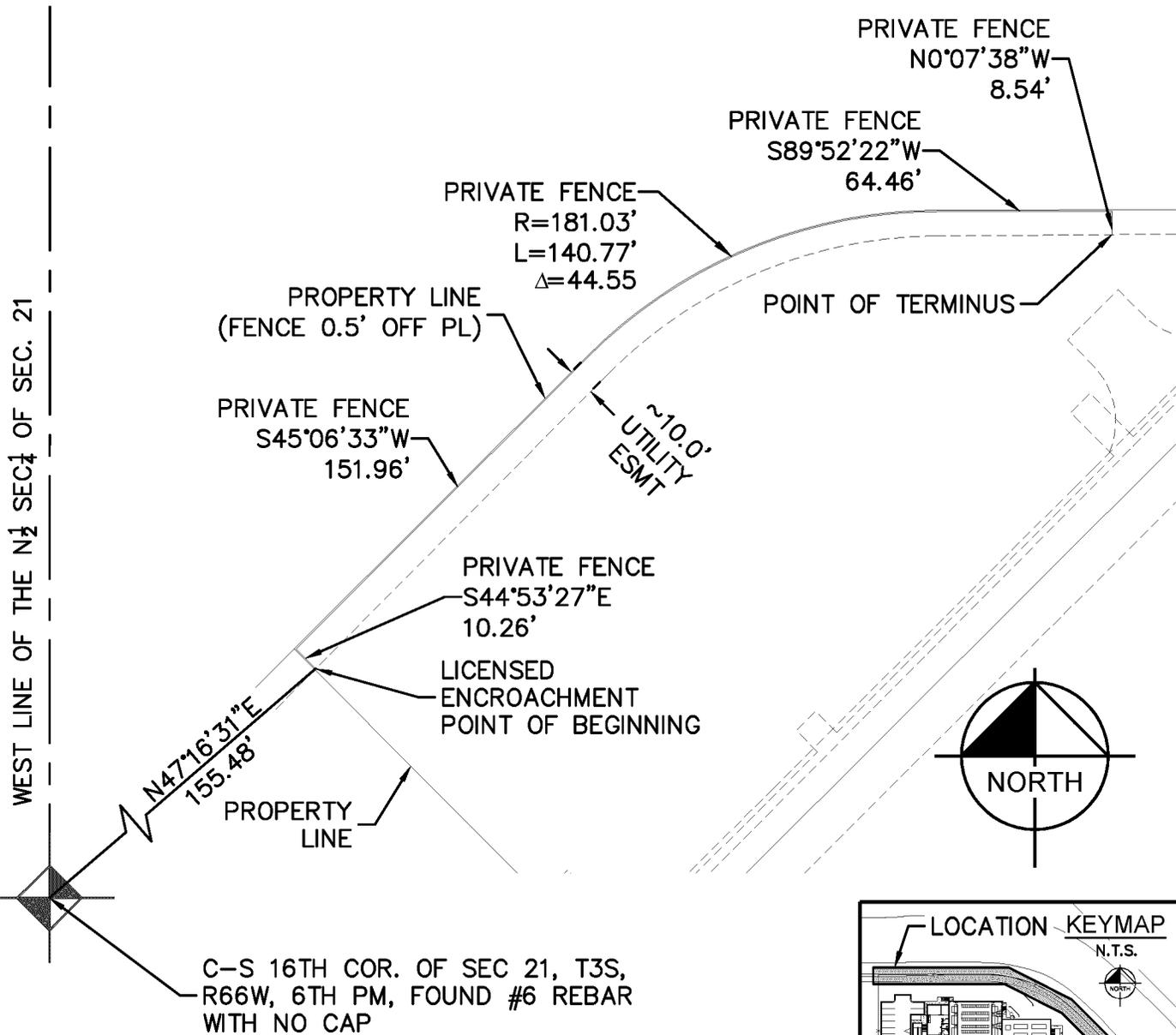
**Kimley»Horn**  
 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237  
 PHONE: 303-228-2300

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DRAWN BY: MMM SCALE: 1"=20'  
 CK'D BY: CHR DATE: 09/09/2020

EXHIBIT A  
 ILLUSTRATION A-2

LOT 2, BLOCK 1, GATEWAY PARK IV EAST SUBDIVISION FILING NO. 24  
 SITUATED IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 21, TOWNSHIP 3 SOUTH,  
 RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN  
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



PROPERTY OWNER  
 SAMARITAN'S PURSE  
 P.O. BOX 3000  
 BOONE, NC 28607

CITY OF AURORA, COLORADO

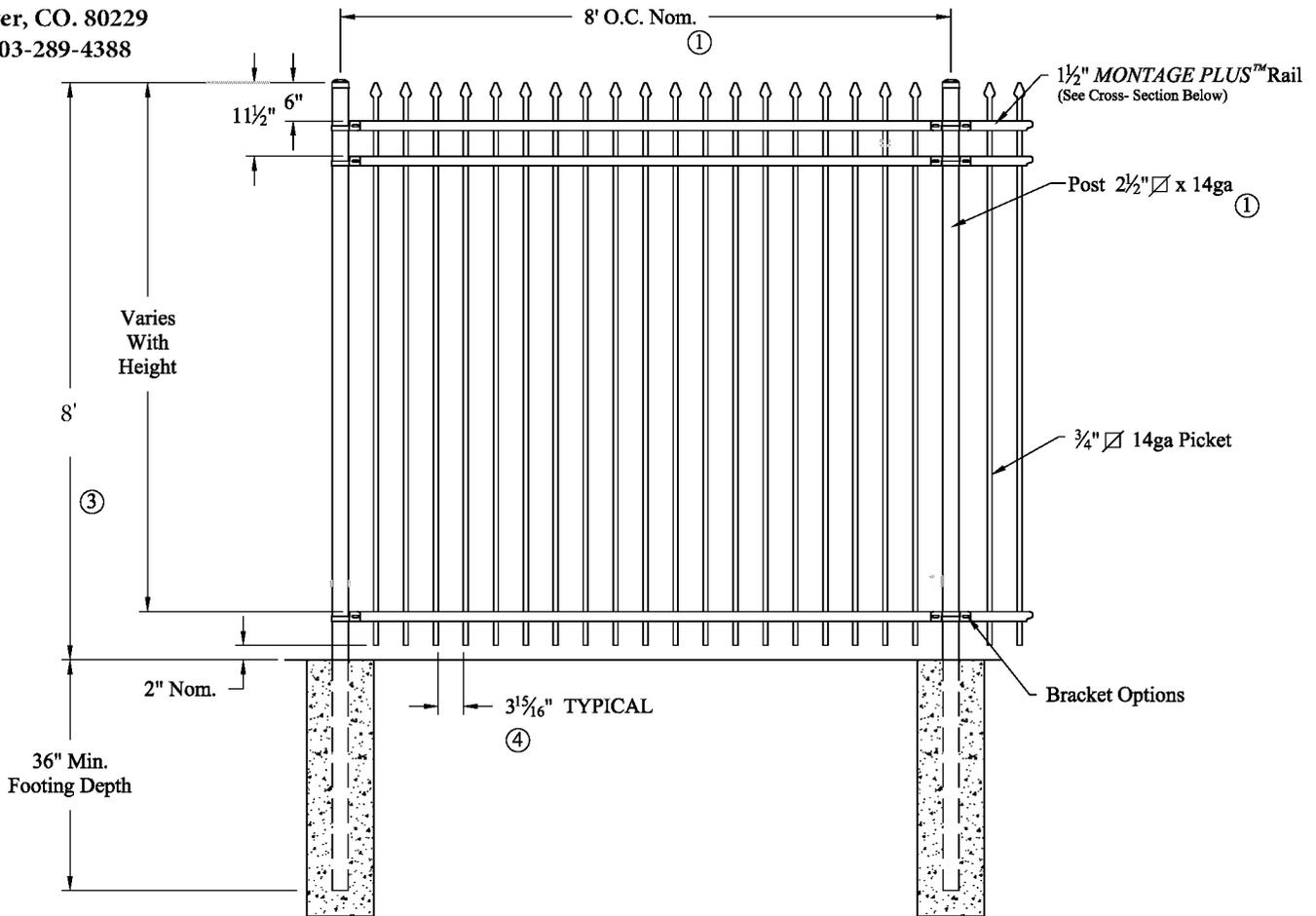
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 RANGE 66 WEST OF THE 6TH PM

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 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237  
 PHONE: 303-228-2300

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DRAWN BY: MMM SCALE: 1"=20'  
 CK'D BY: CHR DATE: 09/09/2020

AJI Fence Ltd.  
 909 E. 68th Ave.  
 Denver, CO. 80229  
 Ph. 303-289-4388



Title: **MONTAGE COMMERCIAL CLASSIC 3-RAIL**

DR: NJB | SH . 1 of 1 | DATA CENTER

CK-BS | Date 07/22/2020 | BLACK



**AMERISTAR®**

1555 N. Mingo  
 Tulsa, OK 74116  
 1-888-333-3422  
 www.ameristarfence.com