



Lima Plaza
6934 South Lima Street, Unit A
Centennial, CO 80112
720-874-6540
arapahoeco.gov

Date

Name

Address

Email address

Re: Authorization for access to High Line Canal property

Dear Name:

This letter ("Authorization") authorizes Name ("Permittee") to access Arapahoe County's High Line Canal property ("Property") subject to the following terms and conditions:

1. Permittee is authorized to access the Property to describe use of property. Permittee may not access or use the Property for any other purpose without the prior written approval of Arapahoe County Open Spaces ("ACOS").
2. This Authorization is effective Date, and will automatically terminate Date, unless previously terminated by ACOS or extended by mutual agreement. ACOS reserves the right to terminate this Authorization for any reason at any time upon ten days' notice to Permittee. If Permittee violates any provision of this Authorization, ACOS shall also have the right to terminate this Authorization effective immediately upon notice by ACOS.
3. Permittee must notify ACOS at askopenspaces@arapahoegov.com or (720) 874-6540 at least 48 hours before accessing the Property. ACOS reserves the right to revise Permittee's access times and locations at any time as deemed necessary to protect Arapahoe County facilities and property.
4. Permittee shall enter the Property via foot and/or vehicles and shall not interrupt recreational or operational activities on the Property. All Permittee vehicles that will be accessing the Property shall be identified with proper signage and identification.
5. Permittee shall make all necessary accommodations for Arapahoe County and other permitted vehicles, recreation users, and/or work that may be taking place on the Property. Arapahoe County staff, vehicles, equipment, contractors, and other permitted third parties shall be allowed to access the Property at any time. Permittee shall provide advance notice and appropriate signage and safely route all traffic through the Property as needed.
6. Permittee shall keep a copy of this Authorization on site during any work or activity on the Property.
7. Upon completion of Permittee's activity or termination of this Authorization, whichever is earlier, Permittee shall restore the Property to its pre-existing condition before leaving the Property. In the event clearing and restoration of the Property is not completed within seven days, Arapahoe County

may complete the restoration at the sole expense of Permittee, which must reimburse Arapahoe County in full within 30 days of invoice.

8. Permittee must carry workers' compensation insurance (statutory limits and employer liability \$1,000,000 per occurrence), general liability insurance (\$1,000,000 per occurrence and \$2,000,000 aggregate), and business automobile liability insurance (\$1,000,000 policy, if vehicles are to be utilized on the Property) and shall name Arapahoe County as an additional insured on such policies.
9. Permittee shall take all precautions not to disturb areas of the Property where it is not performing work. At the conclusion of the work, Permittee will revegetate any disturbed areas to preserve the environmental and urban natural ecosystem values of the Property pursuant to the Property's natural resource plan or other agreed-upon approach.
10. Permittee will use all reasonable means to prevent any loss or damage to Arapahoe County and to others resulting from Permittee's use of the Property. Any repair or replacement of any Arapahoe County property, facilities, equipment, and amenities within the Property made necessary due to Permittee's use or misuse of the Property, determined in the sole discretion of Arapahoe County, shall be made by Permittee at its sole expense.
11. Permittee's access to the Property may be extended to contractors that are under the supervision of Permittee, so long as the contractors meet all requirements of this Authorization.
12. Permittee understands and agrees that there may be inherent safety risks on the Property. Arapahoe County does not guarantee the safety of any individual or vehicle accessing the Property.
13. Permittee releases and waives any and all claims that it may have against Arapahoe County, its elected and appointed officials, officers, employees, volunteers, agents, and assignees that may arise out of Permittee's access to or use of the Property. This release and waiver shall extend to Permittee, its employees, members, contractors, volunteers, agents, assigns, invitees, and insurers.
14. Permittee shall protect, hold harmless, defend, and indemnify Arapahoe County, its elected and appointed officials, officers, employees, volunteers, agents, assignees, and insurers against any and all liability, loss, claims and demands, actions, proceedings, costs, and damages (including court costs and attorneys' fees) caused by the acts or omissions of Permittee's employees, members, contractors, volunteers, agents, assigns, and invitees acting within the scope of their relationship with Permittee.
15. Permittee shall comply with all applicable laws and ordinances and all rules, regulations, and requirements of any governmental authority promulgated thereunder controlling environmental standards and conditions of the Property. If, as a result of Permittee's occupancy of the Property, any such law, ordinance, rule, regulation, or requirement is violated, Permittee shall protect, hold harmless, defend, and indemnify Arapahoe County from and against any penalties, fines, costs, and expenses including legal fees and court costs incurred by Arapahoe County, caused by,

resulting from, or connected with such violation or violations. Permittee shall require each of its contractor(s) to indemnify, defend, and hold harmless Arapahoe County and its elected and appointed officials, officers, employees, volunteers, agents, assignees, and insurers against and from all claims, counterclaims, demands, and actions (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs and judgments) arising out of this Authorization and Permittee's and/or its contractor's(s') work or activity on the Property. In addition, but without limiting the foregoing, Permittee shall comply with the following:

- a. Permittee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Property by Permittee, its employees, members, contractors, volunteers, agents, assigns, or invitees without the express written permission of ACOS (which ACOS shall not unreasonably withhold as long as such Hazardous Material is necessary or useful to Permittee's occupation of the Property and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Material). If Permittee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Property caused or permitted by Permittee results in contamination of the Property, or if contamination of the Property by Hazardous Material otherwise occurs for which Permittee is legally liable to Arapahoe County for damage resulting therefrom, then Permittee shall indemnify, defend and hold harmless Arapahoe County from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including but not limited to diminution in value of the Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees, and expert fees that arise during or after the Authorization term as a result of such contamination. This indemnification of Arapahoe County by Permittee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Material on the Property caused or permitted by Permittee results in any contamination of the Property, Permittee shall promptly take all actions, at its sole expense, as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material to the Property, provided that ACOS' approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Property.
- b. As used in this Authorization, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Colorado, or the United States. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321); (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601); or (vi) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

16. Permittee may not assign this Authorization in full or in part without the prior written approval of ACOS.
17. Permittee will not be eligible to receive future authorizations to access the Property if it does not comply with all the requirements of this Authorization.

Acceptance of this Authorization will be indicated by the signature of an authorized person on behalf of Permittee. Please return a signed copy to the Operations Manager at ACOS.

Sincerely,

Margina Pingnot
Open Spaces Director

THIS AUTHORIZATION IS ACCEPTED BY:

By execution, signer certifies that he/she is authorized to accept and bind Permittee to the terms of this Authorization.

Signed: _____

Date: _____

Printed Name: _____

Title: _____