

PUBLIC WORKS DEPARTMENT

15151 E. Alameda Parkway, 3rd Floor Aurora, Colorado 80012 303-739-7300 licenseagreement@auroragov.org

January 1, 2024

TO WHOM IT MAY CONCERN:

The Public Works Land Development Review 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 within City right of ways or City owned property require license agreements, per Section 146-4.3.14 of the UDO (former Section 147-46(b)). Submit an application for a License Agreement for the encroachments. Any encroachments located in City owned property or City right of ways will still require a License Agreement. (Covenant Agreement may not be what the separate document title will be)

All License Agreement submittals must be emailed to <u>licenseagreement@auroragov.org</u>.

Insurance requirements and fee schedule are included with this packet. <u>Please provide a copy of the fully</u> 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, Land Development Review Services Public Works

CITY OF AURORA LAND DEVELOPMENT REVIEW 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
 - i. of E. Belleview Avenue, in Section 19, Township 5 South, Range 68 West).
 - ii. 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 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. 3/4" 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 (NOTE: THIS IS NOT REQUIRED OF SCHOOLS, DISTRICTS AND GOVERNMENT ENTITIES).
- 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 notated 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	\$2,746.00
b.	Master License Agreement	\$2,746.00
c.	Addendum	\$622.00
d.	Assignment	\$622.00

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. Should redlines to any of the 7 documents be sent to the applicant and they have not responded within 90 days, the License Agreement submittal will be cancelled in the system and you will need to resubmit to the licenseagreement email. City of Aurora Land Development 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.

**** Should redlines to any of the 7 documents be sent to the applicant and they have not responded within 90 days, the License Agreement submittal will be cancelled in the system and you will need to re-submit to the licenseagreement email.

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
- 19. Oil and Gas pipelines crossing City ROW or City infrastructure

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.

You will have the opportunity to sign a Covenant for all encroachments or continue with a License Agreement.

^{**}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.

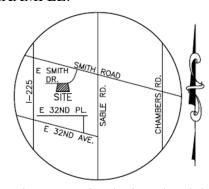
EXHIBIT SPECIFICATIONS

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:



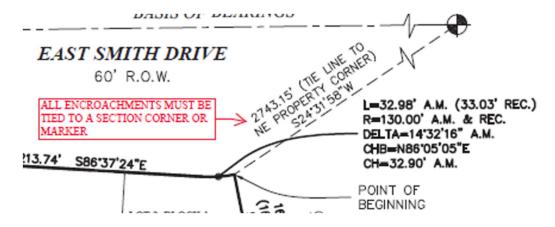
We do not require the long legal description of the area or plat, just the vicinity map as the first page. THERE CAN BE NO MORE THAN 50 PAGES OF EXHIBITS, ADDITIONAL EXHIBITS WILL NEED TO BE DONE ON AN ADDENDUM TO THE LICENSE AGREEMENT.

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.
- 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:



- 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.
- Boundary lines of <u>proposed</u> 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.
- 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.
- 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:

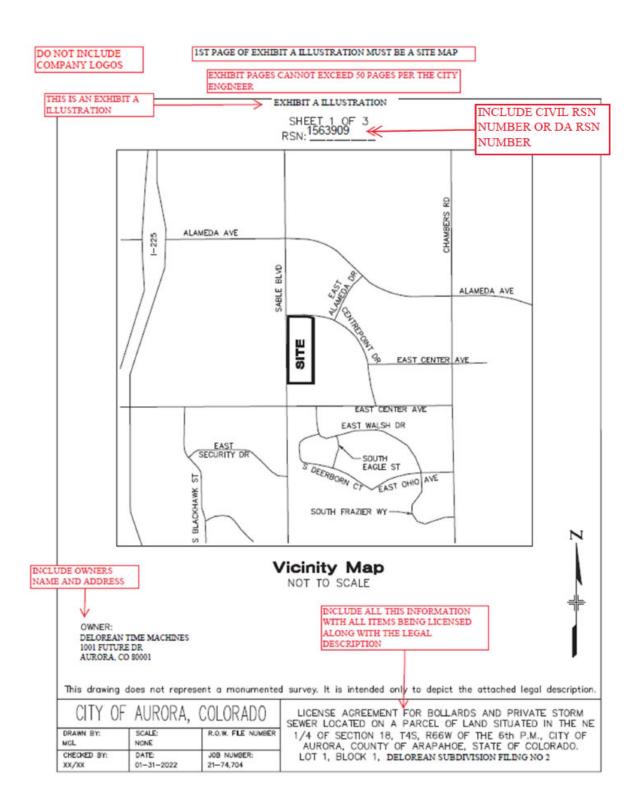
CL 23' AUTOMATIC SLIDING GATE WITH APPROVED SIREN OPERATED SYSTEM, - KNOX KEY SWITCH AND MANUAL RELEASE.

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

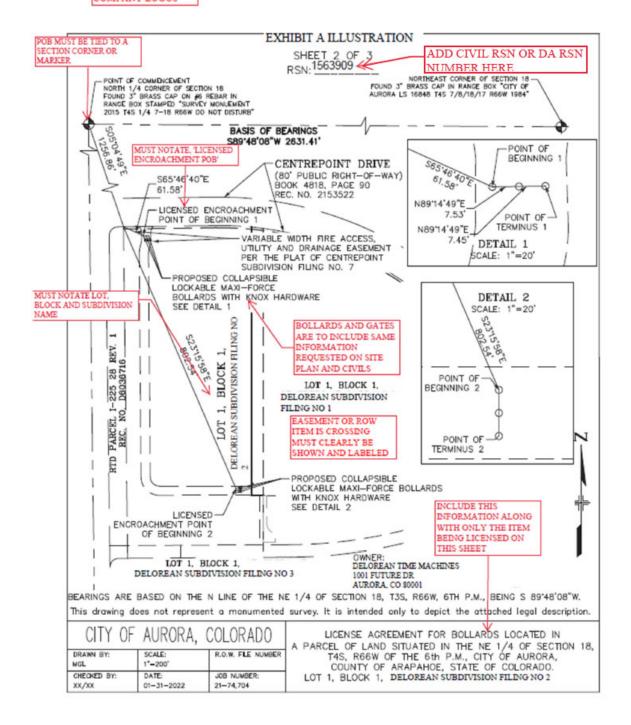
Keep in mind that once you have made a submittal, if you are emailed a request for corrections to documents submitted and you do not respond within 90 days, the submittal will be cancelled in the system and you will need to resubmit.

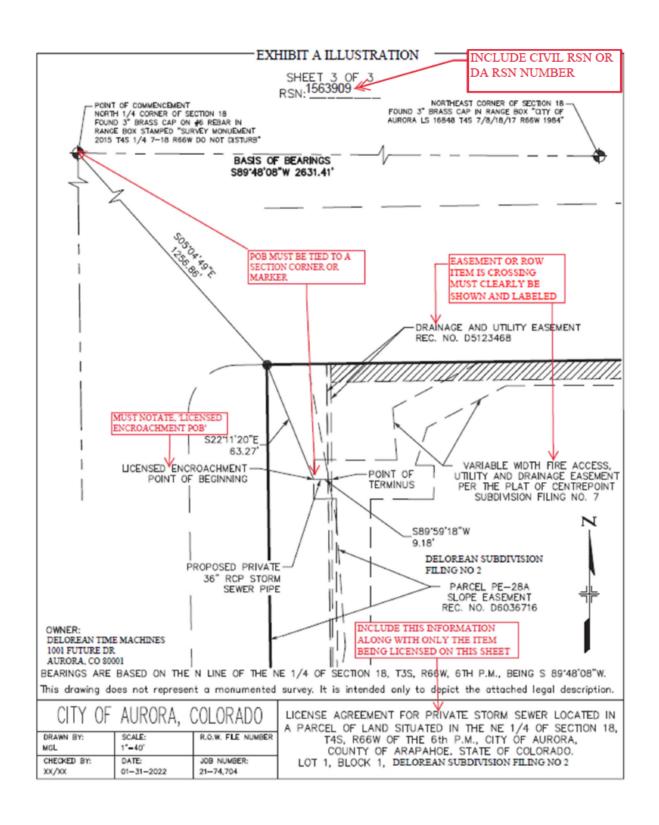
EXHIBIT A EXAMPLE: (SEE BELOW)

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

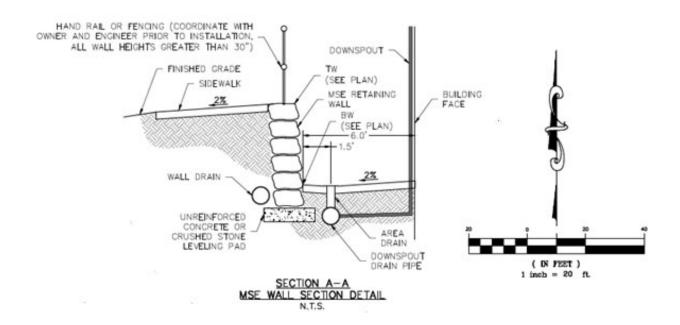


DO NOT INCLUDE COMPANY LOGOS

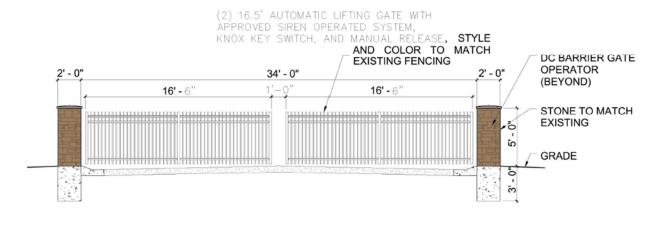




PROFILE VIEW OF RETAINING WALL Make sure to label the profie view sheet as: PROFILE VIEW OF RETAINING WALL



PROFILE VIEW OF GATE



A1 GATE ELEVATION LIFT OPTION SCALE: NTS

CITY OF AURORA INSURANCE REQUIREMENTS

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) <u>Commercial General Liability Insurance.</u> 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) <u>Workers' Compensation and Employers' Liability Insurance</u>. 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) <u>City as Additional Insured.</u> 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) <u>Limits of Insurance</u>. 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) <u>Certificates of Insurance.</u> 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, Subdivision name.

Keep in mind that once you have made a submittal, if you are emailed a request for corrections to documents submitted and you do not respond within 90 days, the submittal will be cancelled in the system and you will need to resubmit.



City of Aurora Public Works Department

MASTER LICENSE AGREEMENT APPLICATION

Land Development Review Services • 15151 E. Alameda Parkway, Ste 3200 • Aurora, CO 80012 • 303.739.7300 Email: licenseagreement@auroragov.org

*** Incomplete Applications will be Rejected ***

Due Diligence checklist AND application for a Master License Agreement

In order for Land Development Review to assist you in a timely and efficient manner please provide the following information:

Has the Development Application	n been approved?	Yes No N/A DA Number
DA RSN#:		
Has the civil plans been approved	d by the City of Auror	a? Yes No N/A
Civil Plan RSN#		
ls this a new Master License Agre	ement or an Addendi	um to an existing Master License Agreement?
New Addendum	MLA #	
Has the Site Plan been approved	? Yes No N	N/A
Is this project in the City of Auror approved.)	a? Yes No (Per	rmit cannot be obtained until License and Civils are
Who is the Planning Case Manage	er for this project?	
Land Owner		Applicant
Land Owner Contact		Applicant's Name
Address		Address
City, State, Zip		City, State, Zip
Phone		Phone
Email		Email
Project Name and Subdivision No	ame	<u> </u>
Items to be licensed		

APPROVAL FOR LICENSEE: In accepting this application, the applicant 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

YES

NO

FILL IN CHECK LIST BELOW

CHECK LIST

Application form filled out completely	YES	NO
2. Written Request	YES	NO
3. EXHIBIT A ILLUSTRATION	YES	NO
4. Copy of Vesting Deed OR a Title Commitment	YES	NO
5. Statement of Authority	YES	NO
6. Certificate of Good Standing	YES	NO

Fee to be paid once you receive an invoice.

7. Certificate of Insurance

STATEMENT OF AUTHORITY (Section 38-30-172, C.R.S.)				
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.			
Exe	ecuted on			
	te of Colorado unty of	Name		
The	e foregoing instrument was acknowledged before me this day of , 20 ,			
-by	-by			
Wi	tness my hand and official seal.			
	Notar	y Public		
Му	commission expires:			