

**Reciprocal License Agreement  
between  
Highlands Ranch Metropolitan District  
and  
Douglas County, Colorado**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Highlands Ranch Metropolitan District, a quasi-municipal corporation of the State of Colorado (“District”) and County of Douglas, Colorado, a political subdivision of the State of Colorado (“County”). The County and the District may hereinafter be referred to individually as the “Party” or collectively as the “Parties.”

WHEREAS, the Parties have the power, pursuant to the laws of the State of Colorado, to provide, operate and maintain water and sanitary sewer facilities, storm drainage facilities, street improvements, including streets, sidewalks curbs and gutters, pedestrian ways, medians, landscaping, irrigation systems, streetlights, traffic control devices including traffic signals, and appurtenances (the “Services and Facilities”); and

WHEREAS, the Parties desire to cooperate with each other in the provision, operation and maintenance of the Services and Facilities within the boundaries of the District; and

WHEREAS, the Constitution and laws of the State of Colorado permit and encourage local governmental entities to cooperate with each other to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18. (2) (a) and (b), and part 2 of Article 1 of Title 29, C.R.S, as amended, the Parties may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the County has multiple dedicated rights-of-way (“ROWs”) located within the boundaries of the District; and

WHEREAS, the District owns multiple properties located immediately adjacent to the ROWs (“District Property”); and

WHEREAS, the District has landscaped medians and roadside areas (“Landscaped Area”) located within the ROWs; and

WHEREAS, the District owns and maintains improvements in the Landscaped Area which include, but are not limited to plant material, irrigation systems, landscape rock, mulch and decorative walls (“Landscape Improvements”); and

WHEREAS, the District wishes to maintain, and the County wishes to allow the District to maintain the Landscaped Area; and

WHEREAS, the District has installed and continues to install internally illuminated street name signs on County traffic signal mast arms; and

WHEREAS, the District wishes to maintain, and the County wishes to allow the District to maintain internally illuminated street name signs on County traffic signal mast arms; and

WHEREAS, the County owns and maintains various traffic signals, variable message signs, traffic signposts, flashing beacons, fiber optic lines, sidewalks, etc. (“Street Improvements”) located within the boundaries of the District and may also be installed on District Property; and

WHEREAS, the Street Improvements often require additional infrastructure such as underground conduit, wiring, pull boxes, vaults, cabinets, electrical service, etc. (“Traffic Control Infrastructure”) which must also be installed on District Property; and

WHEREAS, the County owns and maintains various storm drainage improvements on District Property, such as inlets, pipes, outfall structures, manholes, etc. (“Storm Drainage Facilities”) located within the boundaries of the District and access to a portion of these Storm Drainage Facilities is available only by crossing District Property; and

WHEREAS, the Parties are desirous of granting a reciprocal license to each other to perform such maintenance for Landscaped Areas, Landscape Improvements, Street Improvements, Traffic Control Infrastructure and Storm Drainage Facilities (collectively, the “Improvements”).

NOW THEREFORE, in consideration of the foregoing premises and the covenants and conditions provided herein, the parties hereto agree as follows:

1. Conveyance of License to the District. The County hereby grants to the District, its agents and employees a non-exclusive license to access, enter upon, cross and use the ROWs for maintaining the Landscaped Area and internally illuminated street name signs, together with ingress and egress for such maintenance purposes.

2. Conveyance of License to the County. The District hereby grants to the County, its agents and employees a non-exclusive license to access, enter upon, cross and use any of the District Property for the purpose of installing or maintaining County Street Improvements, Traffic Control Infrastructure and Storm Drainage Facilities together with ingress and egress to any County facilities located on District property.

3. Operation and Maintenance of Landscaped Area in County ROW. In consideration of the County’s granting of this license agreement, the District agrees to assume the responsibility to operate and maintain the Landscaped Area solely at the District’s cost and expense, except that restoration costs shall be governed pursuant to Section 14 of this Agreement. The District shall have the right to enforce its Rules and Regulations on the Landscaped Areas unless those conflict with current Douglas County Roadway Design and Construction Standards or otherwise create a traffic safety concern for the County. Landscaped Areas and Landscape Improvements as shown on the plans approved by Douglas County Engineering shall remain the property of the District. Modifications and alterations to such existing Landscape Areas and Landscape Improvements shall require approved plans or an approved Notice of Change to the approved plans from Douglas County Engineering.

4. Operation and Maintenance of Street Improvements, Traffic Control Infrastructure and Storm Drainage Facilities on District Property. In consideration of the District's granting of this license agreement, the County agrees to assume the responsibility to operate and maintain the Street Improvements, Traffic Control Infrastructure and Storm Drainage Facilities at the County's sole cost and expense, except that restoration costs shall be governed pursuant to Section 14 of this Agreement. Street Improvements, Traffic Control Infrastructure and Storm Drainage Facilities shall remain the property of the County. Modifications and alterations to the Street Improvements, Traffic Control Infrastructure and Storm Drainage Facilities located on District Property may only be made by the County with the consent of the District, unless the County owns an easement for that improvement.

5. New Improvements. Neither party shall install any new Landscape Areas, Landscape Improvements, Street Improvements, Traffic Control Infrastructure or Storm Drainage Facilities on the property of the other without written approval from the owner of the property.

6. Cooperation of Applications for Permits. The Parties agree to cooperate with each other in any and all applications for permits, licenses or other authorizations required by any governmental or other body having jurisdiction in connection with any work which may be performed under this Agreement and further agree to cooperate in obtaining any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be required in connection with any work affecting the Landscaped Area, Landscape Improvements or required for the County's operation of the Traffic Control Infrastructure, Street Improvements or Storm Drainage Facilities.

7. Safety Measures. In connection with any work which may be performed pursuant to this Agreement, the District shall observe all necessary traffic safety measures.

8. Permits. The Parties shall not be required to obtain any permit from the other Party for routine maintenance, modifications, and/or alterations. But District will need a ROW Use and/or Construction Permit from the County for any activities which require shoulder, vehicular lane, bicycle lane or sidewalk closures.

9. Obligations Limited. Except as otherwise provided in the Agreement, the District's obligations under this Agreement are limited solely to maintenance responsibilities for the internally illuminated street name signs on the County's traffic signal mast arms and Landscape Improvements for the Landscaped Area and shall, in no way be construed to entail the assumption by the District of any other liabilities and/or responsibilities with regard to the streets within the boundaries of the District which have been dedicated to the County. The County's obligation under this Agreement is also limited solely to maintenance responsibility for Improvements it owns and in no way assumes any other liabilities and/or responsibilities with regard to Landscape Improvements for the Landscaped Area nor internally illuminated street name signs installed by the District.

10. Insurance. Each party shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement insurance coverage insuring each of them against liability for injuries to persons and damage to or destruction of property arising out of this Agreement.

11. Compliance with Laws. In performing their respective responsibilities herein, the Parties shall comply with all applicable County, State, and Federal laws, codes, regulations, and/or ordinances.

12. Governmental Immunity Not Waived. Nothing in this Agreement shall be construed to constitute a waiver on the part of the County or the District of any governmental immunity which either party may enjoy under the Colorado Revised Statutes or other law.

13. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. Notice of termination shall be signed by the terminating party, who shall deliver the notice to the other party as provided in paragraph 14 and shall record a copy of such notice in the Douglas County records.

14. Restoration.

- a. In the event the County has to enter their property to repair and maintain the Landscaped Areas, Landscape Improvements, or the internally illuminated street signs in order to protect the integrity of their property, the County will first notify the District. The District may determine to make the repair and maintenance work itself; or, if the District determines the County may perform such work, the County may charge all repair and maintenance costs to the District. In the event Landscaped Areas, Landscape Improvements, and/or the internally illuminated street signs create a hazard to the users of the County property, the County shall have the right to remove the same without the need for prior notice, at the cost of the District.
- b. In the event the County Street Improvements, Traffic Control Infrastructure or Storm Drainage Facilities threaten the integrity of District property, the District will immediately notify the County. The County, at its own cost, will take all actions reasonably necessary to protect the integrity of the District property and will restore any damage to District property as a result of the repair and/or maintenance of the Street Improvements, Traffic Control Infrastructure or Storm Drainage Facilities.
- c. In the event the District damages County improvements located on District Property, the District will first notify the County. The County may make the repair and charge all repair costs to the District.

15. Notice. Any notices, demands, or other communications required or permitted to be given any provision of the Agreement shall be given in writing, delivered personally or sent by fax or e-mail addressed to the parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given

in accordance herewith. Notice shall be considered given on the earlier of the day on which such notice is actually received by the party to whom it is addressed, or the third day after such notice is delivered.

Highlands Ranch Metropolitan District  
Attn: General Manager  
62 Plaza Drive  
Highlands Ranch, Colorado 80129

County of Douglas County  
Attn: Public Works Director  
100 Third Street  
Castle Rock, Colorado 80104

16. Amendment. This Agreement contains all the terms agreed upon by the Parties. Any amendments or modifications to this Agreement must be reduced to writing and executed by the parties hereto, their successors or permitted assigns, to be valid and binding.

17. Severability Clause. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

19. Binding Effect. The provisions of this Agreement shall bind and shall inure to the benefit of the parties hereto and to their respective successors and permitted assigns.

20. Assignment. The rights and duties under this Agreement may not be assigned or delegated without the written consent of the other party and any such attempt at assignment or delegation without the consent of the other party, shall be null, void and of no effect.

21. Enforcement. The parties hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

22. Annual Appropriation. Each Party's respective obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of their respective governing bodies.

IN WITNESS WHEREOF, in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the Parties have executed this Agreement as of the date first set forth above.

**HIGHLANDS RANCH METROPOLITAN DISTRICT,**  
a quasi-municipal corporation of the State of Colorado

BY: \_\_\_\_\_

Name: Stephanie Stanley

Title: General Manager

Date: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

BY: \_\_\_\_\_

George Teal  
Chair

**ATTEST:**

\_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Douglas J. Debord  
County Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher Pratt  
Managing County Attorney