

LICENSE AGREEMENT

THIS LICENSE ("License"), executed this ____ day of _____, 2020, by and between the Southern Water Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq. and owned by the Northern Colorado Water Conservancy District, whose address is 220 Water Avenue, Berthoud, Colorado 80513, hereinafter called "Licensor," is granted to the Town of Erie, a municipal corporation, acting by and through its Water Activity Enterprise, a government-owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., whose address is 645 Holbrook, PO Box 750, Erie, CO 80516, hereinafter called "Licensee."

RECITALS

A. Licensor is the owner of, or holds certain easements on, the real property more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the "Property").

B. The Licensee desires to construct a water transmission pipeline and related appurtenances ("Licensed Facility") on, over, across and under portions of the Property and desires to obtain permission therefor from the Licensor.

NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Licensor hereby grants to Licensee, its successors and permitted assigns, with respect to such title and interest as Licensor may have in the Property, and upon the terms and conditions hereinafter stated, the permanent irrevocable license, permission and right to survey, locate, install, construct, use, operate, maintain, inspect, repair, alter, remove and replace the Licensed Facility on, over, across and under the Property. Such installation and construction shall be located as shown on Exhibit B attached hereto and made a part hereof by this reference.

2. Licensor intends to use the Property for all purposes in connection with present and future water pipelines, which rights Licensor hereby expressly reserves.

3. Licensor warrants that it has not granted to others the use of the Property to construct a water transmission pipeline longitudinal to the water pipeline of Licensor located on the Property. Licensor reserves the right to grant to others the use of the Property for any purposes whatsoever, provided that the same shall not unreasonably interfere with the Licensed Facility. Licensor, its successors and assigns shall maintain a minimum 10 foot horizontal separation (edge to edge distance) between any future pipelines and the Licensed Facility.

4. Licensor and Licensee shall not do or permit to be done any blasting above, underneath or near the facilities of Licensor or the Licensed Facility.

5. Licensee shall not begin construction upon and along the Property until Licensee first provides Licensor with plans and specifications for the Licensed Facility and until such plans and

specifications have been approved by Licensor to ensure that any construction will not damage or materially impair the facilities of Licensor, which approval shall not be unreasonably withheld. The Licensed Facility shall be substantially constructed in accordance with such approved plans and specifications. Licensee shall give reasonable notice to Licensor prior to the commencement of construction on the Property. Licensor shall have the right to inspect all facilities constructed or installed pursuant to this License. Any reasonable instructions of the Licensor's representative relating to the safety of Licensor's facilities will be followed by the Licensee, its agents, contractors and employees. Any damage done to Licensor's facilities, monumented survey points or other improvements during the above construction shall be immediately repaired at the expense of Licensee, and, insofar as practicable, all portions of the Property which are disturbed by the construction of the Licensed Facilities shall be restored by the Licensee to its condition prior to the construction of the Licensed Facilities and revegetated. In the event of resettling, Licensee shall restore the surface of the Property by grading and compacting any irregularities left after construction.

6. The provisions of paragraph 5 shall also apply to any other work involving the construction, maintenance, reconstruction or relocation of the Licensed Facility on the Property. If practicable, Licensee shall give reasonable notice to Licensor prior to commencement of such activities.

7. Should Licensee or its employees, contractors or agents discover evidence of historical, archaeological or paleontological sites on the Property during construction of the Licensed Facility, all construction on the Property shall be immediately suspended until all applicable rules, regulations, permits and laws have been complied with. Licensee shall immediately advise Licensor of the discovery.

8. Licensee shall operate, maintain and repair the Licensed Facility so that the Licensed Facility does not adversely affect the operation of the Licensor's facilities. If the Licensed Facility does adversely affect the Licensor's facilities, Licensor may give notice requiring immediate repair or maintenance of the Licensed Facility to eliminate such adverse effect. If Licensee should fail to take such action requested by Licensor, Licensor may take such action at the expense of the Licensee.

9. Licensee has been fully advised by Licensor that the water pipelines of Licensor located on the Property are subject to cathodic protection. Licensor shall not be liable for stray current or interfering signals induced in the Licensed Facility as a result of the operation of Licensor's cathodic protection system.

10. Licensee shall not cause nor permit to be caused by any of its contractors, agents or employees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous wastes, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to asbestos, polychlorinated biphenyls ("PCB's") and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over, or beneath the Property. Any hazardous, toxic or flammable substances used by the Licensee or its agents, representatives, or independent contractors in the construction, operation, maintenance, repair or replacement of the Licensed Facility shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment. Upon completion of such activities, any such hazardous, toxic or flammable substances shall be removed by the Licensee.

11. Each party assumes responsibility for the actions and/or omissions of its agents and its employees in the performance or failure to perform under this Agreement. By agreeing to this provision, neither party waives nor intends to waive the limitations on liability which are provided to each party under the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

12. Licensor shall use care not to damage the Licensed Facility in the maintenance, relocation, construction or reconstruction of its facilities located on the Property (the "Licensor's Activities") and, if practicable, Licensor shall give reasonable notice to Licensee prior to the commencement of Licensor's Activities on the Property. Any damage done to the Licensed Facility, monumented survey points or other improvements during the Licensor's Activities shall be immediately repaired at the expense of Licensor, and all portions of the Property which are disturbed by the Licensor's Activities shall be restored by the Licensor to its condition prior to the Licensor's Activities and revegetated. In the event of resettling, Licensor shall restore the surface of the Property by grading and compacting any irregularities left after the Licensor's Activities.

13. Licensee shall install the Licensed Facility a maximum of 10 feet on center inside the Southern edge of the Easement. Licensor, its successors and assigns shall maintain a minimum 10 foot horizontal separation (edge to edge distance) between any future Licensor pipelines and the Licensed Facility. Within 30 days after the completion of installation of the Licensed Facility, the Licensee shall install, and shall thereafter maintain, visible markers of the location of the Licensed Facility.

14. Upon the abandonment of the use of the Property by Licensee, the License herein granted shall terminate. Upon termination, Licensee shall remove or abandon the Licensed Facility in the Property as may be required by the easement acquired by the Licensee from the landowners and restore the Property to its condition prior to the abandonment. If Licensee should fail to remove or abandon the Licensed Facility as may be required by the easement acquired by the Licensee from the landowners and restore the Property, Licensor may remove or abandon the same as may be required by the easement acquired by the Licensee from the landowners and restore the Property at the expense of the Licensee.

15. Licensee shall maintain insurance or self-insurance complying with the Colorado Governmental Immunity Act and shall require its contractors to purchase and maintain, for the full period of any construction contract, including any warranty period, at the contractor's sole expense, commercial general liability insurance covering personal injury, bodily injury and property damage; Explosion & Collapse; Underground Hazard; Products/Completed Operations; Contractual Liability; Broad Form Property Damage; and City's & Contractor's Protective. The limits of the contractor's insurance shall be at least \$2,000,000 per occurrence. All policies shall be of the occurrence form. The Licensee shall require that its contractor name the Licensor as additional insured under said policies.

16. This License shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

17. Licensee shall bear the sole obligation of obtaining from the fee title owner of the Property or other owner of a proprietary interest in the Property, such authority or rights as the Licensee may need in addition to the rights provided in this License for the Licensed Facility.

18. This License shall not be assigned by the Licensee without the prior written approval of the Licensor, which shall not be unreasonably withheld.

19. Additional Provisions:

A. In accordance with paragraph 4.e.ii of the Allotment Contract for Capacity in the Southern Water Supply Project Pipeline between Licensor and Licensee dated January 4, 1994,

Licensee shall pay Licensors \$_____ upon execution of this License by Licensors for use of the Property.

20. No representations, warranties, or certifications express or implied shall exist as between the parties, except as specifically stated in this Agreement.
21. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party of the source of the language in question.
22. None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Licensors or the Licensee receiving services or benefits under this Agreement shall be only an incidental beneficiary.
23. This Agreement is an integration of the entire understanding of the parties with respect to the matters stated herein. The parties shall only amend this Agreement in writing with the proper official signatures attached hereto.
24. No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.
25. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT, ACTING BY AND THROUGH ITS
SOUTHERN WATER SUPPLY PROJECT WATER ACTIVITY ENTERPRISE:

By: _____ Title: _____

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before this _____ day of _____, 2003 by
_____, as _____ of the Northern Colorado Water
Conservancy District, Acting By And Through Its Southern Water Supply Project Water Activity
Enterprise.

Witness my hand and official seal.

-Seal-

My commission

expires: _____

Notary Public

EXHIBIT A

Legal Description of the Property

EXHIBIT B

**REX RANCH FILING NO. 1 & 2
WATER EASEMENT 06**

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT E, REX RANCH SUBDIVISION FILING NO. 1 RECORDED UNDER RECEPTION NO. 03626300 AND A PORTION OF TRACT C, REX RANCH SUBDIVISION FILING NO. 2 RECORDED UNDER RECEPTION NO. 03767268 IN THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDER, LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER BY A 10' WITNESS CORNER BEING A 2-1/2" ALUMINUM CAP STAMPED "LS 29414" AND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER BY A 70' WITNESS CORNER BEING A 3-1/4" ALUMINUM CAP STAMPED "PLS 28286", BEARING S88°46'04"W PER THE PLAT OF REX RANCH SUBDIVISION FILING NO. 1.

BEGINNING AT THE SOUTHEASTERLY CORNER OF TRACT E, REX RANCH SUBDIVISION FILING NO. 1 RECORDED UNDER RECEPTION NO. 03626300 IN THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDER;

THENCE ON THE SOUTHERLY LINE OF SAID TRACT E AND THE SOUTHERLY LINE OF TRACT C, REX RANCH SUBDIVISION FILING NO. 2 RECORDED UNDER RECEPTION NO. 03767268, S88°46'04"W A DISTANCE OF 2,556.07 FEET, TO SOUTHWESTERLY CORNER OF SAID TRACT C;

THENCE ON THE WESTERLY LINE OF SAID TRACT C, N00°21'53"E A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID WESTERLY LINE, ON A LINE BEING 30.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTHERLY LINE, N88°46'04"E A DISTANCE OF 1,973.69 FEET;

THENCE THE FOLLOWING THREE (3) COURSES:

1. N01°13'56"W A DISTANCE OF 15.00 FEET;
2. N88°46'04"E A DISTANCE OF 160.00 FEET;
3. S01°13'56"E A DISTANCE OF 15.00 FEET;

THENCE ON A LINE BEING 30.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTHERLY LINE, N88°46'04"E A DISTANCE OF 422.40 FEET, TO A POINT ON THE EASTERLY LINE OF SAID TRACT E;

THENCE ON SAID EASTERLY LINE, S00°19'39"E A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 79,082 SQUARE FEET OR 1.8155 ACRES.

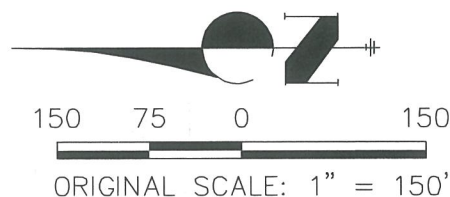
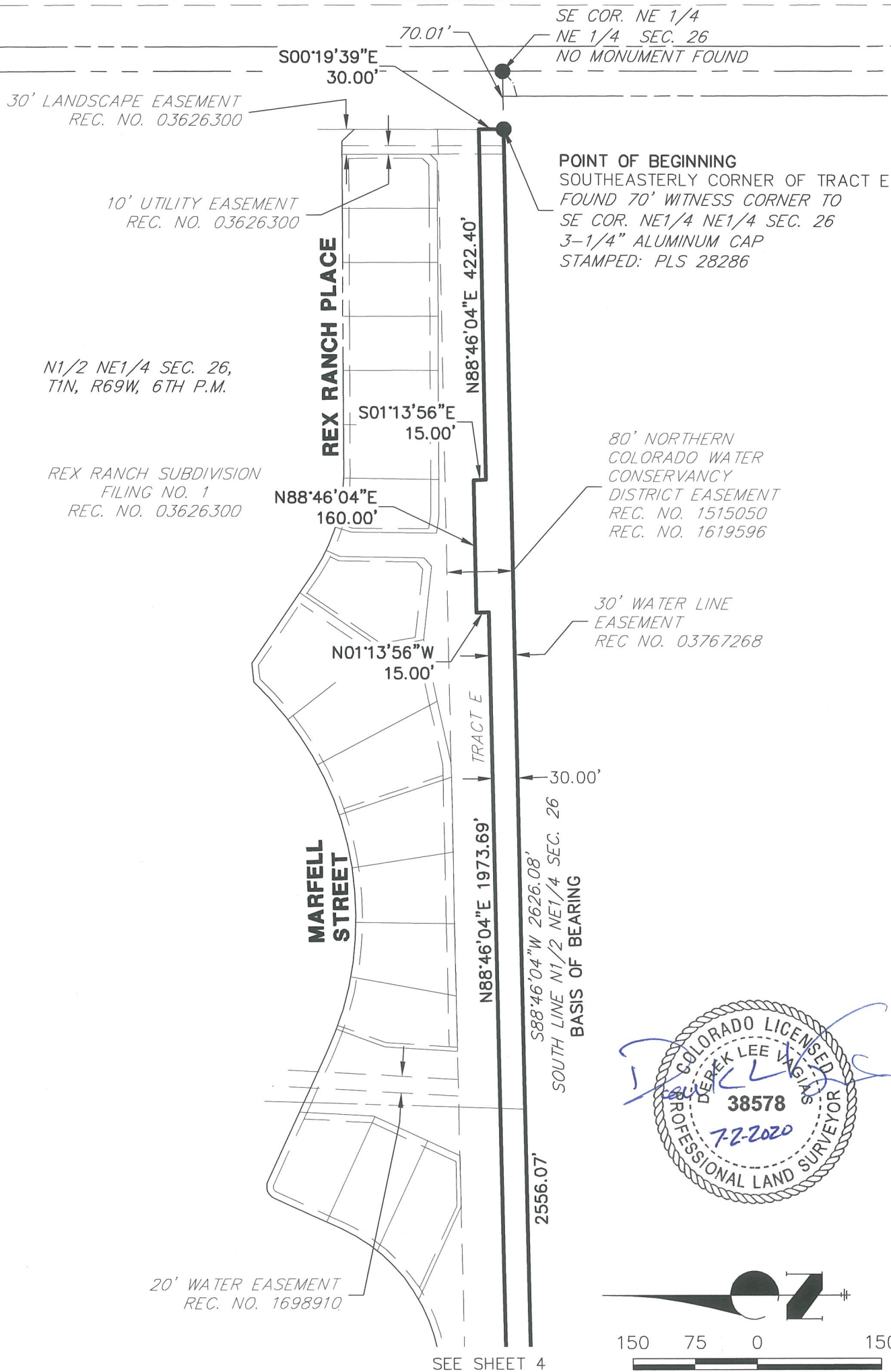
PROPERTY DESCRIPTION STATEMENT

I, DEREK LEE VAGIAS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38578
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

WATER EASEMENT 06
REX RANCH FILING NO. 1
PROJECT NO.: 15708.08
DATE: 07/02/20

SHEET: 3 OF 4

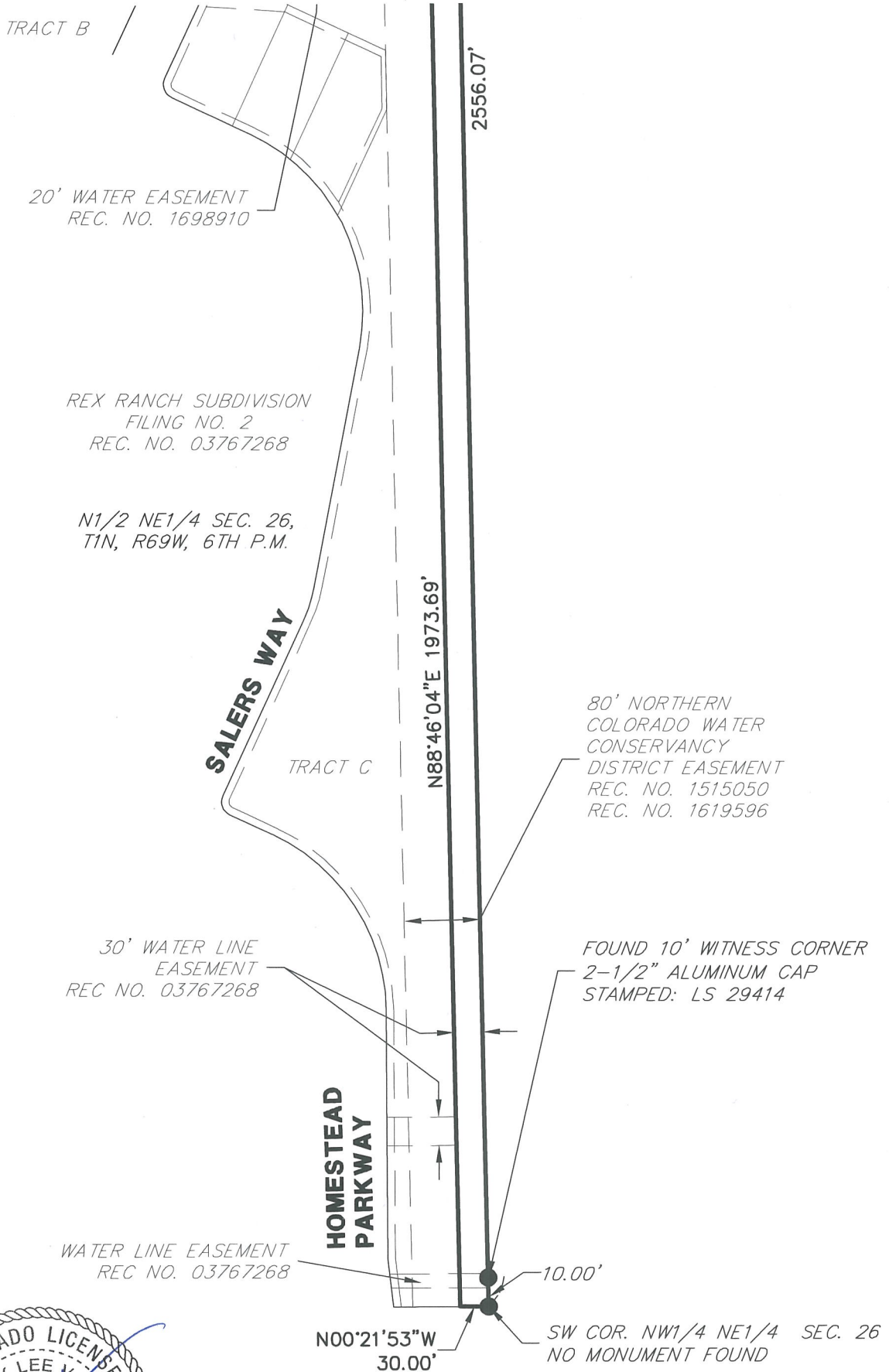


J-R ENGINEERING
A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

EXHIBIT

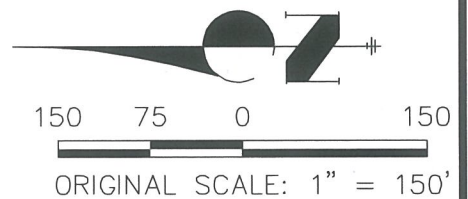
SEE SHEET 3



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

WATER EASEMENT 06
REX RANCH FILING NO. 1
PROJECT NO.: 15708.08
DATE: 07/02/20

SHEET: 4 OF 4



J-R ENGINEERING

A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com