

**License Agreement**  
**Storm Drain Pipeline Crossing – Boulder Industrial Lead**

This License Agreement ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake St., Denver, Colorado 80202 ("**RTD**"), and Town of Erie, a Colorado municipality in the Counties of Boulder and Weld, whose address is 645 Holbrook St., Erie, Colorado 80516 ("**Licensee**").

Recitals

- A. RTD owns the land, railroad right-of-way and tracks known as the Boulder Industrial Lead in the Counties of Adams, Weld, Broomfield, and Boulder, State of Colorado ("**RTD Property**"), for mass transit purposes.
- B. Licensee and Daybreak Recovery Acquisition LLC ("**Developer**") entered into a Development Agreement ("**Development Agreement**") dated December 10, 2024, and recorded at Reception No. 4999875 on December 12, 2024, in the real property records of Weld County, Colorado, for the construction and installation of public improvements necessary for the development of the property known as Colliers Hill Subdivision Filing No. 6 ("**Development**"). The Development Agreement is incorporated into this Agreement by reference.
- C. Licensee and Developer desire to construct, maintain, use, and operate the Facilities (defined below) within certain portions of RTD's property and railroad right-of-way on the Boulder Industrial Lead in the vicinity of Weld County Road 5, north of Weld County Road 10, Town of Erie, Weld County, Colorado ("**Licensed Area**"), as shown on the attached **Exhibit A** in conjunction with the Development adjacent to the RTD Property.
- D. Pursuant to the Development Agreement, Developer will perform the construction and installation of the Facilities and be responsible for the operation and maintenance until the Facilities are dedicated to and accepted by Licensee. RTD and Developer entered into a License Agreement for the construction, maintenance, use, and operation of the Facilities within the RTD Property.

In consideration of the mutual promises contained in this Agreement and for the sum of \$3,500.00 to be paid by Licensee to RTD upon execution of this Agreement, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Article 1. License

- A. Subject to all the terms and conditions of this Agreement, RTD grants to Licensee a non-exclusive, revocable license and permission to enter upon and have ingress to and egress from the RTD Property ("**License**") solely for the purposes of constructing, maintaining, using, and operating one (1) 18-inch RCP Storm Drain pipeline within a 30-inch steel casing (collectively, "**Facilities**"), crossing the RTD Property at a minimum depth of 7 feet below base of rail within the Licensed Area shown on the attached **Exhibit A** and in accordance with the Plans attached as **Exhibit B**.

- B. Developer shall perform the construction and installation of the Facilities and shall be responsible for performance of all work and materials used commencing on the Effective Date, defined below, through the initial acceptance of the Facilities by Licensee and expiration of the 2-year warranty period until final acceptance of ownership by Licensee ("**Final Acceptance**"). Licensee shall provide written notice to RTD upon Final Acceptance of the Facilities by Licensee. Developer shall maintain the Facilities unless dedicated to and accepted in writing by Licensee for maintenance.
- C. RTD shall retain all rights in and usage of the Licensed Area. The License is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Licensee's use of the Licensed Area shall not interfere with RTD's use and/or maintenance of RTD facilities and the RTD Property, nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.
- D. Licensee shall require its agents, employees, contractors, and subcontractors (collectively, "**Licensee's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.
- E. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

## Article 2. Term

This Agreement shall become effective upon the last date of execution by both parties ("Effective Date") and shall remain in effect until terminated pursuant to the provisions of Article 3 or terminated by court order, whichever is earlier.

## Article 3. Termination and Default

- A. RTD may terminate this Agreement as to all Facilities or with respect to certain Facilities or portions of the Licensed Area. RTD shall provide notice of termination to Licensee in writing 180 days prior to the effective date of termination and shall specify the scope and extent of such termination. Prior to the effective date of termination specified, Licensee shall, at its cost, remove its terminated Facilities and reasonably restore the RTD Property and Licensed Area on which the terminated Facilities were installed to the condition in which the RTD Property and Licensed Area existed as of the Effective Date. Licensee shall provide notice in writing to RTD that it intends to remove the Facilities 60 days prior to the anticipated date of removal. Upon RTD's inspection and acceptance of such removal and restoration of the RTD Property and Licensed Area, this Agreement shall terminate even if the effective date of termination specified in RTD's notice has not been reached. If the Facilities are removed from the RTD Property and Licensed Area without notice to RTD, this Agreement shall automatically terminate.
- B. In the event of Licensee's violation of any of the terms of this Agreement, Licensee shall correct such violation immediately upon receipt of written notice from RTD ("**Default Notice**") at no cost to RTD. If the violation is not cured to the satisfaction of RTD within 30 days after receipt of the Default Notice, or such longer period as RTD may permit in writing,

RTD may elect to correct or eliminate the violation at Licensee's expense, without prejudice to RTD's right to terminate this Agreement. If Licensee fails to timely reimburse RTD, RTD may terminate this Agreement effective immediately, and Licensee shall immediately cease operating the Facilities and promptly remove its Facilities and restore the Licensed Area at Licensee's cost. If Licensee fails to remove the Facilities and restore the Licensed Area within 90 days after termination, RTD may remove the Facilities and/or restore the Licensed Area at Licensee's cost.

- C. Licensee's obligation to restore the RTD Property and Licensed Area to the condition in which they existed as of the Effective Date, or to reimburse RTD for such restoration, shall survive any termination of this Agreement.
- D. Licensee shall reimburse RTD under this Article within 30 days after Licensee's receipt of a written invoice and supporting documentation.

#### Article 4. Work and Coordination with RTD

- A. The Facilities shall be designed in accordance with applicable RTD design criteria.
- B. Licensee shall install the Facilities in accordance with **Exhibit B**. Licensee shall ensure that the Facilities are constructed with due care, at Licensee's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD design and construction standards.
- C. Licensee shall coordinate all work with RTD Utility Engineering at phone number 303.299.2811 or email at [UtilityDesignConstruction@rtd-denver.com](mailto:UtilityDesignConstruction@rtd-denver.com) and RTD Construction Engineering at phone number 303.299.2299 or email at [Engineering@rtd-denver.com](mailto:Engineering@rtd-denver.com). Licensee's Agent shall notify RTD Utility Engineering and RTD Construction Engineering a full two weeks prior to construction and shall coordinate a Utility Pre-Construction Meeting with RTD.
- D. Licensee will ensure that each of Licensee's Agents requiring access to and entry upon the Licensed Area to perform work under this Agreement, with the exception of individual Licensee employees, obtains a fully executed current form of RTD's Contractor Right of Entry Agreement similar to the form attached as **Exhibit C** ("**Contractor ROE**"). Licensee shall submit any request for a Contractor ROE to the Manager of Real Property at the address provided in this Agreement or by email to [RealProperty@RTD-Denver.com](mailto:RealProperty@RTD-Denver.com). Licensee's Agent shall sign the Contractor ROE and submit it, or have the Licensee submit it, with all required supporting documentation to RTD not less than 14 days in advance of the entry of the respective Licensee's Agent upon the Licensed Area.
- E. After construction has been completed, RTD may inspect and accept the installation of the Facilities and require Licensee to undertake corrective work at Licensee's expense if the work fails to conform to applicable RTD design criteria, RTD construction standards, federal, state or local laws, or applicable industry standards.
- F. Within 30 days of Licensee's completion of construction, Licensee shall provide RTD with one full-sized set of as-built drawings showing the exact location of the Facilities as constructed, including horizontal and vertical ties to referenced benchmarks. If any Facility location shown on the as-built drawings is reasonably determined by RTD to be materially different from the approximated location shown on **Exhibit B**, RTD may require Licensee to undertake corrective work at Licensee's expense. If RTD does not require corrective work, RTD shall

notify Licensee of such determination, and this Agreement shall be deemed amended, effective as of the date of RTD's notice to Licensee and without further action by the parties, to reflect the as-built location of the Facilities.

#### Article 5. Operations and Maintenance

Licensee shall ensure that the Facilities are operated and maintained, at Licensee's expense, in good repair and in full compliance with federal, state, and local laws and applicable industry and RTD standards until this Agreement is terminated.

#### Article 6. Access

- A. Licensee shall conduct any work under this Agreement in accordance with **Exhibit B**.
- B. During any work under this Agreement, Licensee agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Licensee shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Licensee does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Licensee's sole expense; Licensee shall reimburse RTD within 30 days of Licensee's receipt of a written invoice and supporting documentation. Licensee's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.
- C. Licensee shall obtain a Buildings and Grounds Access Permit ("**BGAP**") from RTD Facilities Maintenance by submitting the permit form, which can be found at <https://www.rtd-denver.com/doing-business-with-rtd/construction-engineering/row-agreements-permits/facility-tracks-access-policy>, to [bgapermits@rtd-denver.com](mailto:bgapermits@rtd-denver.com) whenever Licensee, Licensee's Agents, or their equipment will be present on the Licensed Area. Licensee must initiate its request for a BGAP five business days before the work is scheduled to begin. Any conditions set forth in a BGAP shall be deemed to be incorporated in this Agreement by this reference.
- D. Licensee shall notify RTD Construction Engineering of entry into the Licensed Area for purposes of maintenance or monitoring by calling 303.299.2299 or by sending electronic mail to [Engineering@RTD-Denver.com](mailto:Engineering@RTD-Denver.com). If prior to the termination of this Agreement RTD initiates the construction or operation of passenger rail service on the RTD Property, RTD reserves the right to modify this Article to require that Licensee obtain an approved right-of-way access permit from RTD Rail Operations at <https://www.rtd-denver.com/doing-business-with-rtd/construction-engineering/row-agreements-permits/light-rail-tracks-access-policy>.
- E. **In case of emergency** caused by failure of the Facilities within the Licensed Area Licensee shall immediately notify RTD of the emergency at 303.299.2911 or such other number provided by RTD and advise of Licensee's proposed actions to immediately address the emergency. Licensee shall be responsible for any costs incurred by RTD in connection with any failure of the Facilities or Licensee's actions in relation to such failure, in accordance with the process set forth in this Article 6.
- F. RTD reserves the right to have its personnel present during any work under this Agreement.
- G. Licensee shall be responsible for safety related to all aspects of its work under this Agreement. Licensee shall obtain all health, fire, and other relevant safety regulations, work practices,

and procedures prescribed by law and by RTD and shall ensure that Licensee's Agents are notified of, understand, and abide by them at all times. Licensee shall provide all required personal protective equipment and other equipment required for the safe performance of the work.

- H. Licensee shall promptly report all accidents, safety incidents, injuries, and environmental incidents concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.
- I. At any reasonable time, RTD may inspect a work site and appropriate records regarding Licensee's safety procedures and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Licensee of its responsibility for compliance with, and for monitoring compliance by Licensee and its subcontractors with, the safety requirements of this Agreement.
- J. Licensee shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the reasons for stopping the work and an estimate of when the work will resume. Licensee shall take all appropriate measures to abate the imminent hazard.
- K. Licensee shall ensure that Licensee's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them, others, property, or the environment. The work shall not resume until all appropriate measures to abate the hazards have been implemented.
- L. Notwithstanding any other provision of this Agreement, RTD has the right to immediately suspend the performance of the work under this Agreement if RTD, in its sole judgment, determines that any of Licensee's Agents is failing to comply with RTD safety requirements or applicable safety laws and regulations while performing the work, or if the safety of RTD employees or patrons is at risk or RTD operations are at risk. The suspension will continue until RTD notifies Licensee that the suspension is lifted. Licensee acknowledges that RTD has no obligation to lift the suspension until RTD is satisfied that Licensee will comply with applicable requirements. RTD shall not be liable for any delays in the completion of the work that result from an RTD suspension under this paragraph.

#### Article 7. Modification and Relocation

- A. Licensee shall modify, adjust, or relocate all or any portion of its Facilities within a timeframe that RTD designates whenever RTD finds such action necessary or desirable, but in no event will such timeframe be less than 180 days after prior written notice from RTD to Licensee, or Licensee may terminate this Agreement, remove its terminated Facilities, and restore the Licensed Area to the condition in which it existed as of the Effective Date. If Licensee fails to remove the Facilities and restore the Licensed Area within 90 days after termination, RTD may remove the Facilities and/or restore the Licensed Area at Licensee's cost; reimbursement to RTD shall be due and payable 30 days after Licensee's receipt of a written invoice and supporting documentation.
- B. Should Licensee elect to make the modification, adjustment, or relocation identified by RTD, Licensee shall bear the entire cost and expense incurred in connection with any such modification, adjustment, or relocation of the Facilities, including any and all expenses RTD



With a copy to:                      Town of Erie  
Attn: Jonathan Williams, Civil Engineer  
645 Holbrook St.  
Erie, Colorado 80516  
303.926.2798  
[jwilliams@eerieco.gov](mailto:jwilliams@eerieco.gov)

Any such notice shall be deemed to have been provided three days after such notice or communication is mailed. Each party will provide notice of any changes to its address, email address, or contact person.

#### Article 10. Liability

- A. Licensee shall be responsible for any damage, including but not limited to Environmental Damages (defined below), to any property, including the Licensed Area, the RTD Property or other RTD property, Licensee's property, adjacent property, utilities, adjacent structures, and other third party real and personal property on or under the RTD Property that is caused by Licensee or Licensee's Agents. Licensee shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD. RTD and Licensee shall notify one another of any such damage and any potential claims arising out of such damage.
- B. Licensee shall require Licensee's Agents to indemnify, defend and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the Licensed Area and RTD Property under this Agreement, including but not limited to Environmental Damages (defined below). In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Licensee's obligations under this Agreement.
- C. Nothing in this Agreement shall be deemed to waive any of Licensee's or RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

#### Article 11. No Warranty

- A. RTD does not grant nor purport to grant any right not specifically set forth in this Agreement. Permission for Licensee or Licensee's Agents to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Licensee, as is the procurement of any applicable regulatory permission or consent.
- B. The right to use the Licensed Area and RTD Property is granted subject to their "AS IS" physical condition without any warranty, express or implied.
- C. Licensee specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Licensee or Licensee's Agents store on the Licensed Area or the RTD Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft, or vandalism.

## Article 12. Insurance

- A. Licensee is a governmental entity that agrees to maintain the coverages set forth below. In addition, Licensee shall require that Licensee's Agents, with the exception of individual Licensee employees, procure and maintain the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD as an additional insured, with the exception of Workers' Compensation and Employers' Liability Insurance. Furthermore, Licensee is not required to maintain Railroad Protective Liability or Contractors' Pollution Liability Insurance if Licensee's Agent provides those policies.
1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose. This will be reflected on a Certificate of Insurance.
  2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.
  3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.
  4. Workers' Compensation and Employers' Liability Insurance covering all employees of Licensee, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Licensee as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of Licensee. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000. This insurance, when procured by Licensee's Agents, shall also cover Licensee's Agents' employees.
  5. Railroad Protective Liability Insurance. If prior to the termination of this Agreement RTD initiates the construction or operation of passenger rail service on the RTD Property, RTD reserves the right to require Railroad Protective Liability Insurance whenever the Licensee or Licensee's Agents are performing work on the Licensed Area or RTD Property.
  6. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate. Licensee will ensure that this coverage is provided by a Licensee's Agent and shall not be the responsibility of Licensee to provide.
- B. Prior to entry upon, above, or adjacent to the RTD Property and the Licensed Area, Licensee agrees to furnish RTD with a certificate of the required insurance for each of Licensee's and Licensee's Agents' policy(ies). Licensee shall provide notice of cancellation of such policy(ies)



by registered or certified mail. Certificates of insurance shall be provided to the RTD Senior Manager of Real Property as provided in this Agreement.

- C. Each insurance certificate required above shall have the following:
1. Naming RTD as an additional insured, except on Workers' Compensation and Employers' Liability Insurance. License shall require that Licensee's Agents include an endorsement naming RTD as an additional insured;
  2. Evidence of coverage for a liability assumed under an insured contract for liability assumed by Licensee and Licensee's Agents. License shall require that Licensee's Agents include an endorsement evidencing same;
  3. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion,";
  4. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
  5. Waiver of subrogation in favor of and acceptable to RTD.
- D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Licensee and Licensee's Agents have left the RTD Property.
- E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- F. Liability of Licensee under this Agreement shall not be limited to coverage provided under the required insurance policies.
- G. Only those Licensee's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.

### Article 13. Environmental Obligations

A. Definitions.

1. **Activities:** Any action or omission of Licensee and/or Licensee's Agents.
2. **Environmental Damages:** All claims, judgments, damages, losses, penalties, fines, liabilities (including but not limited to strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment related to Activities, of whatever

kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:

- a) damages for personal injury or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including without limitation lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, and interest and penalties including but not limited to claims brought by or on behalf of employees of Licensee;
  - b) fees incurred for the services of attorneys, consultants, contractors, experts, and laboratories and all other costs incurred in connection with the investigation or remediation of Hazardous Materials or violation of Environmental Requirements, including but not limited to the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the RTD Property or any other property otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs, and expenses incurred in enforcing this Agreement or collecting any sums due under this Agreement; and
  - c) liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subsection 2(b) above.
3. **Environmental Requirements:** All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:
- a) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and
  - b) all requirements pertaining to the protection of the health and safety of employees or the public.
4. **Hazardous Material(s):** Any and all substances, chemicals, wastes, or other materials now or from time to time:

- a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*) ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) ("**RCRA**"), and/or the Colorado Hazardous Waste Act, C.R.S. § 25-15-101 *et seq.*, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;
  - b) characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants, or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation, or disposal is required or regulated, under any and all laws for the protection of the environment, human health, and safety, including without limitation CERCLA; RCRA; the Transportation of Hazardous Materials (49 U.S.C. § 5101, *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the Clean Air Act (42 U.S.C. § 7401, *et seq.*); the Colorado Hazardous Waste Act (C.R.S. § 25-15-311, *et seq.*); the Colorado Solid Waste Act (C.R.S. § 30-20-100.5, *et seq.*); the Colorado Water Quality Control Act (C.R.S. § 25-8-101, *et seq.*); the Colorado Air Pollution Prevention and Control Act (C.R.S. § 25-7-101, *et seq.*); Title 8, Article 20.5, C.R.S.; and/or any federal, state, or local regulations and associated guidance promulgated thereunder; or
  - c) otherwise posing a present or potential risk to human health, welfare, or the environment, including without limitation asbestos; flammable, explosive, corrosive, or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation crude oil or any component); petroleum-based products, paints, and solvents; lead; cyanide; DDT and other pesticides; and polychlorinated biphenyls.
- B. No Hazardous Material on Property. Except in strict compliance with all Environmental Requirements, Licensee and Licensee's Agents shall not cause, permit, or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the RTD Property or the Licensed Area.
- C. No Violations of Environmental Requirements. In performing the Activities, Licensee shall not cause, permit, or suffer the existence or the commission of a material violation of any Environmental Requirements upon, about, or beneath the RTD Property or the Licensed Area.
- D. No Environmental or Other Liens. In performing the Activities, Licensee shall not create or suffer to exist with respect to the RTD Property any lien, security interest, or other charge or encumbrance of any kind, including without limitation any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9607(1)) or any similar state statute.

#### Article 14. Samples and Removal

As between Licensee and RTD, Licensee shall be solely responsible for the lawful removal, manifesting, transport, testing, and disposal of any samples or other materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area or generated as a result of work performed pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such work that it undertakes or is required to undertake pursuant to federal, state, and local laws and applicable industry standards.

## Article 15. General

- A. Assignment. Licensee may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Licensee from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.
- B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.
- D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in Weld County, Colorado, and Licensee expressly submits itself to such jurisdiction.
- E. No Recordation. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other party.
- F. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- G. No Agency. It is expressly understood and agreed that RTD and Licensee do not intend to be and shall not in any respect be deemed agents of each other.
- H. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.
- I. Liens. Licensee shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Licensee shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, Licensee shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.
- J. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- K. Legal Authority. Licensee warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or

applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Licensee to its terms. The person(s) executing this Agreement on behalf of Licensee warrant(s) that such person(s) have full authorization to execute this Agreement.

- L. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- M. Breach. Any failure of Licensee to fulfill any of Licensee's obligations under this Agreement shall constitute a breach of this Agreement and subject Licensee to immediate termination of the Agreement and any other remedies available under this Agreement or law.
- N. Applicable Laws; Violation. Licensee shall use the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the Licensed Area is located; federal, state, and local laws; and all other rules of governmental authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Licensed Area by Licensee violates applicable ordinances or laws, Licensee shall cease and desist from continuing such use upon demand by RTD.
- O. Additional Uses. Licensee understands and agrees that the RTD Property may be used by the public or otherwise, and Licensee shall conduct its work so as not to unreasonably interfere with such other uses.
- P. RTD Equipment. Licensee shall not use RTD equipment, tools, or furnishings located in or about the Licensed Area or RTD Property without prior written approval by RTD.
- Q. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.
- R. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.
- S. Subject to Annual Appropriation and Budgeting. Consistent with Article X, § 20 of the Colorado Constitution and the Local Government Budget Law, C.R.S. § 29-1-101, *et seq.*, any financial obligation of Licensee not performed during the current fiscal year is subject to annual appropriation and budgeting, shall extend only to monies currently appropriated and budgeted, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year. RTD expressly acknowledges that any financial obligations of Licensee under this Agreement must be validly budgeted and appropriated, and any amounts that are not validly budgeted and appropriated may not lawfully be paid.

*Signature Page to Follow*

**In Witness Whereof**, the parties have duly executed this Agreement as of the Effective Date.

**Regional Transportation District**

By: \_\_\_\_\_  
Jyotsna Vishwakarma  
Acting AGM, Capital Programs

Approved as to Legal Form for the  
Regional Transportation District

By: **Ilyse Niland** Digitally signed by Ilyse Niland  
Date: 2025.01.17 15:08:50 -07'00'  
\_\_\_\_\_  
Ilyse Niland  
Associate General Counsel

**Licensee**  
Town of Erie


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Memorandum

---



**TO:** Susan Altes, Senior Manager, Real Property

**FROM:** Jyotsna Vishwakarma, Acting AGM, Capital Programs 

**DATE:** 28 July 2023

**SUBJECT:** Delegation of Authority

This is to confirm that during the period starting Monday, 31 July 2023, until revoked, you will assume the additional duties of Acting Assistant General Manager, Capital Programs in regard to documents that require my signature on Real Property documents.

Your authority shall extend only to those Real Property documents. This authority shall not be further delegated by you.

cc: Senior Leadership Team  
Debra A. Johnson, General Manager and CEO  
Brian Welch, Acting Assistant General Manager, Planning  
Kathy Rinkel, Budget Analyst IV  
Ashland Vaughn, Sr. Manager Construction  
Susan Altes, Senior Manager, Real Property  
Kim Tostenson, Supervisor, Facilities Maintenance  
Aprajit Desai, Manager, Engineering Construction  
Luke Johnson, Manager, Mapping and Engineering Data  
Patrick Stanley, Manager, Engineering Programs  
Kevin Diviness, Director Quality Assurance  
Ron Posey, Manager, Facilities Maintenance Operating Facilities

**Exhibit A**  
**Licensed Area**



**EXHIBIT A**



PARKLAND ESTATES

RTD BIL TRACKS

NEW ENCASED 18" STORM DRAIN ALONG WCR 5

LICENSED AREA

COLLIERS HILL FILING 6

WCR 5

WCR 10

**Exhibit B  
Plans**



# COLLIERS HILL FILING NO. 6

## TOWN OF ERIE CONSTRUCTION PLANS FOR

### NEW 18" STORM DRAIN ALONG WCR5, ENCASED ACROSS RTD BIL RR ROW (RTD UAR # BIL-104-NewBP11-SD)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8  
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.  
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

**APPLICANT/DEVELOPER:**

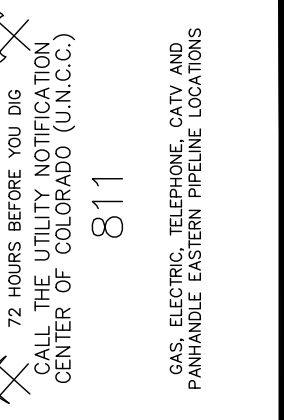
DAYBREAK RECOVERY ACQUISITION  
C/O RAIN TREE INVESTMENT COMPANY  
7200 S. ALTON WAY, SUITE C-400  
CENTENNIAL, CO 80112

**ENGINEER/SURVEYOR:**

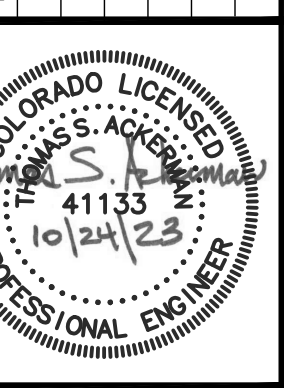
HURST & ASSOCIATES, INC.  
1265 S. PUBLIC ROAD, SUITE B  
LAFAYETTE, CO 80026

**RTD RAILROAD:**

UTILITY DESIGN REVIEW, CONSTRUCTION,  
PERMITS, LOCATES, & PRECON MEETING:  
PHONE: 303.299.2811  
EMAIL: UtilityDesignConstruction@rtd-denver.com



NO.	DESCRIPTION	DATE	BY
1			



HURST & ASSOCIATES, INC.  
1265 S. Public Road, Suite B  
Lafayette, CO 80026  
303.449.9105

**HURST**  
CIVIL ENGINEERING  
PLANNING  
SURVEYING

COLLIERS HILL FILING 6  
TOWN OF ERIE 18" SD CONSTRUCTION PLANS (WCR5)  
RTD BIL RR CROSSING  
COVER SHEET  
Prepared by:  
DAYBREAK RECOVERY ACQUISITION LLC

DRAWN BY:	JR
DESIGNED BY:	TA
DRAWING NAME:	CH-FE-RTD-CV
APPROVED BY:	TA
JOB NUMBER:	2527-2
DATE:	05/04/2023
SCALE:	N/A
SHEET NO.:	1 OF 3

**RTD NOTES AND REQUIREMENTS**

- 1) CONTRACTOR SHALL NOTIFY RTD'S UTILITY ENGINEERING/CONSTRUCTION TEAM (303-299-2811) A FULL TWO (2) WEEKS PRIOR TO CONSTRUCTION AND SHALL COORDINATE A UTILITY PRE-CONSTRUCTION MEETING WITH RTD. CONTRACTOR AND SUB-CONTRACTORS WORKING ON OR ACROSS RTD ROW/TRACKS MUST ATTEND THE UTILITY PRE-CONSTRUCTION MEETING. AN RTD REPRESENTATIVE MUST BE ON-SITE DURING CONSTRUCTION. THE UTILITY PRE-CONSTRUCTION MEETING SHALL OCCUR WITHIN A WEEK OF THE START OF CONSTRUCTION.
- 2) CONTRACTOR SHALL NOT BEGIN ANY WORK ON OR ACROSS RTD ROW/TRACKS UNTIL RTD HAS ISSUED AN EXECUTED UTILITY AGREEMENT.
- 3) CONTRACTOR MAY NOT BEGIN WORK UNTIL RTD HAS ISSUED A PRE-CONSTRUCTION RESOLUTION RECORD (PCRR). A PCRR WILL BE COMPLETED, SIGNED, AND ISSUED BY RTD'S UTILITY ENGINEERING/CONSTRUCTION TEAM DURING THE UTILITY PRE-CONSTRUCTION MEETING AND MUST BE KEPT ON-SITE AT ALL TIMES DURING CONSTRUCTION.
- 4) RTD ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS SHOWN ON THESE CONSTRUCTION DRAWINGS. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
- 5) CONTRACTOR SHALL SURVEY AND SUBMIT THE COMPLETED HORIZONTAL PLAN AND VERTICAL PROFILE TO RTD WITHIN 30 CALENDAR DAYS OF THE COMPLETION OF CONSTRUCTION. THE PLAN AND PROFILE AS-BUILTS MUST CONTAIN THE FOLLOWING INFORMATION:
  - a) BEFORE AND AFTER SURVEYS OF TOP OF RTD TRACKS - CONTRACTOR SHALL SURVEY TOP OF TRACKS TO SHOW NO MOVEMENT OF TRACKS DUE TO CONSTRUCTION: AT A MINIMUM, THE CONTRACTOR SHALL SURVEY A TOTAL OF 5 SURVEY POINTS PER RAIL (WITH 10 FOOT SEPARATION BETWEEN POINTS), WITH THE CENTER POINT ON EACH RAIL LOCATED AS CLOSE AS POSSIBLE OVER THE CENTERLINE OF THE NEW UTILITY SO THAT THE 5 SHOTS STRADDLE THE NEW CROSSING LOCATION. THE BEFORE (PRE-CONSTRUCTION) SURVEY MUST BE DONE NO MORE THAN 30 DAYS PRIOR TO CONSTRUCTION AND THE AFTER (POST-CONSTRUCTION) SURVEY MUST BE DONE NO MORE THAN 30 DAYS AFTER CONSTRUCTION IS COMPLETED. IF CONSTRUCTION DURATION EXTENDS BEYOND 2 MONTHS A TOP OF RAIL STATUS SURVEY MUST BE DONE AND SUBMITTED EVERY 30 DAYS DURING CONSTRUCTION ACROSS THE TRACKS. THE UTILITY AGREEMENT NUMBER AND SURVEY DATE MUST APPEAR ON ALL TOP OF RAIL SURVEY SUBMITTALS.
  - b) AS-BUILT SURVEY OF INSTALLED UTILITY - CONTRACTOR SHALL SURVEY A MINIMUM OF FIVE (5) LOCATIONS EQUALLY SPACED ALONG THE INSTALLED PIPELINE ACROSS THE RTD ROW AND TRACKS TO SHOW THE EXACT INSTALLED HORIZONTAL LOCATION AND VERTICAL DEPTH OF THE NEW PIPELINE WHERE IT 1) ENTERS THE RTD ROW, 2) EXITS THE RTD ROW, 3) CROSSES THE CENTERLINE OF THE RTD TRACKS, 4) LOCATION HALF WAY BETWEEN ENTERING ROW & TRACK CENTERLINE ON EITHER SIDE OF THE TRACKS, 5) LOCATION HALF WAY BETWEEN EXITING ROW & TRACK CENTERLINE ON EITHER SIDE OF THE TRACKS. AS-BUILT SUBMITTAL SHALL INCLUDE THE FOLLOWING:
    - RTD UTILITY AGREEMENT NUMBER,
    - DATE UTILITY WAS INSTALLED,
    - SIZE OF PIPE AND SIZE OF CASING,
    - THICKNESS OF PIPE AND THICKNESS OF CASING,
    - MATERIAL OF PIPE AND MATERIAL OF CASING.
  - c) SURVEYOR FIELD NOTES - CONTRACTOR SHALL SUPPLY RTD WITH A COPY OF THE SURVEYOR'S FIELD NOTES TO SUPPORT THE BEFORE AND AFTER SURVEY DATA AND FINAL UTILITY INSTALLATION DATA.
- 6) CONTRACTOR SHALL CLEARLY MARK UTILITY CROSSING USING A METHOD AGREED UPON BY CONTRACTOR AND RTD AT PRE-CONSTRUCTION MEETING. MARKERS MAY INCLUDE 4 FOOT UTILITY POSTS OVER UTILITY OR VISIBLE MANHOLES ON BOTH SIDES OF RTD ROW/TRACKS. THE CONTRACTOR SHALL INSTALL TRACER WIRE IN ALL NON-METALLIC PIPES. ALL UTILITIES INSTALLED WITHIN RTD ROW OR CROSSING RTD TRACKS MUST BE LOCATABLE WITH STANDARD LOCATING EQUIPMENT.
- 7) CATHODIC PROTECTION MUST BE INCLUDED FOR ALL NEW, BURIED, METALLIC, PRESSURIZED, PIPING CROSSING RTD TRACKS. DESIGN MUST MEET RTD'S DESIGN CRITERIA FOR CATHODIC PROTECTION.
- 8) CONTRACTOR MUST HAVE THE FOLLOWING DOCUMENTS ON-SITE DURING CONSTRUCTION AT ALL TIMES:
  - RTD'S EXECUTED UTILITY AGREEMENT,
  - PE STAMPED/SIGNED FOR CONSTRUCTION PLANS/PROFILES APPROVED BY RTD,
  - RTD RR CROSSING APPLICATION DATA SHEET,
  - RTD'S SIGNED PRE-CONSTRUCTION RESOLUTION RECORD.
- 9) CONTRACTOR SHALL NOT STAGE/STORE ANY MATERIALS, EQUIPMENT, OR VEHICLES ON RTD ROW UNLESS IN AREAS SPECIFICALLY INDICATED ON THESE PLANS AS STAGING AREAS OR UNLESS REQUESTED IN WRITING BY THE CONTRACTOR AND APPROVED THROUGH RTD REAL PROPERTY.
- 10) NO IN-FIELD CHANGES ARE ALLOWED TO ANY PART OF THIS DESIGN WHERE THE UTILITY CROSSES RTD ROW/TRACKS WITHOUT WRITTEN APPROVAL FROM RTD PRIOR TO CONSTRUCTION OF THE CHANGE.



### Sheet Index

1. Cover Sheet
2. Pond 2 Outfall Plan & Profile
3. Construction Details

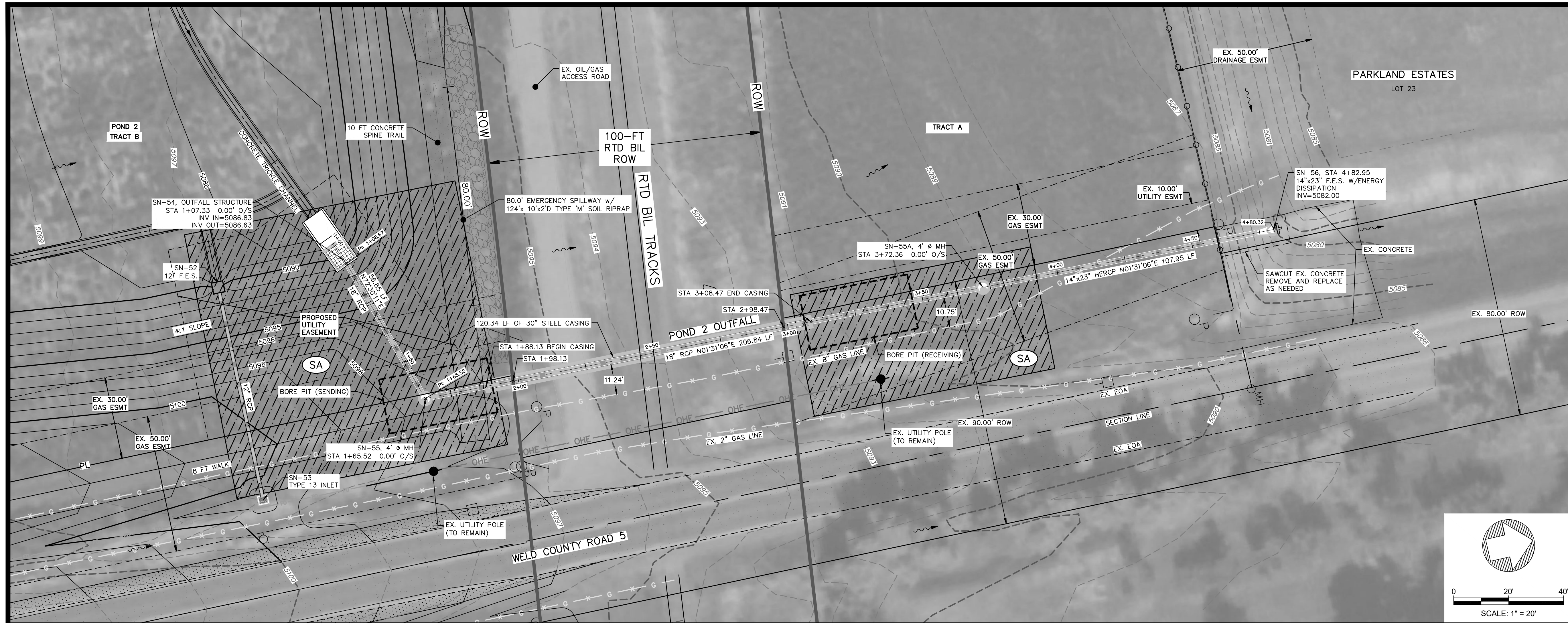
**BENCHMARK:**

NGS STATION 'JR 53' : USGS 3.5" BRASS CAP SET IN CONCRETE MONUMENT LOCATED AT NORTHEAST CORNER OF WCR 8 & UPRR TRACKS. ELEV: 5028.66 (NAVD 88 DATUM)



LAST SAVED: 3/12/2024 7:57 AM

G:\25272\CONST-F6-RTD-CONSTR-CH-F6-RTD-POND 2 OUTFALL.dwg



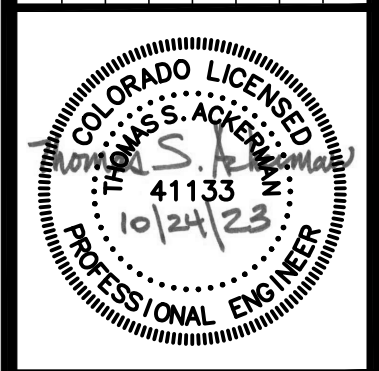
**LEGEND**

- Proposed Waterline
- Existing Waterline
- Proposed Sewerline
- Existing Sewerline
- Stormline
- Existing Gas Line
- Ex. Underground Electric
- Ex. Overhead Electric
- Existing Fiber Optic
- Existing Telephone Line
- Existing Cable TV Line
- Manhole
- Type 'R' Inlet
- Existing Contours
- Proposed Contours
- Staging Area (SA)

**GENERAL NOTES:**  
 1) CONTRACTOR MUST FOLLOW ALL RTD NOTES & REQUIREMENTS FOUND ON SHEET 1 OF 3

72 HOURS BEFORE YOU DIG CALL THE UTILITY NOTIFICATION CENTER OF COLORADO (800.662.811)

NO.	DESCRIPTION	DATE	BY
1			



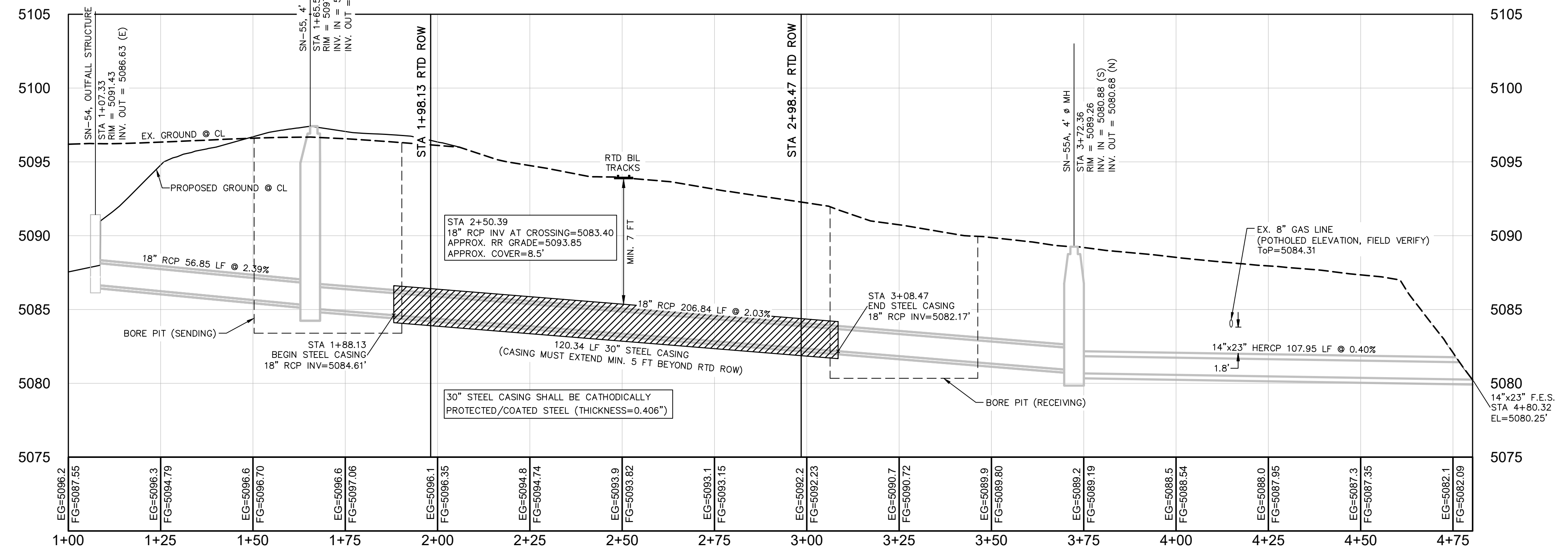
HURST & ASSOCIATES, INC.  
 1265 S. Public Road, Suite 8  
 Lafayette, CO 80036  
 303.449.9105



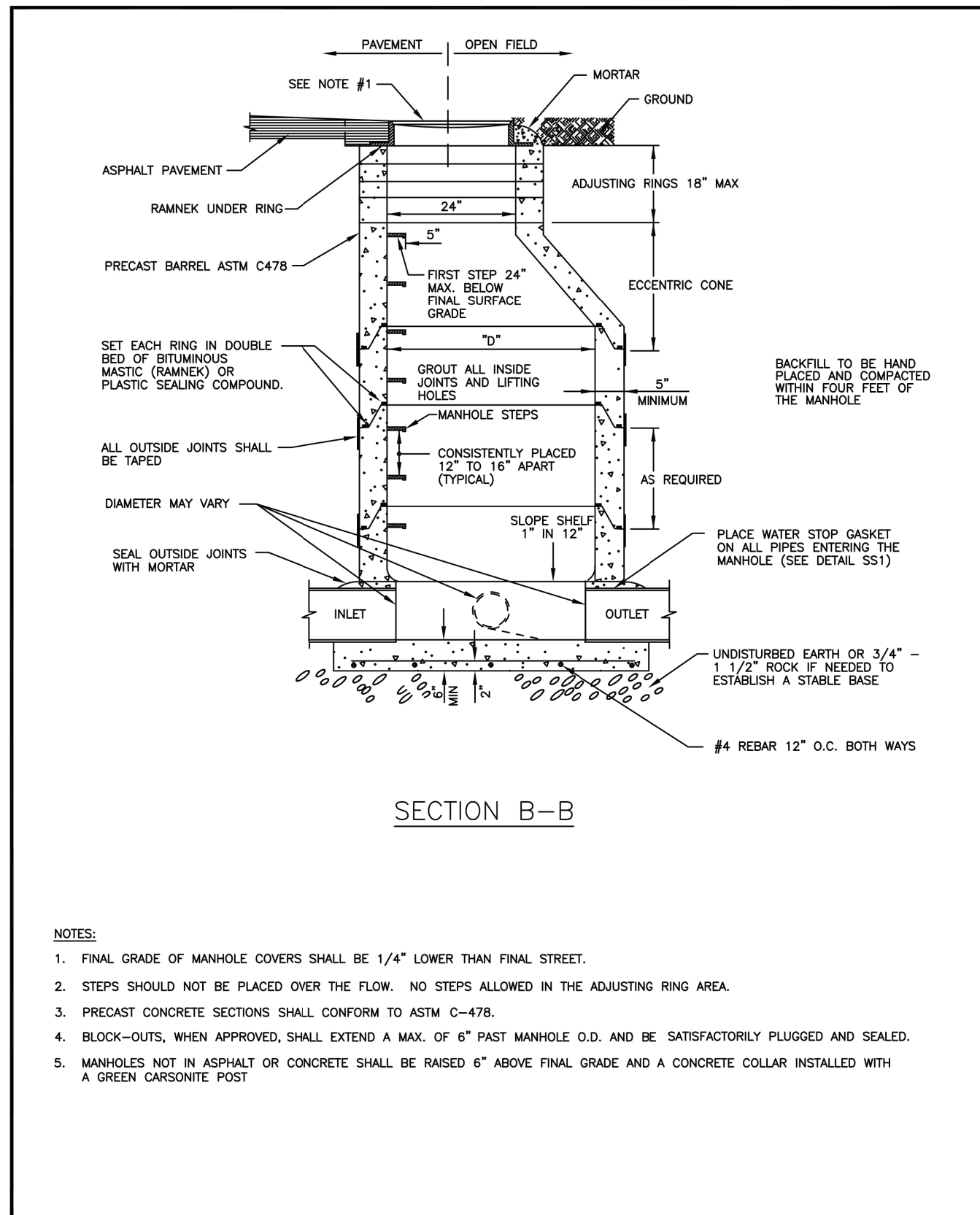
COLLIERS HILL FILING 6  
 TOWN OF ERIE 18" SD CONSTRUCTION PLANS (WCRS)  
 RTD BIL RR CROSSING  
 POND 2 OUTFALL/ PLAN & PROFILE  
 Prepared by: DAYBREAK RECOVERY ACQUISITION LLC

DRAWN BY: JUR	DESIGNED BY: TA	DRAWING NAME: CH-F6-RTD-POND 2 OUTFALL	APPROVED BY: TA
JOB NUMBER: 2527-2			
DATE: 05/04/2023			
SCALE: 1" = 20'			
SHEET NO: 2 OF 3			

**POND 2 OUTFALL - F6 PROFILE**  
 SCALE: (H) 1" = 20' (V) 1" = 5'  
 START STA: 1+00.00, END STA: 4+80.32

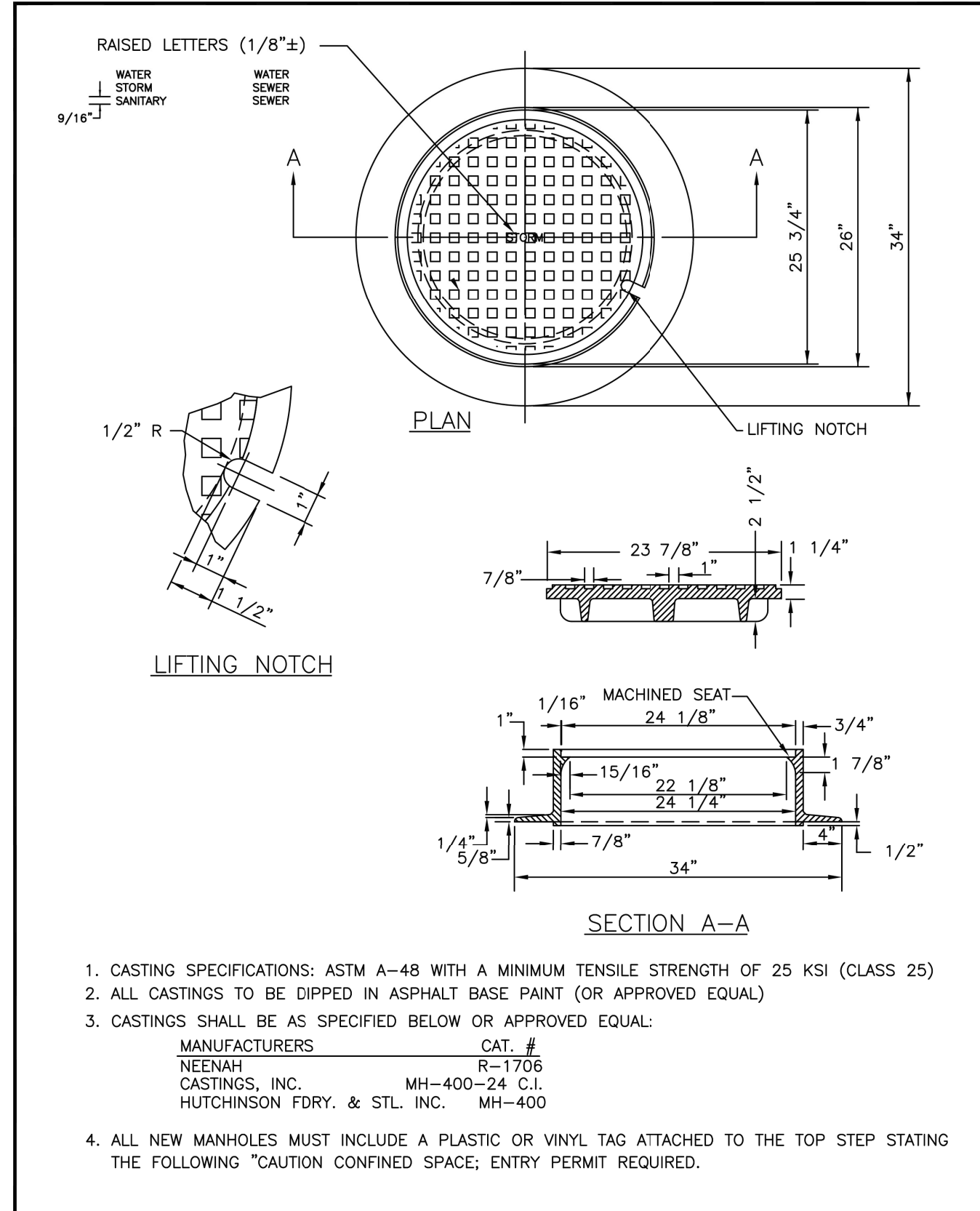






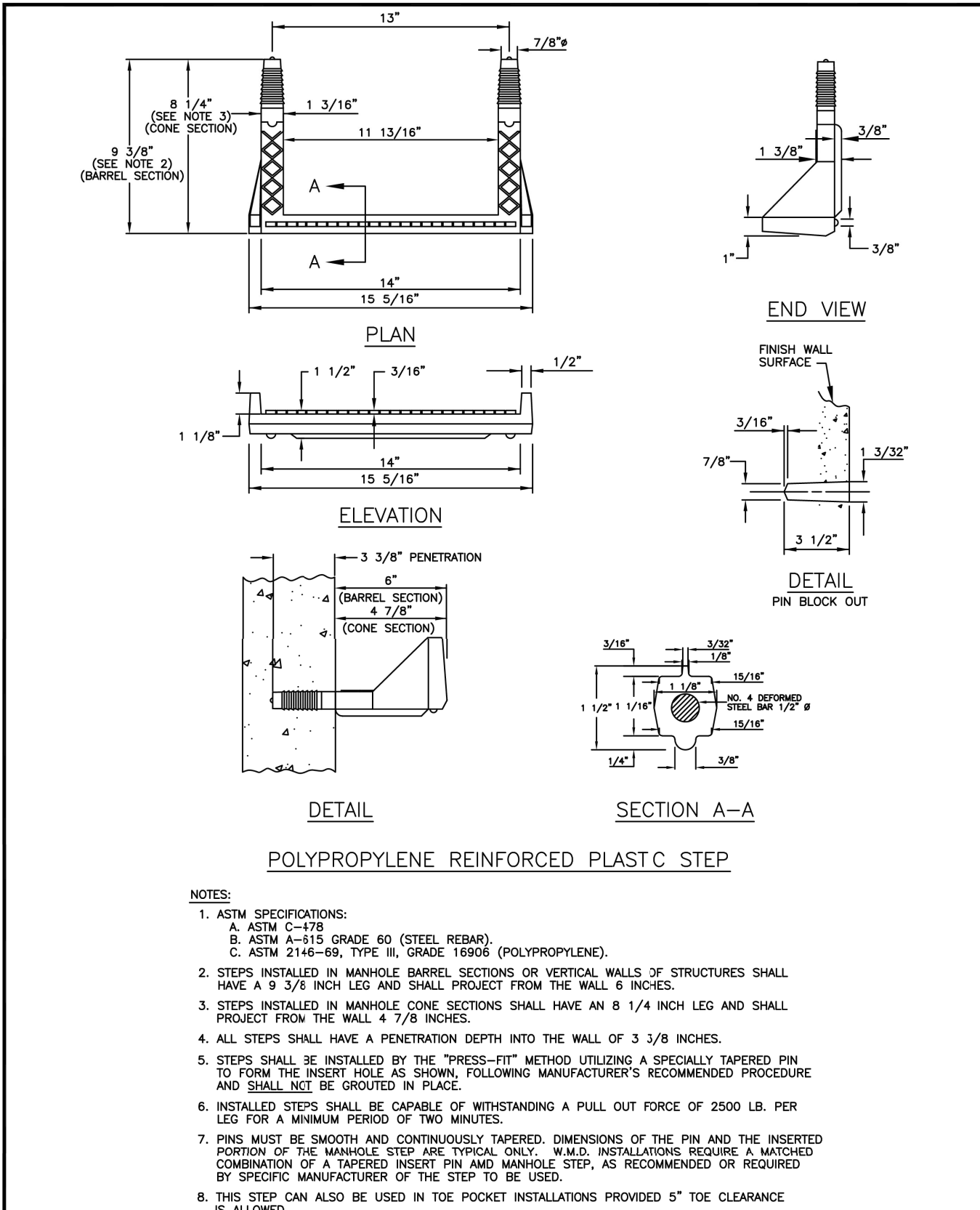
**The Town of ERIE COLORADO**

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 DRAWING NUMBER: STM1A  
 DRAWN BY: D. JENKINS APPROVED BY: G. BEHLEN DATE: 01/2012



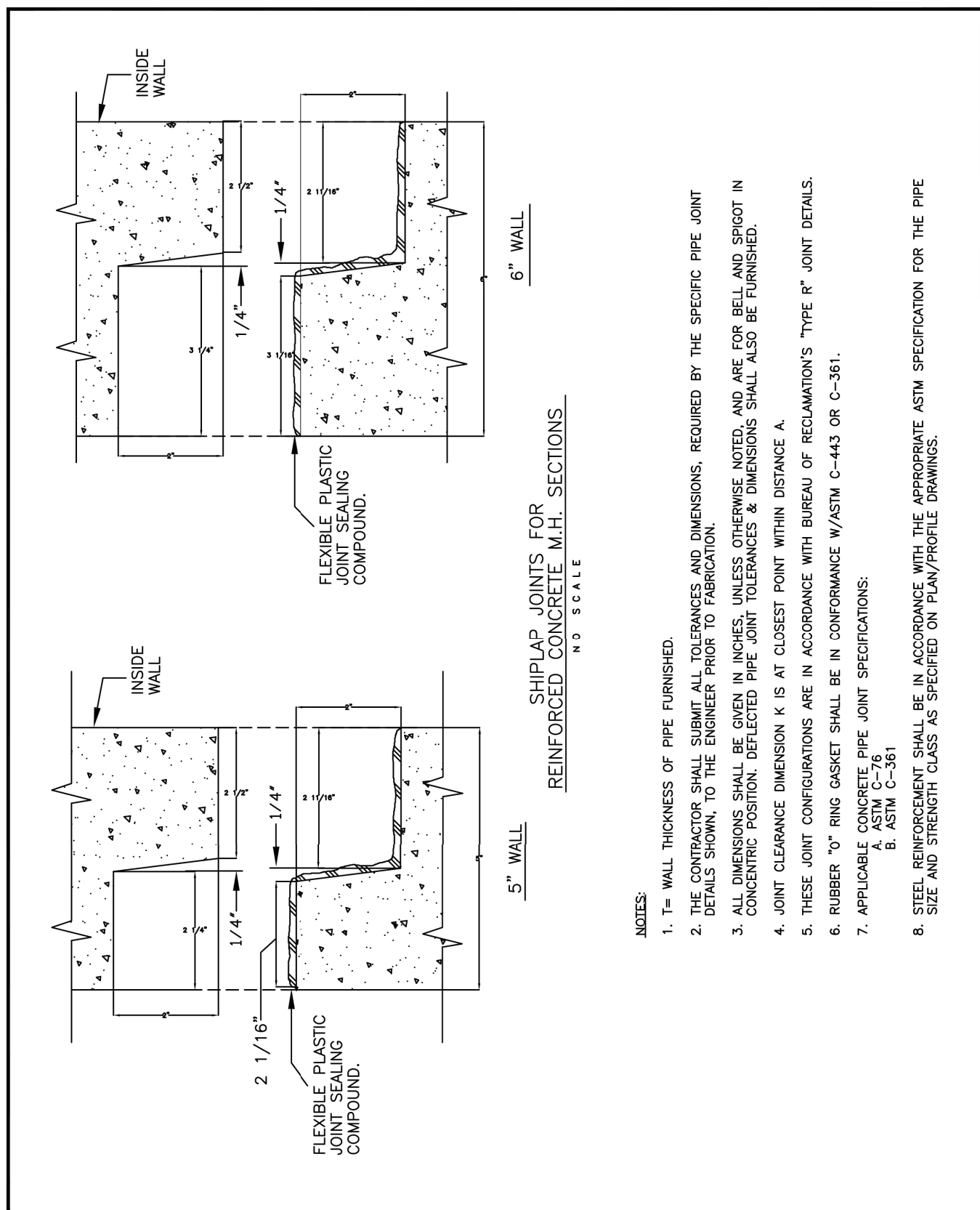
**The Town of ERIE COLORADO**

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 DRAWING NUMBER: STM1B  
 DRAWN BY: D. JENKINS APPROVED BY: G. BEHLEN DATE: 1/2015



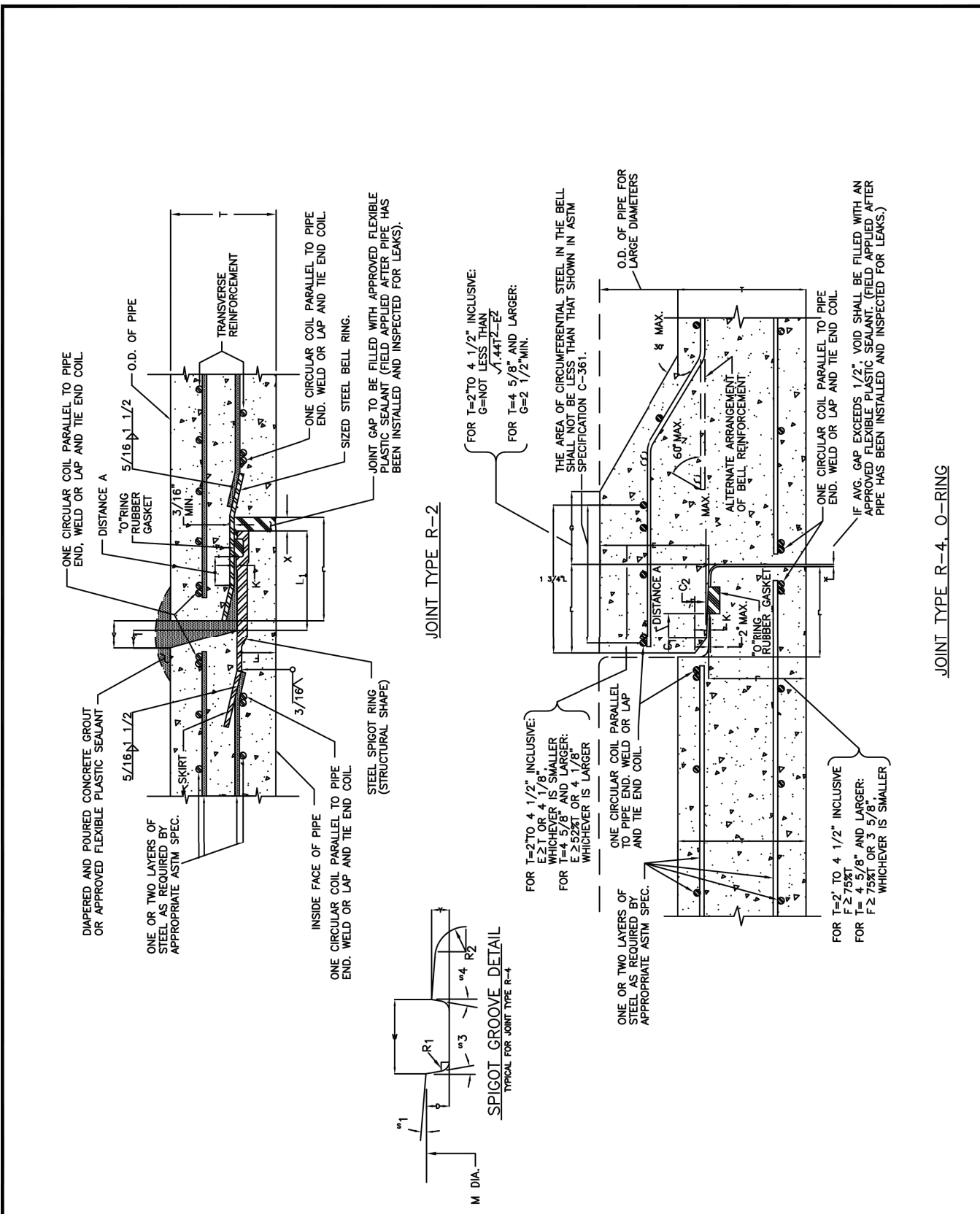
**The Town of ERIE COLORADO**

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 DRAWN BY: D. JENKINS APPROVED BY: G. BEHLEN DATE: 06/2004



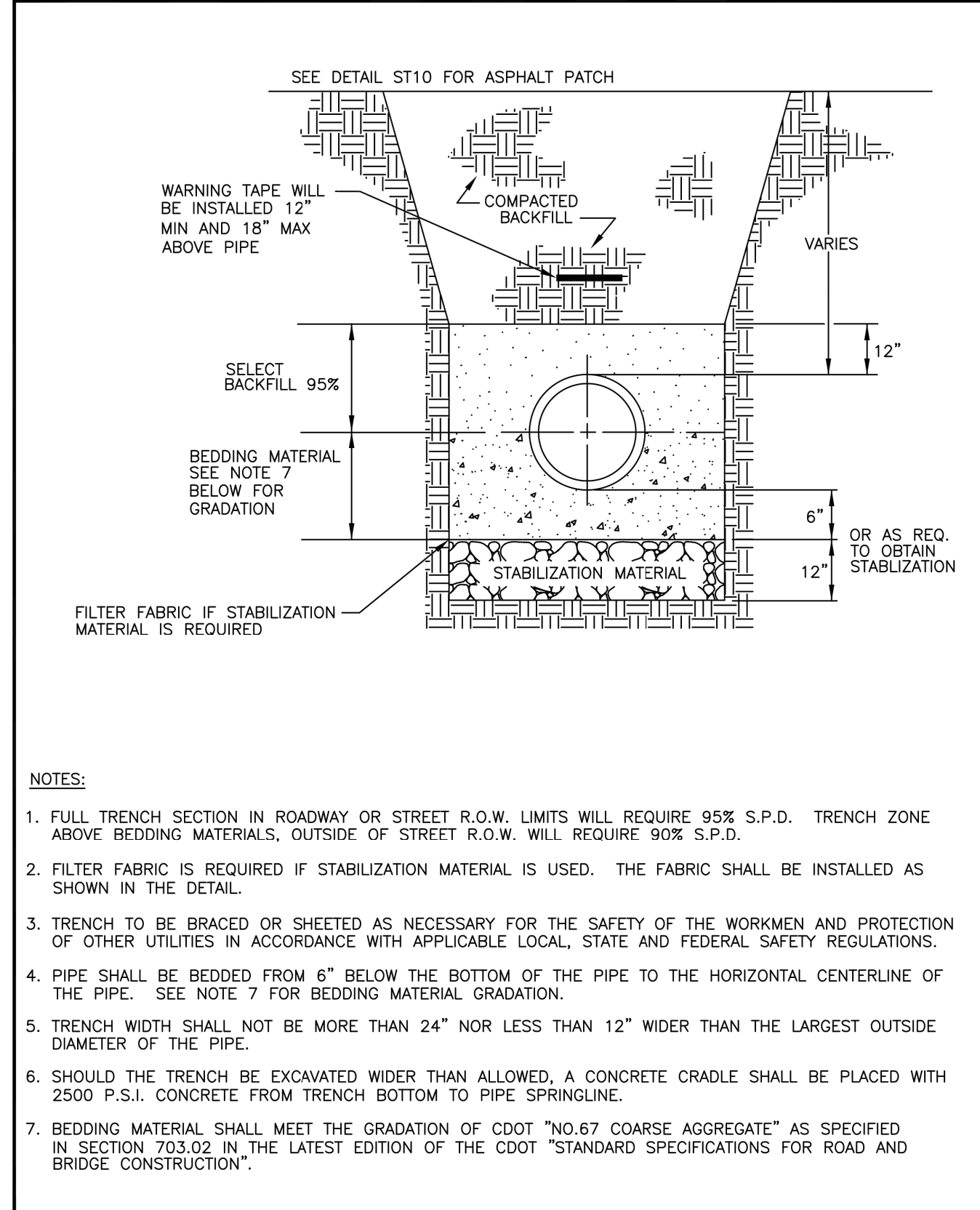
**The Town of ERIE COLORADO**

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 DRAWN BY: D. JENKINS APPROVED BY: G. BEHLEN DATE: 01/2012



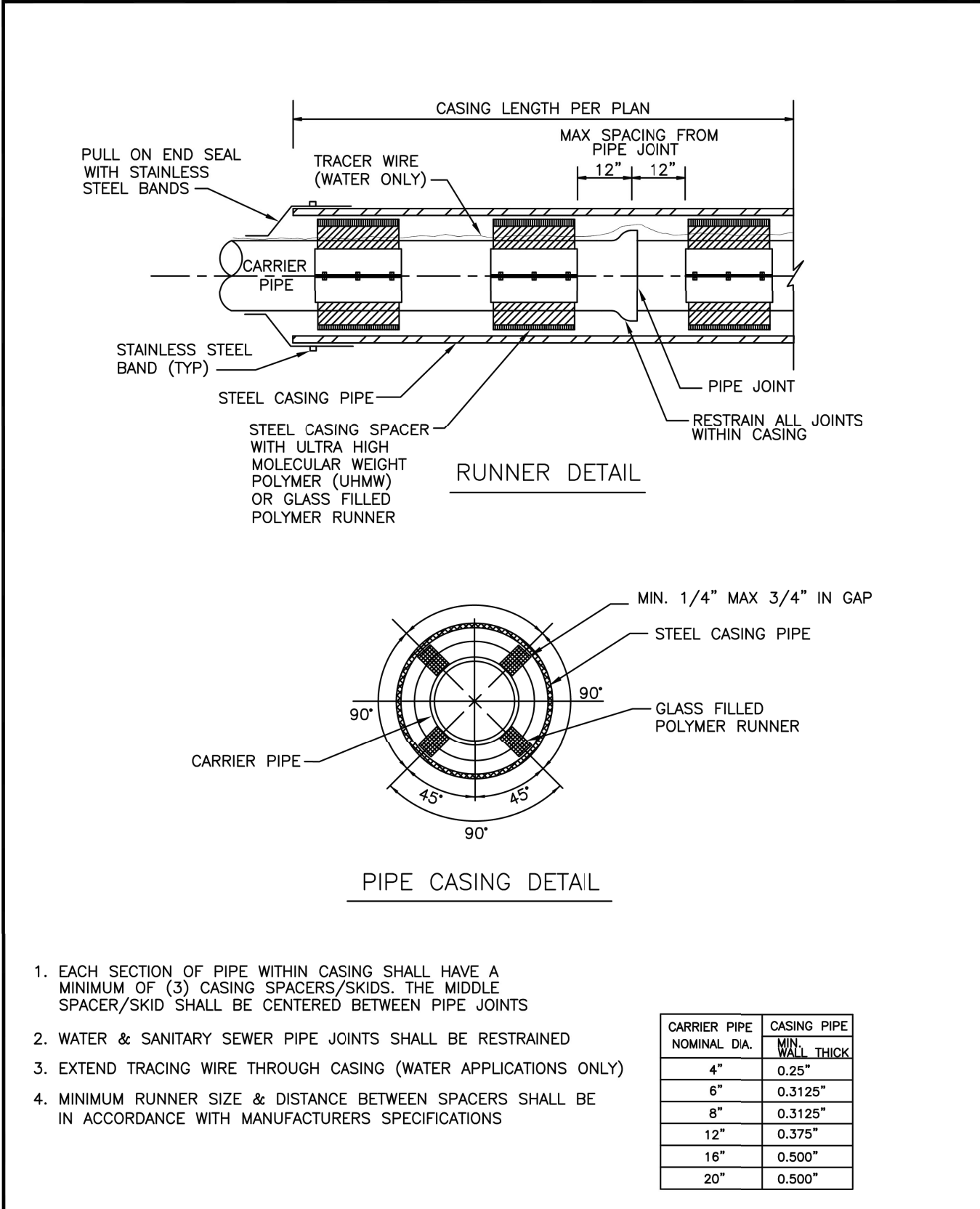
**The Town of ERIE COLORADO**

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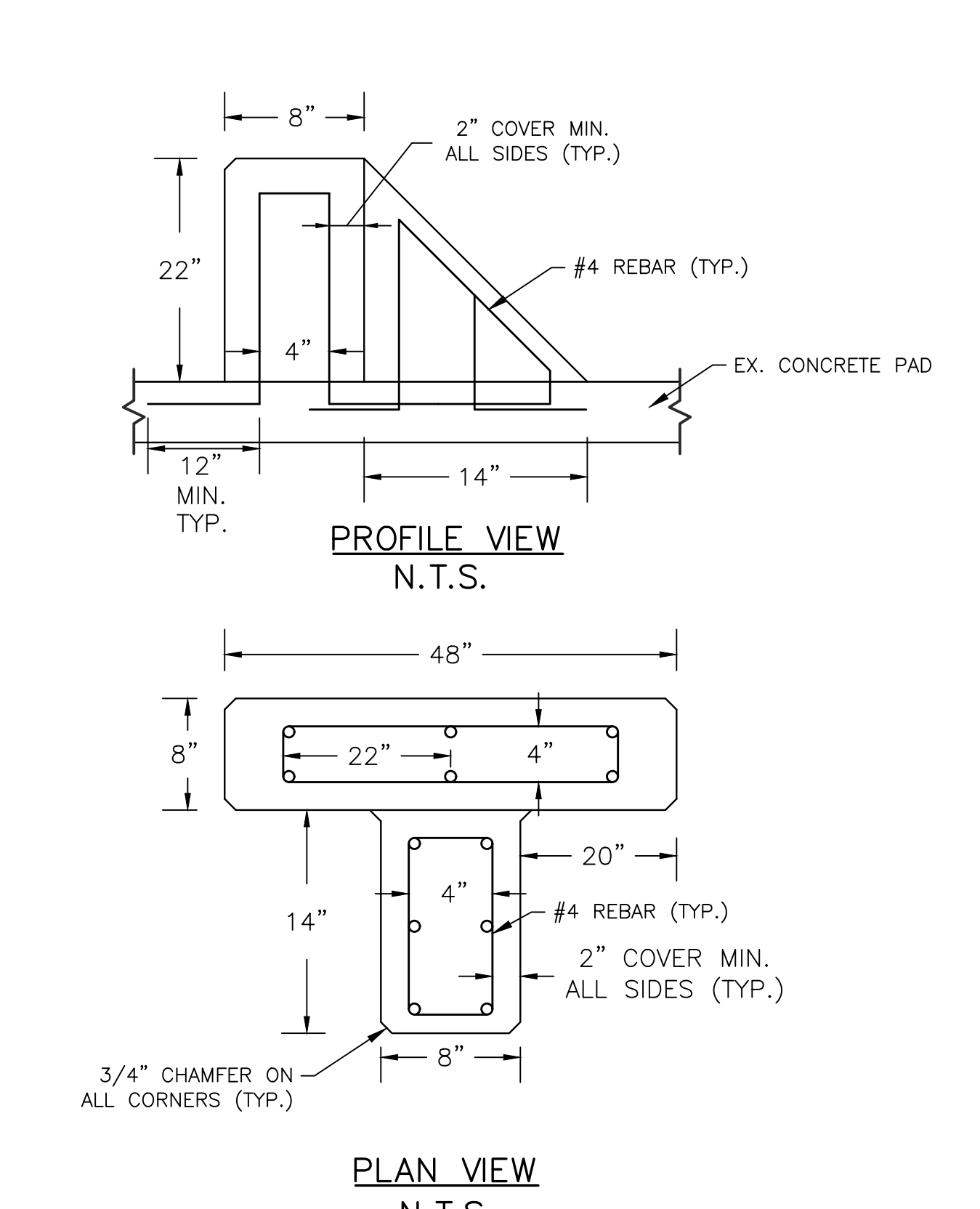
**The Town of ERIE COLORADO**

DRAWING TITLE: STORM SEWER TRENCH DETAIL (RCP)  
 DRAWING NUMBER: STM5  
 DRAWN BY: J. ASCUNCE APPROVED BY: R. PENNINGTON DATE: 10/2018



**The Town of ERIE COLORADO**

DRAWING TITLE: CASING PIPE DETAIL  
 DRAWING NUMBER: W24  
 DRAWN BY: D. JENKINS APPROVED BY: G. BEHLEN DATE: 01/2016



**The Town of ERIE COLORADO**

DRAWING TITLE: SN-56 ENERGY DISSIPATION

NO.	DESCRIPTION	DATE	BY
1	REVISIONS		



HURST & ASSOCIATES, INC.  
 1265 S. Public Road, Suite 8  
 Lafayette, CO 80036  
 303.449.9105



COLLIERS HILL FILING 6  
 TOWN OF ERIE 18\"/>
 RTD BILL RR CROSSING  
 CONSTRUCTION DETAILS  
 PREPARED BY: DAYBREAK RECOVERY ACQUISITION LLC

DRAWN BY: JUR	DESIGNED BY: TA	DRAWING NAME: CH-F6-RFD-DET	APPROVED BY: TA
JOB NUMBER: 2527-2	DATE: 05/04/2023	SCALE: N/A	SHEET NO: 3 OF 3

**Exhibit C**  
**Contractor Right of Entry Agreement**

**EXHIBIT C**

**CONTRACTOR RIGHT OF ENTRY AGREEMENT**

**Town of Erie License Agreement – Weld County Road 5 – Boulder Industrial Lead Storm Drain Pipeline Crossing**

This CONTRACTOR RIGHT OF ENTRY AGREEMENT ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake St., Denver, Colorado 80202 ("**RTD**"), and \_\_\_\_\_<sup>1</sup> whose address is \_\_\_\_\_ ("**Contractor**").

RECITALS

- A. RTD owns the land, railroad right-of-way and tracks known as the Boulder Industrial Lead in the Counties of Adams, Weld, Broomfield, and Boulder, State of Colorado ("**RTD Property**"), for mass transit purposes.
- B. RTD and Town of Erie ("**Town**" or "**Licensee**") are parties to a License Agreement effective \_\_\_\_\_<sup>2</sup> ("**License**"), whereby RTD granted a non-exclusive, revocable license and permission to Licensee to enter upon and have ingress to and egress from the RTD Property, as defined in the License, pursuant to the terms of the License, for the purposes of constructing, maintaining, using, and operating the Facilities, as that term is defined in the License. The License is incorporated into this Agreement by reference.
- C. Town has contracted with Contractor and requested RTD to permit Contractor to perform the work related to the Facilities pursuant to the License.

In consideration of the permission of RTD for Contractor to enter upon the RTD Property pursuant to the License, the parties agree as follows:

ARTICLE 1. RIGHT OF ENTRY

- A. Subject to all the terms and conditions of this Agreement and the License, RTD grants to Contractor the non-exclusive, revocable right to enter upon and have ingress to and egress from the RTD Property solely to perform work under the License within the area shown on the attached **Exhibit 1** ("**Licensed Area**") and in accordance with the Plans attached as **Exhibit 2**.
- B. RTD shall retain all rights in and usage of the Licensed Area. This Agreement is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved, or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Contractor's use of the Licensed Area shall not interfere with RTD's use and/or maintenance of RTD facilities and the

\_\_\_\_\_  
1 Insert name and address of Contractor.  
2 Insert date of License Agreement.

RTD Property, nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.

- C. Contractor shall require its agents, employees, and subcontractors (collectively, "**Contractor's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.
- D. In the event of Contractor's violation of any of the terms of this Agreement, RTD may terminate this Agreement in part or in full, effective immediately upon Contractor's receipt of RTD's written termination notice.
- E. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

#### ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("**Effective Date**") and shall remain in effect for 120 days, until completion of the work, until earlier termination of this Agreement, or until the License is terminated, whichever occurs first.

#### ARTICLE 3. WORK AND COORDINATION WITH RTD

- A. Contractor shall perform the work in accordance with **Exhibit 2** with due care, at Contractor's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD standards.
- B. Contractor shall coordinate all work with RTD Utility Engineering at phone number 303.299.2811 or email at [UtilityDesignConstruction@rtd-denver.com](mailto:UtilityDesignConstruction@rtd-denver.com) and RTD Construction Engineering at phone number 303.299.2299 or email at [Engineering@rtd-denver.com](mailto:Engineering@rtd-denver.com). Contractor's Agent shall notify RTD's Utility Engineering/Construction Team a full two weeks prior to construction and shall coordinate a Utility Pre-Construction Meeting with RTD.

#### ARTICLE 4. ACCESS

- A. During any work under this Agreement, Contractor agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Contractor shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Contractor does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Contractor's sole expense; Contractor shall reimburse RTD within 30 days of Contractor's receipt of a written invoice and supporting documentation. Contractor's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.
- B. Contractor shall obtain a Buildings and Grounds Access Permit ("**BGAP**") from RTD Facilities Maintenance by submitting the permit form, which can be found at <https://www.rtd-denver.com/business-center/construction-engineering/right-of-way-agreements-and->



permits, to [bgapermits@rtd-denver.com](mailto:bgapermits@rtd-denver.com) whenever Contractor, Contractor's Agents, or their equipment will be present on the Licensed Area. Contractor must initiate its request for a BGAP five business days before the work is scheduled to begin. Any conditions set forth in a BGAP shall be deemed to be incorporated in this Agreement by this reference.

- C. Contractor shall notify RTD Construction Engineering of entry into the Licensed Area for purposes of maintenance or monitoring by calling 303.299.2299 or by sending electronic mail to [Engineering@RTD-Denver.com](mailto:Engineering@RTD-Denver.com). If prior to the termination of this Agreement RTD initiates the construction or operation of passenger rail service on the RTD Property, RTD reserves the right to modify this Article to require that Contractor obtain an approved right-of-way access permit from RTD Rail Operations at <https://www.rtd-denver.com/doing-business-with-rtd/construction-engineering/row-agreements-permits/light-rail-tracks-access-policy>.
- D. **In case of emergency** caused by failure of the Facilities or in connection with Contractor's work within the Licensed Area, Contractor shall immediately notify RTD of the emergency at 303.299.2911 or such other number provided by RTD and advise of Contractor's proposed actions to immediately address the emergency. Contractor shall be responsible for any costs incurred by RTD in connection with any failure of the Facilities or Contractor's actions in relation to such failure or emergency, in accordance with the reimbursement requirements of this Agreement.
- E. RTD reserves the right to have its personnel present during any work under this Agreement.
- F. Contractor shall be responsible for safety related to all aspects of its work under this Agreement. Contractor shall obtain all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Contractor's Agents are notified of, understand, and abide by them at all times. Contractor shall provide all required personal protective equipment and other equipment required for the safe performance of the work.
- G. Contractor shall promptly report all accidents, safety incidents, injuries, and environmental incidents concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.
- H. At any reasonable time, RTD may inspect a work site and appropriate records regarding Contractor's safety procedures and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Contractor of its responsibility for compliance with, and for monitoring compliance by Contractor and its subcontractors with, the safety requirements of this Agreement.
- I. Contractor shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the reasons for stopping the work and an estimate of when the work will resume. Contractor shall take all appropriate measures to abate the imminent hazard.
- J. Contractor shall ensure that Contractor's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them,



---

City, State, Zip

---

Phone

---

Email

Any such notice shall be deemed to have been provided three days after such notice or communication is mailed. Each party will provide notice of any changes to its address, email address, or contact person.

#### ARTICLE 7. LIABILITY

- A. Contractor shall be responsible for any damage, including but not limited to Environmental Damages (defined below), to any property, including the Licensed Area, the RTD Property or other RTD property, Contractor's property, adjacent property, utilities, adjacent structures, and other third party real and personal property on or under the RTD Property that is caused by Contractor or Contractor's Agents. Contractor shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD. RTD and Contractor shall notify one another of any such damage and any potential claims arising out of such damage.
- B. Contractor shall, and shall require Contractor's agents and subcontractors to, indemnify, defend, and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the Licensed Area and RTD Property under this Agreement, including but not limited to Environmental Damages (defined below). In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Contractor's obligations under this Agreement.
- C. Nothing in this Agreement shall be deemed to waive any of RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

#### ARTICLE 8. NO WARRANTY

- A. RTD does not grant nor purport to grant any right not specifically set forth in this Agreement. Permission for Contractor or Contractor's Agents to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Contractor, as is the procurement of any applicable regulatory permission or consent.
- B. The right to use the Licensed Area and RTD Property is granted subject to their "AS IS" physical condition without any warranty, express or implied.

- C. Contractor specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Contractor or Contractor's Agents store on the Licensed Area or the RTD Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft, or vandalism.

#### ARTICLE 9. INSURANCE

- A. Contractor shall, throughout the Term of this Agreement, procure and maintain, and shall require that Contractor's Agents, with the exception of individual Contractor employees, procure and maintain, the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD as an additional insured, with the exception of Workers' Compensation and Employers' Liability Insurance.
  - 1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.
  - 2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.
  - 3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.
  - 4. Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Contractor as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of Contractor. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000. This insurance, when procured by Contractor's Agents, shall also cover Contractor's Agents' employees.
  - 5. Railroad Protective Liability Insurance. If prior to the termination of this Agreement RTD initiates the construction or operation of passenger rail service on the RTD Property, RTD reserves the right to require Railroad Protective Liability Insurance whenever the Contractor or Contractor's Agents are performing work on the Licensed Area or RTD Property.
  - 6. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations

performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate.

- B. Prior to entry upon, above, or adjacent to the RTD Property and the Licensed Area, Contractor agrees to furnish RTD with a certificate of the required insurance for each of Contractor's and Contractor's Agents' policy(ies). Contractor shall provide 30 days' advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall be provided to the RTD Senior Manager of Real Property as provided in this Agreement.
- C. Each insurance certificate required above shall have the following endorsements attached:
  - 1. An endorsement naming RTD an additional insured, except on Workers' Compensation and Employers' Liability Insurance;
  - 2. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Contractor and Contractor's Agents;
  - 3. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion,";
  - 4. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
  - 5. Waiver of subrogation in favor of and acceptable to RTD.
- D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Contractor and Contractor's Agents have left the RTD Property.
- E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- F. Liability of Contractor under this Agreement shall not be limited to coverage provided under the required insurance policies.
- G. Only those Contractor's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.
- H. In the event that any Contractor's Agent does not have its own insurance coverage as set forth in this Article, Contractor shall cause such Contractor Agent to be a named insured under Contractor's policies.

## ARTICLE 10. ENVIRONMENTAL OBLIGATIONS

### A. Definitions.

1. **Activities:** Any action or omission of Contractor and/or Contractor's Agents.
2. **Environmental Damages:** All claims, judgments, damages, losses, penalties, fines, liabilities (including but not limited to strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment related to Activities, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:
  - a) damages for personal injury or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including without limitation lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, and interest and penalties including but not limited to claims brought by or on behalf of employees of Contractor;
  - b) fees incurred for the services of attorneys, consultants, contractors, experts, and laboratories and all other costs incurred in connection with the investigation or remediation of Hazardous Materials or violation of Environmental Requirements, including but not limited to the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the RTD Property or any other property otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs, and expenses incurred in enforcing this Agreement or collecting any sums due under this Agreement; and
  - c) liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subsection 2(b) above.
3. **Environmental Requirements:** All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- a) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and
  - b) all requirements pertaining to the protection of the health and safety of employees or the public.
4. **Hazardous Material(s):** Any and all substances, chemicals, wastes, or other materials now or from time to time:
- a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*) ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) ("**RCRA**"), and/or the Colorado Hazardous Waste Act, C.R.S. § 25-15-101 *et seq.*, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;
  - b) characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants, or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation, or disposal is required or regulated, under any and all laws for the protection of the environment, human health, and safety, including without limitation CERCLA; RCRA; the Transportation of Hazardous Materials (49 U.S.C. § 5101 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Colorado Hazardous Waste Act (C.R.S. § 25-15-311, *et seq.*); the Colorado Solid Waste Act (C.R.S. § 30-20-100.5, *et seq.*); the Colorado Water Quality Control Act (C.R.S. § 25-8-101, *et seq.*); the Colorado Air Pollution Prevention and Control Act (C.R.S. § 25-7-101, *et seq.*); Title 8, Article 20.5, Colorado Revised Statutes; and/or any federal, state, or local regulations and associated guidance promulgated thereunder; or
  - c) otherwise posing a present or potential risk to human health, welfare, or the environment, including without limitation asbestos; flammable, explosive, corrosive, or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation crude oil or any component); petroleum-based products, paints, and solvents; lead; cyanide; DDT and other pesticides; and polychlorinated biphenyls.
- B. No Hazardous Material on Property. Except in strict compliance with all Environmental Requirements, Contractor and Contractor's Agents shall not cause, permit, or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the RTD Property or the Licensed Area.
- C. No Violations of Environmental Requirements. In performing the Activities, Contractor shall not cause, permit, or suffer the existence or the commission of a material violation of any Environmental Requirements upon, about, or beneath the RTD Property or the Licensed Area.

- D. No Environmental or Other Liens. In performing the Activities, Contractor shall not create or suffer to exist with respect to the RTD Property any lien, security interest, or other charge or encumbrance of any kind, including without limitation any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9607(1)) or any similar state statute.

#### ARTICLE 11. SAMPLES AND REMOVAL

As between Contractor and RTD, Contractor shall be solely responsible for the lawful removal, manifesting, transport, testing, and disposal of any samples or other materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area or generated as a result of work performed pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such work that it undertakes or is required to undertake pursuant to federal, state, and local laws and applicable industry standards. As between Contractor and RTD, Contractor is the sole generator (as the term "generator" is used in applicable statutes and regulations concerning the removal, transport, and/or disposal of Hazardous Materials, substances, waste, or other contaminants) of any materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area by Contractor or Contractor's Agents or generated as a result of sampling and/or testing undertaken by Contractor or Contractor's Agents.

#### ARTICLE 12. GENERAL

- A. Assignment. Contractor may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Contractor from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.
- B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.
- D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the Licensed Area is located, and Contractor expressly submits itself to such jurisdiction.
- E. No Recordation. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other party.



- F. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- G. No Agency. It is expressly understood and agreed that RTD and Contractor do not intend to be and shall not in any respect be deemed agents of each other.
- H. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.
- I. Liens. Contractor shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Contractor shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, Contractor shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.
- J. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- K. Legal Authority. Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Contractor to its terms. The person(s) executing this Agreement on behalf of Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.
- L. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- M. Breach. Any failure of Contractor to fulfill any of Contractor's obligations under this Agreement shall constitute a breach of this Agreement and subject Contractor to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.
- N. Applicable Laws; Violation. Contractor shall use the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the Licensed Area is located; federal, state, and local laws; and all other rules of governmental authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Licensed Area by Contractor violates applicable ordinances or laws, Contractor shall cease and desist from continuing such use upon demand by RTD.

- O. Additional Uses. Contractor understands and agrees that the RTD Property may be used by the public or otherwise, and Contractor shall conduct its work so as not to unreasonably interfere with such other uses.
- P. RTD Equipment. Contractor shall not use RTD equipment, tools, or furnishings located in or about the Licensed Area or RTD Property without prior written approval by RTD.
- Q. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.
- R. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

*Signature Page to Follow*

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the Effective Date.

**REGIONAL TRANSPORTATION DISTRICT**

By: \_\_\_\_\_  
Jyotsna Vishwakarma  
Acting AGM, Capital Programs

APPROVED AS TO LEGAL FORM FOR THE  
REGIONAL TRANSPORTATION DISTRICT

By: \_\_\_\_\_  
Attorney Name  
Attorney Title

**CONTRACTOR**

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT 1**  
**Licensed Area**

**EXHIBIT 2**  
**Plans**