

License Agreement
(Trail Detour – Lafayette Closure)

This License Agreement (the "Agreement") is made as of this _____ day of _____, 2026 ("Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook St., Erie, CO 80516 (the "Town"), and the City of Lafayette, a Colorado home rule municipality with an address of 1290 S. Public Rd., Lafayette, CO 80026 ("Licensee") (each a "Party" and collectively the "Parties").

Whereas, Licensee owns a parcel of land located generally on the northeast corner of East County Line Road and East Baseline Road, with a street address of 750 East County Line Road, Lafayette, CO 80026, upon which Licensee operates a portion of its Water Reclamation Facility (the "WRF Property");

Whereas, the Town owns the real property legally described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Erie Property"), which is located directly east of and adjacent to the WRF Property;

Whereas, a regional pedestrian trail traverses the WRF Property from the northeast corner of such property in a south-southwesterly direction to the southern boundary of the WRF Property, as depicted on **Exhibit B**, attached hereto and incorporated herein by this reference (the "Regional Trail");

Whereas, it is necessary for Licensee to temporarily close the segment of the Regional Trail traversing the WRF Property to the public to accommodate construction of floodplain improvements within the Coal Creek riparian corridor adjacent to the Lafayette Water Reclamation Facility;

Whereas, the Parties recognize the importance of maintaining public access to regional trail connections for pedestrian use, and the Town is willing to enter into this Agreement to permit temporary use of the Erie Property as a detour for the Regional Trail during the temporary closure of such trail on the WRF Property; and

Whereas, the Parties desire to enter into this Agreement to set out the terms and conditions of the use of the Erie Property as a public detour for the duration of the Regional Trail closure upon the WRF Property.

Now therefore, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

I. Grant of License

The Town hereby grants to Licensee a revocable license to use and occupy the Erie Property as a temporary trail detour for public pedestrian use during the temporary closure of the Regional Trail (the "Trail Detour") in compliance with this Agreement. This

Agreement is a limited grant of authority and Licensee acknowledges that the Town may permit others to use the Erie Property at any time.

II. Term and Termination

This Agreement and the license granted herein shall be effective upon the Effective Date and shall terminate on December 31, 2026; provided that either Party may terminate this Agreement upon not less than 7 days' prior written notice. Upon termination, Licensee shall return the Erie Property to its original condition at Licensee's own expense.

III. Use

A. *Limitations.* Only the equipment and vehicles necessary for Licensee's cutting or mowing of vegetation upon the Erie Property as needed to facilitate public pedestrian use of the Trail Detour shall be allowed upon the Erie Property. Unless specifically authorized by the Town, Licensee shall not park or store equipment or vehicles on the Erie Property. Public use of the Erie Property shall be limited to non-vehicular pedestrian use, which may include the use of bicycles and e-bicycles in compliance with applicable law.

B. *Alteration.* Licensee shall not, without the prior written consent of the Town, make any alterations, improvements, or additions to the Erie Property.

C. *Maintenance.* Licensee shall at its sole expense use reasonable efforts to maintain the Erie Property in its existing, as-is, unimproved condition in a manner reasonably suitable for its limited, temporary use as a pedestrian and bicycle trail detour, including refuse removal, placement and maintenance of temporary signage, and reasonable monitoring of conditions during the License term.

D. *Damage.* Licensee shall be responsible for all damage to the Erie Property directly arising out of or resulting from Licensee's or the public's use hereunder. Licensee shall repair such damage to restore the Erie Property to substantially the same condition existing immediately prior to the Term, in accordance with the Town's reasonable written direction.

E. *Compliance with Law.* Licensee shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the

Clean Water Act; and the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

F. *Signage.* At Licensee's own expense, Licensee shall post signage on the Erie Property to identify the Trail Detour and to direct pedestrian traffic to and through the Trail Detour. Upon termination of this Agreement, Licensee shall remove all such signage at Licensee's own expense.

IV. Insurance

A. Licensee agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee pursuant to this Agreement. At a minimum, Licensee shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy.

C. Licensee shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

V. Responsibility

Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents, and employees in the performance or failure to perform under this Agreement. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to this Agreement, the rights, immunities, defenses, or limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

VI. Miscellaneous

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Parties and their officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Parties and their officers, attorneys or employees.

J. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

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

Town of Erie, Colorado

Name: _____
Title: _____

Attest:

Debbie Stamp, Town Clerk

City of Lafayette, Colorado

Kady Doelling, City Manager

Attest:

Lynnette Beck, City Clerk

**Exhibit A
Legal Description**

Parcel 1:

A tract of land located in the SW ¼ of Section 31, T1N, R68W of the 6th P.M., County of Weld, State of Colorado, described as follows:

Commencing at the West quarter corner of Section 31, thence S01°04'W, 618.85 feet to the point of beginning;
Thence S88°55'E, 30 feet;
Thence S01°04'W, 280 feet;
Thence N88°55'W, 30 feet;
Thence N01°04'E, 280 feet to the point of beginning.

Parcel 2:

A tract of land located in the SW ¼ of Section 31, T1N, R68W of the 6th P.M., County of Weld, State of Colorado, described as follows:

Commencing at the West quarter corner of Section 31, thence S01°04'W, 898.85 feet to the point of beginning;
Thence S88°55'E, 30 feet;
Thence S01°04'W, 1,566.35 feet;
Thence N88°55'W, 30 feet;
Thence N01°04'E, 1,566.35 feet to the point of beginning.

Exhibit B Trail Detour Location and Alignment

