

License Agreement
Public Roadway Crossing – Boulder Industrial Lead
Lombardi Street Extension – Canyon Creek Development

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, for mass transit purposes ("**RTD Property**").
- B. Licensee and Stratus Canyon Creek, LLC entered into Development Agreements ("**Development Agreements**") dated November 14, 2023, and recorded at Reception Nos. 04028992 and 04029066 on November 20, 2023, in the real property records of Boulder County, Colorado, for the construction and installation of public improvements necessary for the development of the property known as Canyon Creek Filing No. 7 and Canyon Creek Filing No. 8 ("**Development**"). The Development Agreements are incorporated into this Agreement by reference.
- C. The Development Agreements were subsequently assigned to, and assumed by, KB Home Colorado Inc. ("**Developer**") pursuant to the Assignment and Assumption of Development Agreements by and between Stratus Canyon Creek, LLC and KB Home Colorado Inc. dated April 2, 2024, as consented to by Licensee pursuant to the Consent to Assignments dated May 14, 2024, and recorded at Reception Nos. 04047613 and 04047614 in the real property records of Boulder County, Colorado, on May 20, 2024, for Canyon Creek Filing No. 7 and Canyon Creek Filing No. 8, respectively.
- D. RTD and Licensee entered into a License Agreement dated April 4, 2024, whereby RTD granted a License for the installation of sanitary sewer, storm drain, and water pipeline utility facilities crossing the RTD Property in the location of a proposed new roadway extension of Lombardi Street in connection with the Development.
- E. RTD and Stratus Canyon Creek, LLC entered into a License Agreement dated April 4, 2004, whereby RTD granted a License for the installation of sanitary sewer, storm drain, and water pipeline utility facilities crossing the RTD Property in the location of a proposed new roadway extension of Lombardi Street in connection with the Development. The License Agreement was assigned to, and assumed by, Developer pursuant to the Assignment, Assumption, and Consent Agreement dated June 14, 2024, by and between RTD, Stratus Canyon Creek, LLC, and KB Home Colorado Inc.
- F. Licensee and Developer now desire to extend Lombardi Street at Jasper and Jay Roads to the south and to establish, construct, maintain, repair, use, and operate the Facilities (defined below) over and across a portion of the RTD Property and railroad right-of-way on the Boulder Industrial Lead in the vicinity south of Jay Road and east of North 119th Street, Town of Erie, Boulder County, Colorado (the "**Licensed Area**"),

as shown on the attached **Exhibit A** ("**Licensed Area and Roadway Crossing Plans**") in conjunction with the Development.

- G. Pursuant to the Development Agreements, Developer will perform the initial construction and installation of the roadway Facilities and be responsible for the operation, maintenance, and repair until the Facilities are dedicated to and accepted by Licensee. RTD and the Developer entered into a License Agreement for the construction, maintenance, repair, use, and operation of the Facilities within the RTD Property.
- H. The RTD Property is subject to a Lease Agreement ("**Lease**") by and between RTD and Colorado Railbike Adventures, LLC ("**CRBA**") effective October 20, 2022, whereby RTD leases to CRBA a portion of the RTD Property ("**Leased Area**"). Throughout the Term of the CRBA Lease, Licensee shall coordinate with CRBA prior to the construction or maintenance of the Facilities within the CRBA Leased Area in accordance with this Agreement.

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, repairing, using, and operating a public roadway, including but not limited to, curbs and gutters, bike lanes, sidewalks, stop signs and railroad crossing signage (collectively, "**Facilities**"), crossing the RTD Property at grade within the Licensed Area and in accordance with the plans shown on the attached **Exhibit A**. In addition to the Facilities, Licensee will install and maintain additional railroad crossing signage and advance warning railroad pavement markings in Lombardi Street immediately adjacent to the Licensed Area on both the east and west sides of the RTD Right-of-Way as shown on **Exhibit A**. Developer will reconstruct and restore the railroad track after installation of the roadway using a prequalified rail contractor approved by RTD.
- 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. The 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 and CRBA

- A. The Facilities shall be designed in accordance with applicable RTD design criteria.
- B. Licensee shall install the Facilities in accordance with **Exhibit A**. 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 Construction Engineering at phone number 303.299.2299 or email at Engineering@rtd-denver.com; and
 - RTD Utility Engineering at phone number 303.299.2811 or email at UtilityDesignConstruction@rtd-denver.com; and
 - CRBA at phone number 785.760.5549 or email at birummer@gmail.com and gorailbike@gmail.com.

Licensee's Agent shall notify RTD Construction Engineering, RTD Utility Engineering, and CRBA a full two weeks prior to construction and shall coordinate a Pre-Construction Meeting with RTD.

- D. Licensee will provide 60 days written notice to CRBA for any construction and/or maintenance and repair in, over, under and/or along the Leased Area that would close track access on either eastbound or westbound routes from County Line Road provided, however, that in emergency circumstances that do not afford time for a 60 day notice, Licensee may provide written notice to CRBA less than 60 days prior to the work being performed, but, in any event, as soon as possible. Licensee shall reimburse RTD for any prorated reduction of rent payable from CRBA to RTD under the Lease as a result of closure of the tracks greater than 2 days in connection with the construction and/or maintenance of the Facilities under this Agreement.
- E. 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 B** ("**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. 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.
- F. 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.
- G. 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 A**, 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 A**.
- 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 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. 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 may incur in connection therewith for supervision, inspection, impacts to RTD's facilities or operations, or otherwise.

- C. If the Facilities are so modified, adjusted, or relocated within the RTD Property, all of the terms, conditions and stipulations in this Agreement with reference to the Facilities shall, so long as any Facilities remain within the RTD Property, apply to the Facilities as modified, adjusted, or relocated. This Agreement shall terminate with respect to all or such part of the RTD Property that no longer contains the Facilities.
- D. The Articles entitled "Work and Coordination with RTD" and "Access" shall also apply to the modification, adjustment, or relocation of the Facilities.

Article 8. Digging and Boring

If any digging or boring is permitted on the Licensed Area, Licensee shall first determine if a telecommunications system or other utility is buried anywhere on or about the Licensed Area in the location where Licensee will perform such digging or boring. If there is such a telecommunications facility or other utility, Licensee will determine the owner of such telecommunications system or other utility and take such actions in cooperation with the owner(s) as are necessary so as not to damage such system or utility.

Article 9. Notices

Unless otherwise prescribed in this Agreement, any notices required to be given shall be provided in writing and mailed by U.S. mail, first class postage prepaid, or by electronic mail and addressed as follows:

- | | |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to RTD: | Regional Transportation District
Attn: Senior Manager, Real Property
1560 Broadway, Suite 650
Denver, Colorado 80202
303.299.2440
realproperty@rtd-denver.com |
| With a copy to: | Regional Transportation District
Attn: Senior Manager, Construction
1560 Broadway, Suite 700
Denver, Colorado 80202
303.299.2299
engineering@rtd-denver.com
In emergency: 303.299.2911 |
| If to CRBA: | Colorado Railbike Adventures, LLC
Attn: Bob Rummer, Manager
306 E. Michigan Ave.
Berthoud, Colorado 80513
785.760.5549
birummer@gmail.com and gorailbike@gmail.com |
| If to Licensee: | Town of Erie |

Malcolm Fleming, Town Manager
645 Holbrook St.
P.O. Box 750
Erie, Colorado 80516
303.926.2777
mfleming@erieco.gov

With a copy to: Town of Erie
Attn: Chad Schroeder, P.E.
645 Holbrook St.
Erie, Colorado 80516
303.926.2876
cschroeder@erieco.gov

Any such notice shall be deemed to have been provided 3 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 Boulder 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 10:45:03 -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 and Roadway Crossing Plans

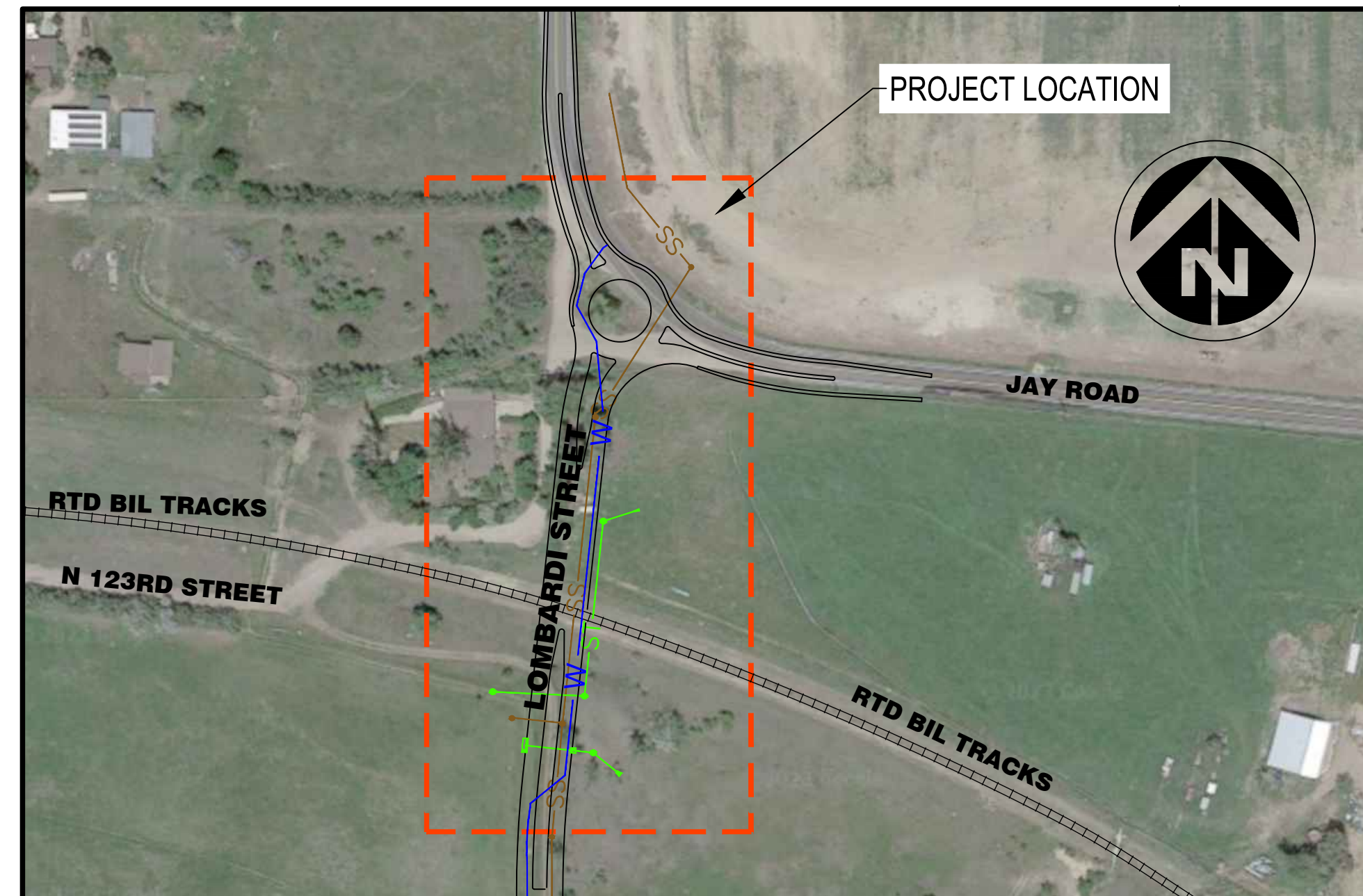
EXHIBIT A

**CONSTRUCTION DOCUMENTS FOR RTD ROADWAY AGREEMENT FOR
NEW LOMBARDI STREET (CANYON CREEK FILING NO.7)
EXTENDING NORTH-SOUTH AT JAY/JASPER ROAD JOG
AND CROSSING RTD BIL RR ROW**

**TRACT "O", CREEKSIDE SUBDIVISION AND A PORTION OF THE SOUTH ONE-HALF OF SECTION 13,
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
70.626 ACRES - 106 LOTS / 12 TRACTS
FP-001304-2021**



VICINITY MAP
1" = 2000'



SYMBOLS AND LINETYPES LEGEND

CENTER LINE OF STREET	EX. WATERLINE W/ VALVE & TEE
BOUNDARY LINE	EX. SANITARY SEWER W/ MANHOLE
RIGHT OF WAY LINE	EX. STORM SEWER W/ INLET & F.E.S.
LOT LINE	EX. UNDERGROUND ELECTRICITY LINE
EASEMENT LINE	EX. OVERHEAD ELECTRICITY LINE
WATERLINE W/ GATE VALVE & TEE	EX. GAS LINE
FULLY RESTRAINED WATERLINE W/ GATE VALVE & TEE	EX. TELEPHONE LINE
SANITARY SEWER W/ MANHOLE	EX. FIBER OPTIC LINE
STORM SEWER W/ INLET & F.E.S.	EX. EASEMENT LINE
CURB, GUTTER, CROSSSPAN SIDEWALK & RAMP	EX. RAILROAD TRACKS
FIRE HYDRANT	EX. FIRE HYDRANT
PROPOSED CONTOURS 5800	EXISTING CONTOURS 5700

LIST OF ACRONYMS AND ABBREVIATIONS

A	"A" LOT DESIGNATION	MAX	MAXIMUM
AC	ACRE	MH	MANHOLE
ASSY	ASSEMBLY	MJ	MECHANICAL JOINT
A.T.	ACCESS TRACT	MIN	MINIMUM
B	"B" LOT DESIGNATION	N.T.S.	NOT TO SCALE
BMP	BEST MANAGEMENT PRACTICES	NO.	NUMBER
BNDY	BOUNDARY	NWSEL	NORMAL WATER SURFACE ELEVATION
BOW	BACK OF WALK	PL	PROPERTY LINE
BW	BOTTOM OF WALL	P.L.E.	PROJECTED LIP ELEVATION
CFS	CUBIC FEET PER SECOND	PMF	PROBABLE MAXIMUM FLOOD
CL	CENTERLINE	PSI	POUNDS PER SQUARE INCH
CONC	CONCRETE	PROP	PROPOSED
D.E.	DRAINAGE EASEMENT	PVC	POLY VINYL CHLORIDE
D.U.E.	DRAINAGE AND UTILITY EASEMENT	Q10	10 YEAR DISCHARGE
DIA.	DIAMETER	Q100	100 YEAR DISCHARGE
DIP	DUCTILE IRON PIPE	RCBC	REINFORCED CONCRETE BOX CULVERT
E.A.E.	EMERGENCY ACCESS EASEMENT	ROP	REINFORCED CONCRETE PIPE
ELEV	ELEVATION	ROW	RIGHT OF WAY
EOC	EDGE OF CONCRETE	SAN	SANITARY SEWER
EX	EXISTING	SB	STILLING BASIN
EX	EXISTING	SEC.	SECTION
FL	FLARED END SECTION	SF	SQUARE FEET
FG	FINISHED GRADE	STA	STATION
FH	FIRE HYDRANT	STM	STORM SEWER
FHAD	FLOOD HAZARD AREA DELINEATION	T	"T" TRANSITION LOT
FIRM	FLOOD INSURANCE RATE MAP	TB	THRUST BLOCK
FL	FLOW LINE	TBC	TOP BACK OF CURB
FS	FIRE SERVICE	TEMP	TEMPORARY
FT	FOOT	TOF	TOP OF FOUNDATION
FUT	FUTURE	TOP	TOP OF PIPE
G	"G" GARDEN LOT DESIGNATION	TOS	TOP OF SLAB
G.E.	GAS EASEMENT	TW	TOP OF WALL
GPM	GALLONS PER MINUTE	TYP	TYPICAL
GS	GROUND SHOT	U.E.	UTILITY EASEMENT
GV	GATE VALVE	VERT	VERTICAL
HC	HANDICAP	VN	NORMAL VELOCITY
HORZ	HORIZONTAL	W/	WITH
HP	HIGH POINT	W/L	WATER LINE
HW	HEAD WALL	WO	"WO" WALK OUT LOT DESIGNATION
INT	INTERSECTION OR INTERCEPT	WQ	WATER QUALITY
INV	INVERT	WQC	WATER QUALITY CAPTURE VOLUME
IRR	IRRIGATION	WSEL	WATER SURFACE ELEVATION
KB	KICK BLOCK	YR	YEAR
LF	LINEAR FEET	#	NUMBER
LP	LOW POINT		

BENCH MARK:
ELEVATIONS ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM (NAVD88) FROM GPS OBSERVATIONS OF NGS BENCHMARK LL1423, DESIGNATION "JR 53 5026", MONUMENTED BY A 4" BRASS CAP IN 6"x6" CONCRETE BASE, STAMPED "U.S. GEOLOGICAL SURVEY BENCHMARK, FOR MORE INFORMATION WRITE THE DIRECTOR WASHINGTON D.C., JR 53, ELEVATION, ABOVE SEA, Δ 5026 FEET, 1948". PUBLISHED HEIGHT = 5028.0

STATEMENT:
"WORK SHALL BE CONSTRUCTED TO TOWN OF ERIE STANDARDS AND SPECIFICATION. THIS APPROVAL IS FOR CONFORMANCE TO THESE STANDARDS AND SPECIFICATIONS AND OTHER CITY REQUIREMENTS. THE DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER OR LANDSCAPE PROFESSIONAL."

BASIS OF BEARINGS:
BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE EAST LINE OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID TO BEAR S00°51'06"E, A DISTANCE OF 5317.82', FROM THE NORTHEAST CORNER OF SECTION 29 BEING MONUMENTED BY A 3.25" ALUMINUM CAP, 0.3' DOWN IN A RANGE BOX WITH A LID AT THE INTERSECTION OF WELD COUNTY ROADS 5 AND 6, STAMPED "TIN R68W, 20|21, ---, 29|28, 1998, L513155" TO THE SOUTHEAST CORNER OF SECTION 29 BEING MONUMENTED BY A 2.5" ALUMINUM CAP, 0.3' BELOW GROUND SURFACE, IN A RANGE BOX WITH NO LID AT THE INTERSECTION OF WELD COUNTY ROADS 5 AND 4, STAMPED "GREENHORNE O'MARA INC., TIN R68W, 29|28, ---, 32|33, PLS 28656, 1993".

PROJECT TEAM

OWNER/DEVELOPER

STRATUS CANYON CREEK, LLC
8480 ORCHARD ROAD, SUITE 1100
GREENWOOD VILLAGE, CO 80111
PHONE: 720-214-5000
CONTACT: RICHARD DEAN

CIVIL ENGINEER:

CWC CONSULTING GROUP
9360 TEDDY LN, SUITE #203
LONE TREE, CO 80124
PHONE: 303-395-2700
FAX: 303-395-2701
CONTACT: BRYAN CLERICO, P.E.

PLANNER:

HENRY DESIGN GROUP
1501 WAZEE STREET
SUITE 1-C
DENVER, COLORADO 80202
PHONE: 303-445-2368
FAX: 303-446-0958
CONTACT: KAREN HENRY

SURVEYOR:

CWC CONSULTING GROUP
9360 TEDDY LN, SUITE #203
LONE TREE, CO 80124
PHONE: 303-395-2700
FAX: 303-395-2701
CONTACT: ERIC CARSON, P.L.S.

AGENCY LIST

MUNICIPALITY:

TOWN OF ERIE
645 HOLBROOK STREET
P.O. BOX 750
ERIE, COLORADO 80516
PHONE: 303-926-2700

FIRE PROTECTION:

MOUNTAIN VIEW FIRE RESCUE
3561 N. STAGECOACH ROAD
LONGMONT, COLORADO 80504
PHONE: 303-772-0710

WATER AND SANITATION:

TOWN OF ERIE
645 HOLBROOK STREET
P.O. BOX 750
ERIE, COLORADO 80516
PHONE: 303-926-2700

POWER:

XCEL ENERGY
2655 N. 63RD STREET
BOULDER, COLORADO 80301
PHONE: 303-245-2254

Sheet Index

SHEET 1 OF 11	SHEET 1 OF 115	COVER SHEET
SHEET 2 OF 11	SHEET 21 OF 115	LOMBARDI STREET ROADWAY PLAN/PROFILE STA 12+25 TO 0+00
SHEET 3 OF 11	SHEET 30 OF 115	RTD RAILROAD CROSSING GRADING
SHEET 4 OF 11	SHEET 31 OF 115	RAB HORIZONTAL CONTROL AND GRADING
SHEET 5 OF 11	SHEET 37 OF 115	SIGNAGE AND STRIPING PLAN
SHEET 6 OF 11	SHEET38 OF 115	RTD RAIL SIGNAGE, STRIPING, AND HORIZONTAL CONTROL
SHEET 7 OF 11	SHEET 40 OF 115	RTD RAILROAD CROSSING DETAILS
SHEET 8 OF 11	SHEET 46 OF 115	UTILITY PLAN (FOR INFORMATION ONLY)
SHEET 9 OF 11	SHEET 3 OF 5	SANITARY SEWER PLAN & PROFILE (RTD UAR # BIL-104-NewBP8-SS)
SHEET 10 OF 11	SHEET 4 OF 5	STORM DRAIN PLAN & PROFILE (RTD UAR # BIL-104-NewBP9-SD)
SHEET 11 OF 11	SHEET 5 OF 5	WATER PLAN & PROFILE (RTD UAR # BIL-104-NewBP10-W)

RTD RAILROAD CONTACTS:

RTD REAL PROPERTY (FOR RTD ROADWAY AGREEMENT)
RealProperty@rt-d-denver.com
RTD ENGINEERING (FOR ROADWAY DESIGN REVIEW)
Engineering@rt-d-denver.com / 303.299.2299
RTD BGAP (FOR ACCESS PERMIT AFTER AGREEMENT IS ISSUED)
BGAPermits@rt-d-denver.com
RTD UTILITIES (FOR COORDINATION WITH LOMBARDI UTILITY INSTALLS)
UtilityDesignConstruction@rt-d-denver.com / 303.299.2811

I HEREBY CERTIFY THAT THIS CONSTRUCTION DOCUMENTS FOR THE DESIGN OF CANYON CREEK FILING NO. 8 WAS PREPARED BY ME (OR UNDER MY DIRECT SUPERVISION) IN ACCORDANCE WITH THE PROVISIONS OF THE TOWN OF ERIE STANDARDS AND SPECIFICATIONS FOR DESIGN AND CONSTRUCTION FOR THE OWNERS THEREOF.
I UNDERSTAND THAT THE TOWN OF ERIE DOES NOT AND WILL NOT ASSUME LIABILITY FOR DRAINAGE FACILITIES DESIGNED BY OTHERS, INCLUDING THE DESIGNS PRESENTED IN THIS REPORT."

ACCEPTED BY: _____ DATE: _____

TOWN ENGINEER

Bryan Clerico
FOR AND BEHALF OF CWC CONSULTING GROUP

BRYAN E. CLERICO, P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF COLORADO NO. 36722

10/25/24
DATE

To request marking of underground facilities



**Know what's below.
Call before you dig.**
Call 811 or visit call811.com
for more information

It is the contractor's responsibility to contact UNCC a minimum of 2 days prior to the start of construction operations.
CWC Consulting Group claims no responsibility for the underground facilities depicted in this plan set.

STRATUS CANYON CREEK, LLC
8480 EAST ORCHARD ROAD
SUITE 1100
GREENWOOD VILLAGE, CO 80111
PHONE: (720) 214-5000
CONTACT: RICHARD DEAN

CANYON CREEK SUBDIVISION FILING NO. 7
TOWN OF ERIE, COLORADO
GENERAL CONSTRUCTION PLANS
COVER SHEET

9360 TEDDY LANE, SUITE 203
LONE TREE, COLORADO 80124
TELEPHONE: 303-395-2700
FAX: 303-395-2701

CWC CONSULTING GROUP
CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION SERVICES

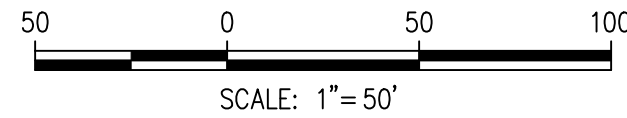
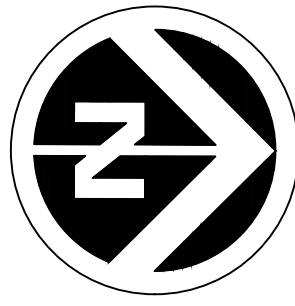
11-20-2023 FINAL COMMENTS
10-03-2023 6TH SUBMITTAL
07-28-2023 5TH SUBMITTAL
05-22-2023 4TH SUBMITTAL
03-01-2023 3RD SUBMITTAL
11-30-2022 TECHNICAL SUBMITTAL
07-26-2022 2ND SUBMITTAL
06-08-2021 1ST SUBMITTAL

Project Number: 130-00091
Designed By: DFL HLM/MLG
Reviewed By: BEC
Sheet Number: 1 of 115

T:\085\STRATUS\CANYON CREEK-FILING\BIL-104-ROAD-SET\PLAN-SET\C7-RD-CO-COVAR.DWG, 10/15/2024, 10:17 AM, HARRISON, MCKITTRICK

NOTES:

1. CONTRACTOR TO MAINTAIN A MINIMUM OF 0.80% GRADE AT FLOWLINE.
2. STATIONING IS STREET CENTERLINE STATIONING UNLESS NOTED OTHERWISE.
3. ELEVATIONS ARE FLOWLINE UNLESS NOTED OTHERWISE.
4. MID BLOCK RAMPS ARE STATIONED AS CENTER OF RAMP AT FLOWLINE.
5. CURB RAMPS SHALL BE CONSTRUCTED PER TOWN OF ERIE DRAWINGS SW8 AND SW10B.
6. CURB/GUTTER AND WALK SHALL BE CONSTRUCTED PER TOWN OF ERIE DRAWING SW2, SW11, SW12, AND SW13B AS SPECIFIED BY THESE PLANS UNLESS NOTED OTHERWISE.
7. CROSS PANS SHALL BE CONSTRUCTED PER TOWN OF ERIE DRAWING SW3 AND SHALL BE 8' OR 10' WIDE AS SPECIFIED ON THESE PLANS.
8. NO WORK ALLOWED WITHIN COLORADO RAILBIKE ADVENTURES (CRBA) LEASED AREA IN RTD ROW WITHOUT PRIOR COORDINATION WITH CRBA AND CONFIRMATION OF APPROVAL IN WRITING FROM CRBA

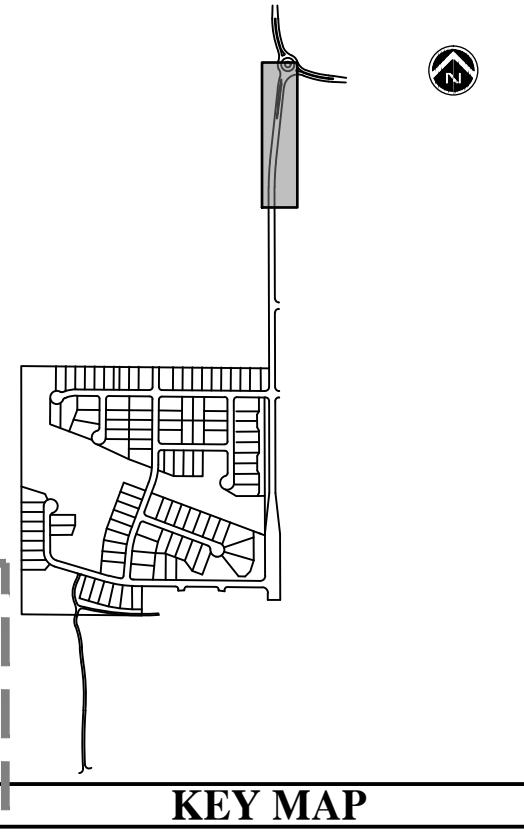


To request marking of underground facilities



**Know what's below.
Call before you dig.**
Call 811 or visit call811.com
for more information

It is the contractor's responsibility to contact UNCC a minimum of 2 days prior to the start of construction operations.
CWC Consulting Group claims no responsibility for the underground facilities depicted in this plan set.



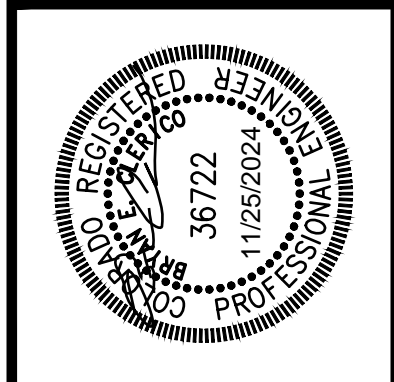
No.	Date	Description
11-20-2023	FINAL COMMENTS	
10-03-2023	6TH SUBMITTAL	
07-28-2023	5TH SUBMITTAL	
05-22-2023	4TH SUBMITTAL	
03-01-2023	3RD SUBMITTAL	
11-30-2022	TECHNICAL SUBMITTAL	
07-26-2022	2ND SUBMITTAL	
06-08-2021	1ST SUBMITTAL	

STRATUS CANYON CREEK, LLC
8480 EAST OSCHAD ROAD
SUITE 1100
GREENWOOD VILLAGE, CO 80111
PHONE: (720) 314-8000
CONTACT: RICHARD DEAN

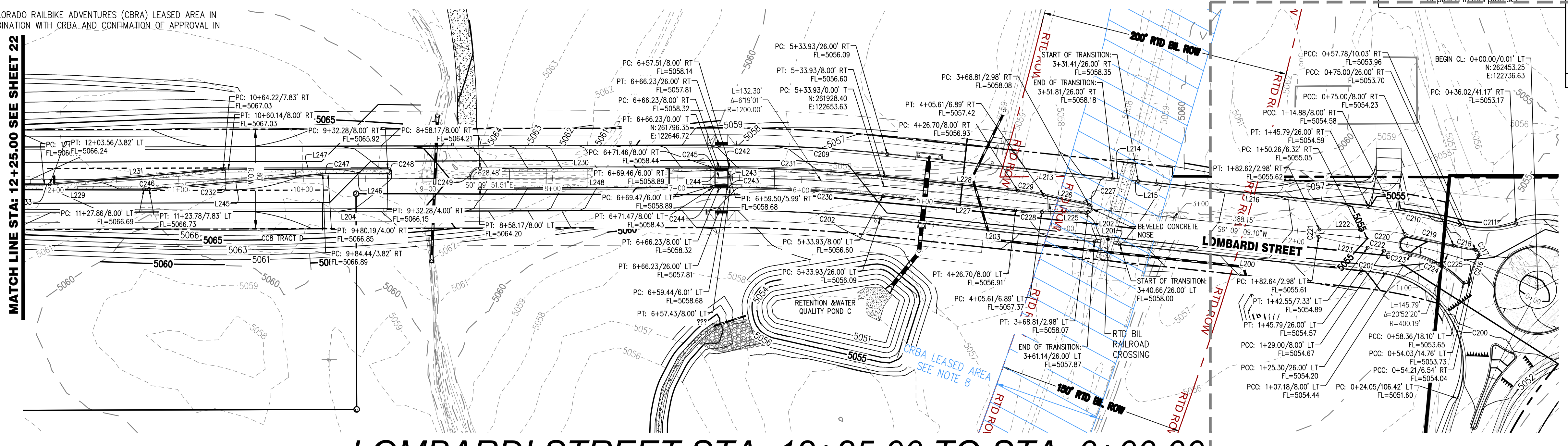
CANYON CREEK SUBDIVISION FILING NO. 7
TOWN OF ERIE, COLORADO
GENERAL CONSTRUCTION PLANS
LOMBARDI STREET STA 12+25.00 TO 0+00.00

9380 TEDDY LANE, SUITE 230
LOVE TREE, COLORADO 80124
TELEPHONE: 303-395-2700
FAX: 303-395-2701

CWC CONSULTING GROUP
CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION SERVICES

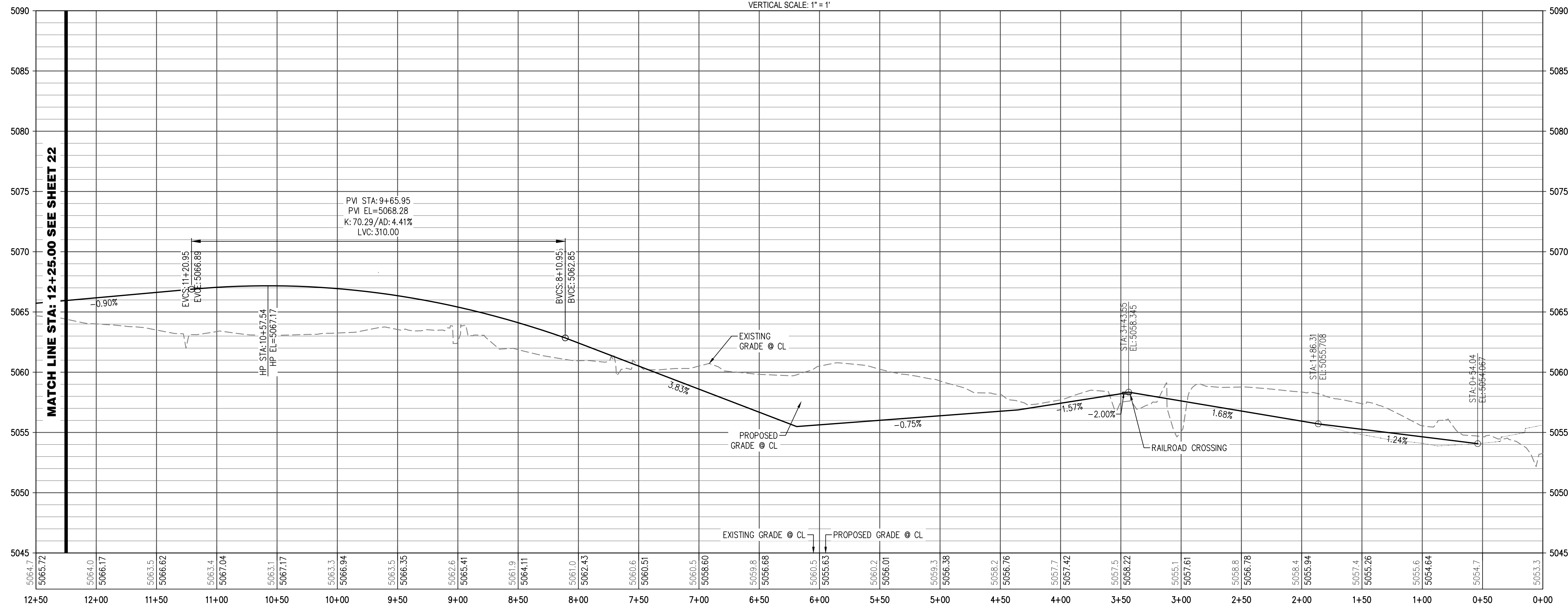


Project Number: **130-00091**
Designed By: **DFL HLM/MLG**
Reviewed By: **BEC**
Sheet Number: **21 of 115**



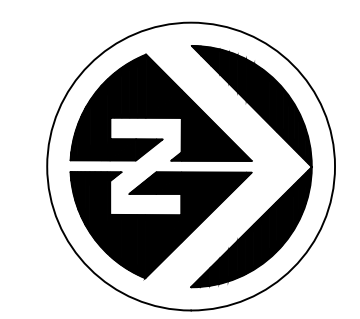
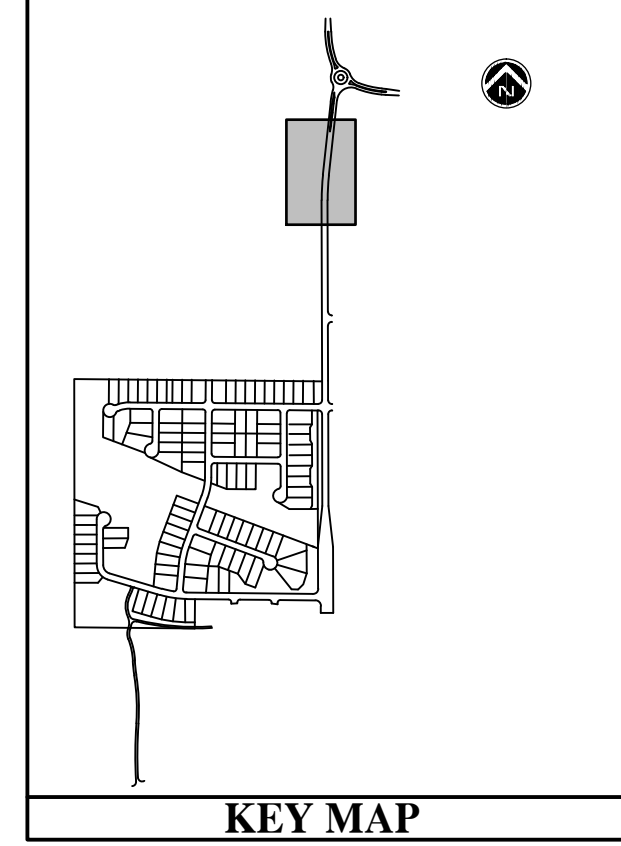
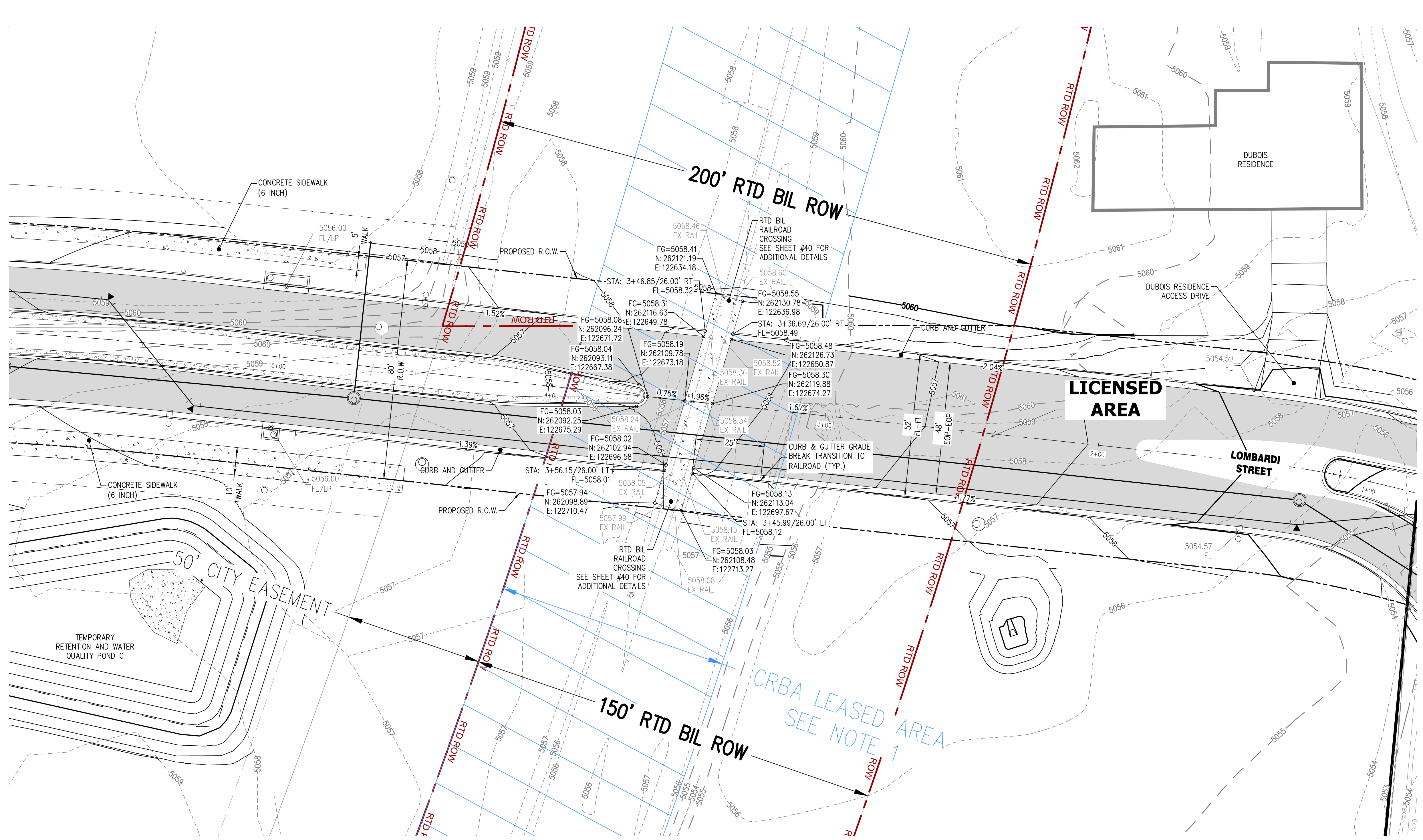
LOMBARDI STREET STA: 12+25.00 TO STA: 0+00.00

HORIZONTAL SCALE: 1" = 10'
VERTICAL SCALE: 1" = 1'



T:\08\STRATUS\CANYON CREEK\TX\EXHIBITS\RD_CROSSING\ROAD SET\PLAN SET\CC7-RTD-CRBA-STR-PROF-DWG. 11/25/2024 9:42 AM. HARRISON MCKITTRICK

T:\DOBES\STRATUS\CANYON CREEK\TX\EXHIBITS\RTD_CROSSING\ROAD_SECTION\SET\PLAN SET\CC7_RTDX_CO-SUBT-RAIL-01.DWG, 11/25/2024, 9:45 AM, HARRISON, MCKITTRICK



NOTES: 1. NO WORK ALLOWED WITHIN COLORADO RAILBIKE ADVENTURES (CBRA) LEASED AREA IN RTD ROW WITHOUT PRIOR CORDINATION WITH CRBA AND CONFIRMATION OF APPROVAL IN WRITING FROM CRBA.

- 1) CONTRACTOR SHALL NOTIFY RTD'S UTILITY ENGINEERING/CONSTRUCTION TEAM (303-299-2811) A FULL TWO (2) WEEKS PRIOR TO CONSTRUCTION...
2) CONTRACTOR SHALL CONTACT RTD'S CLAUDE VIGIL (303-931-8727) A FULL TWO (2) WEEKS PRIOR TO ANY ACCESS FOR MOBILIZATION OR SURVEY WORK...
3) THE CONTRACTOR (ALL WORKERS INCLUDING GENERAL AND SUB-CONTRACTORS) WILL BE REQUIRED TO SUCCESSFULLY COMPLETE THE APPLICABLE RAILROAD SAFETY TRAINING...
4) CONTRACTOR SHALL NOT BEGIN ANY WORK ON OR ACROSS RTD ROW/TRACKS UNTIL RTD HAS ISSUED AND EXECUTED UTILITY AGREEMENT...
5) CONTRACTOR MAY NOT BEGIN WORK UNTIL RTD HAS ISSUED A PRE-CONSTRUCTION RESOLUTION RECORD (PCRR)...
6) TRAFFIC CONTROL PLANS ARE REQUIRED IF WORK HAS THE POTENTIAL OF IMPACTING RTD RAIL AND/OR BUS OPERATIONS...
7) RTD ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS SHOWN ON THESE CONSTRUCTION DRAWINGS...
8) CONTRACTOR SHALL IDENTIFY THE HORIZONTAL LOCATION AND VERTICAL DEPTH OF BNSF/UPRR UNDERGROUND UTILITIES WITHOUT COMPROMISING THE INTEGRITY OF THE RTD OWNED AND BNSF/UPRR OPERATED TRACKS...
9) CONTRACTOR SHALL SURVEY AND SUBMIT THE COMPLETED HORIZONTAL PLAN AND VERTICAL PROFILE TO RTD WITHIN 30 CALENDAR DAYS OF THE COMPLETION OF CONSTRUCTION...
10) CONTRACTOR SHALL CLEARLY MARK UTILITY CROSSING USING A METHOD AGREED UPON BY CONTRACTOR AND RTD AT PRE-CONSTRUCTION MEETING...
11) CATHODIC PROTECTION MUST BE INCLUDED FOR ALL NEW, BURIED, METALLIC, PRESSURIZED, PIPING CROSSING RTD RAILROAD TRACKS...
12) CONTRACTOR MUST HAVE THE FOLLOWING DOCUMENTS ON-SITE DURING CONSTRUCTION AT ALL TIMES...
13) 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.

LEGEND: [Symbol] LIMITS OF ASPHALT PAVEMENT [Symbol] LIMITS OF CONCRETE SIDEWALK (6 INCH)

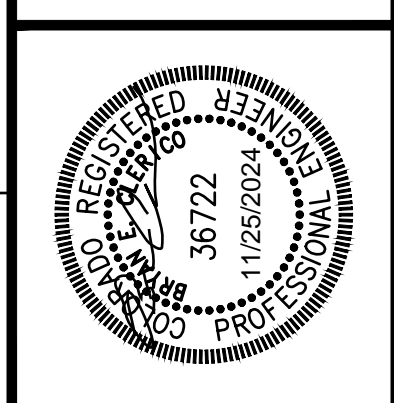
To request marking of underground facilities 811 Know what's below. Call before you dig. Call 811 or visit call811.com for more information

It is the contractor's responsibility to contact UNCC a minimum of 2 days prior to the start of construction operations. CWC Consulting Group claims no responsibility for the underground facilities depicted in this plan set.

Table with columns: No., Date, Description. Includes revision history for STRATUS CANYON CREEK, LLC.

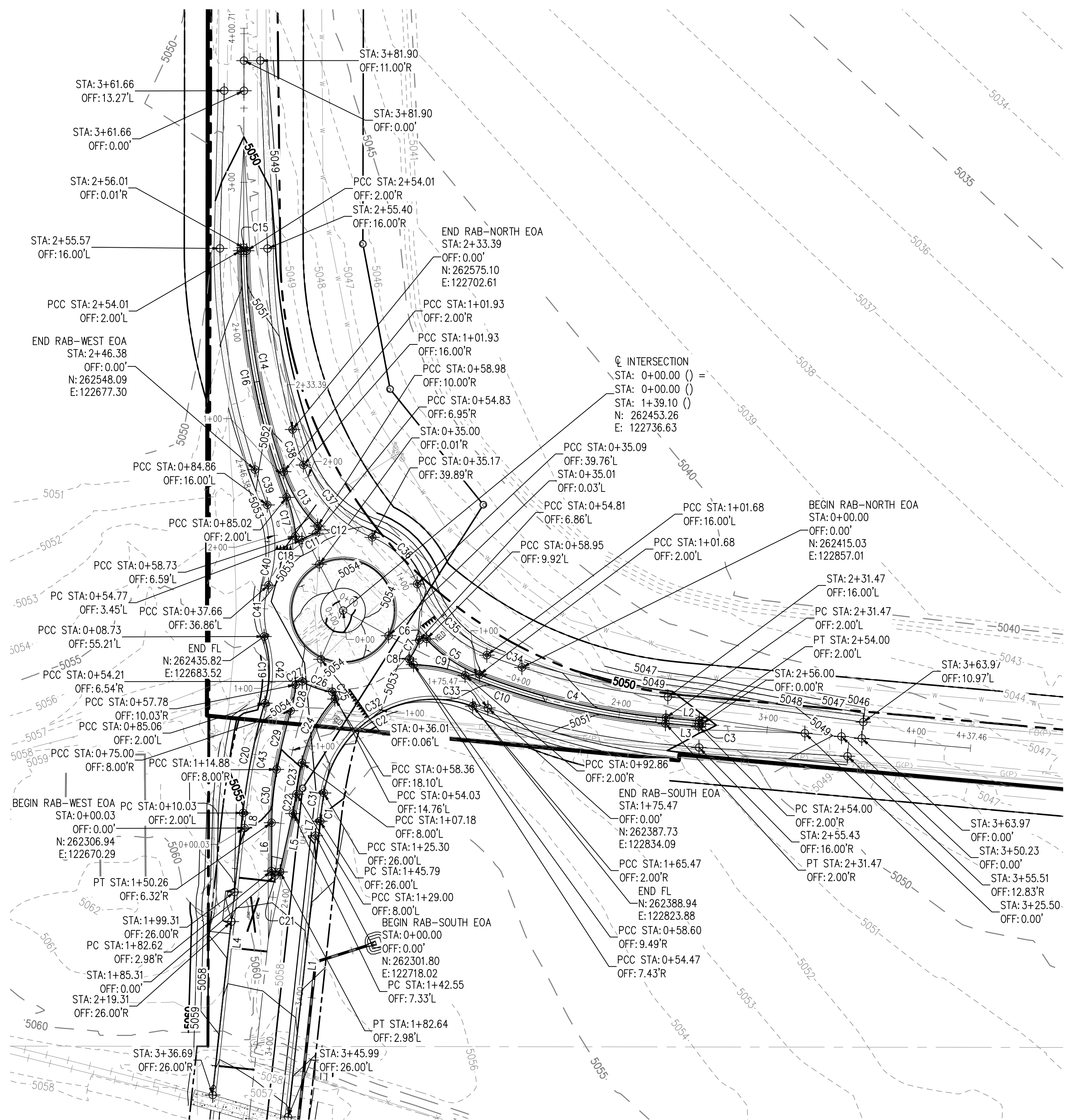
CANYON CREEK SUBDIVISION FILING NO. 7 TOWN OF ERIE, COLORADO GENERAL CONSTRUCTION PLANS RAILROAD CROSSING GRADING

CWC CONSULTING GROUP CIVIL ENGINEERING · LAND SURVEYING · CONSTRUCTION SERVICES. Includes contact information for 9380 TEDDY LANE, SUITE 230, LOVE TREE, COLORADO 80124.



Project Number: 130-00091 Drawn By: DFL HLM/MLG Reviewed By: BEC Sheet Number: 30 of 115

T:\085\STRATUS\CANYON CREEK-FLEXIBILITY\RD_CROSSING\ROAD SET\PLAN SET\C7.RD-C7-RAB-FRCC-HORZ.DWG, 9/4/2024, 10:48 AM, HARRISON MCKATTRICK

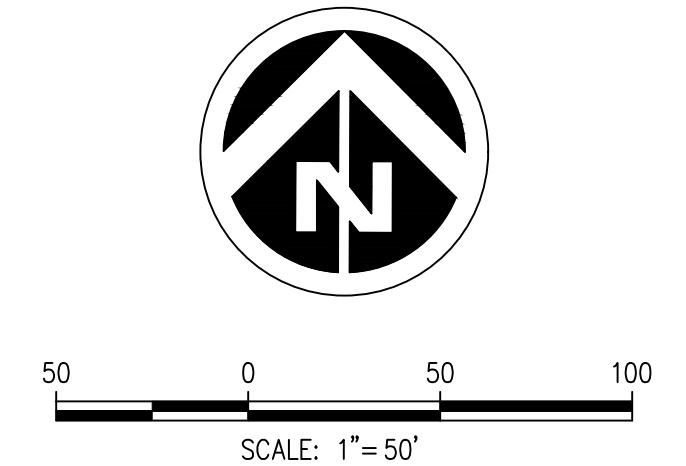
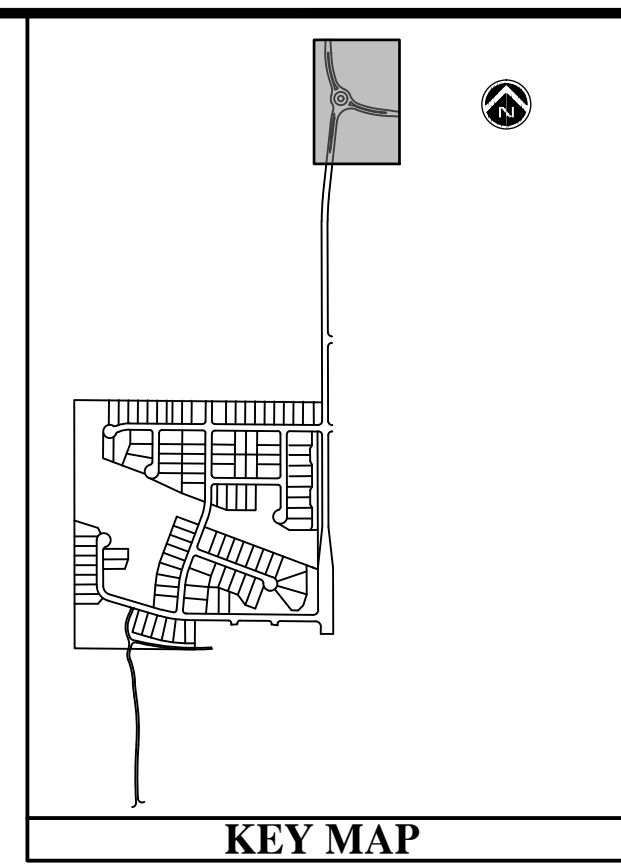


EOA LINE AND CURVE

LINE TABLE: ALIGNMENTS					CURVE TABLE: ALIGNMENTS					
LINE #	LENGTH	DIRECTION	START POINT	END POINT	CURVE #	RADIUS	LENGTH	CHORD DIRECTION	START POINT	END POINT
L7	10.00	N6° 09' 09.10"E	(122718.02,262301.80)	(122719.09,262311.74)	C34	459.00	25.00	N70° 43' 57.63"W	(122857.01,262415.03)	(122833.41,262423.28)
L8	10.00	N6° 09' 09.10"E	(122670.29,262306.94)	(122671.37,262316.88)	C35	80.00	69.10	N44° 25' 40.23"W	(122833.41,262423.28)	(122786.53,262471.11)
					C36	53.00	44.99	N44° 00' 13.11"W	(122786.53,262471.11)	(122756.20,262502.51)
					C37	80.00	69.29	N43° 30' 34.12"W	(122756.20,262502.51)	(122709.97,262551.21)
					C38	459.00	25.00	N17° 08' 04.85"W	(122709.97,262551.21)	(122702.61,262575.10)
					C31	376.00	19.26	N7° 37' 11.27"E	(122719.09,262311.74)	(122721.64,262330.82)
					C32	77.00	136.22	N59° 45' 58.63"E	(122721.64,262330.82)	(122824.57,262390.81)
					C33	598.50	10.00	S72° 03' 09.42"E	(122824.57,262390.81)	(122834.09,262387.73)
					C39	491.00	25.00	N19° 16' 35.25"W	(122834.09,262387.73)	(122677.30,262548.09)
					C40	80.00	55.24	N0° 57' 19.95"W	(122677.30,262548.09)	(122685.56,262524.49)
					C41	63.98	34.36	N1° 44' 36.19"E	(122685.56,262524.49)	(122686.46,262470.36)
					C42	79.00	46.72	N0° 38' 56.82"W	(122686.46,262470.36)	(122685.43,262436.42)
					C43	424.00	75.03	N11° 13' 19.71"E	(122671.37,262316.88)	(122685.95,262390.38)

FL LINE AND CURVE

LINE TABLE			CURVE TABLE				CURVE TABLE			
LINE #	LENGTH	DIRECTION	CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
L1	194.87	S6° 09' 09.10"W	C1	19.16	374.00	2.93	C21	8.79	3.00	167.89
L2	22.53	S84° 49' 37.95"E	C2	132.68	75.00	101.36	C22	13.32	200.00	3.81
L3	22.53	N84° 49' 37.95"W	C3	6.28	2.00	180.00	C23	21.38	392.00	3.13
L4	185.62	S6° 09' 09.10"W	C4	129.24	473.00	15.66	C24	48.86	90.00	31.11
L5	40.26	N12° 22' 20.17"E	C5	43.30	94.00	26.39	C25	6.55	3.00	125.16
L6	32.53	S0° 15' 41.22"W	C6	6.07	3.00	115.91	C26	21.45	55.00	22.34
			C7	13.74	55.00	14.32	C27	5.99	3.00	114.39
			C8	6.58	3.00	125.74	C28	17.75	95.00	10.71
			C9	35.85	94.00	21.85	C29	40.68	408.00	5.71
			C10	139.20	477.00	16.72	C30	36.02	200.00	10.32
			C11	10.42	55.00	10.86				
			C12	6.07	3.00	115.91				
			C13	43.53	94.00	26.53				
			C14	151.44	473.00	18.34				
			C15	6.28	2.00	180.00				
			C16	169.70	477.00	20.38				
			C17	27.01	94.00	16.46				
			C18	6.07	3.00	115.91				
			C19	45.53	77.00	33.88				
			C20	75.39	426.00	10.14				



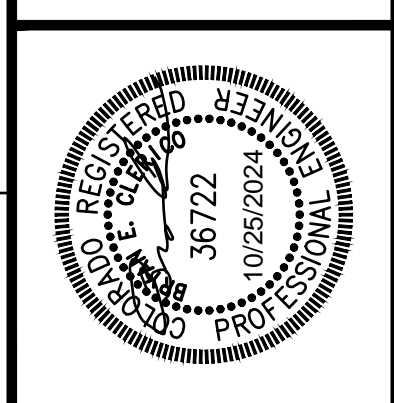
No.	Date	Description
11-20-2023		FINAL COMMENTS
10-03-2023		6TH SUBMITTAL
07-28-2023		5TH SUBMITTAL
05-22-2023		4TH SUBMITTAL
09-01-2022		3RD SUBMITTAL
11-30-2021		TECHNICAL SUBMITTAL
07-26-2021		2ND SUBMITTAL
06-08-2021		1ST SUBMITTAL

STRATUS CANYON CREEK, LLC
 8485 EAST OSCHADES ROAD
 SUITE 1100
 GREENWOOD VILLAGE, CO 80111
 PHONE: (720) 914-8000
 CONTACT: RICHARD DEAN

CANYON CREEK SUBDIVISION FILING NO. 7
TOWN OF ERIE, COLORADO
GENERAL CONSTRUCTION PLANS
RAB HORIZONTAL CONTROL AND GRADING

CWC CONSULTING GROUP
 CIVIL ENGINEERING · LAND SURVEYING · CONSTRUCTION SERVICES

9380 TEDDY LANE, SUITE 230
 LOVE TREE, COLORADO 80124
 TELEPHONE: 303-395-2700
 FAX: 303-395-2701



To request marking of underground facilities

811

Know what's below. Call before you dig.
 Call 811 or visit call811.com for more information

It is the contractor's responsibility to contact UNCC a minimum of 2 days prior to the start of construction operations. CWC Consulting Group claims no responsibility for the underground facilities depicted in this plan set.

Project Number: **130-00091**
 Designed By: **DFL HLM/MLG**
 Drawn By: **BEC**
 Reviewed By: **BEC**
 Sheet Number: **31 of 115**

DOCUMENT AMENDMENTS

T:\085\STRATUS\CANYON CREEK-FLEXIBILITIES\RTD-CROSSING\ROAD SET\PLAN SET\CC7_RTDX-CD-SIGNAGE STRIPING.DWG, 11/25/2024, 9:40 AM, HARRISON MCKITTRICK

SEE SHEET 36

1 INSTALL STREET LIGHT COORDINATE WITH UNITED POWER UNITED POWER TO INSTALL ALL FIXTURES

2 STOP R1-1 (30"x30")

3 SPEED LIMIT 25 R2-1 (24"x30")

3A SPEED LIMIT 35 R2-1 (24"x30")

4 BICYCLE PAVEMENT MARKING

7 4" DOUBLE SOLID YELLOW LINE

8 12' ELONGATED TURN ARROW--PREFORMED

9 ONLY "ONLY" LETTERING--PREFORMED

10

5 TYPICAL STREET NAME SEE DETAILS ST15A & ST15B SEE SHEET 103

6 TRAIL CROSSING W11-15P PEDESTRIAN--ACTUATED RECTANGULAR RAPID-FLASHING BEACONS DIAGONAL DOWNWARD ARROW (W16-7PL) PLAQUE PEDESTRIAN PUSHBUTTON DETECTOR PUSH BUTTON TO TURN ON WARNING LIGHTS (R10-25) SIGN

11 EXEMPT 24W10-1aP (12"x24")

12 RAIL SING CROSSROAD 24R15-3P

13 YIELD 36R2-1 (36")

14 EXEMPT 24R15-3P (12"x24")

16 R4-7 (24"x30")

14A INSTALL SCHOOL FLASHING BEACON COORDINATE WITH UNITED POWER

KEY MAP

SCALE: 1" = 80'

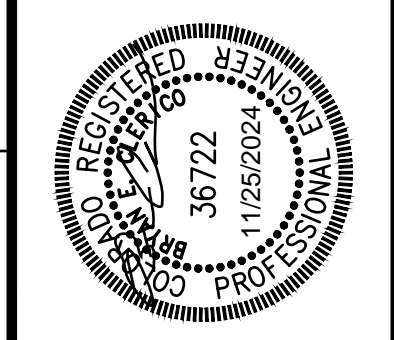
No.	Date	Description
11-20-2023		FINAL COMMENTS
10-03-2023		6TH SUBMITTAL
07-28-2023		5TH SUBMITTAL
05-22-2023		4TH SUBMITTAL
03-01-2023		3RD SUBMITTAL
11-30-2022		TECHNICAL SUBMITTAL
07-26-2022		2ND SUBMITTAL
06-08-2021		1ST SUBMITTAL

STRATUS CANYON CREEK, LLC
 8480 EAST OSCHADES ROAD
 SUITE 1100
 GREENWOOD VILLAGE, CO 80111
 PHONE: (720) 314-8000
 CONTACT: RICHARD DEAN

CANYON CREEK SUBDIVISION FILING NO. 7
 TOWN OF ERIE, COLORADO
 GENERAL CONSTRUCTION PLANS
 SIGNAGE STRIPING PLAN

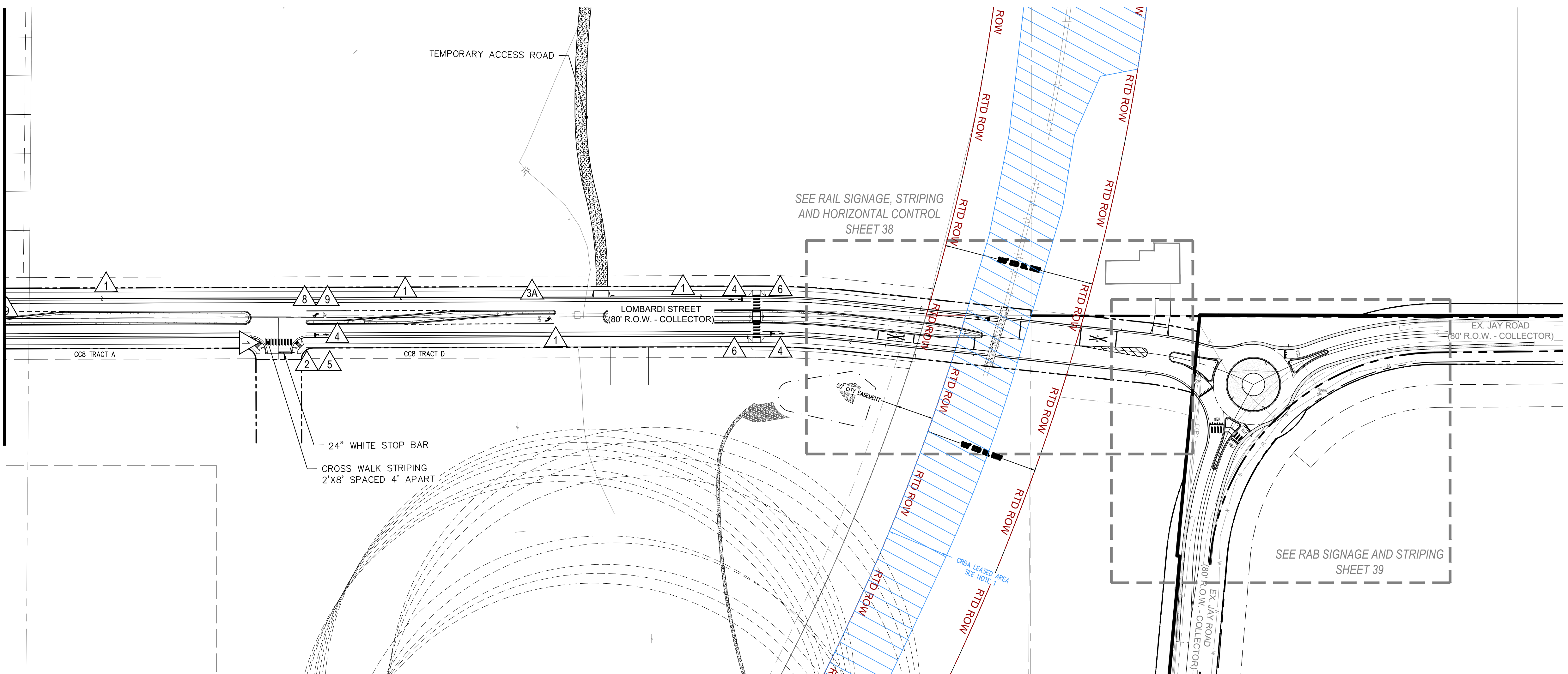
8380 TEDDY LANE, SUITE 230
 LOVE TREE, COLORADO 80124
 TELEPHONE: 303-395-2700
 FAX: 303-395-2701

CWC CONSULTING GROUP
 CIVIL ENGINEERING · LAND SURVEYING · CONSTRUCTION SERVICES



Project Number: 130-00091
 Designed By: DFL
 Drawn By: HLM/MLG
 Reviewed By: BEC
 Sheet Number: 37 of 115

NOTES:
 1. NO WORK ALLOWED WITHIN COLORADO RAILBIKE ADVENTURES (CBRA) LEASED AREA IN RTD ROW WITHOUT PRIOR CORDINATION WITH CRBA AND CONFIRMATION OF APPROVAL IN WRITING FROM CRBA.



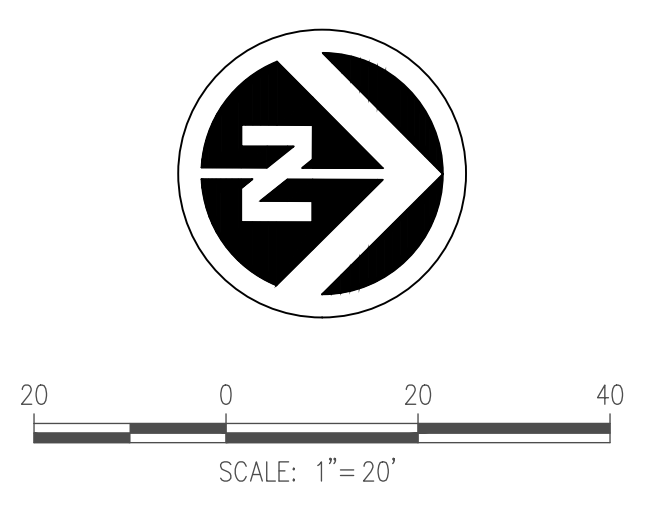
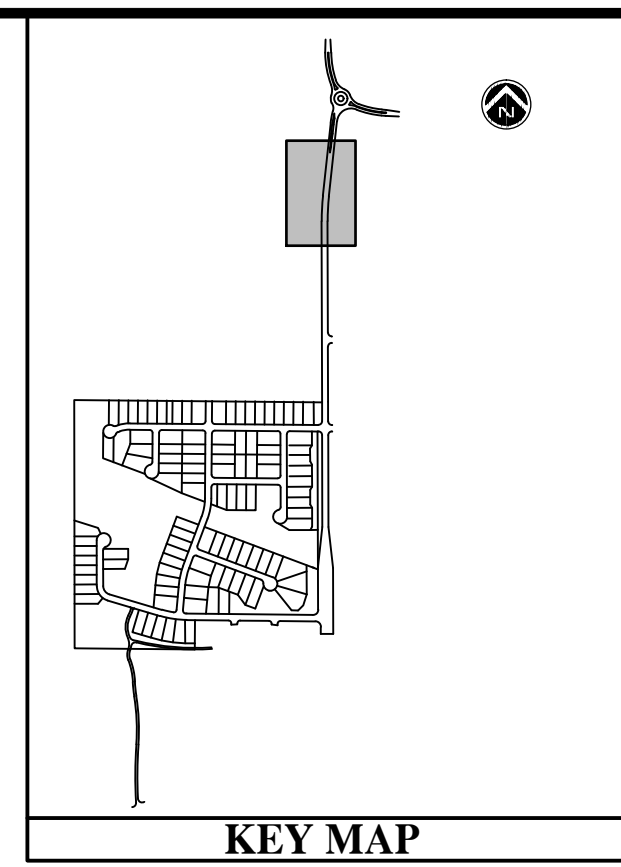
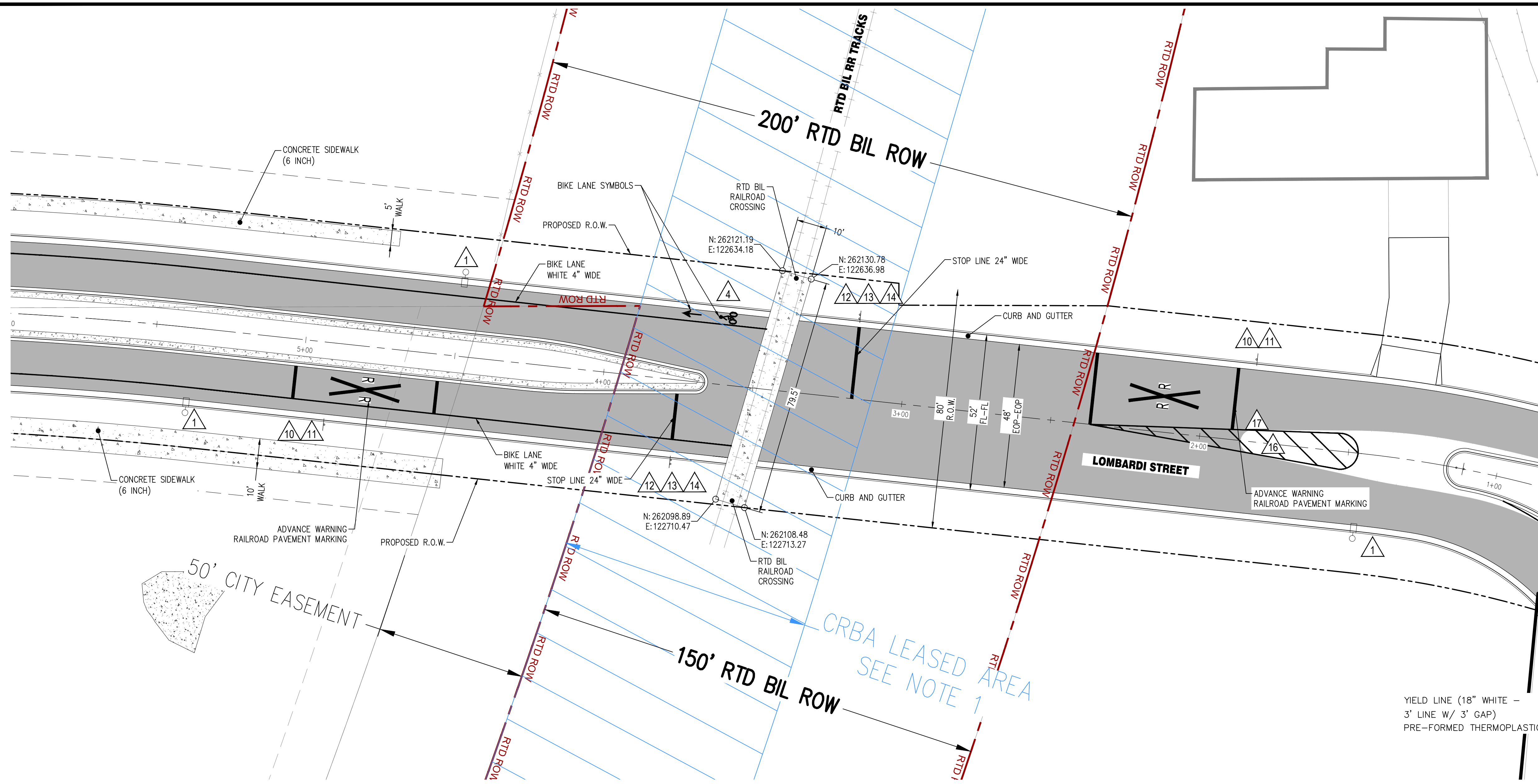
To request marking of underground facilities

811

Know what's below.
 Call before you dig.
 Call 811 or visit call811.com for more information

It is the contractor's responsibility to contact UNCC a minimum of 2 days prior to the start of construction operations. CWC Consulting Group claims no responsibility for the underground facilities depicted in this plan set.

T:\005\STRATUS\CANYON CREEK-FLEXIBILITIES\RD-CROSSING\ROAD SET\PLAN SET\C7_RTD-CO-SIG-HELD.DWG, 11/25/2024, 9:45 AM, HARRISON MCKITTRICK



- | | | | | | |
|---|----------------------------------------------------------------------------------------------|----|------------------------------------------------------------------------------------------|----|-----------------------------------------|
| 1 | INSTALL STREET LIGHT
COORDINATE WITH UNITED POWER
UNITED POWER TO INSTALL ALL FIXTURES | 7 | 4" DOUBLE SOLID YELLOW LINE | 11 | EXEMPT
24W10-1aP
(12"x24") |
| 2 | | 8 | 12' ELONGATED TURN
ARROW-PREFORMED | 12 | |
| 3 | | 9 | ONLY "ONLY" LETTERING-PREFORMED | 13 | |
| 4 | | 10 | | 14 | EXEMPT
24R15-3P
(12"x24") |
| 5 | TYPICAL STREET NAME
SEE DETAILS ST15A & ST15B
SEE SHEET 103 | 11 | EXEMPT
24W10-1aP
(12"x24") | 17 | YELLOW SAFE HIT DELINEATOR |
| | | 12 | TRAIL CROSSING W11-15P | 18 | YIELD SHARKS TOOTH
MARKERS - 24"x36" |
| | | 13 | PEDESTRIAN-ACTUATED RECTANGULAR
RAPID-FLASHING BEACONS | | |
| | | 14 | DIAGONAL DOWNWARD ARROW (W16-7PL)
PLAQUE | | |
| | | 15 | PEDESTRIAN PUSHBUTTON DETECTOR
PUSH BUTTON TO TURN ON WARNING
LIGHTS (R10-25) SIGN | | |
| | | 16 | | | |

- LEGEND:**
- LIMITS OF ASPHALT PAVEMENT
 - LIMITS OF CONCRETE SIDEWALK (6 INCH)

NOTES:

- NO WORK ALLOWED WITHIN COLORADO RAILBIKE ADVENTURES (CBRA) LEASED AREA IN RTD ROW WITHOUT PRIOR COORDINATION WITH CBRA AND CONFIRMATION OF APPROVAL IN WRITING FROM CBRA.

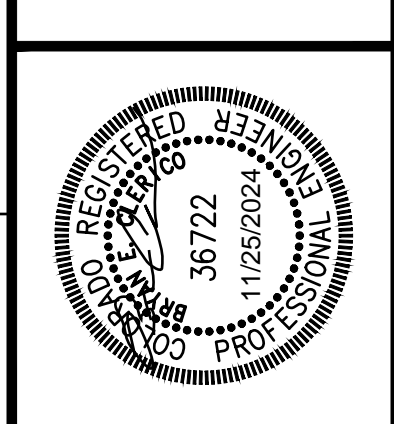
DOCUMENT AMENDMENTS	
No.	Date
11-20-2023	FINAL COMMENTS
10-03-2023	6TH SUBMITTAL
07-28-2023	5TH SUBMITTAL
05-22-2023	4TH SUBMITTAL
03-01-2023	3RD SUBMITTAL
11-30-2022	TECHNICAL SUBMITTAL
07-26-2022	2ND SUBMITTAL
06-08-2021	1ST SUBMITTAL

STRATUS CANYON CREEK, LLC
 8489 EAST OSCHADES ROAD
 SUITE 1100
 GREENWOOD VILLAGE, CO 80111
 PHONE: (720) 314-8000
 CONTACT: RICHARD DEAN

CANYON CREEK SUBDIVISION FILING NO. 7
 TOWN OF ERIE, COLORADO
 GENERAL CONSTRUCTION PLANS
 RAIL SIGNAGE, STRIPING AND
 HORIZONTAL CONTROL

9380 TEDDY LANE, SUITE 230
 LOVE TREE, COLORADO 80124
 TELEPHONE: 303-395-2700
 FAX: 303-395-2701

CWC CONSULTING GROUP
 CIVIL ENGINEERING · LAND SURVEYING ·
 CONSTRUCTION SERVICES

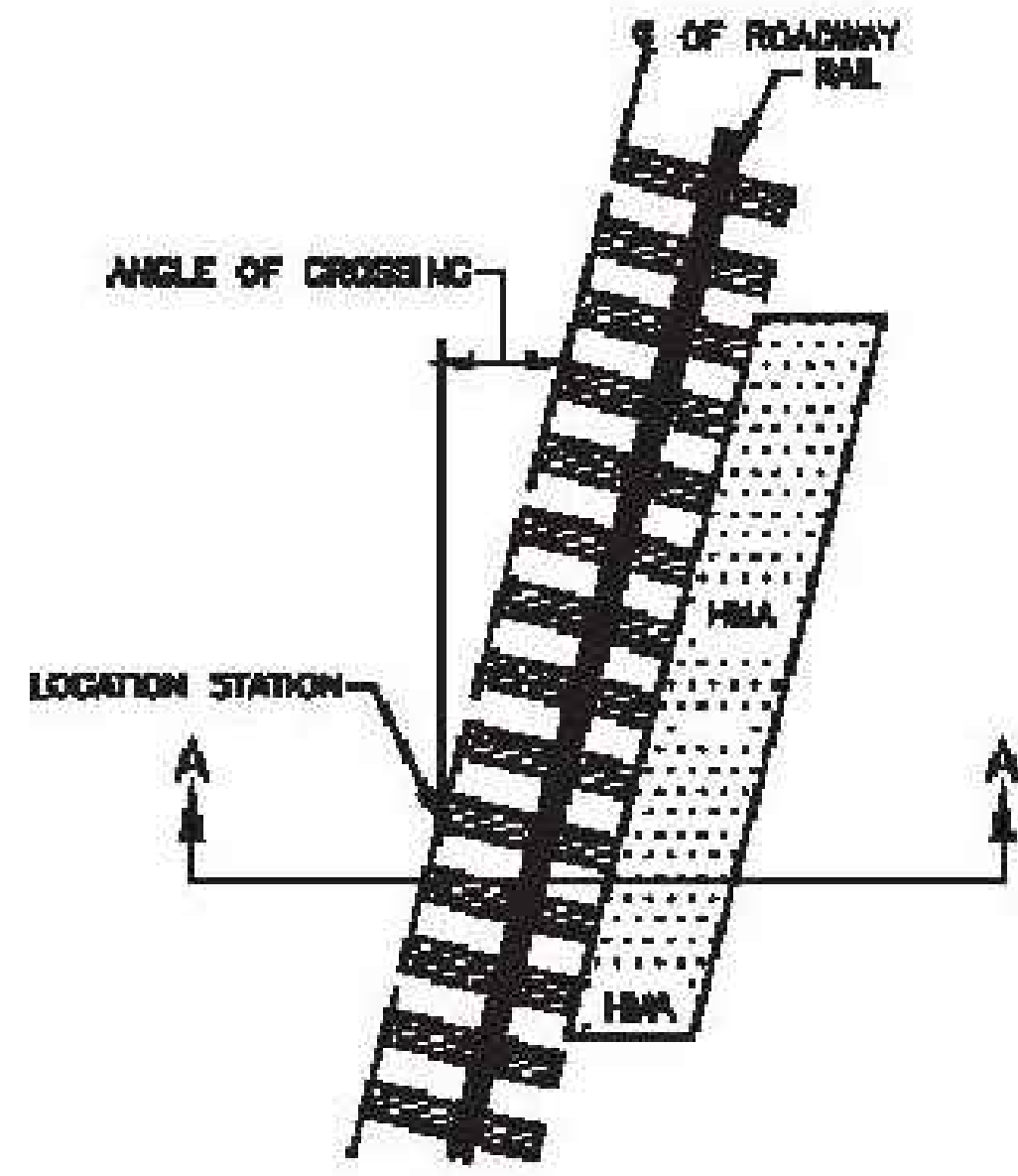


To request marking of underground facilities

**Know what's below.
Call before you dig.**
 Call 811 or visit call811.com
 for more information

It is the contractor's responsibility to contact UNCC a minimum of 2 days prior to the start of construction operations. CWC Consulting Group claims no responsibility for the underground facilities depicted in this plan set.

Project Number: 130-00091
 Designed By: DFL HLM/MLG
 Drawn By: BEC
 Reviewed By: BEC
 Sheet Number: 38 of 115



**TYPICAL PLAN
RAILROAD CROSSING MATERIAL
AT ASPHALT PAVEMENT DETAIL**

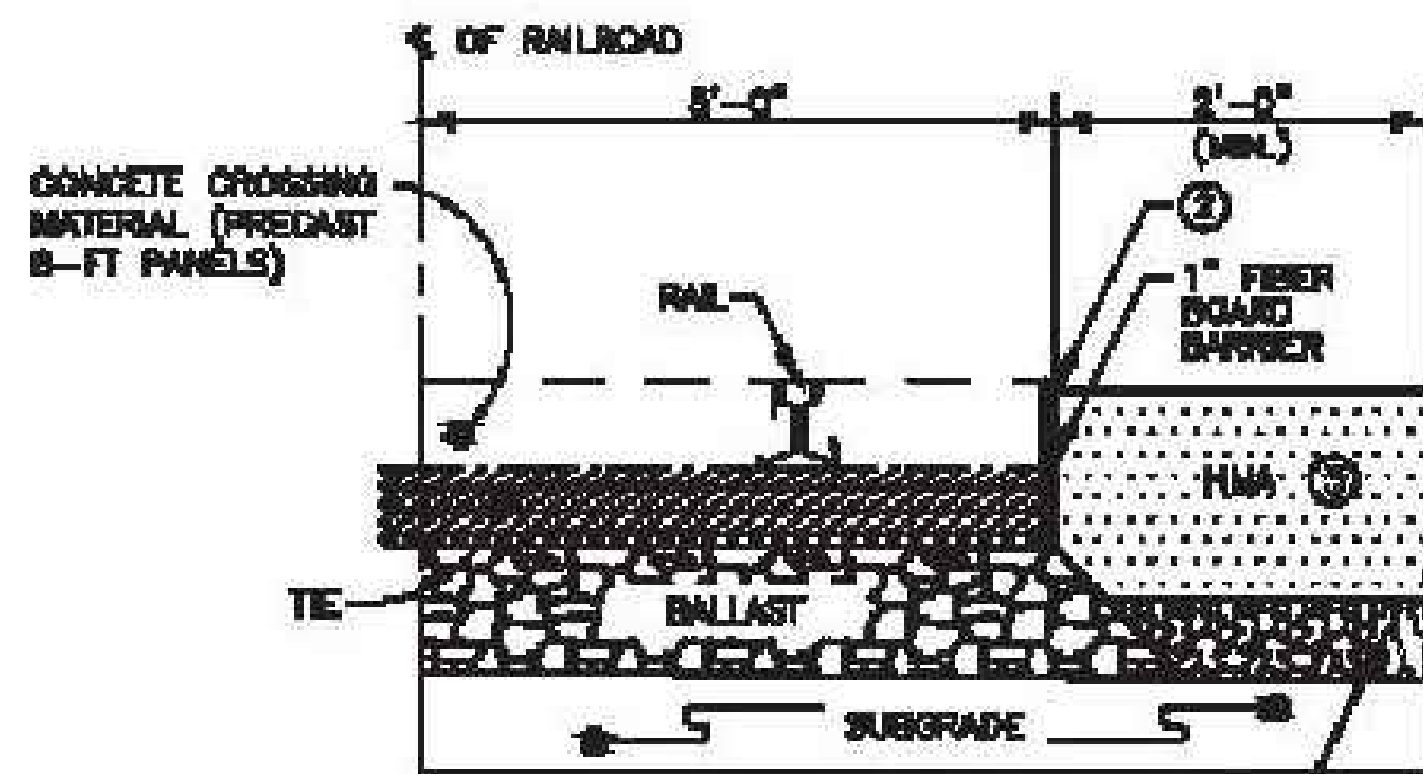
NOT TO SCALE

NOTES:

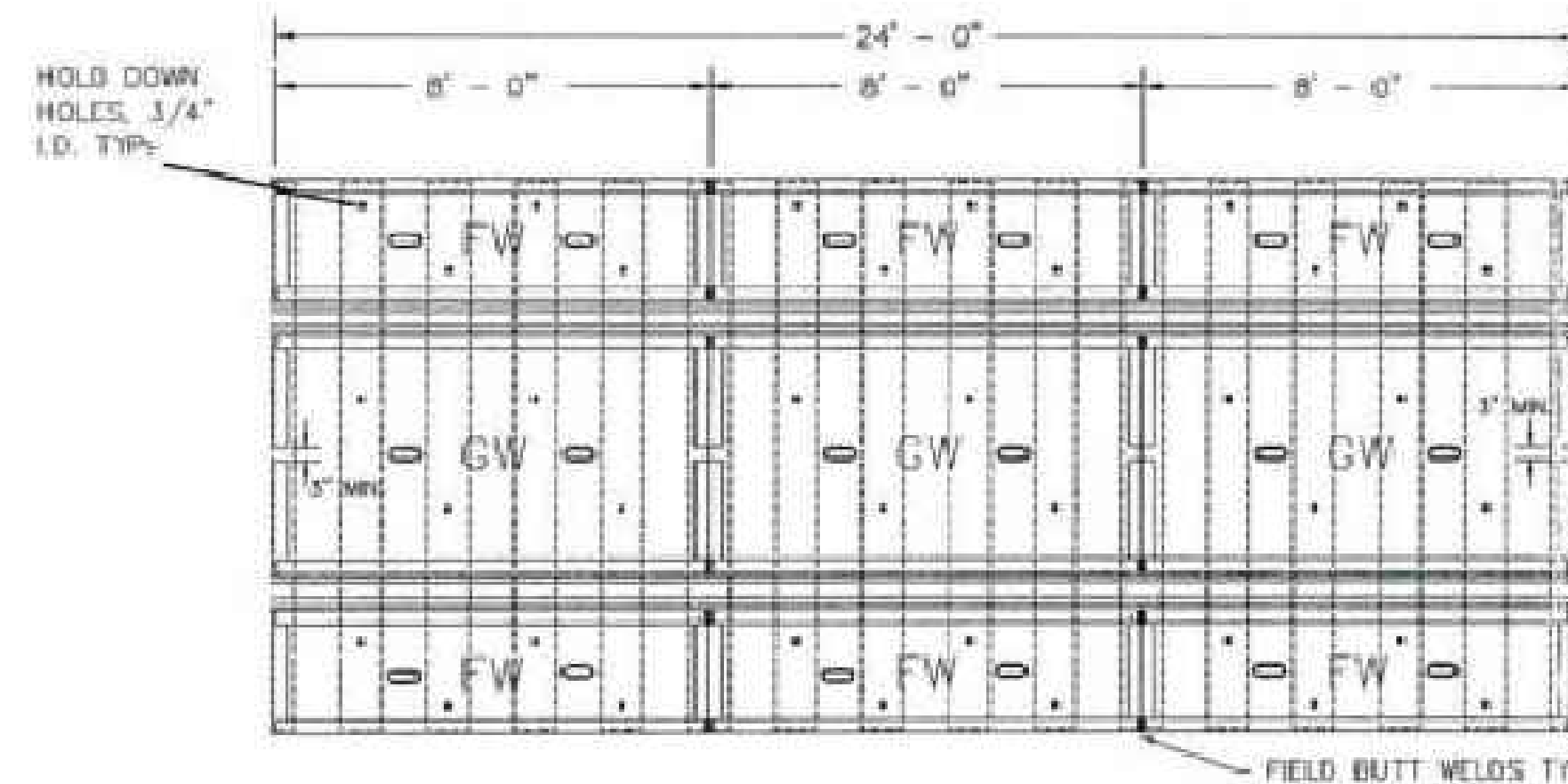
1. PREFORMED EXPANSION JOINT FILLER MAY BE USED IN PLACE OF 1" FIBER BOARD BARRIER WITH APPROVAL FROM THE ENGINEER.
2. COST OF HMA IS INCLUDED IN THE COST OF ITEM 403 HOT MIX ASPHALT, TON.
3. AGGREGATE BASE COURSE (CL. 6) SHALL BE PAID FOR AS 304 AGGREGATE BASE COURSE (CLASS 6), CUBIC YARD.

DETAIL:

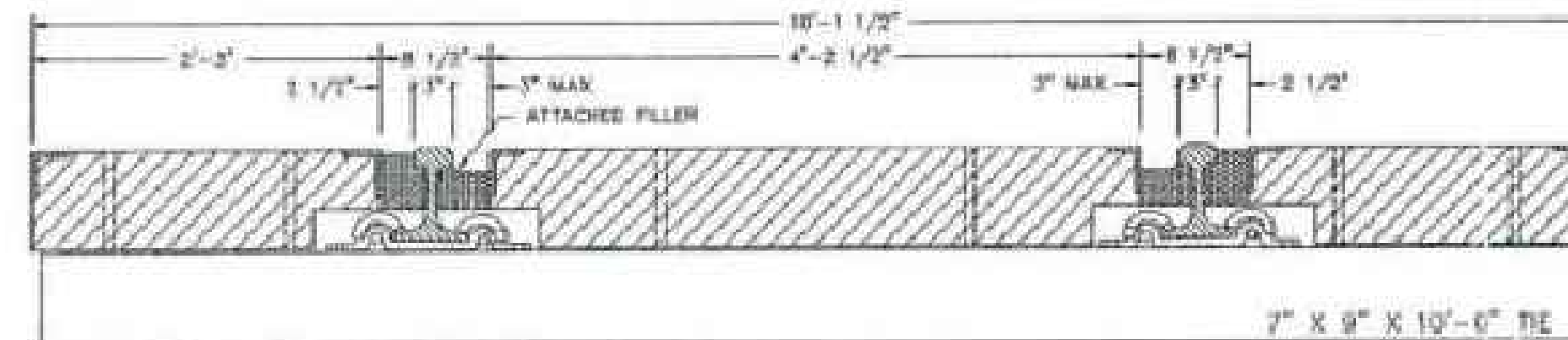
- ① SUBBASE ABC (CL.6) MEETING COOT SPECIFICATIONS.
- ② FOR EXISTING CROSSINGS, PAVEMENT ELEVATION SHALL BE LEVEL TO 1/2" BELOW TOP OF RAIL.
- ③ HMA SHALL BE PAVEMENT SECTION DEFINED IN THE PLAN DETAILS.



SECTION A-A
NOT TO SCALE



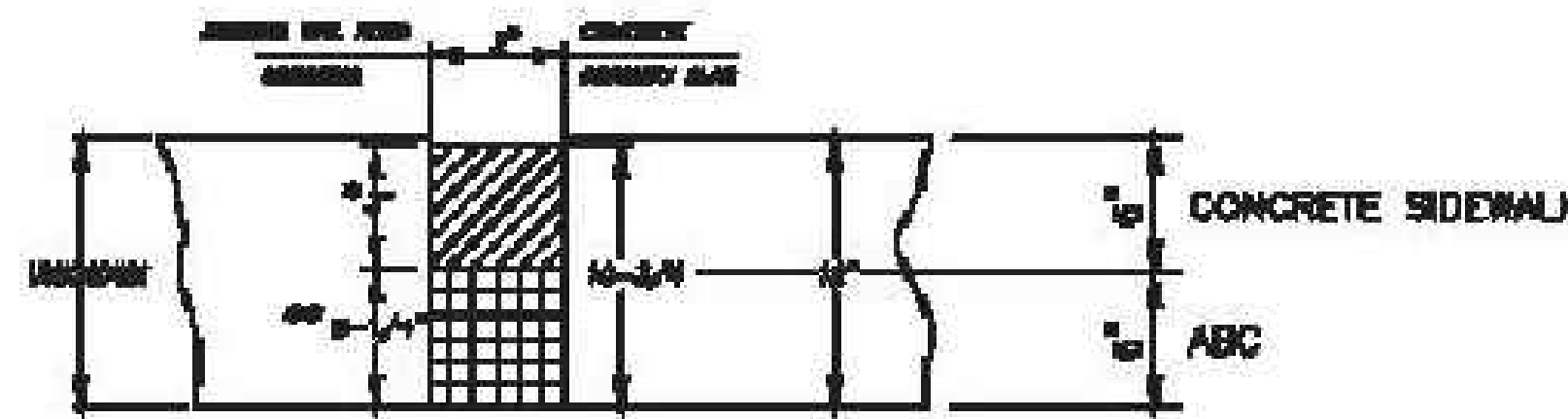
PLAN VIEW OF 24' CROSSING
TIE SPACING AT 19 3/16"



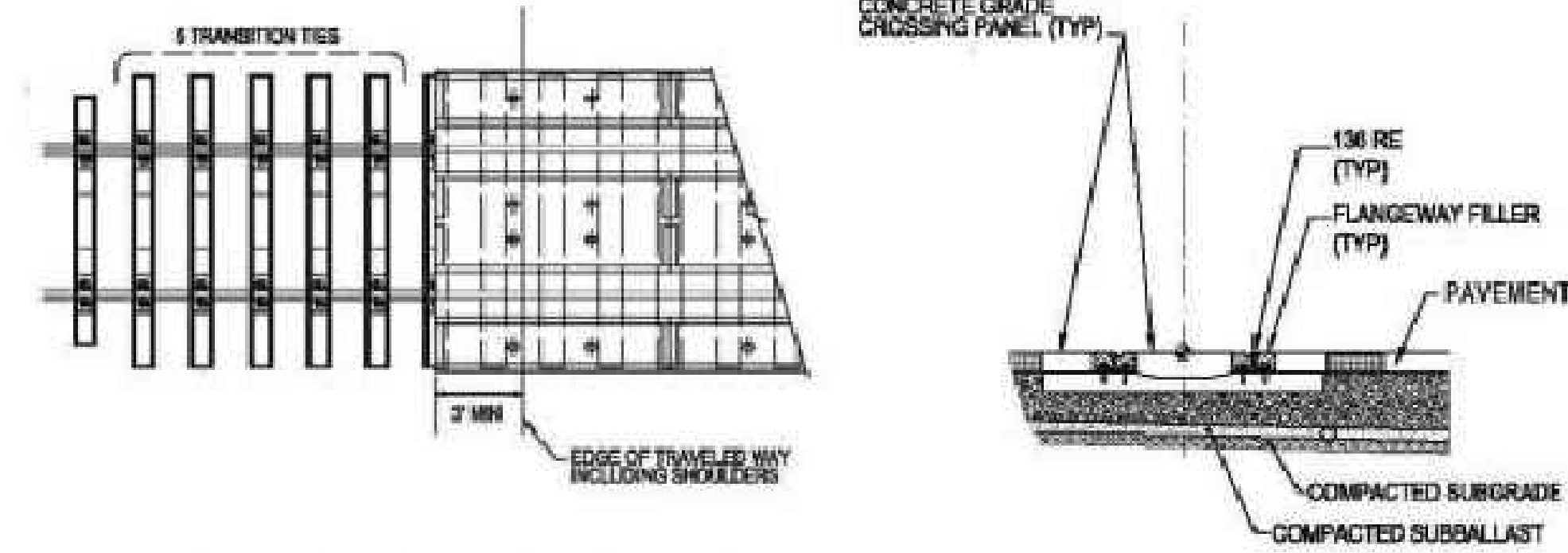
CROSS SECTIONAL (SHUNT RESISTANT) STEEL CLAD

NOTES:

1. + 2" WIDE X 3" DEEP CHEMICALLY RESISTANT NEOPRENE JOINT SEAL.
2. ** PREFORMED EXPANSION JOINT FILLER AS APPROVED BY THE ENGINEER.
3. ALL COST ASSOCIATED WITH THE REQUIREMENTS OF THESE DETAILS SHALL BE INCLUDED IN THE COST OF ITEM 808 CONCRETE SIDEWALK (6 INCH), SY.
4. THE DETAIL SHOWN HERE SHALL APPLY TO THE RAILROAD CROSSING THAT IS TO RECEIVE CONCRETE SIDEWALK INSTALLATION AS PART OF THIS PROJECT.



**RAILROAD CROSSING MATERIAL
AT SIDEWALK DETAIL**
NOT TO SCALE

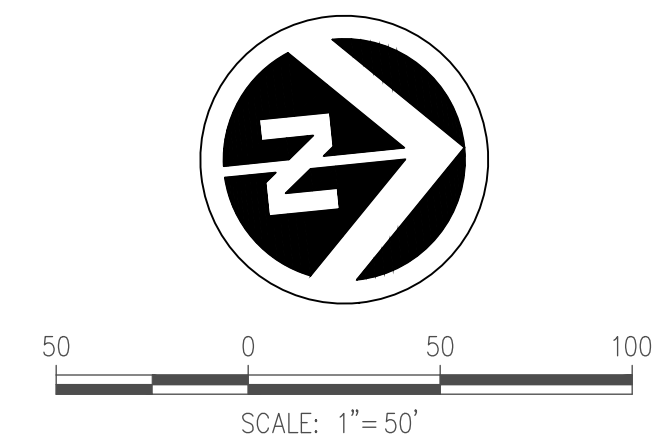
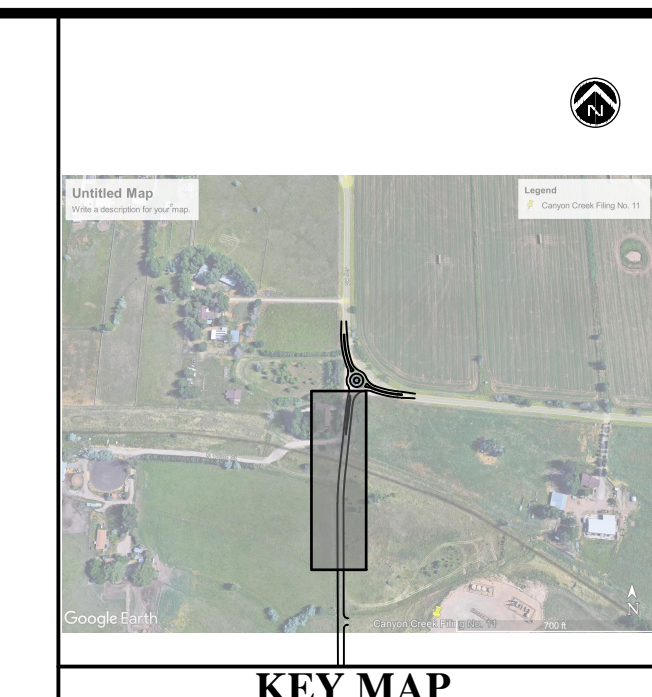
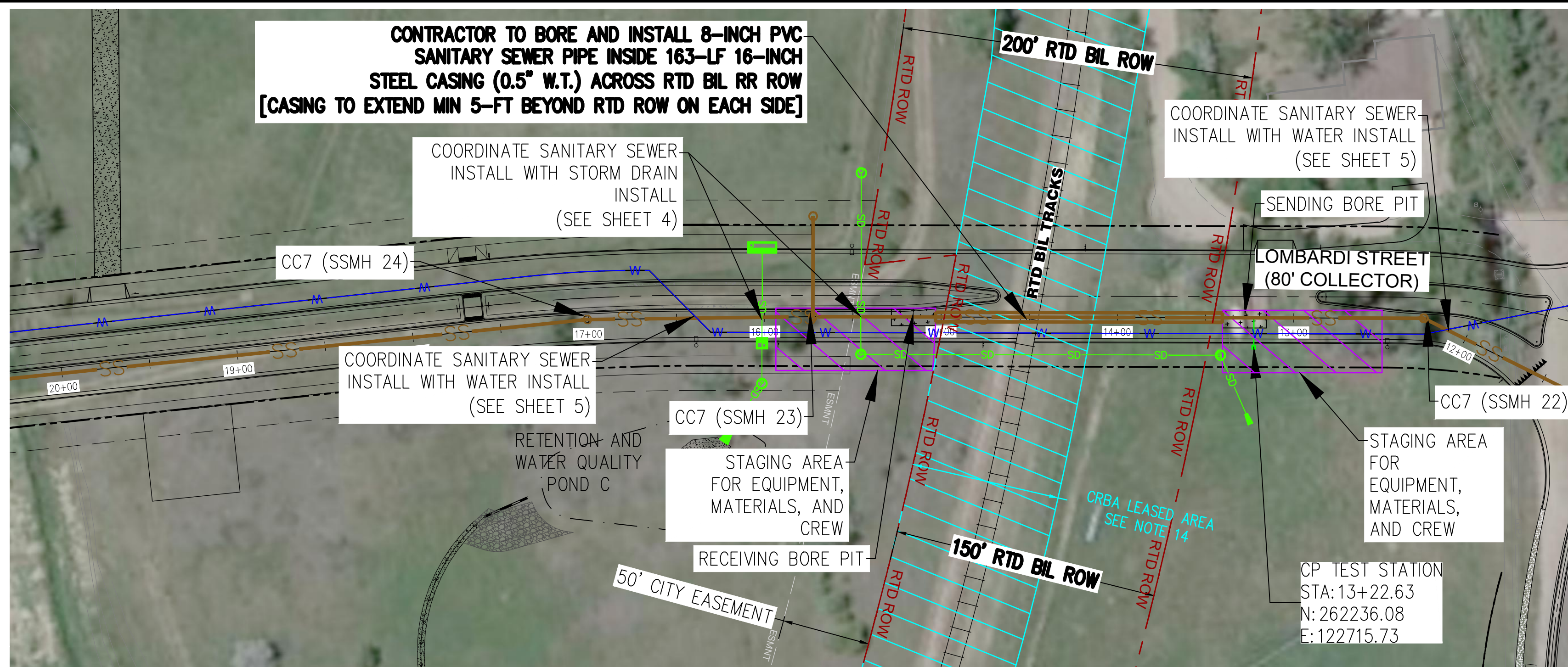


RAILROAD GRADE CROSSING NOTES:

1. THIS WORK CONSISTS OF THE CONSTRUCTION OF AN 80 LINEAR FOOT AT-GRADE RAILROAD CROSSING IN ACCORDANCE WITH THE REGIONAL TRANSPORTATION DISTRICT (RTD) DESIGN GUIDELINES & CRITERIA, COMMUTER RAIL DESIGN CRITERIA, SECTION 4-TRACK GEOMETRY AND TRACKWORK, APRIL 2006, AND ALL SUBSEQUENT SUPPLEMENTS.
2. MATERIALS SHALL INCLUDE ALL RAIL, CLIPS, PLATES, TIES, CROSSING MATERIAL, BALLAST ROCK MATERIAL, SUBBALLAST MATERIAL, IF NEEDED, AND ALL OTHER ITEMS AND APPURTENANCES TO CONSTRUCT THE AT GRADE RAILROAD CROSSING COMPLETE IN PLACE, AND SHALL BE PAID FOR AS 611 RAILROAD GRADE CROSSING, LF.
3. SUBBALLAST SHALL BE TESTED TO CONFIRM COMPLIANCE WITH AREMA SPECIFICATIONS PRIOR TO PLACEMENT OF GRADE CROSSING MATERIALS. SUBBALLAST MATERIAL SHALL BE A MINIMUM OF 12 INCHES ON TOP OF EXISTING SUBGRADE. IF ADDITIONAL SUBBALLAST MATERIAL IS NEEDED, THIS MATERIAL SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THIS WORK.
4. BALLAST ROCK SHALL BE NO. 4 (1-1/2 INCHES TO 3/4 INCHES) BALLAST CONFORMING TO AREMA SPECIFICATIONS. ALL BALLAST IS TO BE THOROUGHLY WASHED PRIOR TO PLACEMENT. A MINIMUM DEPTH OF 12 INCHES OF BALLAST SHALL BE USED BETWEEN THE BOTTOM OF TIES AND TOP OF THE SUBBALLAST. THE FINAL TOP OF BALLAST ELEVATION SHALL BE AT THE TOP OF TIE, WHEN COMPACTED.
5. CROSS TIES SHALL BE 10-FOOT IN LENGTH. MATERIALS AND SPACING AT THE GRADE CROSSING SHALL BE IN ACCORDANCE WITH THE GRADE CROSSING MANUFACTURER'S RECOMMENDATIONS. IF THE GRADE CROSSING REQUIRES CROSS TIES THAT DIFFER IN TYPE FROM THE ADJACENT MAINLINE TRACK, THEN TRANSITION ZONES SHALL BE DESIGNED TO ACCOMMODATE FOR THE CHANGE IN TRACK MODULUS.
6. RAIL SHALL HAVE A BASE DIMENSION OF 8 INCHES. ALL RAIL SHALL BE A 136 RE SECTION, CONTROL-COOLED CARBON STEEL RAIL MANUFACTURED IN ACCORDANCE WITH CURRENT AREMA SPECIFICATIONS. ONLY NEW NO. 1 RAILS SHALL BE USED. RAIL JOINTS AND THERMITE WELDS SHALL NOT BE LOCATED IN THE GRADE CROSSING. RAIL SHALL BE WELDED INTO CONTINUOUS WELDED RAIL (CWR) STRINGS OF SITE-SPECIFIC LENGTH BY THE ELECTRIC FLASH-BUTT OR ALUMINOTHERMIC WELD PROCESSES IN ACCORDANCE WITH AREMA SPECIFICATIONS. THE ENDS OF THE WELDED RAIL STRINGS WILL THEN BE FIELD-WELDED TOGETHER BY THE THERMITE WELDING OR FLASH-BUTT PROCESS ACCORDING TO AREMA SPECIFICATIONS.
7. CONCRETE AND WOODEN CROSS TIES WILL USE SPRING CLIPS ISOLATED FROM THE TIE USING PLASTIC INSULATORS AND PLACED ON AN INSULATING PAD. RAIL ANCHORS MAY BE REQUIRED OR RETAINED ON EXISTING TIMBER TIE FREIGHT ALIGNMENTS NEAR TIGHT CURVES AND OR AT GRADE ROAD CROSSINGS. RAIL ANCHORS PLACEMENT SHALL FOLLOW THE DESIGN CRITERIA OF THE UNION PACIFIC FREIGHT RAILROAD.
8. GRADE CROSSING MATERIAL SHALL BE PRECAST CONCRETE PANELS FOR DURABILITY. GRADE CROSSING PANELS SHALL BE CONSTRUCTED WITH DUE REGARD TO REMOVABILITY FOR TRACK MAINTENANCE, ELECTRICAL ISOLATION, TO NON-INTERFERENCE WITH ELECTRICAL TRACK CIRCUITS OR RAIL FASTENINGS, TIRE ADHESION, AND SLIP RESISTANCE FOR VEHICLES AND PEDESTRIANS.

T:\085\STRATUS\CANYON CREEK\TX\085\01\RD_CROSSING\ROAD_SECTION\SET\PLAN SET\CCT_RTD_CROSSING-DLS-RAIL.DWG, 9/4/2024, 10:50 AM, HARRISON, WCK/TRICK

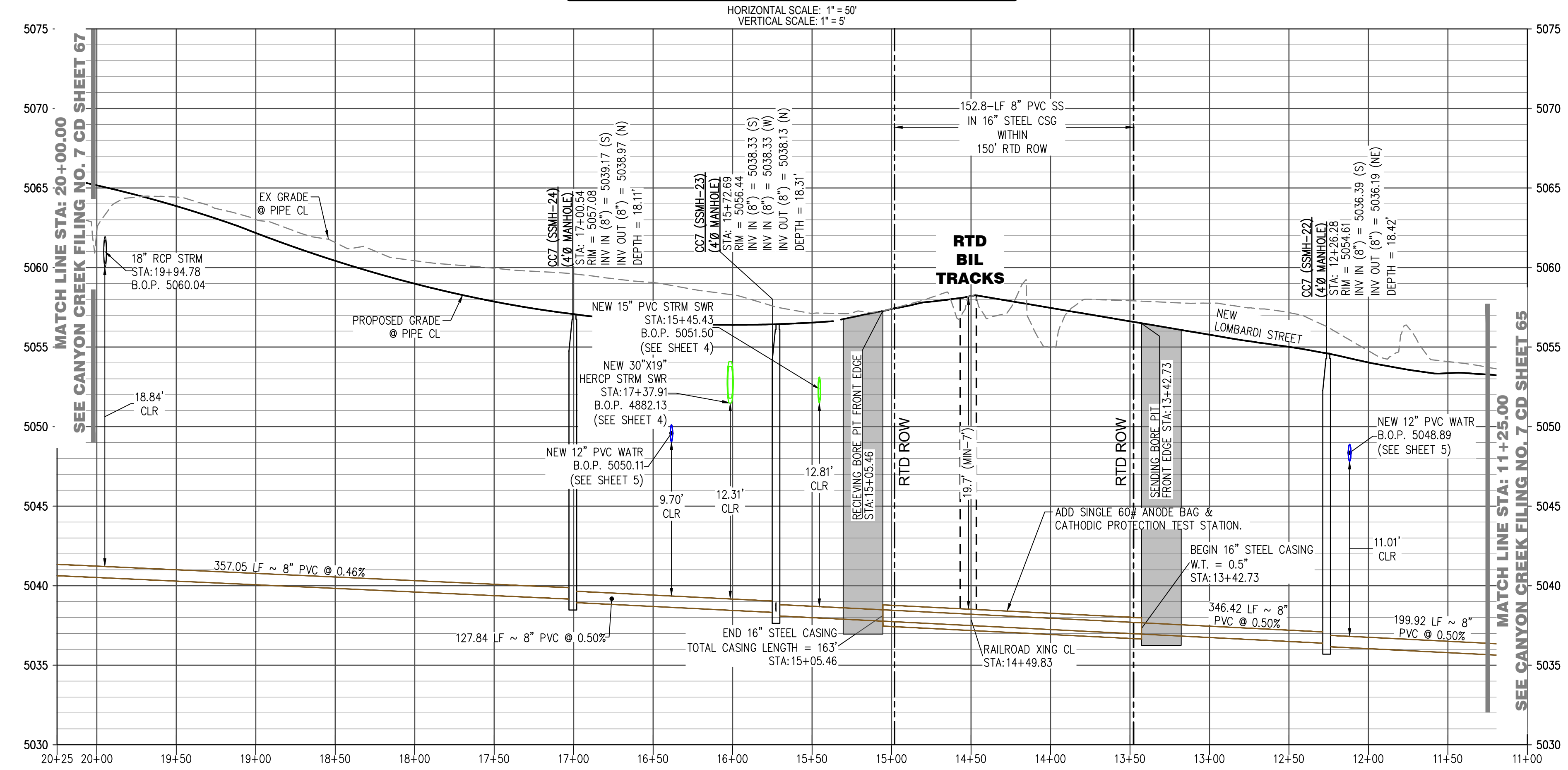
STRATUS CANYON CREEK, LLC 8480 EAST OSCHADZ ROAD SUITE 1100 GREENWOOD VILLAGE, CO 80111 PHONE: (720) 314-8000 CONTACT: RICHARD DEAN		11-20-2023 FINAL COMMENTS 10-03-2023 6TH SUBMITTAL 07-28-2023 5TH SUBMITTAL 05-22-2023 4TH SUBMITTAL 03-01-2023 3RD SUBMITTAL 11-30-2022 TECHNICAL SUBMITTAL 07-26-2022 2ND SUBMITTAL 06-08-2021 1ST SUBMITTAL	No. _____ Date _____ Description _____ DOCUMENT AMENDMENTS
CANYON CREEK SUBDIVISION FILING NO. 7 TOWN OF ERIE, COLORADO GENERAL CONSTRUCTION PLANS RAILROAD CROSSING DETAILS		CWC CONSULTING GROUP CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION SERVICES	
Project Number: 130-00091 Designed By: DFL HLM/MLG Drawn By: HLM/MLG Reviewed By: BEC Sheet Number: 40 of 115		9380 TEDDY LANE, SUITE 230 LOVE TREE, COLORADO 80124 TELEPHONE: 303-395-2700 FAX: 303-395-2701	
REGISTERED PROFESSIONAL ENGINEER STATE OF COLORADO No. 36722 10/25/2024		REGISTERED PROFESSIONAL ENGINEER STATE OF COLORADO No. 36722 10/25/2024	



RTD UAR # BIL-104-NewBP8-SS

LOMBARDI STREET SANITARY STA:11+25.00 TO STA: 22+50.00

LOMBARDI STREET STA:11+25.00 TO STA:20+00.00



- NOTES:**
- ALL SANITARY SEWER MANHOLES ARE 4- FEET IN DIAMETER, UNLESS NOTED OTHERWISE. PER TOWN OF ERIE STD DTL SSSA.
 - ALL SANITARY SEWER SERVICES ARE STATIONED ON PIPE BEGINNING AT 0+00 ON THE DOWNSTREAM MANHOLE. PER TOWN OF ERIE STD DTL SSS18
 - MAINTAIN A MINIMUM HORIZONTAL SEPARATION OF 10- FEET BETWEEN WATER MAINS AND SANITARY SEWER AND 5- FEET BETWEEN IRRIGATION WATER MAINS AND SANITARY SEWER.
 - ALL STATIONS AND OFFSETS ARE PER STREET CENTERLINE.
 - NORTHINGS AND EASTINGS FOR SANITARY SEWER MANHOLES ARE TO CENTER OF MANHOLE.
 - SANITARY SEWER MANHOLE CONES TO BE ROTATED AWAY FROM LIP OF CURB.
 - CONTRACTOR SHALL REFER TO APPROVED BUILDING PLANS FOR SERVICE DEPTH AT BUILDING. IF NOT AVAILABLE, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR DIRECTION, PRIOR TO SERVICE CONSTRUCTION.
 - ALL PUBLIC SANITARY SEWER TO BE SDR 35, SDR 26 (WHERE NOTED). SANITARY SEWER SERVICES TO BE 4- INCH UNLESS NOTED OTHERWISE.
 - UNDERDRAIN SERVICES TO BE 4- INCH UNLESS NOTED OTHERWISE.
 - MAINTAIN MINIMUM DEPTH OF COVER FOR POTABLE WATER MAINS SHALL BE 4.5- FEET OVER THE TOP OF PIPE.
 - MANHOLES WITH A DEPTH GRATER THAN OR EQUAL TO 15' REQUIRE A STAINLESS STEEL LADDER WITH NON- SLIP RUNGS.
 - LADDER SHALL BE SIMILAR OR EQUAL TO HALLIDAY LID. SEE "SERIES L1B AND L1D LADDERS" DETAIL SHEET #108 OF CANYON CREEK FILING NO. 7 CONSTRUCTION DOCUMENTS.
 - CONTRACTOR MUST FOLLOW ALL RTD REQUIREMENTS FOUND IN THE RTD NOTES ON SHEET 2 OUT 5
 - NO WORK ALLOWED WITHIN COLORADO RAILBIKE ADVENTURES (CBRA) LEASED AREA IN RTD ROW WITHOUT PRIOR CORDINATION WITH CBRA AND CONFIRMATION OF APPROVAL IN WRITING FROM CBRA.
 - CONTRACTOR SHALL COORDINATE ALL 3 NEW UTILITY INSTALLS (SANITARY SEWER, STORM DRAIN, AND WATER) SO THAT THE CONSTRUCTION OF ONE DOES NOT CONFLICT WITH OR DAMAGE THE OTHERS DURING CONSTRUCTION. GRAVITY FLOW SYSTEMS (SS & SD) WILL TAKE PRECEDENCE OVER PRESSURIZED SYSTEM (W).

To request marking of underground facilities

**Know what's below.
Call before you dig.**
Call 811 or visit call811.com for more information

No.	Date	Description
07-12-2023	3RD RTD SUBMITTAL	
06-09-2023	2ND RTD SUBMITTAL	
02-06-2023	1ST RTD SUBMITTAL	

STRATUS CANYON CREEK, LLC
8480 EAST OSCHARD ROAD
SUITE 1100
GREENWOOD VILLAGE, CO 80111
PHONE: (720) 314-8000
CONTACT: RICHARD DEAN

RTD BIL RAIL UTILITY CROSSING
TOWN OF ERIE, COLORADO
GENERAL CONSTRUCTION PLANS
SANITARY SEWER PLAN & PROFILE
(RTD UAR # BIL-104-NewBP8-SS)

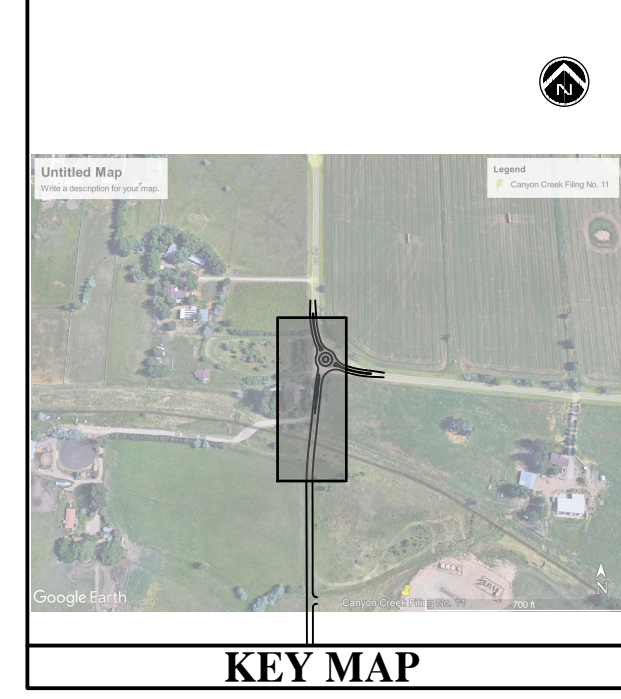
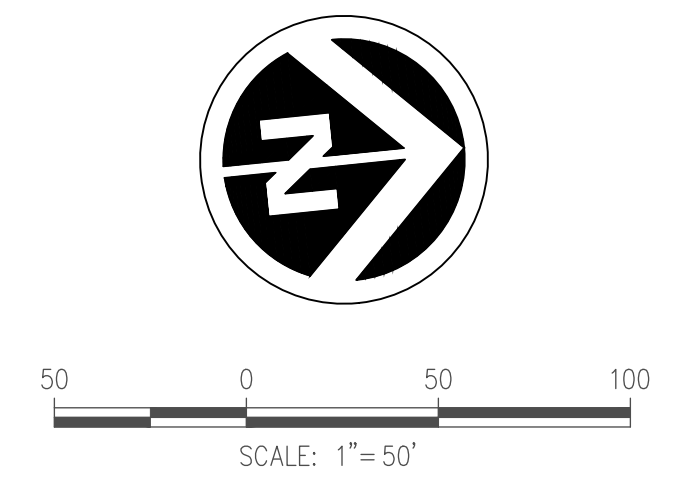
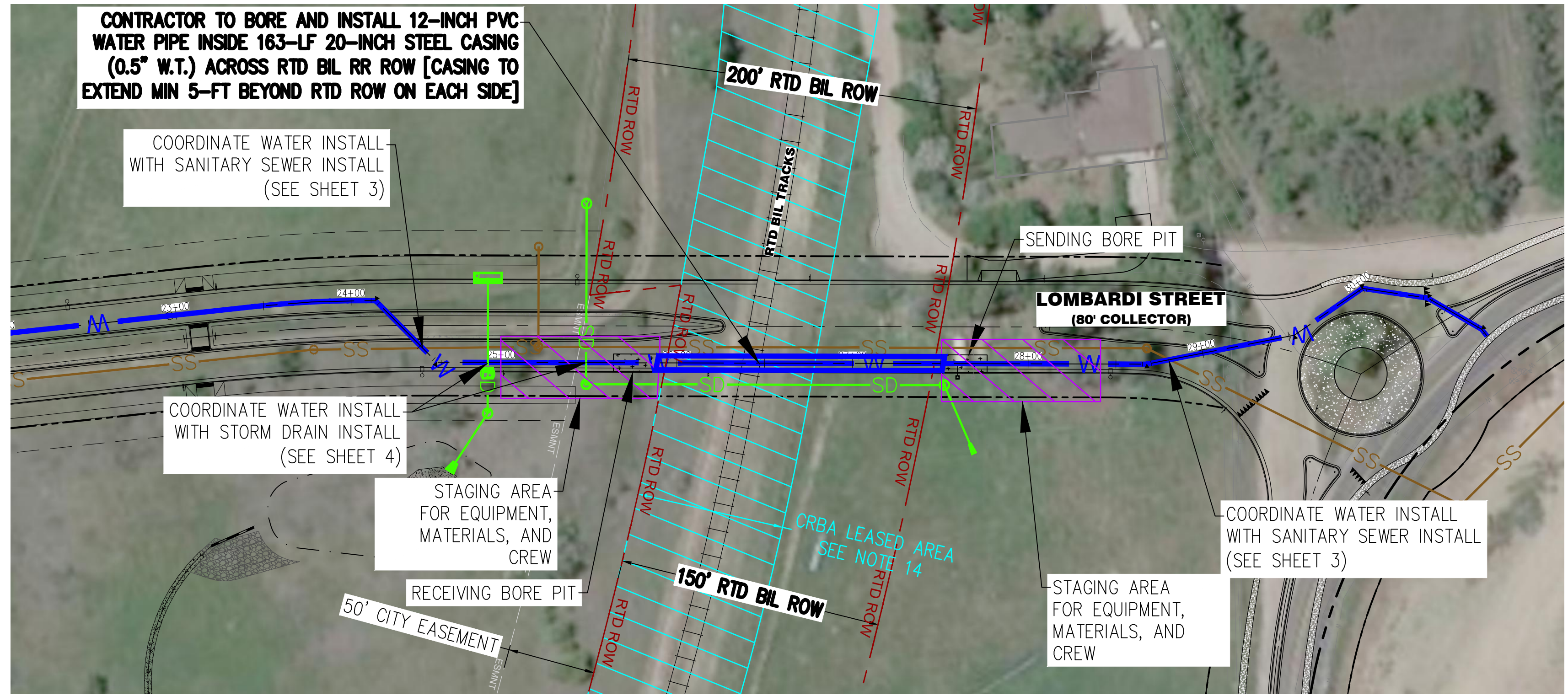
CWC CONSULTING GROUP
CIVIL ENGINEERING · LAND SURVEYING · CONSTRUCTION SERVICES

9380 TEDDY LANE, SUITE 230
LOVE TREE, COLORADO 80124
TELEPHONE: 303-395-2700
FAX: 303-395-2701



Project Number: 130-00091
Designed By: JEC TRB/MLG
Reviewed By: BEC
Sheet Number: 3 of 5

T:\025\STRATUS\CANYON CREEK-FLEXIBILITIES\RTD-CROSSING\PLAN SET\CC7-RTD-SAN-PROF.DWG, 8/10/2023 3:17 PM, DYLAN LEKORSCH



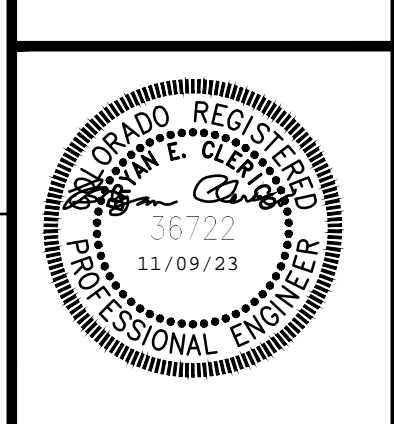
No.	Date	Description
07-12-2023	3RD RTD SUBMITTAL	
06-09-2023	2ND RTD SUBMITTAL	
02-06-2023	1ST RTD SUBMITTAL	

STRATUS CANYON CREEK, LLC
 8480 EAST OSCHADES ROAD
 SUITE 1100
 GREENWOOD VILLAGE, CO 80111
 PHONE: (720) 214-8000
 CONTACT: RICHARD DEAN

RTD BIL RAIL UTILITY CROSSING
TOWN OF ERIE, COLORADO
GENERAL CONSTRUCTION PLANS
WATER PLAN & PROFILE
(RTD UAR # BIL-104-NewBP10-W)

8380 TEDDY LANE, SUITE 230
 LOVE TREE, COLORADO 80124
 TELEPHONE: 303-395-2700
 FAX: 303-395-2701

CWC CONSULTING GROUP
 CIVIL ENGINEERING • LAND SURVEYING •
 CONSTRUCTION SERVICES



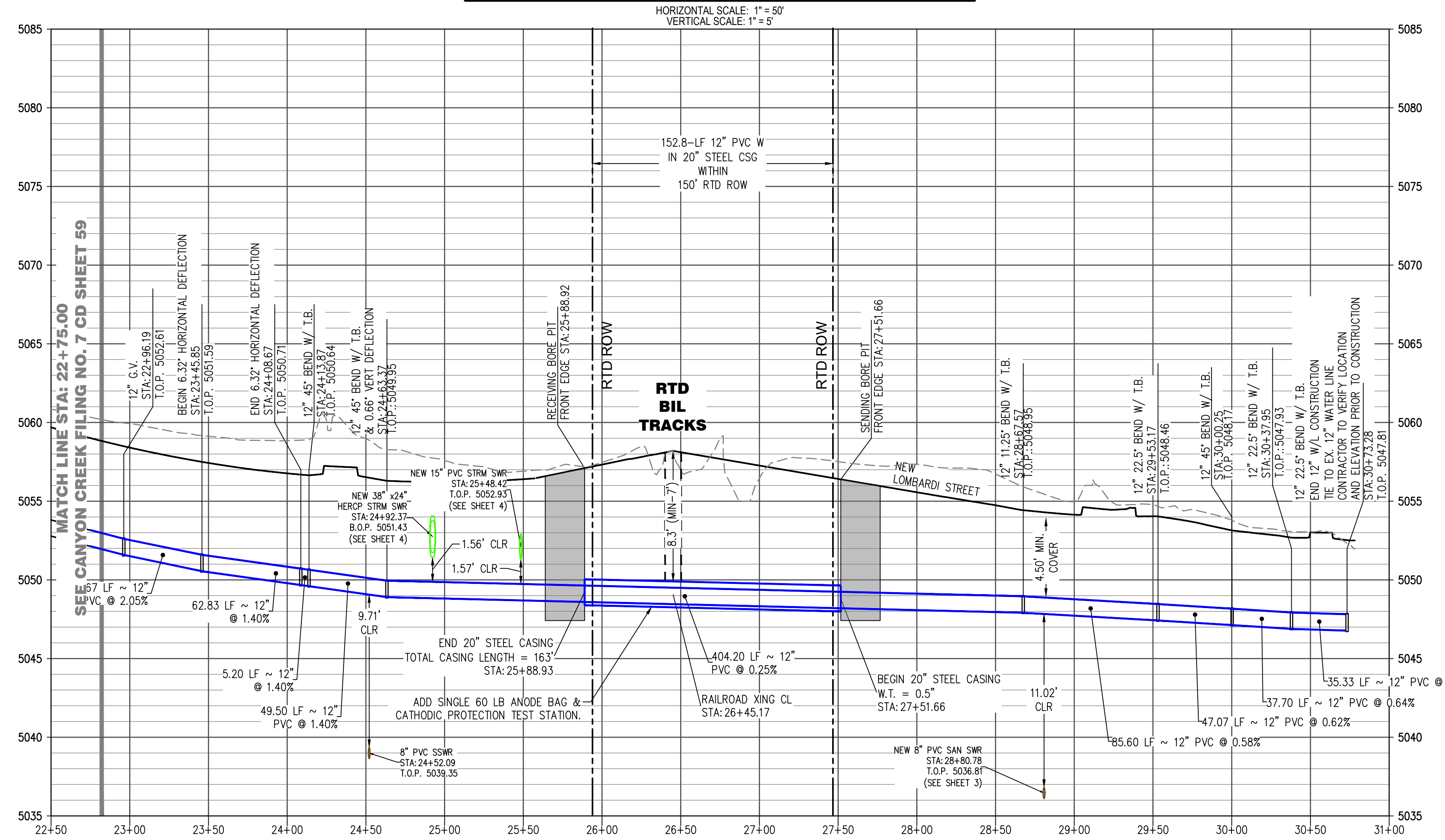
Project Number: **130-00091**
 Designed By: **JEC TRB/MLG**
 Drawn By: **JEC TRB/MLG**
 Reviewed By: **BEC**
 Sheet Number: **5** of **5**

RTD UAR # BIL-104-NewBP10-W

LOMBARDI STREET 12" WATER

STA:22+75.00 TO STA:30+73.28

LOMBARDI STREET 12" WATER STA: 20+25.00 TO 29+25.00



NOTES:

1. ALL SANITARY SEWER MANHOLES ARE 4-FOOT IN DIAMETER, UNLESS NOTED OTHERWISE. PER TOWN OF ERIE STD DTL SSSA.
2. ALL SANITARY SEWER SERVICES ARE STATIONED ON PIPE BEGINNING AT 0+00 ON THE DOWNSTREAM MANHOLE. PER TOWN OF ERIE STD DTL SSS18
3. MAINTAIN A MINIMUM HORIZONTAL SEPARATION OF 10-FOOT BETWEEN WATER MAINS AND SANITARY SEWER AND 5-FOOT BETWEEN IRRIGATION WATER MAINS AND SANITARY SEWER.
4. ALL STATIONS AND OFFSETS ARE PER STREET CENTERLINE.
5. NORTHINGS AND EASTINGS FOR SANITARY SEWER MANHOLES ARE TO CENTER OF MANHOLE.
6. SANITARY SEWER MANHOLE CONES TO BE ROTATED AWAY FROM LIP OF CURB.
7. CONTRACTOR SHALL REFER TO APPROVED BUILDING PLANS FOR SERVICE DEPTH AT BUILDING. IF NOT AVAILABLE, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR DIRECTION, PRIOR TO SERVICE CONSTRUCTION.
8. ALL PUBLIC SANITARY SEWER TO BE SDR 35, SDR 26 (WHERE NOTED). SANITARY SEWER SERVICES TO BE 4-INCH UNLESS NOTED OTHERWISE.
9. UNDERDRAIN SERVICES TO BE 4-INCH UNLESS NOTED OTHERWISE.
10. MAINTAIN MINIMUM DEPTH OF COVER FOR POTABLE WATER MAINS SHALL BE 4.5-FOOT OVER THE TOP OF PIPE.
11. MANHOLES WITH A DEPTH GRATER THAN OR EQUAL TO 15' REQUIRE A STAINLESS STEEL LADDER WITH NON-SLIP RUNGS.
12. LADDER SHALL BE SIMILAR OR EQUAL TO HALLIDAY LID. SEE "SERIES L1B AND L1D LADDERS" DETAIL SHEET #108 OF CANYON CREEK FILING NO. 7 CONSTRUCTION DOCUMENTS.
13. CONTRACTOR MUST FOLLOW ALL RTD REQUIREMENTS FOUND IN THE RTD NOTES ON SHEET 2 OUT OF 5
14. NO WORK ALLOWED WITHIN COLORADO RAILBIKE ADVENTURES (CRBA) LEASED AREA IN RTD ROW WITHOUT PRIOR CORDINATION WITH CRBA AND CONFIRMATION OF APPROVAL IN WRITING FROM CRBA.
15. CONTRACTOR SHALL COORDINATE ALL 3 NEW UTILITY INSTALLS (SANITARY SEWER, STORM DRAIN, AND WATER) SO THAT THE CONSTRUCTION OF ONE DOES NOT CONFLICT WITH OR DAMAGE THE OTHERS DURING CONSTRUCTION. GRAVITY FLOW SYSTEMS (SS & SD) WILL TAKE PRECEDENCE OVER PRESSURIZED SYSTEM (W).

To request marking of underground facilities

Know what's below. Call before you dig.
 Call 811 or visit call811.com for more information

It is the contractor's responsibility to contact UNCC a minimum of 2 days prior to the start of construction operations. CWC Consulting Group claims no responsibility for the underground facilities depicted in this plan set.

T:\005\STRATUS\CANYON CREEK-FLEXIBILITIES\RTD-CROSSING\PLAN SET\1007-RTD-WATER-PROF.DWG, 8/29/2023, 3:18 PM, D:\AN LECTOR\GCH

Exhibit B
Contractor Right of Entry Agreement

EXHIBIT B

**CONTRACTOR RIGHT OF ENTRY AGREEMENT
Town of Erie License Agreement – Boulder Industrial Lead
Public Roadway Crossing – Lombardi Street Extension – Canyon Creek Development**

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 _____¹ 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, for mass transit purposes.
- B. RTD and Town of Erie ("**Town**" or "**Licensee**") are parties to a License Agreement dated _____² ("**License**"), whereby RTD granted a non-exclusive license and permission to Town 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. The 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 and in accordance with the plans shown on the attached **Exhibit 1** ("**Licensed Area and Roadway Crossing Plans**").
- 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 AND CRBA

- A. Contractor shall perform the work in accordance with **Exhibit 1** 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 Construction Engineering at phone number 303.299.2299 or email at Engineering@rtd-denver.com, and CRBA at phone number 785.760.5549 or email at birummer@gmail.com and gorailbike@gmail.com. Contractor or Contractor's Agent shall notify RTD Construction Engineering, and CRBA a full two weeks prior to construction and shall coordinate a 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 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. 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.

- C. If required by RTD Construction Engineering, 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/doing-business-with-rtd/construction-engineering/row-agreements-permits/facility-tracks-access-policy>, to 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.
- 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,

If to CRBA: Colorado Railbike Adventures, LLC
Attn: Bob Rummer, Manager
306 E. Michigan Ave.
Berthoud, Colorado 80513
785.760.5549
birummer@gmail.com and gorailbike@gmail.com

If to Contractor: [Insert Contractor information]

Name of Company

Address

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 and Roadway Crossing Plans