**PERMANENT EASEMENT**
**(Lowell Boulevard)**

THIS PERMANENT EASEMENT dated as of _____, 2019 (the "Agreement") is entered into between the Regional Transportation District ("Grantor" or "RTD"), a political subdivision of the State of Colorado with a mailing address of 1660 Blake Street, Denver, CO 80202-1399 and Adams County ("Grantee" or the "County"), a body politic with a mailing address is 4430 South Adams County Parkway, Brighton, Colorado 80601.

WHEREAS, Grantor is the owner of the real property described on **Exhibit A** (the "Easement Area") attached hereto and referenced herein and Grantee is a County of the State of Colorado responsible for providing services to the residents of the County in which Easement Area is located.

WHEREAS, Grantor is constructing and will operate a rail line in the County for the benefit of the residents of the County and others. The County wishes to implement improvements to an existing at grade crossing according to Lowell Boulevard Improvements – Clear Creek to 62nd Avenue, Adams County Project No. IMP2013-00009 **Exhibit B** (the "Improvements") attached hereto and referenced herein, which will also provide pedestrian crossing facilities allowing persons to cross the rail line at grade. This Easement is for the purposes of constructing said Improvements on County-owned or controlled land and the Easement Area.

WHEREAS, Grantor and Grantee desire to establish an easement on and across the Easement Area for the installation, use, operation, maintenance, repair and replacement of said Improvements crossing the RTD railroad tracks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Subject to the terms and conditions set forth in this Permanent Easement, Grantor hereby grants and conveys to Grantee a non-exclusive easement on and across the Easement Area for the installation, use, operation, maintenance, repair and replacement of said Improvements (the "Easement").

2. Improvements shall be installed within the Easement Area at Grantee's expense in accordance with plans mutually agreed upon by Grantor and Grantee in the location shown on Exhibit B.

3. Grantee shall, at Grantee's sole cost and expense, operate and maintain the Improvements at all times in good condition and repair and in accordance with all applicable laws, ordinances, rules and regulations (including, without limitation, all rules, regulations and requirements of the Colorado Public Utilities Commission). If Grantee fails to so maintain the Improvements, Grantor shall have the right, but not Grantee's obligation, to perform any necessary maintenance or repair and Grantee shall reimburse Grantor for all Grantee costs incurred by Grantor in connection therewith. Such reimbursement shall be due and payable within 30 days after Grantor's request.

4. Grantee shall at all times maintain contractual and comprehensive general liability insurance and railroad protective insurance coverage covering Grantee's liability under this Section 4 with an insurance company reasonably acceptable to Grantor and in such amounts and on such forms as are reasonable and customary. As of the date of this Agreement, insurance in the amount of $2,000,000 shall be considered reasonable and customary. Such insurance policy shall name Grantor and its contractors Denver Transit Partners and Denver Transit Operators as an additional insureds and shall provide that the insurance will not be cancelled or materially changed in the scope or amount of coverage unless 30 days' advance notice is given to the Grantor. Such insurance shall be primary, and not as contributing with, or in excess of, any insurance carried by Grantor. Prior to making any use of the Easement Area, and at least 30 days prior to the expiration of any insurance policy required hereunder, Grantee shall deliver a certificate of insurance to Grantor evidencing insurance meeting the foregoing requirements.

5. All Grantee's work shall be performed in a good and workmanlike manner in compliance with all applicable laws, rules, regulations, ordinances and other requirements of governmental authorities, and in a manner which will, to the extent practical, minimize disturbance of the surface and any interference with Grantor's operations. All such work shall be diligently pursued to completion and, upon completion of such work Grantee shall promptly restore all disturbed areas as nearly as practical to its prior condition. Grantee's contractor, or Grantee as applicable, is required to execute the Contractor's right of entry attached as Exhibit C prior to performing any work including but not limited to construction, maintenance, repair or replacement of the Improvements.

6. Grantee shall keep the Easement Area free from all liens of mechanics, material men or others arising out of or relating to the construction, installation, use, operation, maintenance, repair or replacement of the Improvements. If any such lien shall be filed, Grantee shall cause the lien to be discharged of record within thirty (30) days after it is filed by payment, provision of a statutory bond, or otherwise. If a final judgment establishing the validity or existence of a lien for any amount is entered, Grantee shall pay and satisfy the same at once. If Grantee fails to pay any charge for which any such lien has been filed and the lien is not discharged of record as described above, Grantor, at its option, may pay such charge and related costs and interest, or may obtain a statutory bond to remove the lien from the Easement Area, and the amount paid by Grantor, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Grantee to Grantor.

7. Grantor reserves the right to use, and allow others to use, the Easement Area for any purpose and in any manner that does not unreasonably interfere with Grantee's use and enjoyment of the Easement.

8. Any notice, request, demand or other communication required or permitted under this Agreement (collectively, "Notices") shall be in writing and shall be addressed to the party to whom the Notice is being sent at the address listed above. Any such Notice shall be deemed given and received (i) when hand delivered to the intended recipient; (ii) three days after the same is deposited in the United States mail, with adequate postage prepaid, and sent by certified mail, return receipt requested; or (iii) one business day after the same is deposited with an overnight courier service of national or international reputation.

9. Each party shall be entitled to all remedies at law or in equity for the enforcement of the Easement. In any action brought to enforce any provision of the Easement, or to obtain a declaration of the rights or obligations of any party hereunder, the prevailing party shall be awarded all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by such party in connection with such action.

10. The failure or delay of Grantor or Grantee to exercise any of its rights under this Agreement shall not constitute a waiver of any such rights. Grantor and/or Grantee shall not be deemed to have waived any right under this Agreement unless such waiver is made expressly and in writing, and no waiver made as to any instance or any particular right shall be deemed a waiver as to any other instance or any other right.

11. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Electronic and faxed signatures shall constitute original signatures.

EXECUTED as of the date first set forth herein above.

**GRANTOR**:

REGIONAL TRANSPORTATION DISTRICT,
a political subdivision of the State of Colorado

By: _____
Henry J. Stopplecamp, P.E.
Assistant General Manager, Capital Programs

Date: _____

Approved as to legal form:

By: Aimée J Beckwith
Aimée J. Beckwith
Associate General Counsel

Date: 5/6/19

**GRANTEE**:

COUNTY OF ADAMS, STATE OF COLORADO
BOARD OF COUNTY COMMISSIONERS

By: _____
Steven J. O'Dorisio, Chair

ATTEST:
Josh Zygielbaum, CLERK & RECORDER

By: _____
Erica Hannah, Deputy Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Adams County Attorney's Office

Date: _____

**Exhibit A**
**Description of Easement Area**

Exhibit Q-1

**EXHIBIT "A"**
**LOWELL CROSSING PARCEL Rev1**
**Date: August 19, 2015**
**DESCRIPTION**

Lowell Crossing Parcel Rev1 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of the tract of land described at Reception No. 2011000085014, Parcel 2.4 recorded December 23, 2011, and excluding an existing 60 foot road Right-of-Way, being 30 feet each side of the section line common to Sections 7 & 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, as established by Road Petition 128 dated December 6, 1889 in the Adams County Clerk and Recorder's Office, located in the Southeast Quarter of Section 7 and the Southwest Quarter of Section 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 7 (a found 2" aluminum cap stamped "1998 LS 12840"), WHENCE the Center Quarter Corner of said Section 7 (a found aluminum cap stamped "ERNEST KNIGHT LS 7276 T3S R68W S7 C1/4 1988 ADAMS COUNTY"), bears S89°45'54"W a distance of 2639.98 feet (basis of bearing – assumed);
THENCE S05°52'57"W, a distance of 358.27 feet to the northerly line of said parcel 2.4 and the POINT OF BEGINNING;

THENCE the following three (3) courses coincident with the northerly line of said Parcel 2.4:

1) THENCE S85°30'18"E a distance of 36.11 feet;
2) THENCE N00°06'55"E a distance of 7.02 feet;
3) THENCE S85°30'18"E a distance of 31.09 feet;

THENCE S00°06'55"W, coincident with a line 31.00 feet easterly of and parallel with the easterly line of said Southeast Quarter, a distance of 52.77 feet to the southerly line of said Parcel 2.4;
THENCE N85°28'57"W, coincident with said southerly line, a distance of 67.20 feet;
THENCE N00°06'55"E, coincident with a line 36.00 feet westerly of and parallel with said Southeast Quarter, a distance of 45.72 feet to the POINT OF BEGINNING.

EXCLUDING an existing 60 foot road Right-of-Way, being 30 feet each side of the section line common to said Sections 7 & 8,as established by said Petition 128.

Containing 327 square feet, (0.0075 Acres), more or less.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR KENNETH W. CARLSON 24942

Prepared by:
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
303.820.5240

S89°45'54"W 2639.98'
*(Basis of Bearing - assumed)*

POINT OF COMMENCEMENT
East 1/4 Corner Section 7
Found 2" Aluminum Cap Stamped
"1998 LS 12840"

Center 1/4 Corner Section 7
Found Aluminum Cap Stamped
"ERNEST KNIGHT LS 7276 T3S
R68W S7 C1/4 1988 ADAMS COUNTY"

N

0 25' 50'
Scale: 1" = 50'

S05°52'57"W 358.27'

Section 7
Section 8

SE ¼ Sec. 7

SW ¼ Sec. 8

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N00°06'55"E | 7.02' |

Rec. No. 2009000021687
March 30, 2009

Lowell Blvd.

S85°30'18"E
36.11'

Point of Beginning

S85°30'18"E
31.09'

L1

Parcel 2.4
Rec. No. 2011000085014
December 23, 2011

N00°06'55"E
45.72'

S00°06'55"W
52.77'

30' 30'

Existing Road Petition

N85°28'57"W 67.20'

36' 31'

Existing Road
Petition

Union Pacific Railroad Company

Lowell Crossing Parcel
Area = 3,282 Sq.Ft.
0.075 Acres +/-

Existing Road Petition
Area = 2,955 Sq.Ft.
0.068 Acres +/-

Remainder Parcel
Area = 327 Sq.Ft.
0.007 Acres +/-

BNSF

This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

| | | | |
|---|---|---|---|
| JACOBS PROJECT NO. | | | WVXV7415 |
| CLIENT PROJECT NO. | | | 072120 |
| REVISION DESCRIPTION | | | REMAINDER PARCEL ADDED |
| DRAWN JSX | DATE 08/19/15 | SCALE | 1"=50' |

JACOBS
707 17th Street 2400 Denver, CO. 80202
(303) 820-5240 Fax (303) 820-4842

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS ENGINEERING GROUP INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF ENGINEERING GROUP INC. SHALL BE AT THE SOLE RISK OF THE USER.

RTD Gold Line Corridor Commuter Rail
Adams County, Colorado
SE1/4 Sec. 7 & SW1/4 8, T3S, R68W, 6th P.M.

TITLE:
Exhibit "A"
Lowell Crossing Parcel

| REVISION: | DRAWING NO. | SHEET NO. |
|---|---|---|
| 1 | Lowell Crossing Parcel.dgn | 1 of 1 |

8/26/2015 9:00:41 AM
K:\072120_Fastracks\GOLD LINE\dgns\Exhibits\Lowell Crossing Parcel\Lowell Crossing Parcel .dgn

**Exhibit B**
**<u>The Improvements</u>**

# ADAMS COUNTY

## PLAN AND PROFILE OF PROPOSED

# LOWELL BOULEVARD IMPROVEMENTS

## CLEAR CREEK TO W. 62ND AVENUE

## ADAMS COUNTY PROJECT NO. IMP2013-00009

## ADAMS COUNTY, COLORADO

### TABULATION OF LENGTH & DESIGN DATA

| STATION | FEET ROADWAY | FEET MAJOR STRUCTURE |
|---|---|---|
| STA. 100+27.12, BEGIN PROJECT | 2142.94 | |
| STA. 121+70.06, RT BEGIN RETAINING WALL | 329.94 | 329.94 |
| STA. 125+00, RT END RETAINING WALL | 1043.27 | |
| STA. 135+43.27, END PROJECT | | |
| TOTAL | 3516.15 | 329.94 |
| DESIGN DATA | | |
| MAXIMUM DEGREE OF CURVE | N/A | |
| MAXIMUM GRADE | 1.58% | |
| MINIMUM S.S.D. HORIZONTAL | 400' | |
| MINIMUM S.S.D. VERTICAL | 500' | |
| MAXIMUM DESIGN SPEED | 50 MPH | |
| POSTED SPEED | 40 MPH | |
| 2035 DESIGN ESAL | 730,000 | |
| K MIN (CREST) | 84 | |
| K MIN (SAG) | 96 | |
| GRADE: MIN / MAX | 0.30% / 1.58% | |
| DESIGN VEHICLE | WB-67 | |

(FOR INFORMATION ONLY)

### CONTACTS


ADAMS COUNTY — ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, CO 80601
JENNIFER SHI, PE 720-523-6968

CIVIL ENGINEER: HUITT-ZOLLARS
4582 S. ULSTER STREET #240
DENVER, CO 80237
GERALD PRUSIK, PE 303-740-7325


NOTE:
PUBLIC IMPROVEMENTS SHALL CONFORM TO ADAMS COUNTY STANDARDS AND SPECIFICATIONS AND LATEST EDITION OF COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

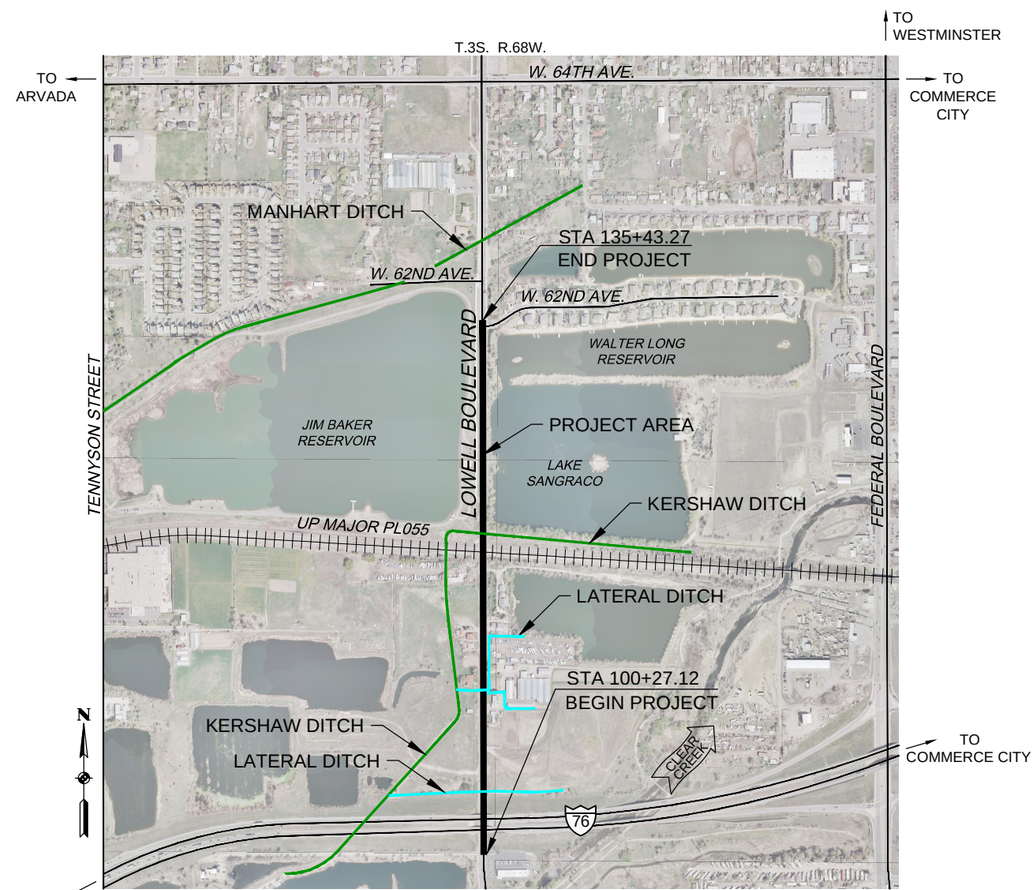
ADAMS COUNTY
APPROVED FOR BID:

DIRECTOR OF TRANSPORTATION — DATE

ENGINEERING MANAGER — DATE

PROJECT MANAGER — DATE

811 Know what's below. Call before you dig.




VICINITY MAP
SCALE 1" = 500'

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| 2 | G-2 | CDOT STANDARD PLAN LIST |
| 3 | G-3 | GENERAL NOTES |
| 4 TO 5 | PC-1 TO PC-2 | PROJECT CONTROL DIAGRAM |
| 6 | SC-1 | SURVEY TABULATION |
| 7 | HC-1 | HORIZONTAL CONTROL DIAGRAM |
| 8 | SB-1 | SOIL BORING PLAN |
| 9 | SB-2 | SOIL BORING LOG |
| 10 | SB-3 | SOIL BORING LEGEND |
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| APPENDIX A. | | REVISED CDOT STANDARD PLANS |


COLORADO LICENSED GERALD PRUSIK 25083 PROFESSIONAL ENGINEER

| Computer File Information | | | |
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| Designed By: | GP | Drawn By: | JMP |
| Creation Date: | 12-17-2011 | Initials: | DKIM |
| Last Modification Date: | 11-14-2017 | Initials: | JMP |
| Drawing File Name: | .../SHEET/0320PH01-G001-CV.DWG | | |
| AutoCAD Version: | C3D 2014 | Units: | English |

Index of Revisions: R- / R- / R- / R- / R-

PREPARED FOR: ADAMS COUNTY, 4430 S. ADAMS COUNTY PARKWAY, BRIGHTON, COLORADO 80601
CONTACT: JENNIFER SHI, PE

PREPARED BY: HUITT-ZOLLARS, 4582 S. Ulster St. Ste 240, Denver, CO 80237, Phone (303) 740-7325, Fax (303) 224-9997
CONTACT: GERALD PRUSIK, PE

LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

TITLE SHEET

Project No. / Code: ADAMS COUNTY: IMP2013-00009; HUITT-ZOLLARS: 16-0320-01

Sheet Name: CV-1

Sheet Number: 1

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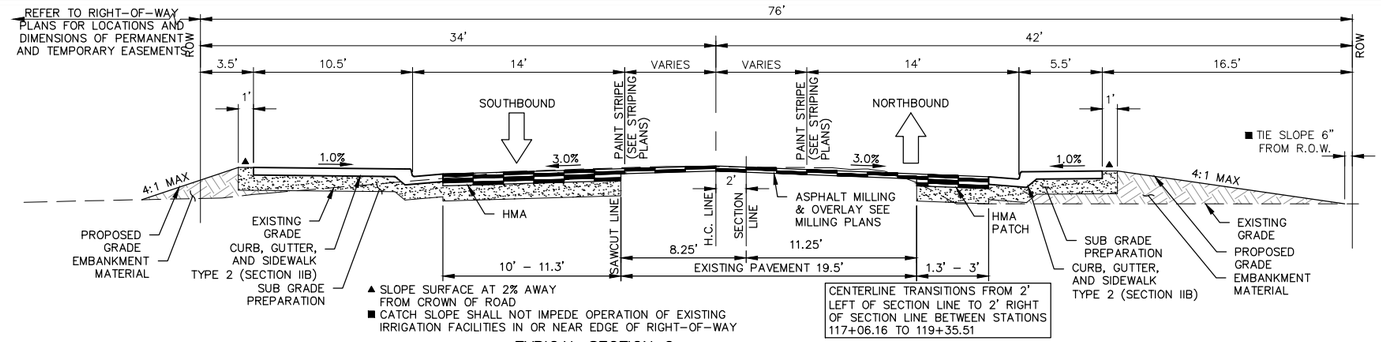
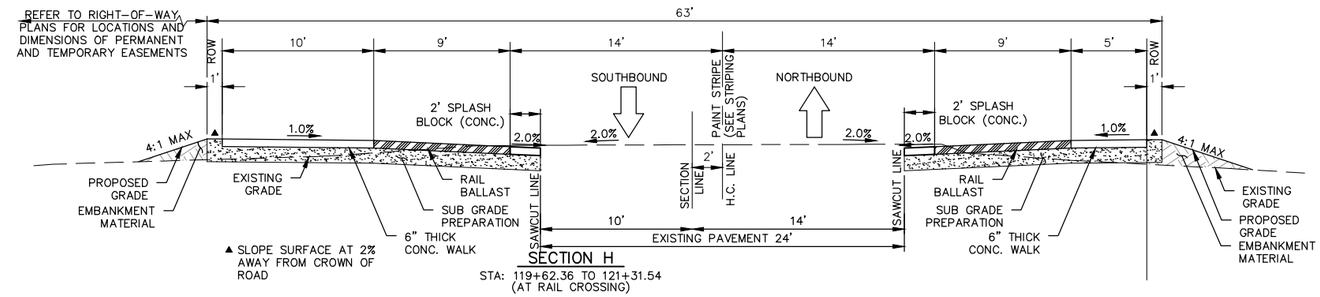
## TYPICAL SECTION NOTES

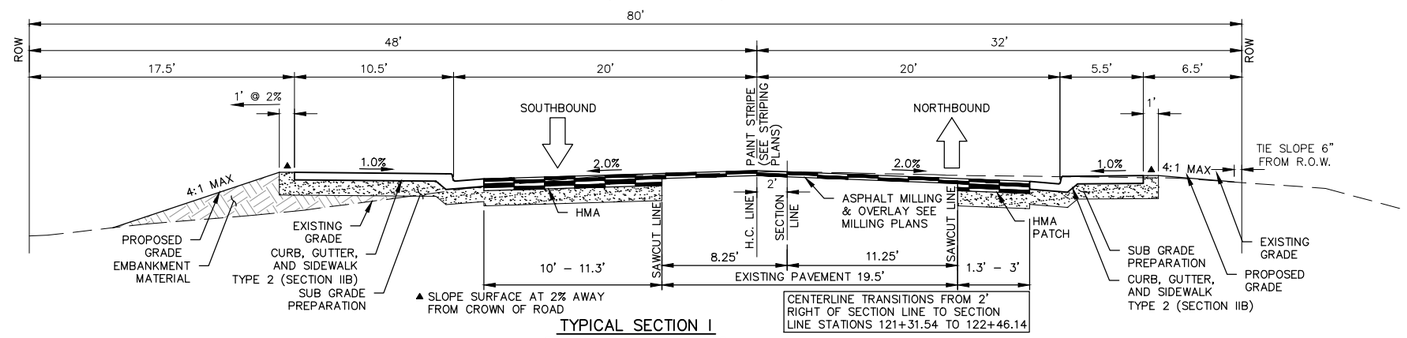
1. MATCH EXISTING PAVEMENT CROSS SLOPE AND GRADES AT BEGIN AND END PROJECT. PROVIDE A 25' TRANSITION BETWEEN EXISTING AND PROPOSED ROADWAY SECTION.
2. BREAK POINTS ON SLOPES AND IN BOTTOMS OF DITCHES SHALL BE ROUNDED DURING CONSTRUCTION. SEE CDOT STANDARDS M-203-2 FOR DETAILS OF CUT SLOPE TREATMENT, FLARING AND WIDENING.
3. ASPHALT SAW CUTTING SHALL NOT BE MEASURED AND PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
4. ASPHALT PAVEMENT MEASURING LESS THAN 8' IN WIDTH SHALL BE PAID FOR AS HMA PATCH. HMA PAVEMENT MEASURING 8' OR GREATER SHALL BE PAID FOR AS HMA PAVEMENT.
5. CATCH SLOPES EXCEEDING 3:1, AS INDICATED PER PLAN, SHALL HAVE SOIL RETENTION BLANKETS INSTALLED. APPROXIMATE LOCATIONS OF SOIL RETENTION BLANKET ARE LOCATED ON SHEETS EC-9 THROUGH EC-12.



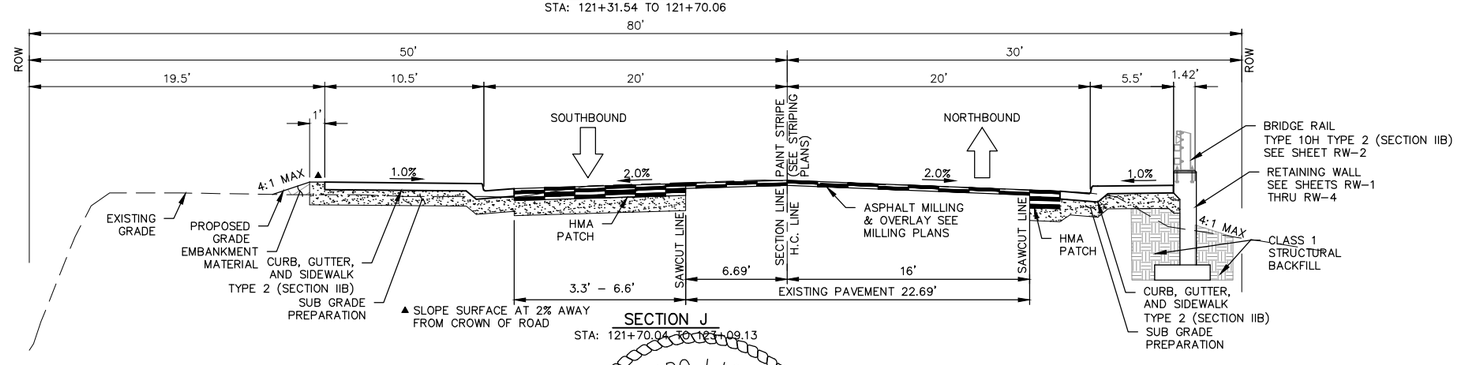

TYPICAL SECTION G
STA: 117+48.99 TO 119+62.36




SECTION H
STA: 119+62.36 TO 121+31.54
(AT RAIL CROSSING)




TYPICAL SECTION I
STA: 121+31.54 TO 121+70.06




SECTION J
STA: 121+70.04 TO 123+09.13

COLORADO LICENSED
GERALD PRUSIK
25083
PROFESSIONAL ENGINEER

| Computer File Information | | | |
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| Creation Date: | 12-17-2011 | Initials: | DKIM |
| Last Modification Date: | 11-14-2017 | Initials: | JMP |
| Drawing File Name: | .../SHEET/0320PH01-C001-TXS.DWG | | |
| AutoCAD Version: | C3D 2014 | Units: | English |

| Index of Revisions | | |
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| R- | | |
| R- | | |
| R- | | |
| R- | | |
| R- | | |

PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
CONTACT: JENNIFER SHI, PE

PREPARED BY:
HUITT-ZOLLARS
4582 S. Ulster St. Ste 240 Denver, CO 80237
Phone (303) 740-7325 Fax (303) 224-9997
CONTACT: GERALD PRUSIK, PE

LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

ROADWAY
TYPICAL SECTIONS

| Project No. / Code | |
|---|---|
| ADAMS COUNTY: IMP2013-00009<br>HUITT-ZOLLARS: 16-0320-01 | |
| Sheet Name | TX-3 |
| Sheet Number | 15 |

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Know what's **below.**
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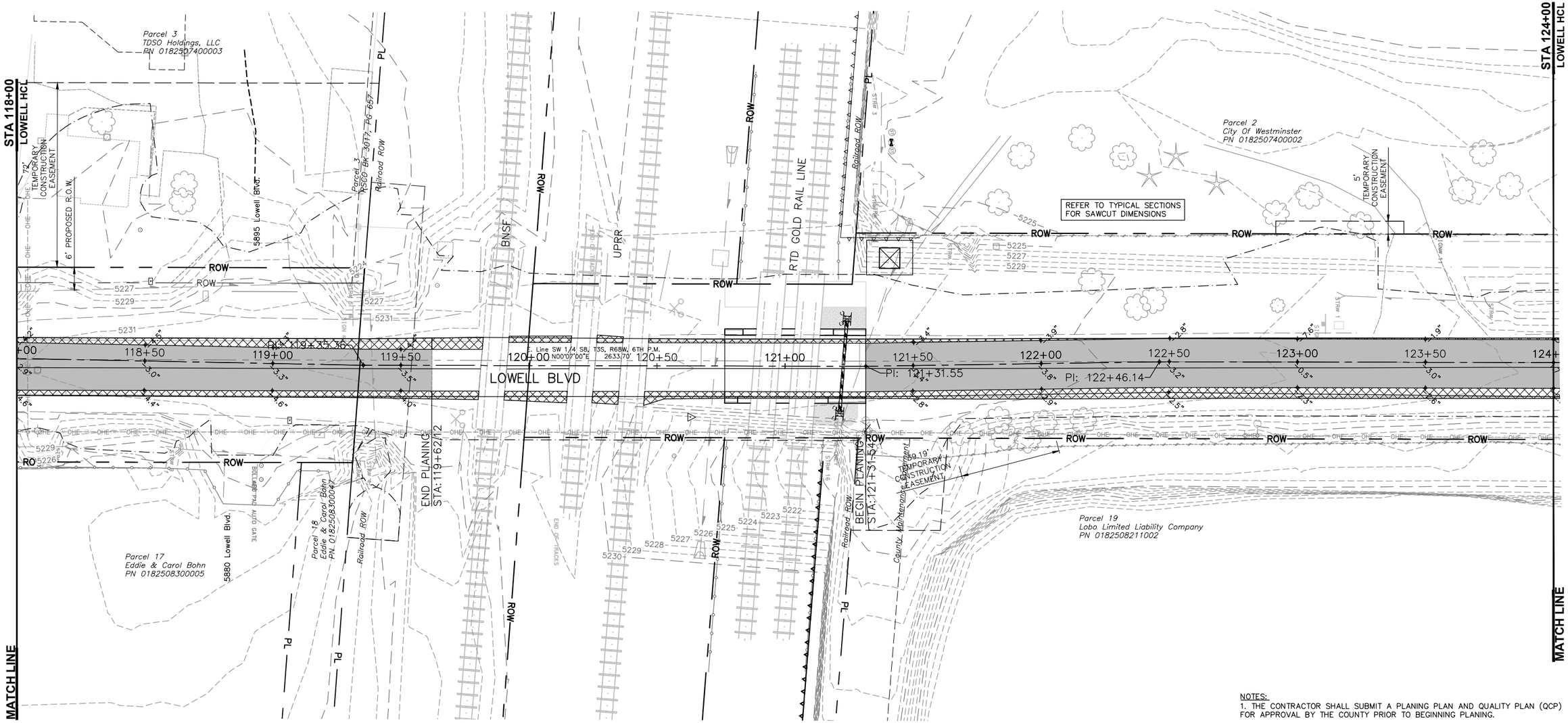


NOTES:

1. THE CONTRACTOR SHALL SUBMIT A PLANING PLAN AND QUALITY PLAN (QCP) FOR APPROVAL BY THE COUNTY PRIOR TO BEGINNING PLANING.

2. THE CONTRACTOR SHALL MILL SURFACE BY A STRING LINE TO CONTROL THE FINAL GRADE.

3. SPOT ELEVATIONS SHOWN ON EXISTING PAVEMENT NORTH OF RAILROAD INDICATE APPROXIMATE MILLING DEPTH BASED ON A NOMINAL 3" MILL DEPTH FROM DESIGN PROFILE ELEVATIONS. CONTRACTOR SHALL FOLLOW PROPOSED GRADE LINE ON ROADWAY PLANS TO MILL ROADWAY TO ACCEPT FINAL PAVEMENT LIFT. AREAS WHERE MILL DEPTH DOES NOT ENCOUNTER EXISTING ASPHALT MAT, AREA SHALL BE SCARIFIED.

LEGEND:

- FULL DEPTH PAVEMENT REMOVAL
- PAVEMENT PLANING
- CONCRETE REMOVAL
- APPROXIMATE DEPTH OF MILLING INTO EXISTING MAT

20 0 20 40

| Computer File Information | | | |
|---|---|---|---|
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Index of Revisions

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COLORADO LICENSED
GERALD PRUSIK
25083
PROFESSIONAL ENGINEER

# LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

# PAVEMENT PLANING PLAN

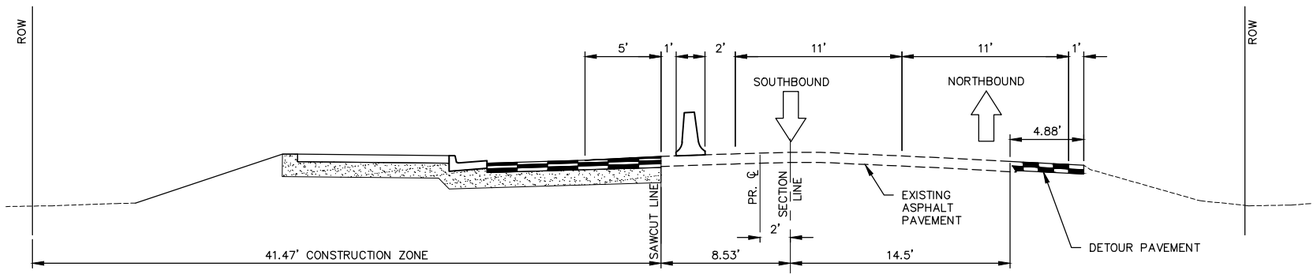
Project No. / Code
ADAMS COUNTY: IMP2013-00009
HUITT-ZOLLARS: 16-0320-01

Sheet Name MP-4

Sheet Number 21

PRINTSTAMP: 2017.11.10 07:59:42 AM

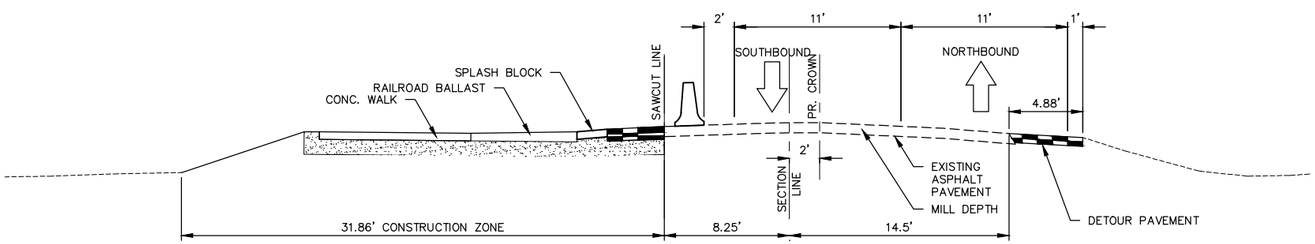
# PHASE I CONSTRUCTION




PHASE I CONSTRUCTION SOUTH OF RAILS
STA:100+27.12 TO STA:117+06.16
TRANSITION STA:117+06.16 TO STA: 119+35.36

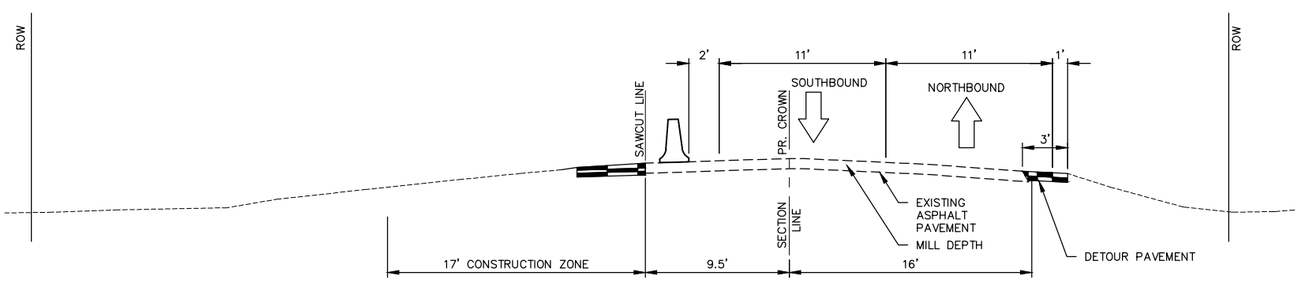
NOTE: CONTRACTORS SHALL PROVIDE TRAFFIC CONTROL FOR THE PLACEMENT OF DETOUR PAVEMENT

1. LOWELL BLVD SHALL REMAIN OPEN TO LOCAL TRAFFIC
2. CONSTRUCT DETOUR PAVEMENT
3. PLACE CONSTRUCTION SIGNING, PLACE DETOUR PAVEMENT, REMOVE PAVEMENT MARKING AS NEEDED, PLACE DETOUR PAVEMENT MARKINGS.
4. INSTALL PRECAST TYPE 7 BARRIERS
5. SHIFT TRAFFIC EAST TO EXISTING AND DETOUR PAVEMENT




PHASE I CONSTRUCTION AT RAILS
STA:119+35.36 TO STA:121+31.54
TRANSITION STA:121+31.54 TO STA:122+46.14

NOTE: CONTRACTORS SHALL PROVIDE TRAFFIC CONTROL FOR THE PLACEMENT OF DETOUR PAVEMENT




PHASE I CONSTRUCTION NORTH OF RAILS
STA:122+46.14 TO STA:135+43.27

NOTE: CONTRACTORS SHALL PROVIDE TRAFFIC CONTROL FOR THE PLACEMENT OF DETOUR PAVEMENT

| Computer File Information | | | |
|---|---|---|---|
| Designed By: | GP | Drawn By: | JMP |
| Creation Date: | 12-17-2011 | Initials: | DKIM |
| Last Modification Date: | 11-14-2017 | Initials: | JMP |
| Drawing File Name: | .../SHEET/0320PH01-C21X-CTC.DWG | | |
| AutoCAD Version: | C3D 2014 | Units: | English |

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PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
CONTACT: JENNIFER SHI, PE

PREPARED BY:
HUITT-ZOLLARS
4582 S. Ulster St. Ste 240 Denver, CO 80237
Phone (303) 740-7325 Fax (303) 224-9997
CONTACT: GERALD PRUSIK, PE

COLORADO LICENSED
GERALD PRUSIK
25083
PROFESSIONAL ENGINEER

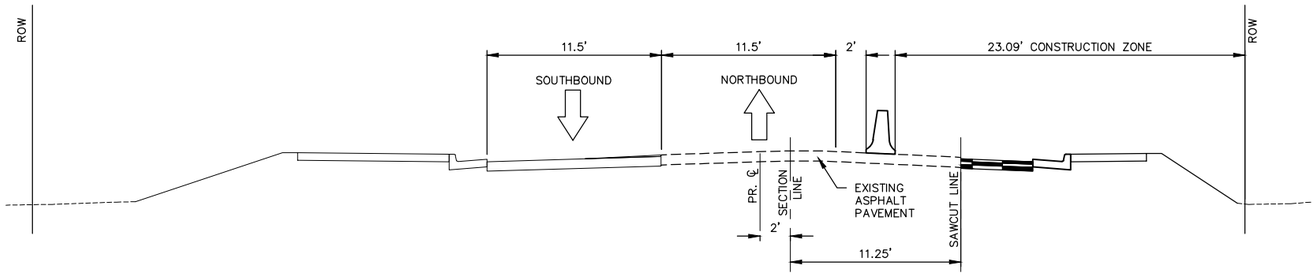
LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

SUGGESTED CONSTRUCTION PHASING TYPICAL SECTIONS

| Project No. / Code | |
|---|---|
| ADAMS COUNTY: IMP2013-00009<br>HUITT-ZOLLARS: 16-0320-01 | |
| Sheet Name | CT-1 |
| Sheet Number | 25 |

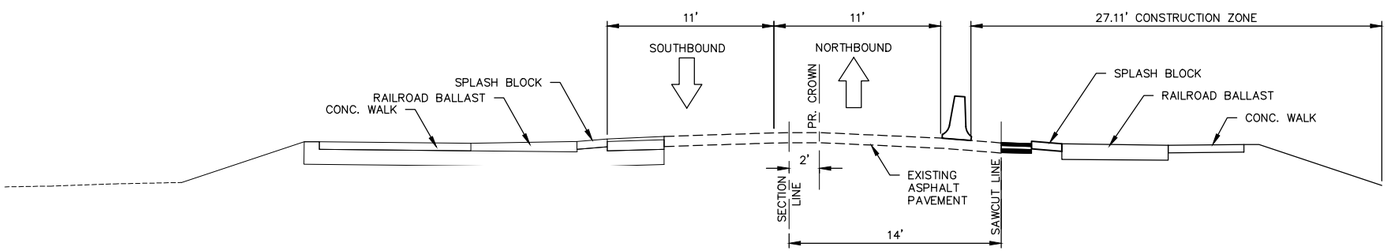
PRINTSTAMP: 2017.11.10 08:06:33 AM

# PHASE II CONSTRUCTION

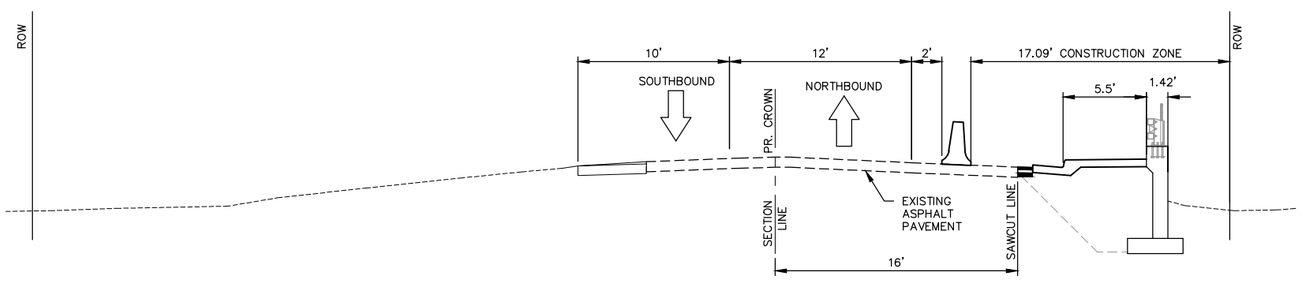



PHASE II CONSTRUCTION
STA:100+27.12 TO STA:117+06.16
TRANSITION STA:117+06.16 TO STA: 119+35.36

1. SHIFT TRAFFIC TO THE WEST ONTO THE NEW AND EXISTING PAVEMENT CONSTRUCTED IN PHASE I
2. REMOVE DETOUR PAVEMENT AND PREPARE SUB-GRADE FOR PERMANENT PAVEMENT
3. CONSTRUCT EAST SIDE OF LOWELL BLVD, INCLUDING RETAINING WALL.. (EXCEPT ASPHALT TOP LIFT)
4. INSTALL SIGNAGE AND PAVEMENT MARKINGS FOR PHASE II (TEMPORARILY COVER/MASK SIGNS AS NEEDED)




PHASE II CONSTRUCTION AT RAILS
STA:119+35.36 TO STA:121+31.54
TRANSITION STA:121+31.54 TO STA:122+46.14




PHASE II CONSTRUCTION NORTH OF RAILS
STA:122+46.14 TO STA:135+43.27

| Computer File Information | | | |
|---|---|---|---|
| Designed By: | GP | Drawn By: | JMP |
| Creation Date: | 12-17-2011 | Initials: | DKIM |
| Last Modification Date: | 11-14-2017 | Initials: | JMP |
| Drawing File Name: | .../SHEET/0320PH01-C21X-CTC.DWG | | |
| AutoCAD Version: | C3D 2014 | Units: | English |

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PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
CONTACT: JENNIFER SHI, PE

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COLORADO LICENSED
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25083
PROFESSIONAL ENGINEER

LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

SUGGESTED CONSTRUCTION PHASING TYPICAL SECTIONS

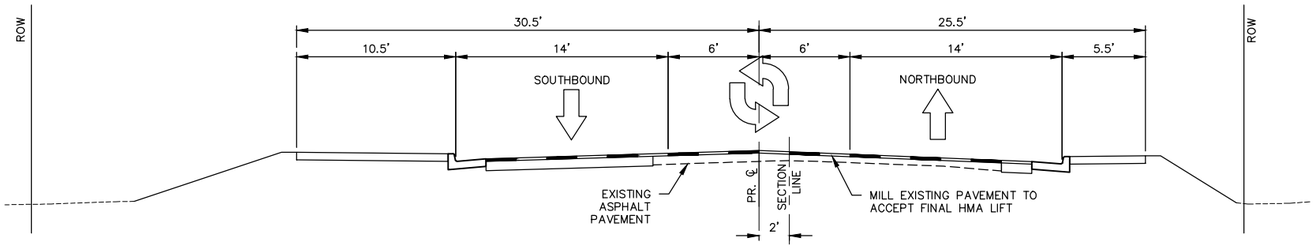
Project No. / Code
ADAMS COUNTY: IMP2013-00009
HUITT-ZOLLARS: 16-0320-01

Sheet Name CT-2

Sheet Number 26

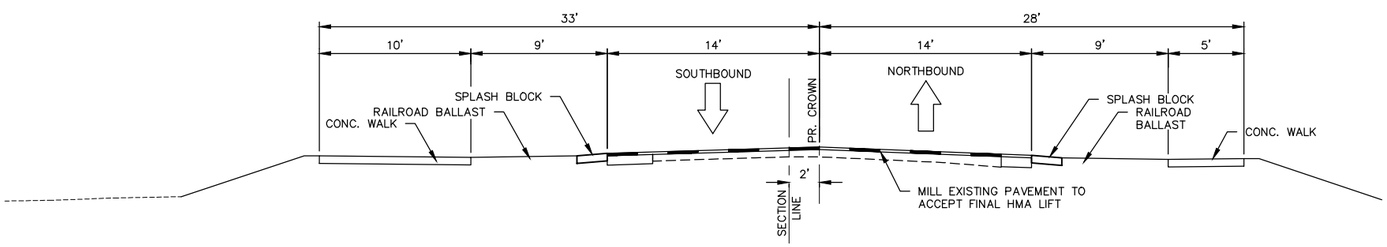
PRINTSTAMP: 2017.11.10 08:06:51 AM

# FINAL PHASE ASPHALT TOP LIFT

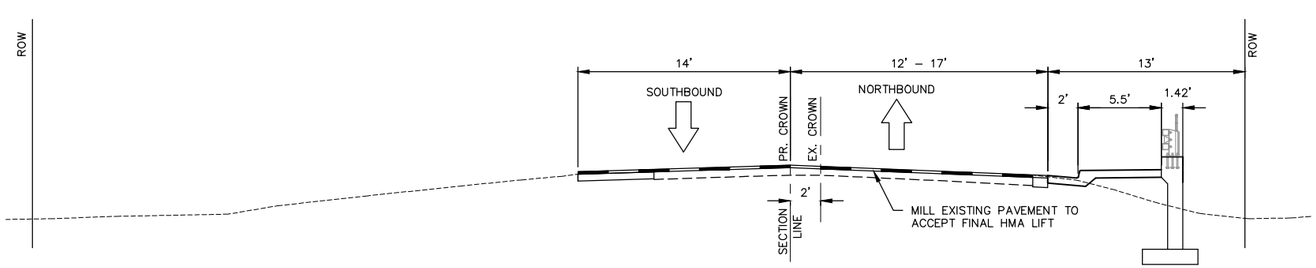



FINAL PHASE ASPHALT TOP LIFT SOUTH OF RAILS
STA:100+27.12 TO STA:117+06.16

1. PLANE EXISTING ASPHALT MAT
2. INSTALL ASPHALT TOP LIFT
3. INSTALL PERMANENT PAVEMENT MARKINGS AND UNCOVER/UNMASK SIGNS AND PAVEMENT MARKINGS
4. REMOVE REMAINING CONSTRUCTION ACTIVITY SIGNAGE




FINAL PHASE ASPHALT TOP LIFT AT RAILS
STA:119+35.36 TO STA:121+31.54
TRANSITION STA:121+31.54 TO STA:122+46.14




FINAL PHASE ASPHALT TOP LIFT NORTH OF RAILS
STA:122+46.14 TO STA:135+43.27

PRINTSTAMP: 2017.11.10 08:07:27 AM

| Computer File Information | | | |
|---|---|---|---|
| Designed By: | GP | Drawn By: | JMP |
| Creation Date: | 12-17-2011 | Initials: | DKIM |
| Last Modification Date: | 11-14-2017 | Initials: | JMP |
| Drawing File Name: | .../SHEET/0320PH01-C21X-CTC.DWG | | |
| AutoCAD Version: | C3D 2014 | Units: | English |

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| R- | | |

PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
CONTACT: JENNIFER SHI, PE

PREPARED BY:
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COLORADO LICENSED
GERALD PRUSIK
25083
PROFESSIONAL ENGINEER

LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

SUGGESTED CONSTRUCTION PHASING TYPICAL SECTIONS

| Project No. / Code | |
|---|---|
| ADAMS COUNTY: IMP2013-00009<br>HUITT-ZOLLARS: 16-0320-01 | |
| Sheet Name | CT-3 |
| Sheet Number | 27 |

811 Know what's below. Call before you dig.

END ROAD WORK G20-2 | END HIGHER FINES ZONE R2-11

500' | 500'

STA. 99+79.95

WORK ZONE G20-5P

ROAD WORK 1000 FT W20-1 | BEGIN HIGHER FINES ZONE R2-10 | SPEED LIMIT 25 R2-1 (25)

250' | 250' | 500'

STA. 99+79.95

WORK ZONE

95 PRECAST TYPE 7 CONCRETE BARRIER

DOUBLE YELLOW CENTERLINE

WHITE STRIPE

725 SY TEMPORARY HMA

STA 112+00 LOWELL HCL

MATCH LINE

50 0 50 100

STA 112+00 LOWELL HCL

65 PRECAST TYPE 7 CONCRETE BARRIER

17 PRECAST TYPE 7 CONCRETE BARRIER

31 PRECAST TYPE 7 CONCRETE BARRIER

WORK ZONE

DOUBLE YELLOW CENTERLINE

WHITE STRIPE

413 SY TEMPORARY HMA

10 SY TEMPORARY HMA

3 SY TEMPORARY HMA

21 SY TEMPORARY HMA

3 SY TEMPORARY HMA

INSTALL PERCAST TYPE 7 CONCRETE BARRIER FOR GATE PROTECTION

375 SY TEMPORARY HMA

STA 127+50 LOWELL HCL

MATCH LINE

STA 127+50 LOWELL HCL

JIM BAKER RESERVOIR

71 PRECAST TYPE 7 CONCRETE BARRIER

STA. 134+89.77

500'

10 CONSTRUCTION BARRELS AT 20' SPACING

WORK ZONE G20-5P

SPEED LIMIT 25 R2-1 (25) | BEGIN HIGHER FINES ZONE R2-10 | ROAD WORK 1000 FT W20-1

250' | 250'

LEGEND

WORK AREA

LOWELL BLVD.

DOUBLE YELLOW CENTERLINE

WHITE STRIPE

254 SY TEMPORARY HMA

STA. 134+89.77

W. 62ND AVE.

500'

500'

5-FOOT WIDE SIDEWALK (EXISTING)

END HIGHER FINES ZONE R2-11 | END ROAD WORK G20-2

WALTER LONG RESERVOIR

MATCH LINE

NOTES:

1. CONSTRUCTION TRAFFIC CONTROL QUANTITIES ARE BASED ON THE SCHEMATIC DEPICTED ON THIS SHEET.

2. THE PHASING PLAN DEPICTED HEREIN IS CONCEPTUAL ONLY. THE CONTRACTOR SHALL SUPPLY DETAILED PHASING AND TRAFFIC CONTROL PLANS TO THE OWNER FOR REVIEW AND APPROVAL.

COLORADO LICENSED GERALD PRUSIK 25083 PROFESSIONAL ENGINEER

| Computer File Information | | | |
|---|---|---|---|
| Designed By: | GP | Drawn By: | JMP |
| Creation Date: | 12-17-2011 | Initials: | DKIM |
| Last Modification Date: | 11-14-2017 | Initials: | JMP |
| Drawing File Name: | .../SHEET/0320PH01-C21X-CTC-1.DWG | | |
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| R- | | |

PREPARED FOR:

ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601

CONTACT: JENNIFER SHI, PE

PREPARED BY:

HUITT-ZOLLARS
4582 S. Ulster St. Ste 240 Denver, CO 80237
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CONTACT: GERALD PRUSIK, PE

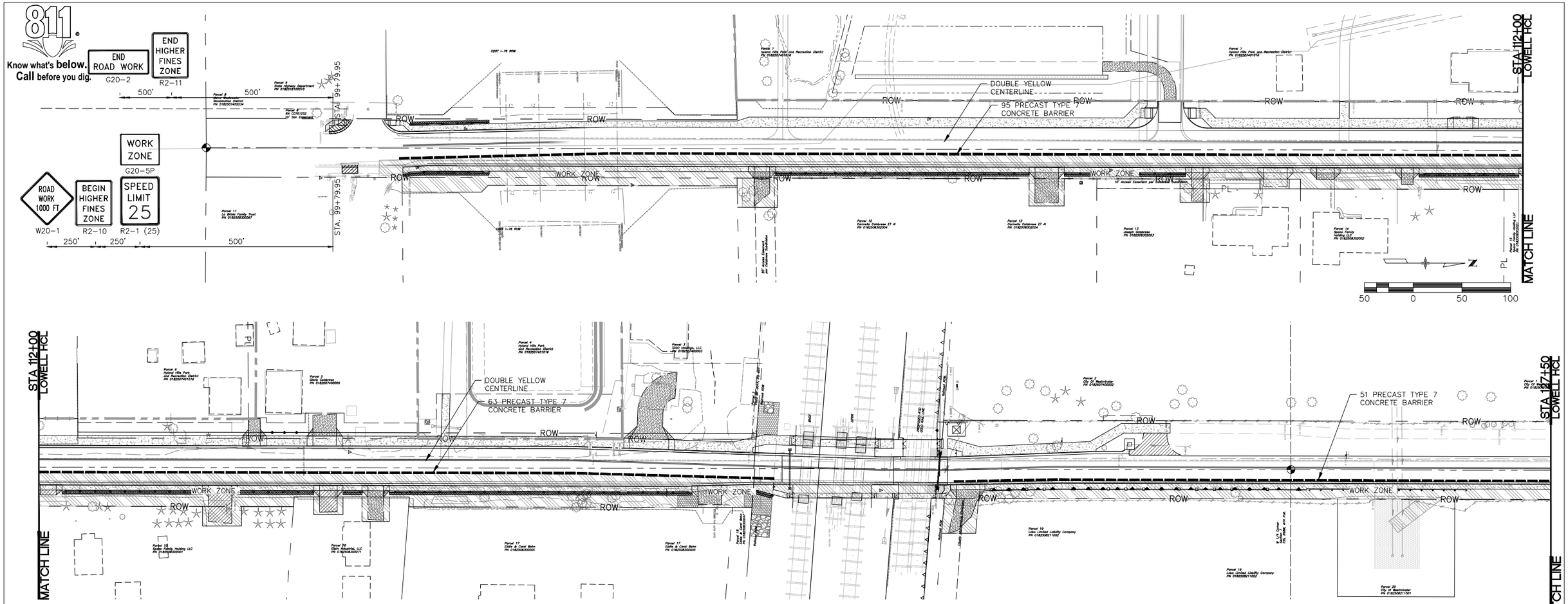
# LOWELL BOULEVARD IMPROVEMENTS

CLEAR CREEK TO W. 62ND AVENUE

# PHASE I SUGGESTED CONSTRUCTION TRAFFIC CONTROL

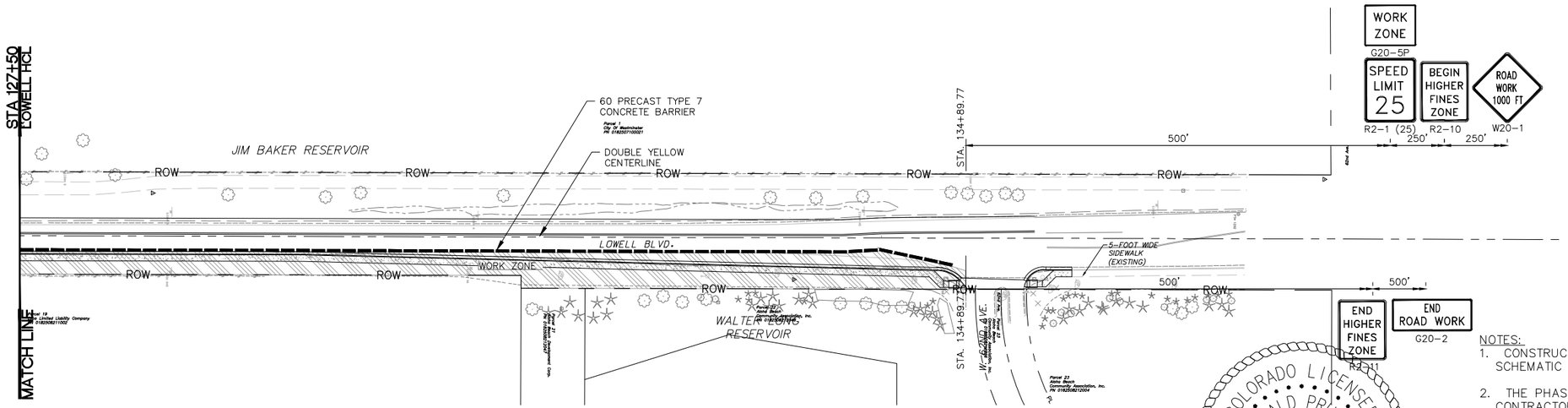
| Project No. / Code | |
|---|---|
| ADAMS COUNTY: IMP2013-00009<br>HUITT-ZOLLARS: 16-0320-01 | |
| Sheet Name | CT-4 |
| Sheet Number | 28 |

PRINTSTAMP: 2017.11.10 08:09:51 AM










LEGEND

WORK AREA

NOTES:

1. CONSTRUCTION TRAFFIC CONTROL QUANTITIES ARE BASED ON THE SCHEMATIC DEPICTED ON THIS SHEET.
2. THE PHASING PLAN DEPICTED HEREIN IS CONCEPTUAL ONLY. THE CONTRACTOR SHALL SUPPLY DETAILED PHASING AND TRAFFIC CONTROL PLANS TO THE OWNER FOR REVIEW AND APPROVAL.

COLORADO LICENSED
GERALD PRUSIK
25083
PROFESSIONAL ENGINEER

| Computer File Information | | | |
|---|---|---|---|
| Designed By: | GP | Drawn By: | JMP |
| Creation Date: | 12-17-2011 | Initials: | DKIM |
| Last Modification Date: | 11-14-2017 | Initials: | JMP |
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| AutoCAD Version: | C3D 2014 | Units: | English |

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PREPARED FOR:

ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601

CONTACT: JENNIFER SHI, PE

PREPARED BY:

HUITT-ZOLLARS
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CONTACT: GERALD PRUSIK, PE

# LOWELL BOULEVARD IMPROVEMENTS

CLEAR CREEK TO W. 62ND AVENUE

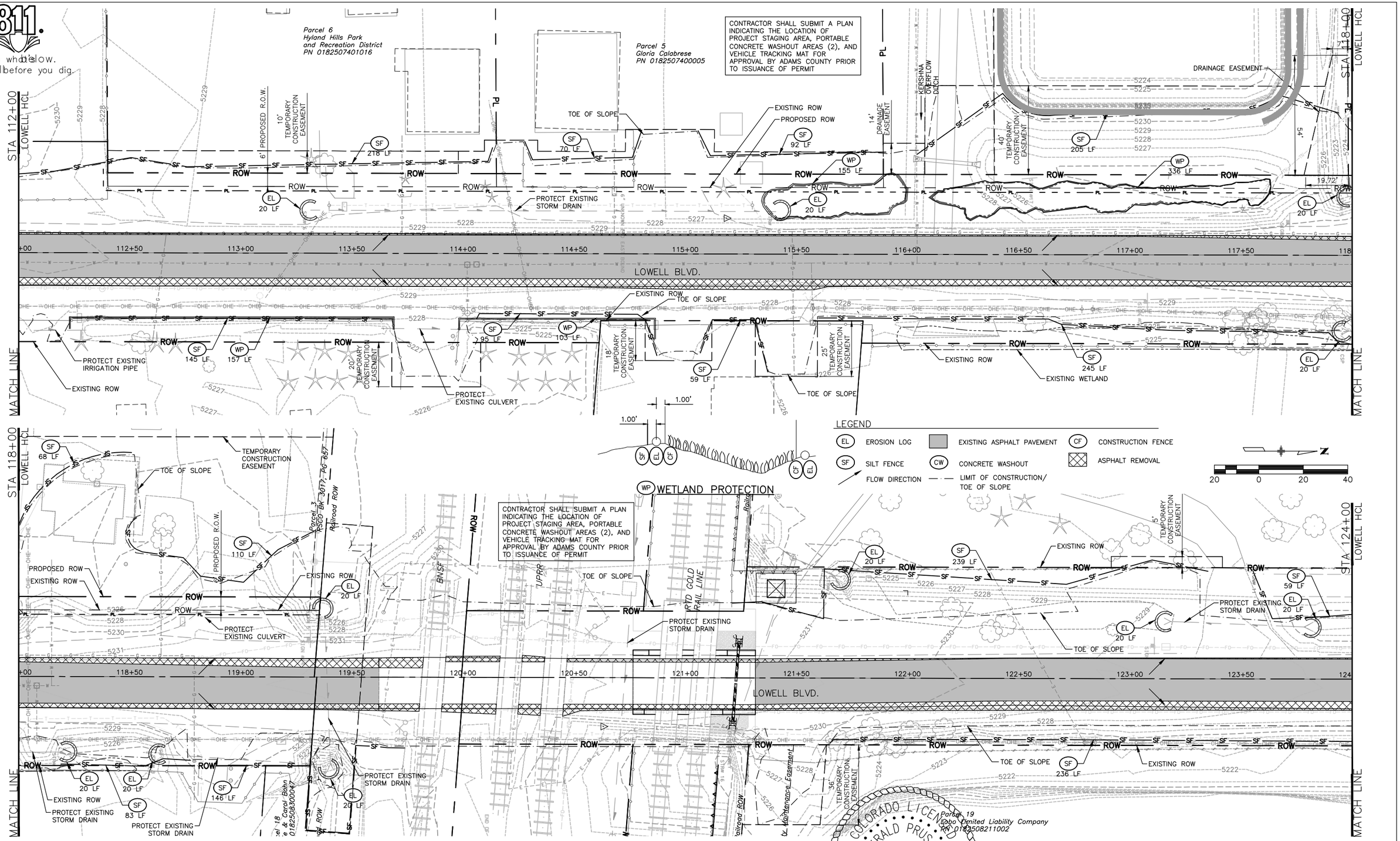
## PHASE II SUGGESTED CONSTRUCTION TRAFFIC CONTROL

| Project No. / Code | |
|---|---|
| ADAMS COUNTY: IMP2013-00009<br>HUITT-ZOLLARS: 16-0320-01 | |
| Sheet Name | CT-5 |
| Sheet Number | 29 |

PRINTSTAMP: 2017.11.10 08:12:38 AM

811. Know what's below. Call before you dig.

CONTRACTOR SHALL SUBMIT A PLAN INDICATING THE LOCATION OF PROJECT STAGING AREA, PORTABLE CONCRETE WASHOUT AREAS (2), AND VEHICLE TRACKING MAT FOR APPROVAL BY ADAMS COUNTY PRIOR TO ISSUANCE OF PERMIT

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| Creation Date: | 12-17-2011 | Initials: | DKIM |
| Last Modification Date: | 11-14-2017 | Initials: | JMP |
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| AutoCAD Version: | C3D 2014 | Units: | English |

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PREPARED FOR:

ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
CONTACT: JENNIFER SHI, PE

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COLORADO LICENSED
GERALD PRUSIK
25083
PROFESSIONAL ENGINEER

# LOWELL BOULEVARD IMPROVEMENTS

CLEAR CREEK TO W. 62ND AVENUE

## SITE PLAN - INITIAL STORMWATER MANAGEMENT PLAN

Project No. / Code
ADAMS COUNTY: IMP2013-00009
HUITT-ZOLLARS: 16-0320-01

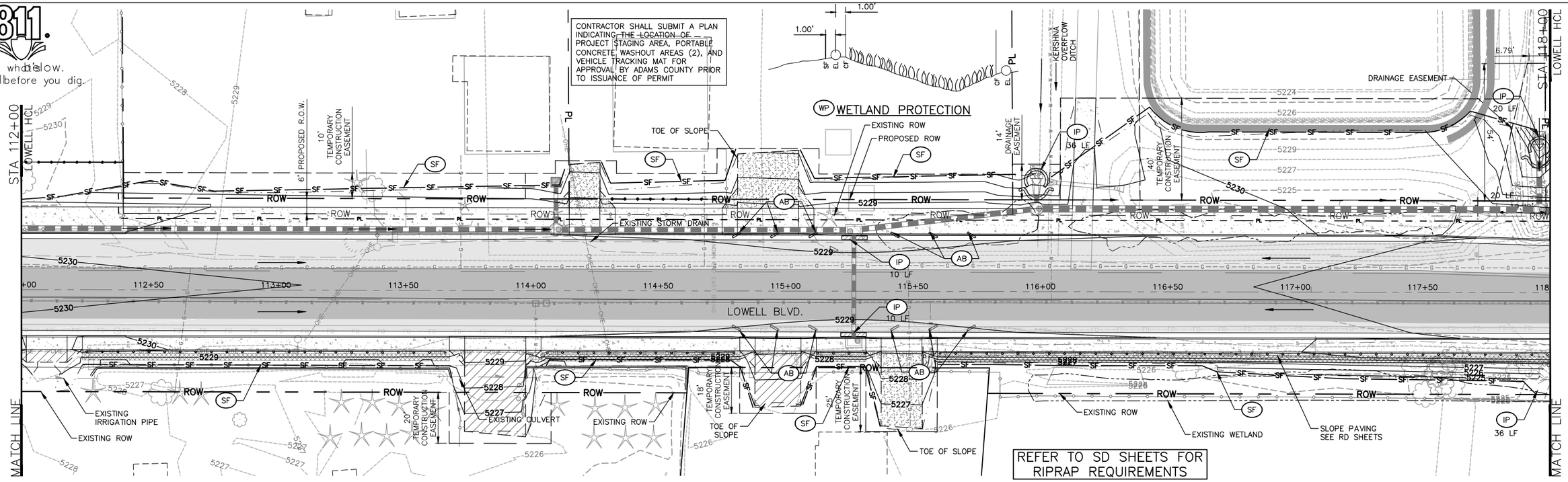
Sheet Name EC-3

Sheet Number 37

811. Know what's below. Call before you dig.

CONTRACTOR SHALL SUBMIT A PLAN INDICATING THE LOCATION OF PROJECT STAGING AREA, PORTABLE CONCRETE WASHOUT AREAS (2), AND VEHICLE TRACKING MAT FOR APPROVAL BY ADAMS COUNTY PRIOR TO ISSUANCE OF PERMIT

WP WETLAND PROTECTION




REFER TO SD SHEETS FOR RIPRAP REQUIREMENTS

LEGEND

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| EL | EROSION LOG | VTC | VEHICLE TRACKING CONTROL | | FLOW DIRECTION | | CONCRETE WALK |
| SF | SILT FENCE | CW | CONCRETE WASHOUT | AB | AGGREGATE BAG | | EXISTING ASPHALT PAVEMENT |
| IP | INLET PROTECTION | SA | STAGING AREA | | PLANE | OP | OUTLET PROTECTION PER CDOT STANDARD PLAN 208 |

LIMIT OF CONSTRUCTION/ TOE OF SLOPE

N 20 0 20 40

| Computer File Information | | | |
|---|---|---|---|
| Designed By: | GP | Drawn By: | JMP |
| Creation Date: | 12-17-2011 | Initials: | DKIM |
| Last Modification Date: | 11-14-2017 | Initials: | JMP |
| Drawing File Name: | .../SHEET/0320PH01-C41X-CSWM2.DWG | | |
| AutoCAD Version: | C3D 2014 | Units: | English |

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| R- | | |

PREPARED FOR:

ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601

CONTACT: JENNIFER SHI, PE

PREPARED BY:

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CONTACT: GERALD PRUSIK, PE

COLORADO LICENSED
GERALD PRUSIK
25083
PROFESSIONAL ENGINEER

# LOWELL BOULEVARD IMPROVEMENTS

CLEAR CREEK TO W. 62ND AVENUE

## SITE PLAN - INTERIM STORMWATER MANAGEMENT PLAN

Project No. / Code: ADAMS COUNTY: IMP2013-00009 HUITT-ZOLLARS: 16-0320-01

Sheet Name: EC-7

Sheet Number: 41

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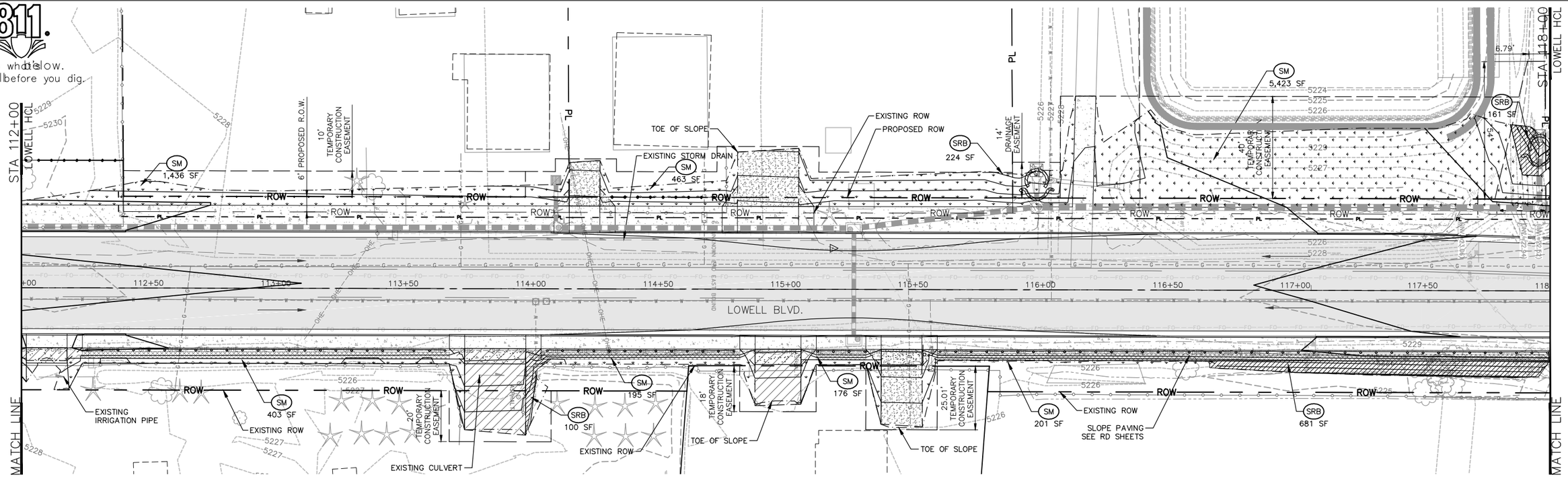
811. Know what's below. Call before you dig.



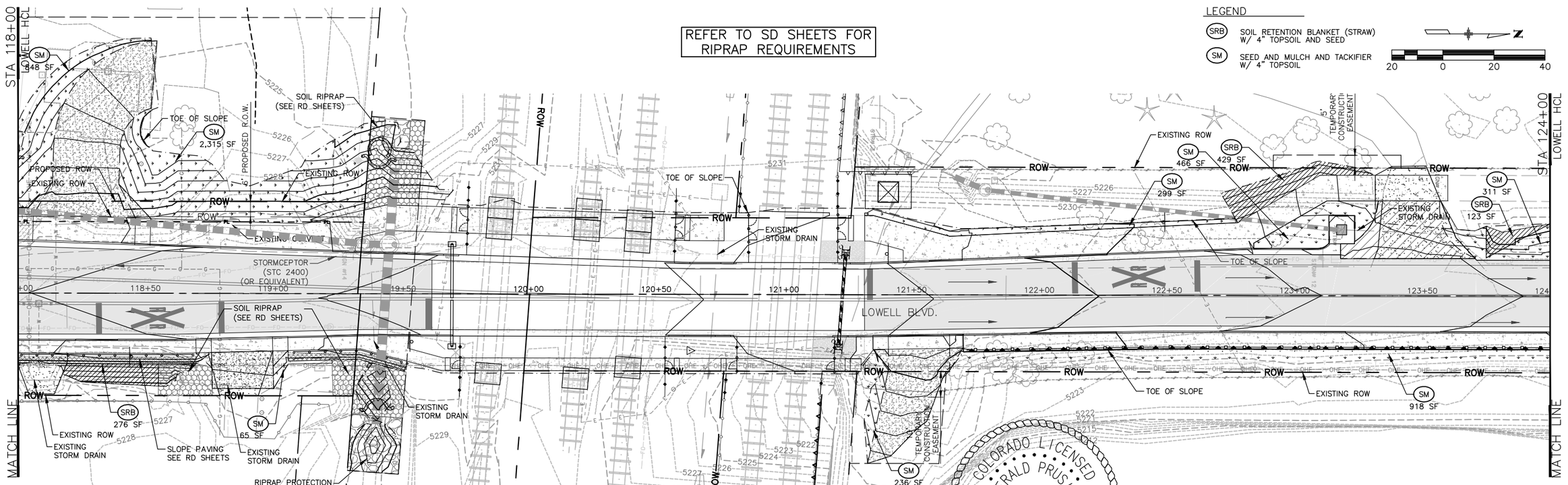

REFER TO SD SHEETS FOR RIPRAP REQUIREMENTS

LEGEND

SRB — SOIL RETENTION BLANKET (STRAW) W/ 4" TOPSOIL AND SEED

SM — SEED AND MULCH AND TACKIFIER W/ 4" TOPSOIL

20 0 20 40




COLORADO LICENSED
GERALD PRUSIK
25083
PROFESSIONAL ENGINEER

| Computer File Information | | | |
|---|---|---|---|
| Designed By: | GP | Drawn By: | JMP |
| Creation Date: | 12-17-2011 | Initials: | DKIM |
| Last Modification Date: | 11-14-2017 | Initials: | JMP |
| Drawing File Name: | .../SHEET/0320PH01-C41X-CSWM3.DWG | | |
| AutoCAD Version: | C3D 2014 | Units: | English |

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PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
CONTACT: JENNIFER SHI, PE

PREPARED BY:
HUITT-ZOLLARS
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Phone (303) 740-7325 Fax (303) 224-9997
CONTACT: GERALD PRUSIK, PE

# LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

## SITE PLAN - FINAL STORMWATER MANAGEMENT PLAN

Project No. / Code
ADAMS COUNTY: IMP2013-00009
HUITT-ZOLLARS: 16-0320-01

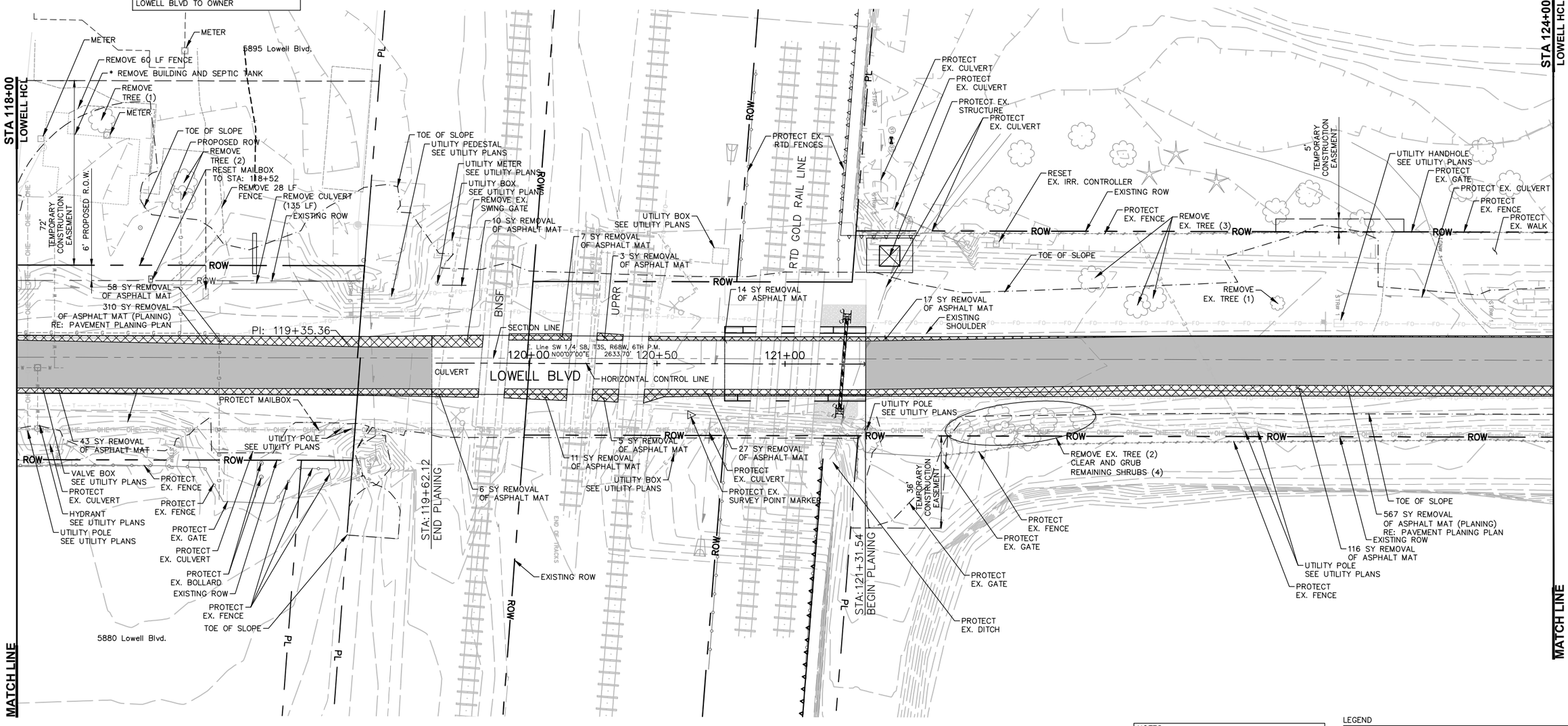
Sheet Name EC-11

Sheet Number 45

PRINTSTAMP: 2017.11.10 08:42:33 AM

811. Know what's below. Call before you dig.

* THE CONTRACTOR SHALL COORDINATE WITH THE PROPERTY OWNER TO FACILITATE THE SHUTDOWN OF EXISTING UTILITIES AND DISPOSITION OF EXISTING METERS.




NOTES:
1. FOR RESETS AND ADJUSTMENTS OF SIGNS AND UTILITIES, REFER TO THE SIGNING AND STRIPING PLANS AND THE UTILITY PLANS
2. REFER TO TABULATION OF FENCE FOR FENCE REMOVALS AND RESETS
3. ALL GATES, STRUCTURES, AND FENCES WILL BE REPLACED IN KIND UNLESS OTHERWISE VERIFIED IN WRITING BY THE CONTRACTOR AND PROJECT OWNER.
4. THE CONTRACTOR SHALL COORDINATE THE RETURN OF ANY PRIVATE SIGN DESIGNATED TO BE REMOVED IN THIS PLAN SET WITH THE SIGN OWNER.

LEGEND

- REMOVAL OF ASPHALT MAT
- REMOVAL OF ASPHALT MAT (PLANING)
- CONSTRUCTION LIMITS
- APPROX. WETLAND LIMIT

20 0 20 40

| Computer File Information | | | |
|---|---|---|---|
| Designed By: | GP | Drawn By: | JMP |
| Creation Date: | 12-17-2011 | Initials: | DKIM |
| Last Modification Date: | 11-14-2017 | Initials: | JMP |
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| AutoCAD Version: | C3D 2014 | Units: | English |

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PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
CONTACT: JENNIFER SHI, PE

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Phone (303) 740-7325 Fax (303) 224-9997
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COLORADO LICENSED GERALD PRUSIK 25083 PROFESSIONAL ENGINEER

# LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

## DEMOLITION AND MISC. RESETS PLAN

Project No. / Code
ADAMS COUNTY: IMP2013-00009
HUITT-ZOLLARS: 16-0320-01

Sheet Name DM-4

Sheet Number 51

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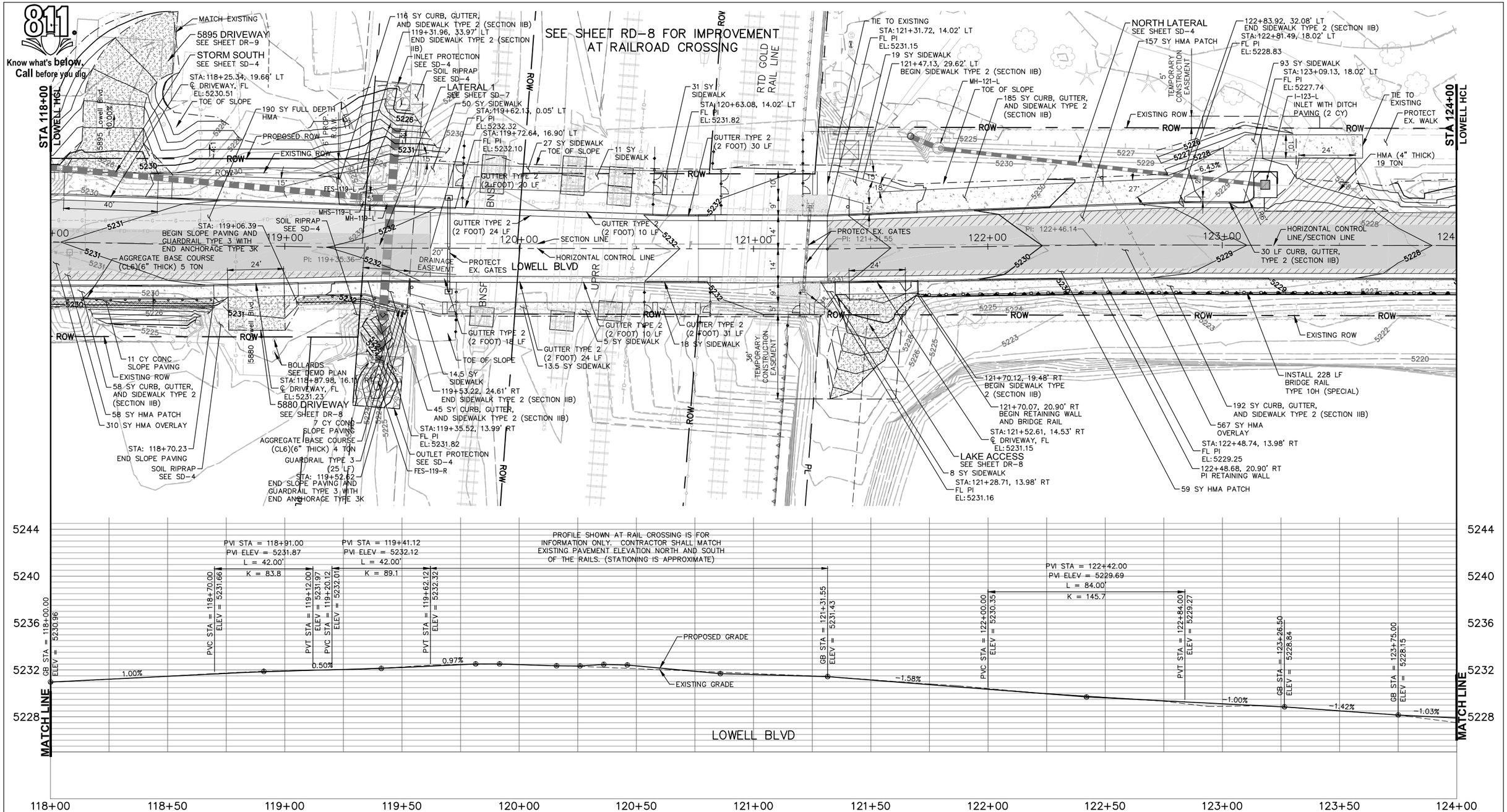


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PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
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GERALD PRUSIK
25083
PROFESSIONAL ENGINEER

# LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

## ROADWAY PLAN AND PROFILE

| | |
|---|---|
| Project No. / Code | ADAMS COUNTY: IMP2013-00009<br>HUITT-ZOLLARS: 16-0320-01 |
| Sheet Name | RD-4 |
| Sheet Number | 61 |

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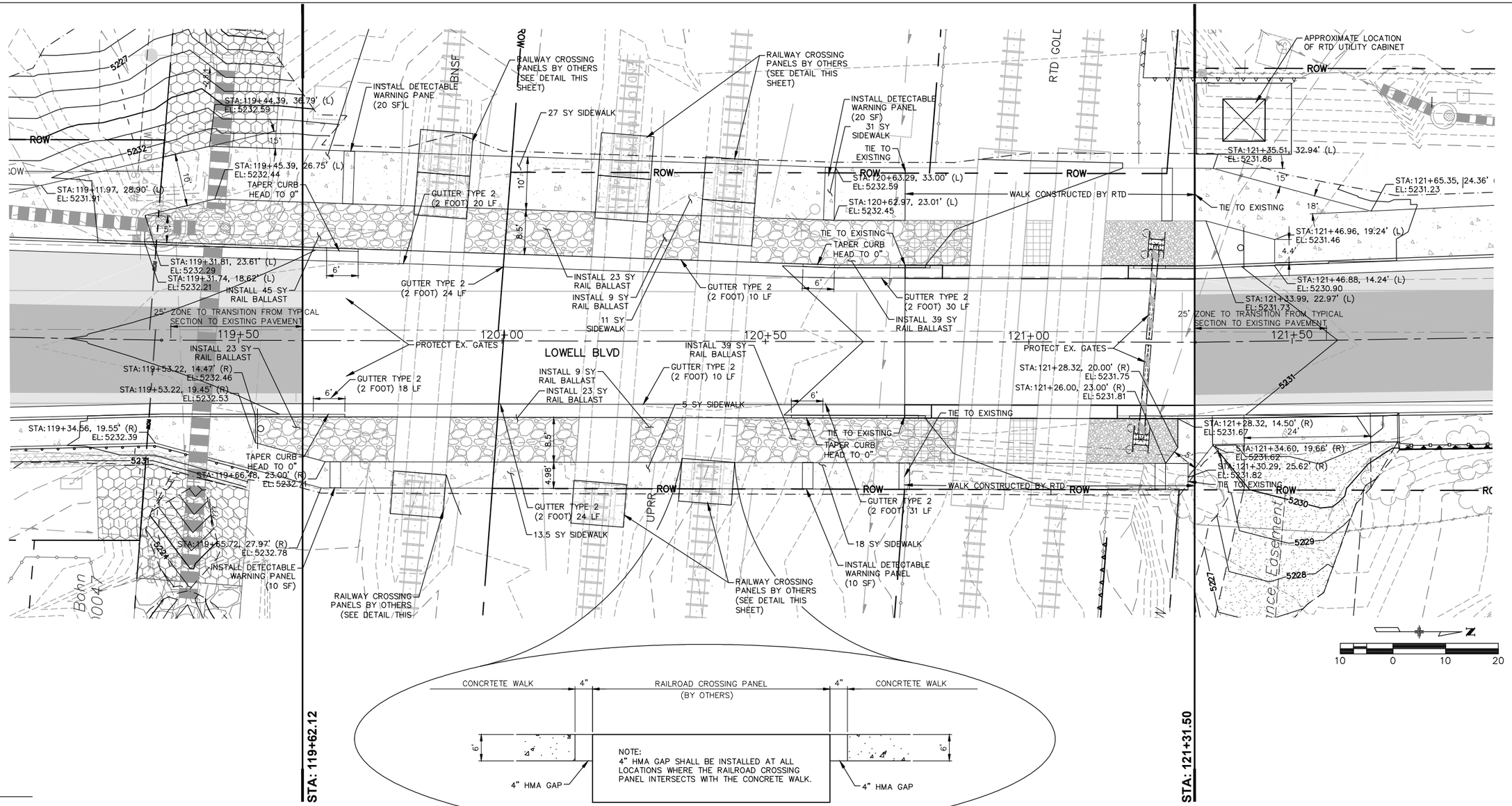
811.
Know what's below.
Call before you dig.




LEGEND

- FULL DEPTH HMA
- HMA OVERLAY
- HMA PATCH
- CONCRETE WALK
- RAIL BALLAST
- SOIL RIPRAP

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| AutoCAD Version: | C3D 2014 | Units: | English |

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PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
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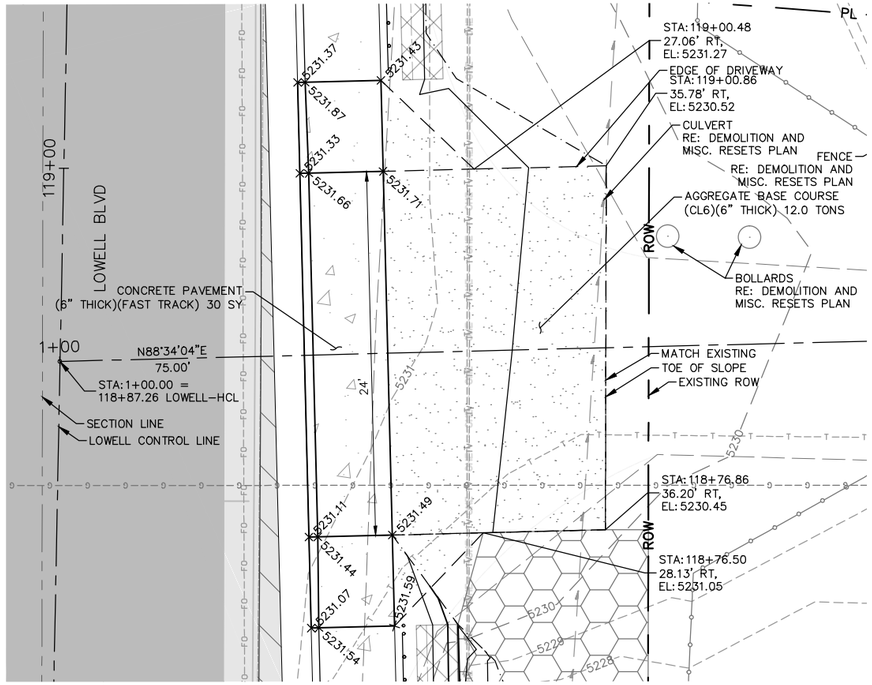
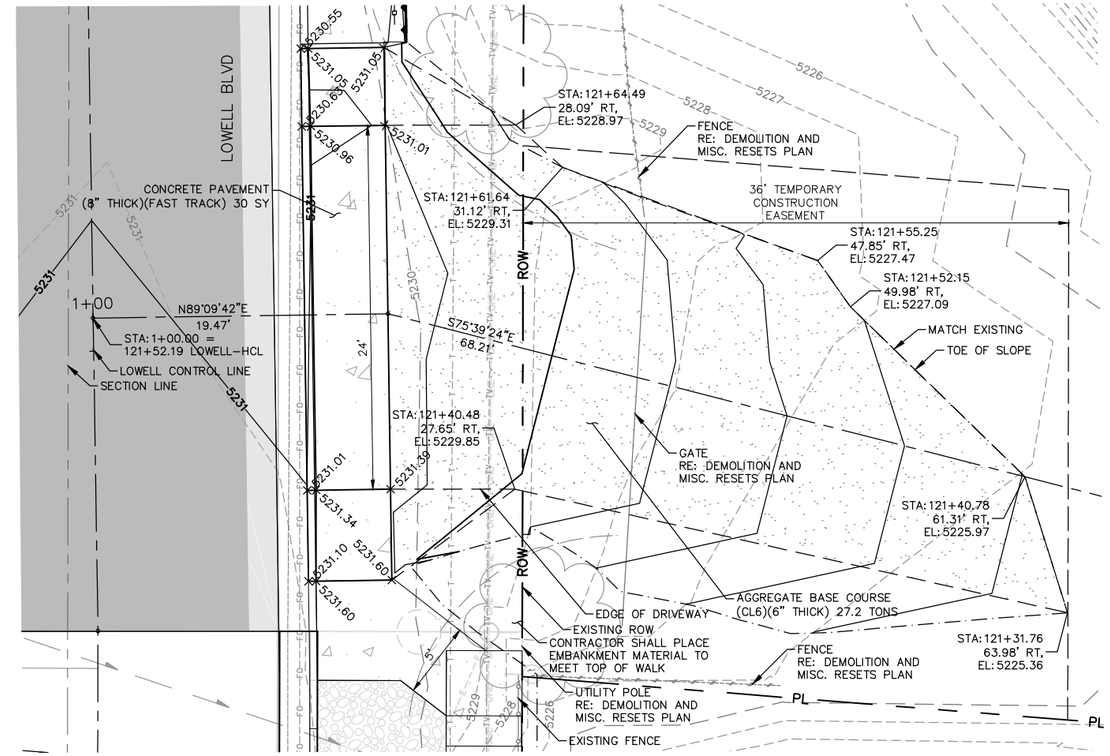
LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

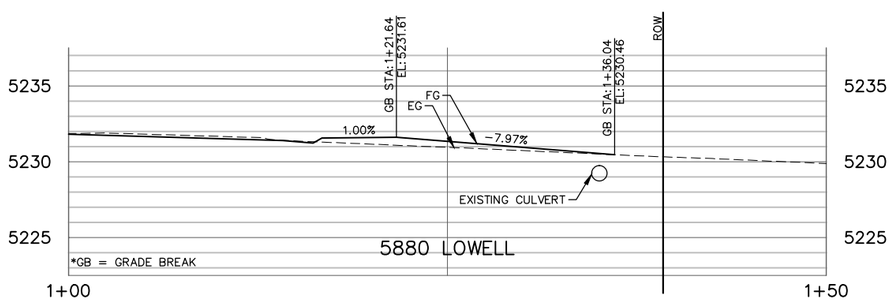
RAILROAD CROSSING DETAIL

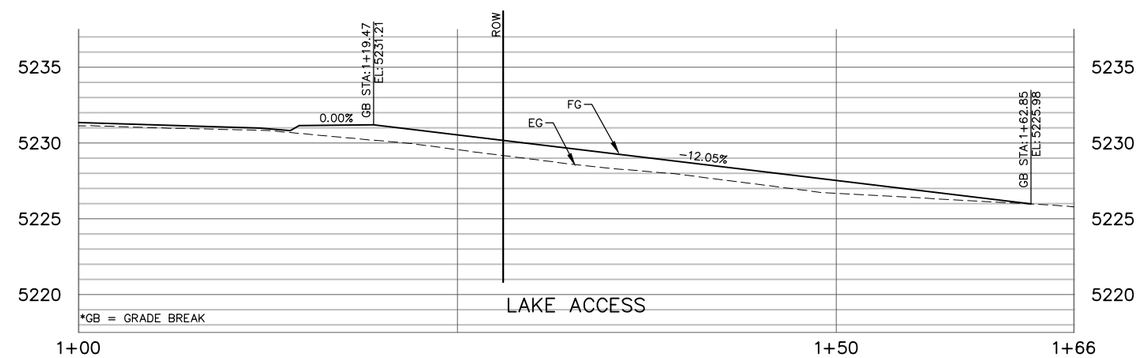
| Project No. / Code | |
|---|---|
| ADAMS COUNTY: IMP2013-00009<br>HUITT-ZOLLARS: 16-0320-01 | |
| Sheet Name | RD-8 |
| Sheet Number | 65 |

811. Know what's below. Call before you dig.




NOTES:

1. CONTRACTOR SHALL MATCH EXISTING DRIVEWAY MATERIAL AND WIDTH FROM BACK OF WALK TO EXISTING GRADE
2. REFER TO TX-1 FOR DRIVEWAY PAVEMENT SECTIONS

**LEGEND**

CONCRETE PAVEMENT

HMA

AGGREGATE BASE COURSE

N

5 0 5 10

HOR: 1" = 5'
VER: 1" = 10'

| Computer File Information | | | |
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| Designed By: | GP | Drawn By: | JMP |
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| Last Modification Date: | 11-14-2017 | Initials: | JMP |
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PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
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# LOWELL BOULEVARD IMPROVEMENTS

CLEAR CREEK TO W. 62ND AVENUE

## DRIVEWAY DETAILS

| Project No. / Code | |
|---|---|
| ADAMS COUNTY: IMP2013-00009<br>HUITT-ZOLLARS: 16-0320-01 | |
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| Sheet Number | 74 |

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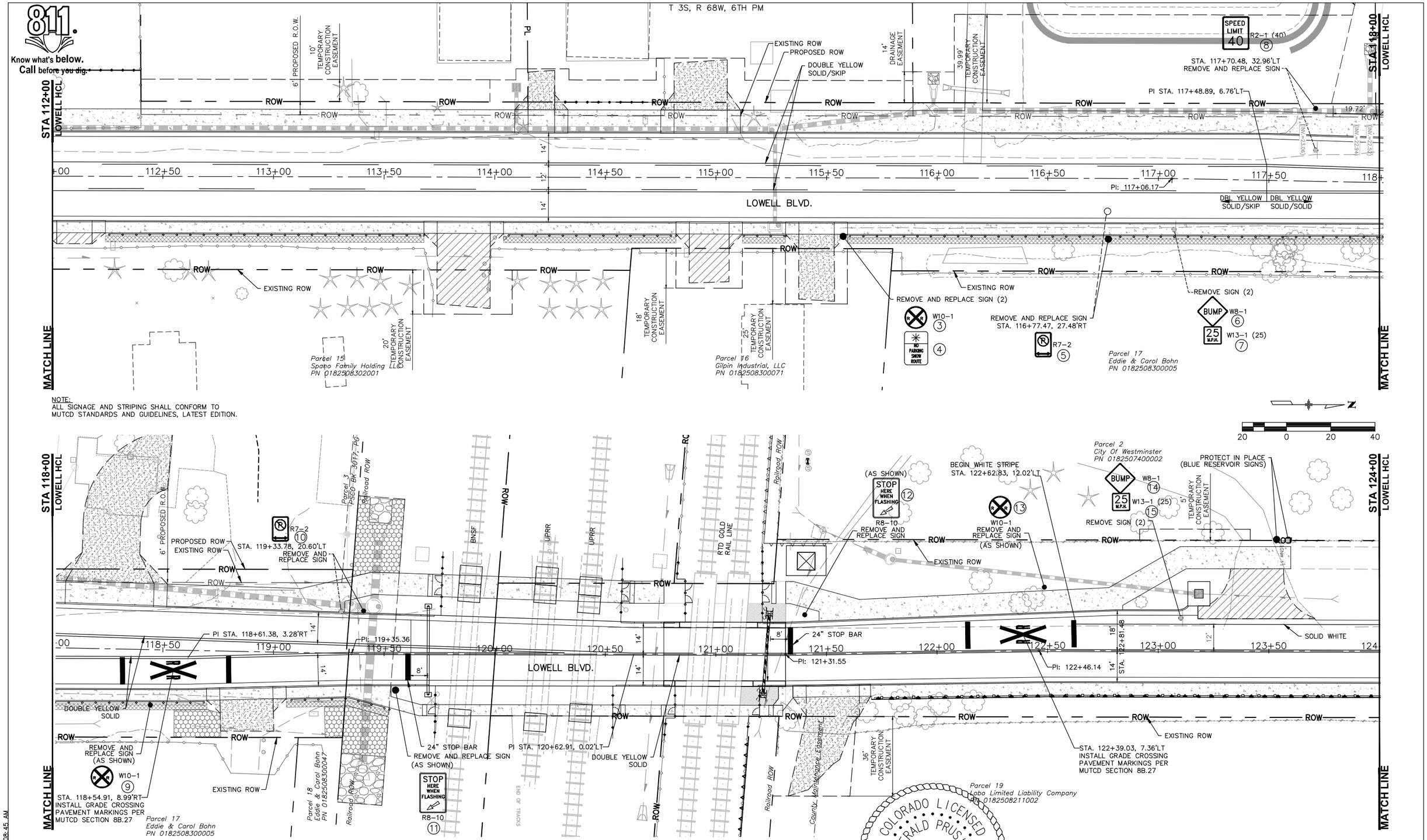


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R-

PREPARED FOR:

ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
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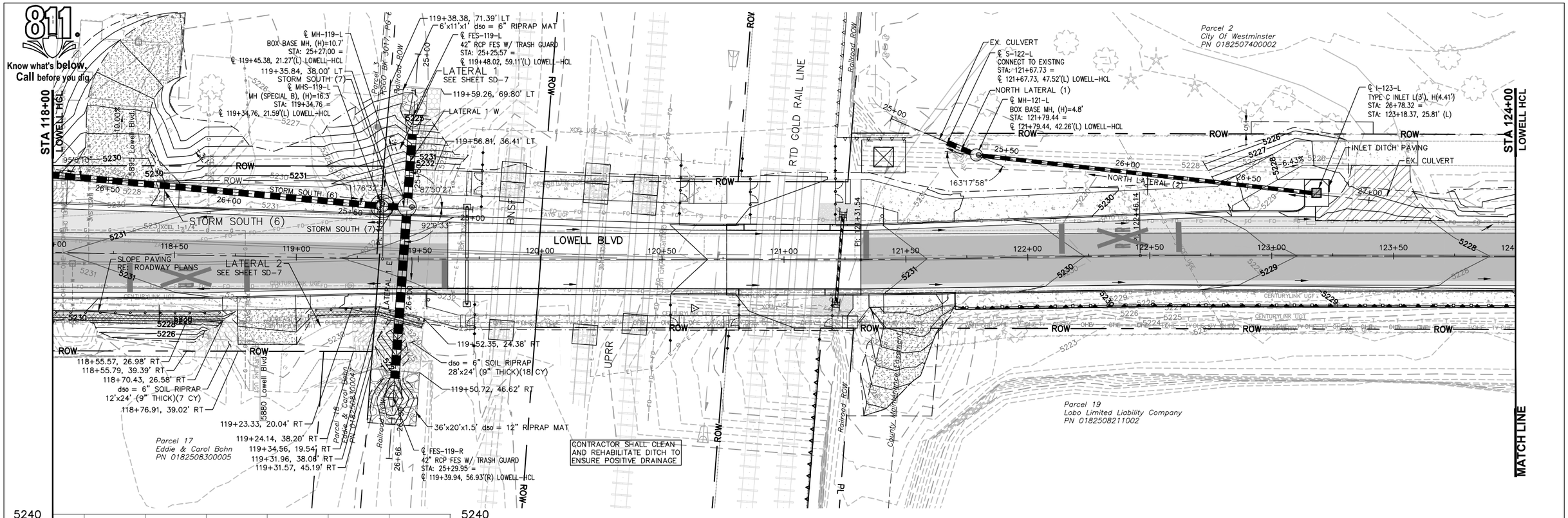
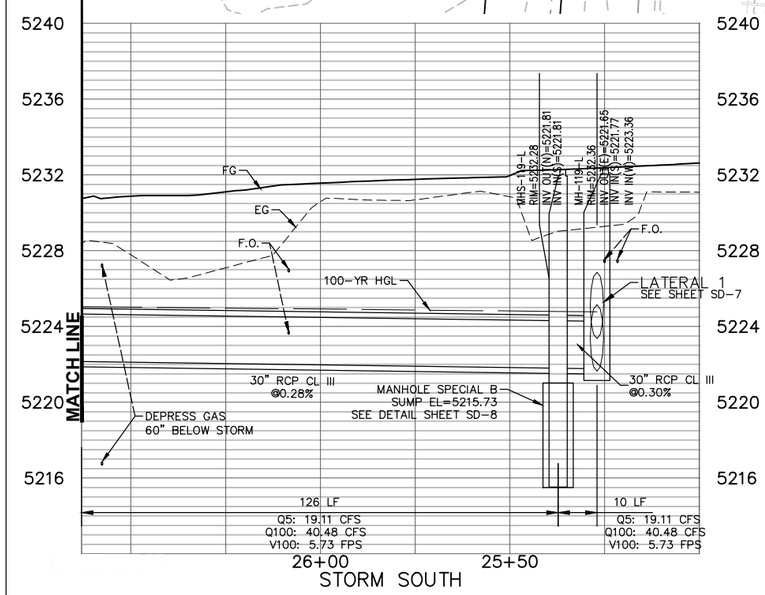
# LOWELL BOULEVARD IMPROVEMENTS

CLEAR CREEK TO W. 62ND AVENUE

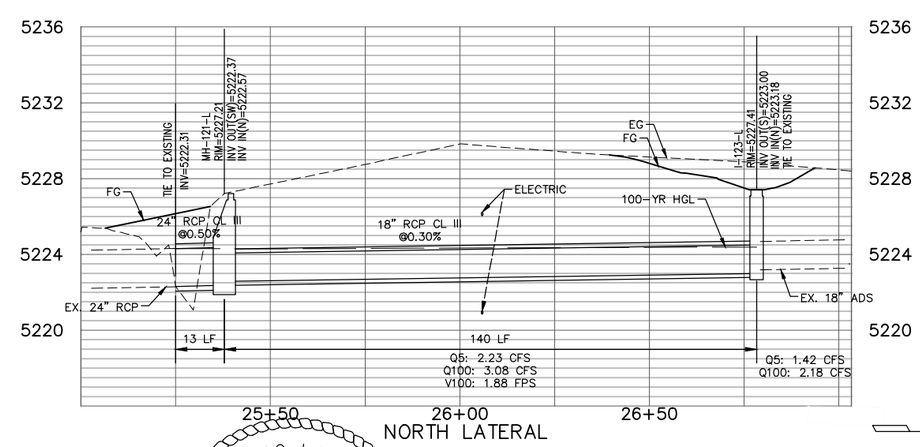
## SIGNING AND STRIPING PLANS

| Project No. / Code | |
|---|---|
| ADAMS COUNTY: IMP2013-00009<br>HUITT-ZOLLARS: 16-0320-01 | |
| Sheet Name | SS-2 |
| Sheet Number | 80 |




NOTE:
1. INSTALL MANHOLE CONES AND LADDER TO LOCATE RING AND COVER OUT OF CURB AND PAN
2. INLET INSERTION STATIONS AND OFFSET IS AT THE CENTER OF INLET AT TOP BACK OF CURB.
3. ALL STORM SEWER MANHOLE COVERS AND INLET GRATES SHALL CONFORM TO ADAMS COUNTY STANDARDS.
4. ALL RCP PIPES SHALL BE CLASS III UNLESS NOTED OTHERWISE.




SCALE:
HORIZ: 1"=40'
VERT: 1"=8'

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GERALD PRUSIK
25083
PROFESSIONAL ENGINEER

| Computer File Information | | | |
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| Designed By: | GP | Drawn By: | JMP |
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PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
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LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

STORM DRAIN
PLAN AND PROFILE

Project No. / Code
ADAMS COUNTY: IMP2013-00009
HUITT-ZOLLARS: 16-0320-01

Sheet Name SD-4

Sheet Number 87

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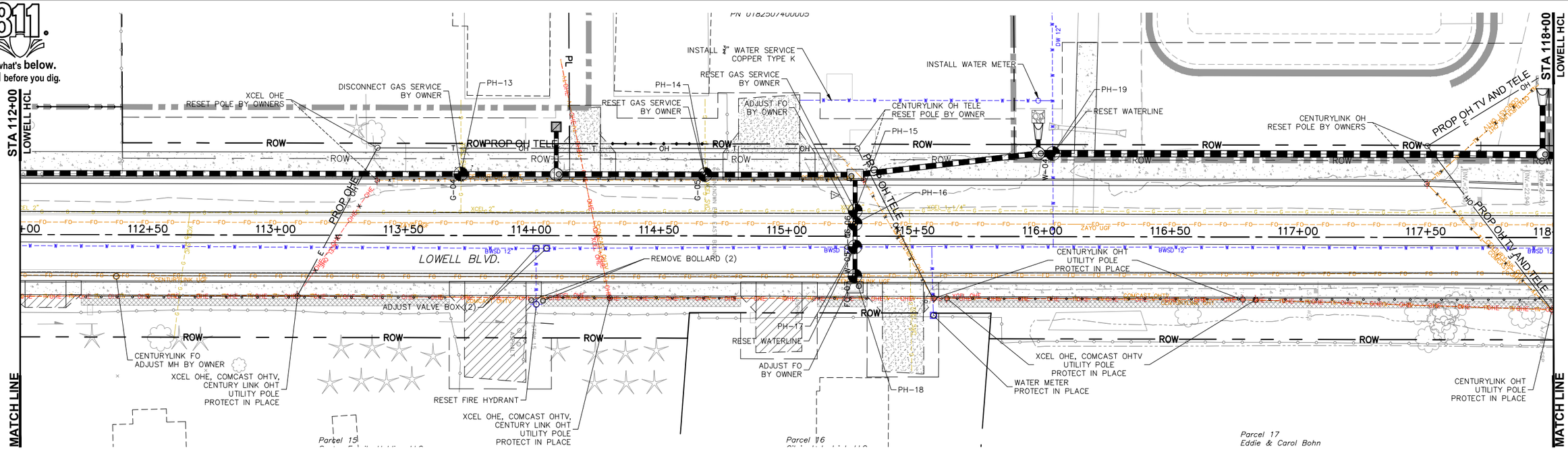


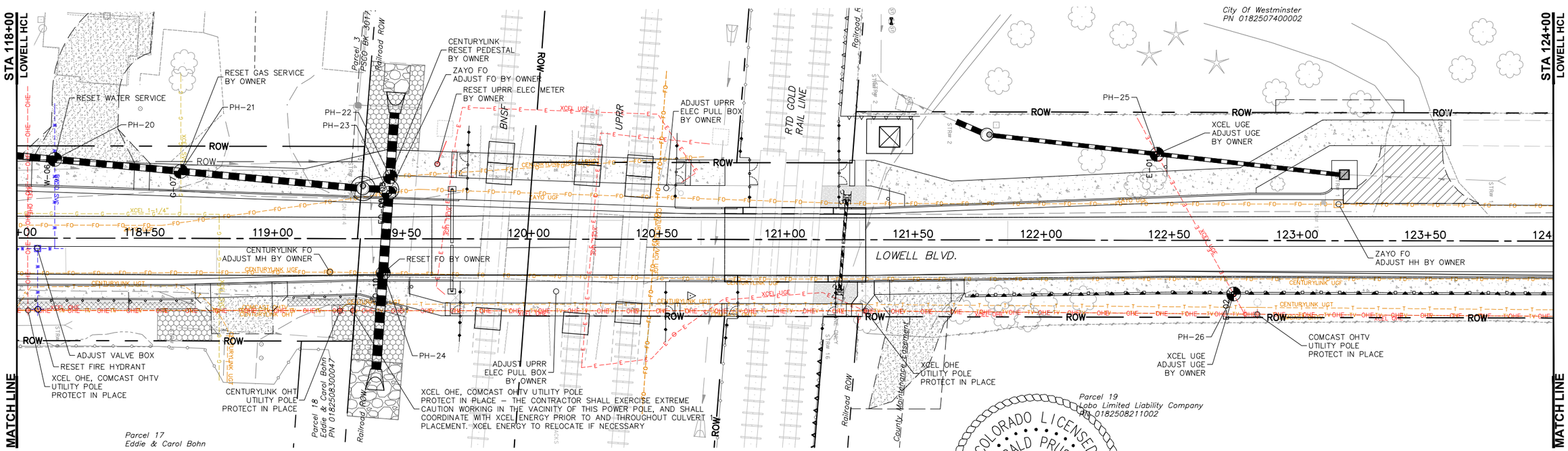


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PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
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# LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

## UTILITY PLAN

Project No. / Code
ADAMS COUNTY: IMP2013-00009
HUITT-ZOLLARS: 16-0320-01

Sheet Name UT-2

Sheet Number 95

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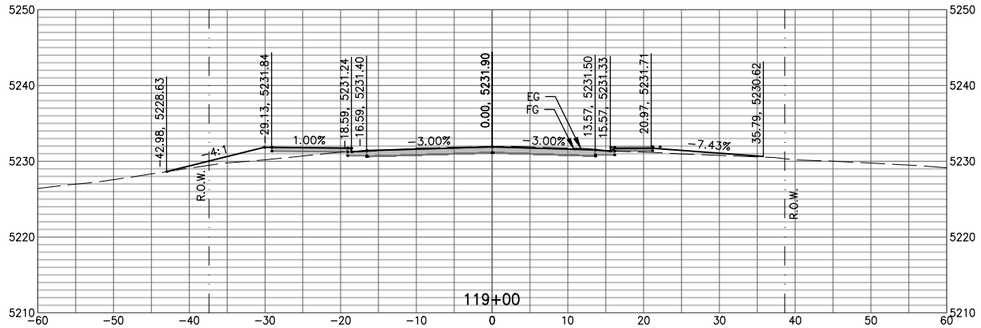


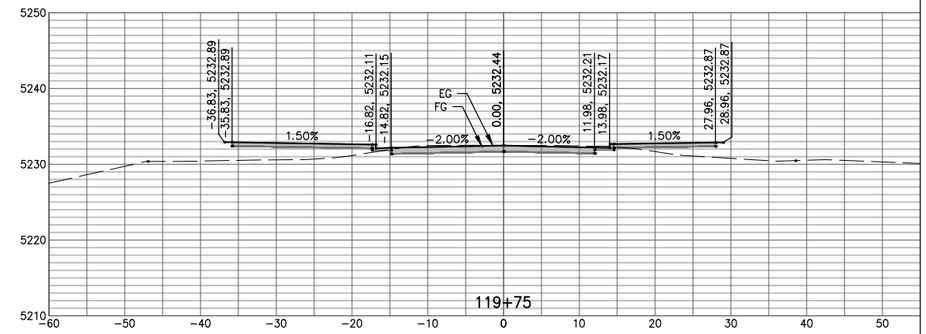


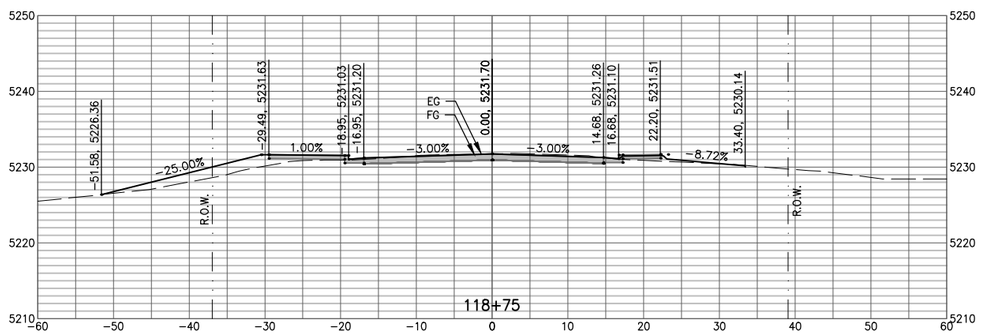


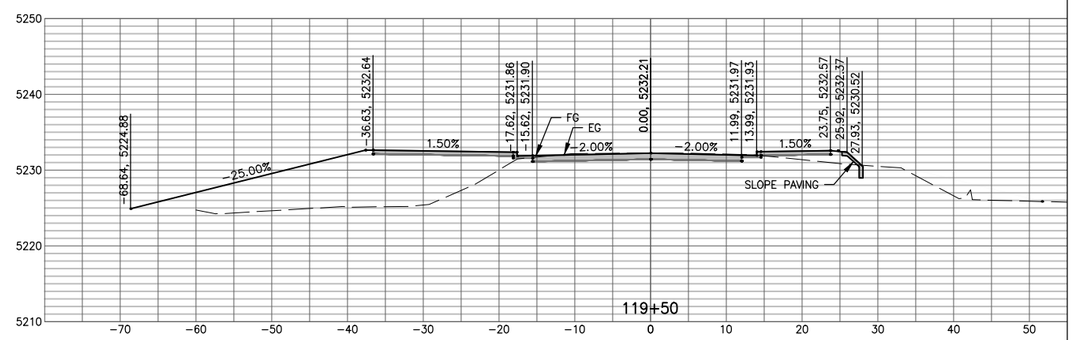


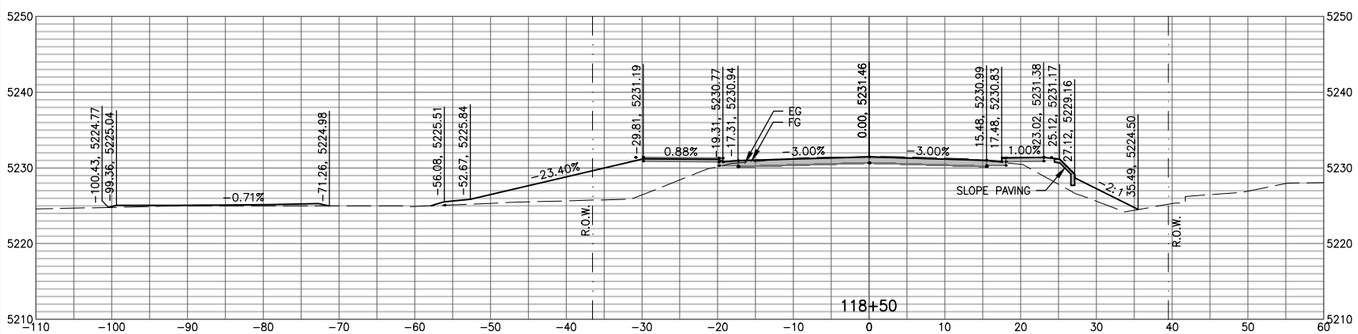


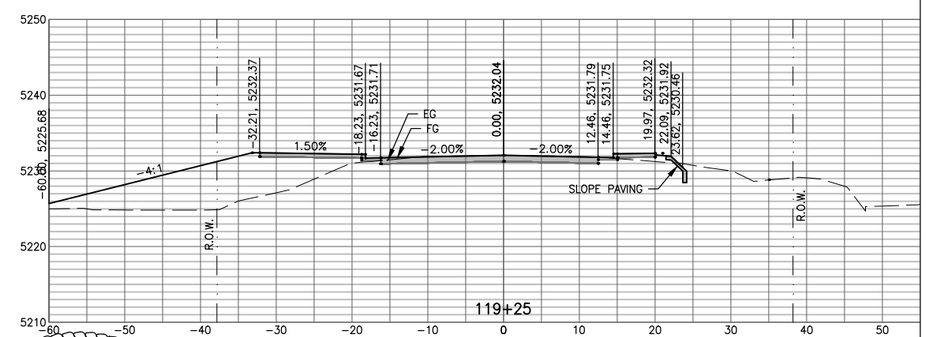


SCALE:
1"=20' HORIZ
1"=20' VERT

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GERALD PRUSIK
25083
PROFESSIONAL ENGINEER

| Computer File Information | | | |
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| AutoCAD Version: | C3D 2014 | Units: | English |

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PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
CONTACT: JENNIFER SHI, PE

PREPARED BY:
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LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

ROADWAY
CROSS SECTIONS

Project No. / Code
ADAMS COUNTY: IMP2013-00009
HUITT-ZOLLARS: 16-0320-01

Sheet Name XS-15

Sheet Number 117

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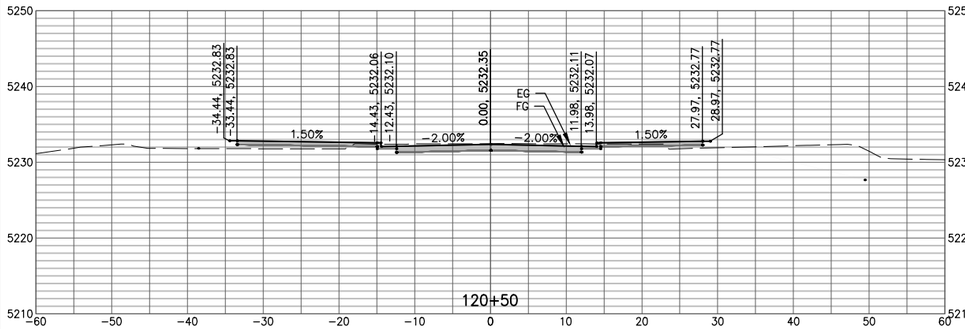


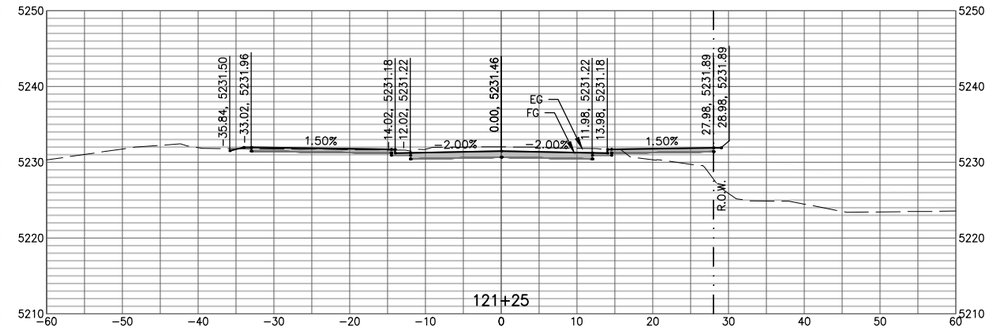


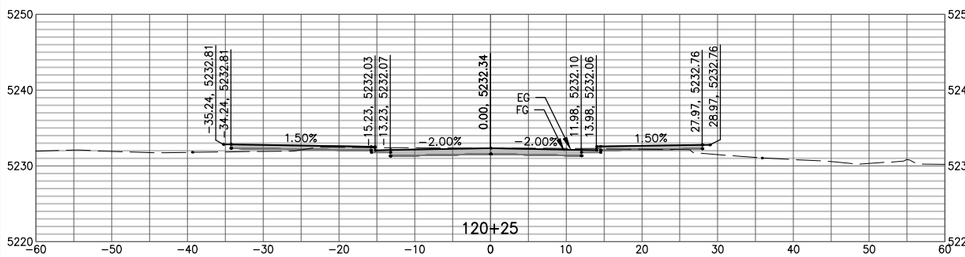


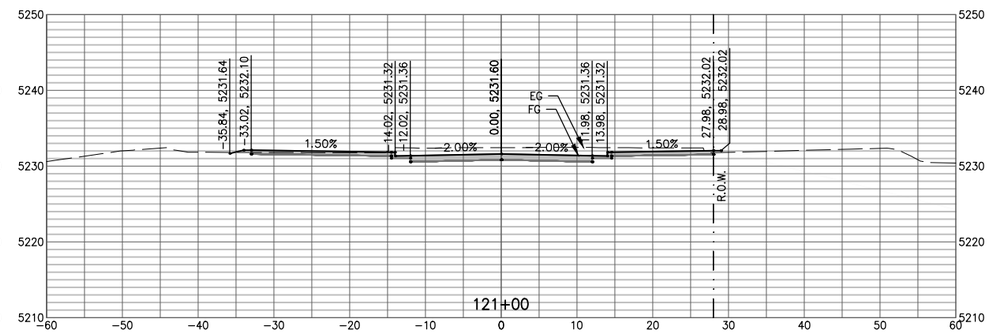


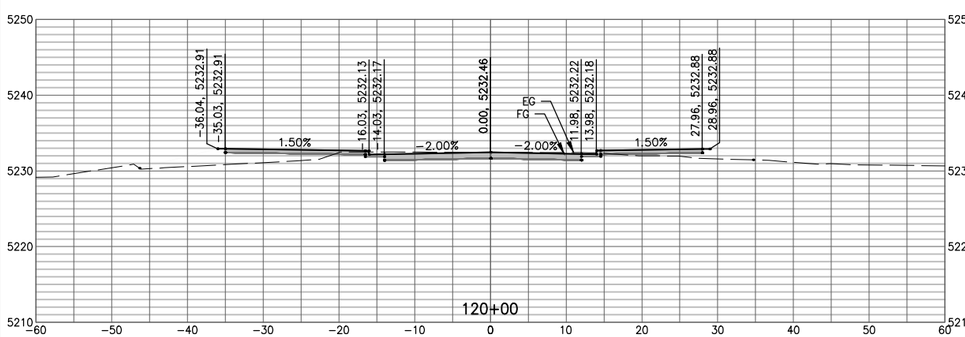


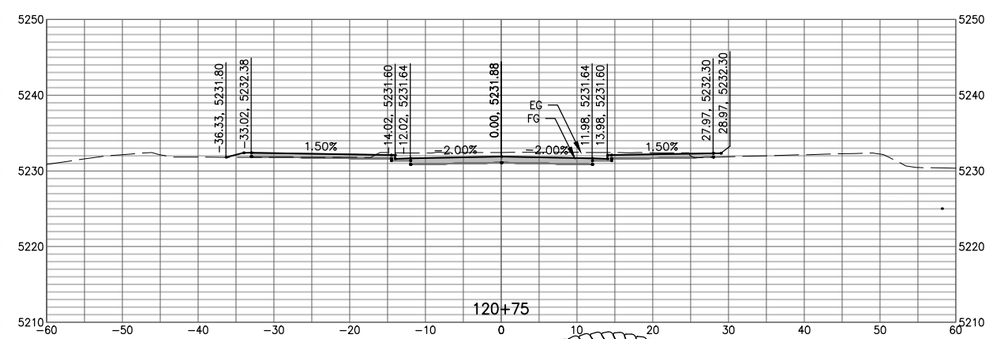


SCALE:
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| AutoCAD Version: | C3D 2014 | Units: | English |

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PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
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# LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

## ROADWAY CROSS SECTIONS

| Project No. / Code | |
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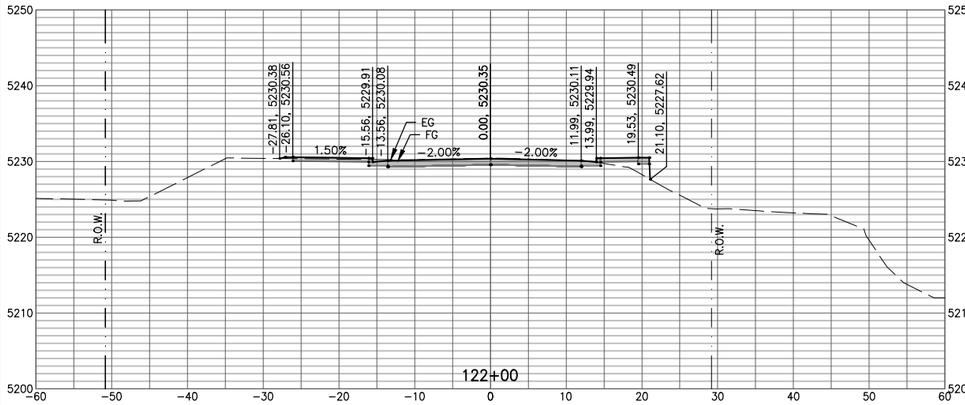
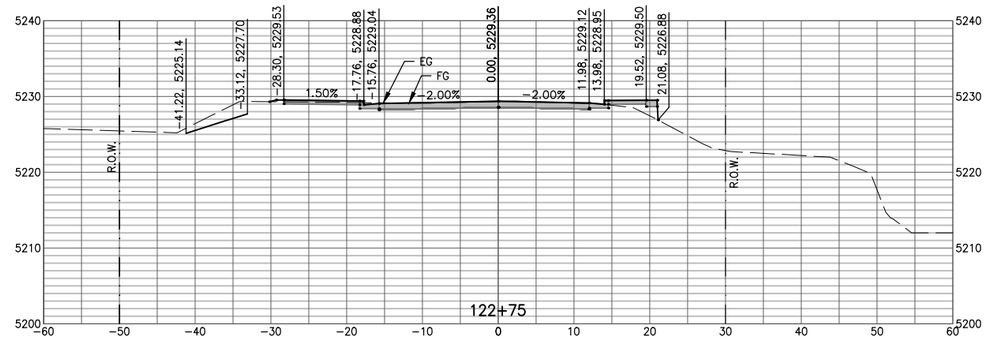
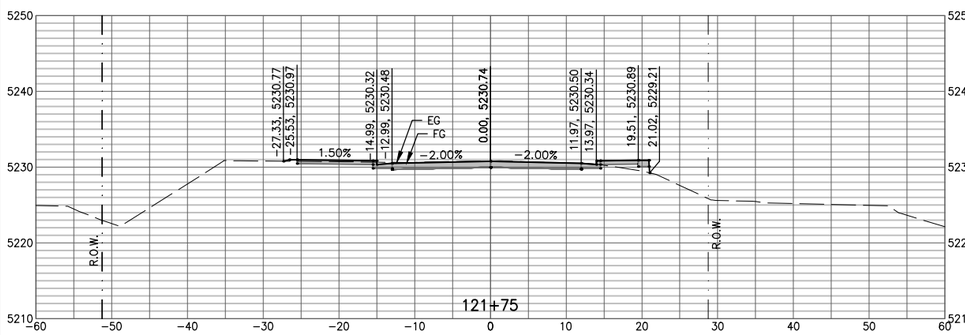
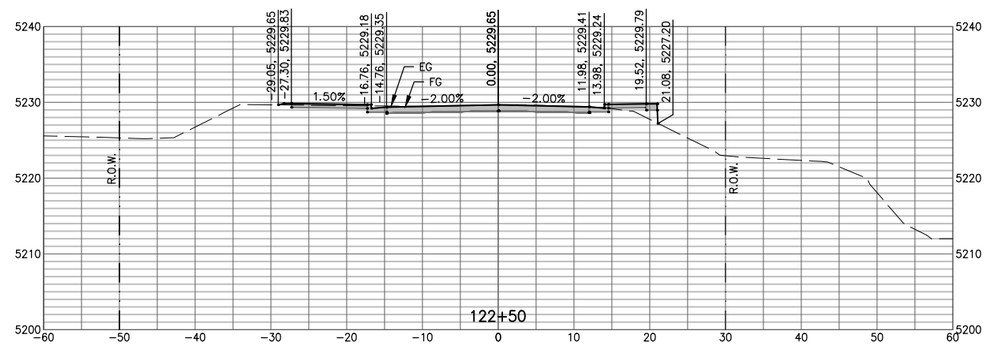
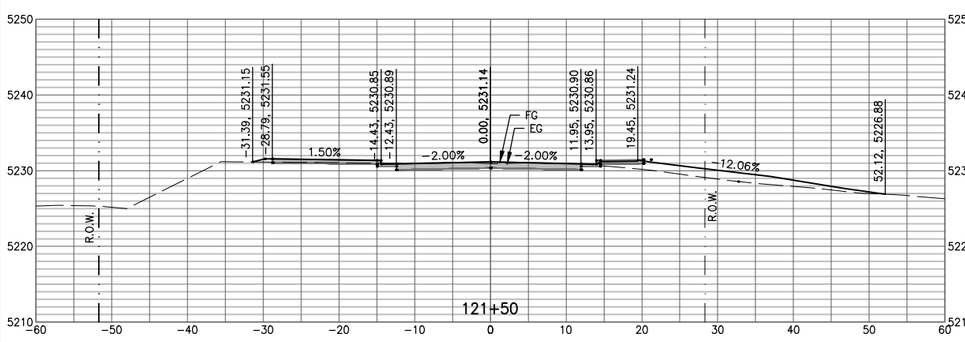
| ADAMS COUNTY: IMP2013-00009<br>HUITT-ZOLLARS: 16-0320-01 | |
| Sheet Name | XS-16 |
| Sheet Number | 118 |

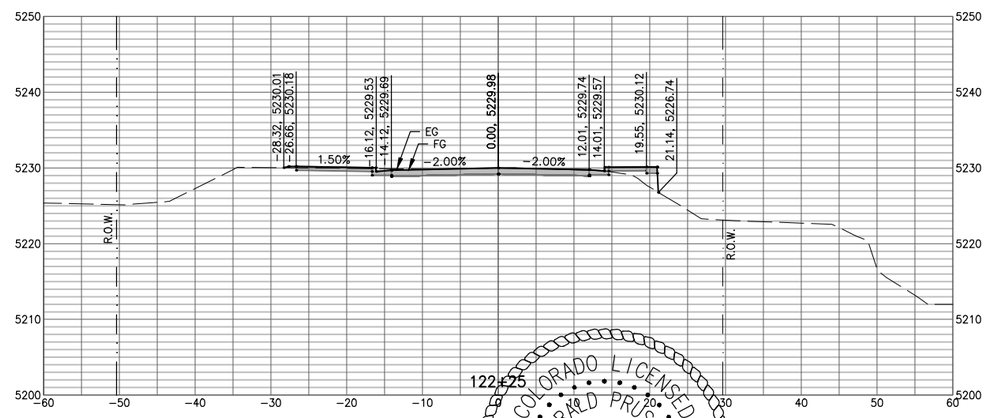



SCALE:
1"=20' HORIZ
1"=20' VERT

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| Creation Date: | 12-17-2011 | Initials: | DKIM |
| Last Modification Date: | 11-14-2017 | Initials: | JMP |
| Drawing File Name: | .../SHEET/0320PH01-C90X-XS-2.DWG | | |
| AutoCAD Version: | C3D 2014 | Units: | English |

| Index of Revisions | | |
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PREPARED FOR:
ADAMS COUNTY
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, COLORADO 80601
CONTACT: JENNIFER SHI, PE

PREPARED BY:
HUITT-ZOLLARS
4582 S. Ulster St. Ste 240 Denver, CO 80237
Phone (303) 740-7325 Fax (303) 224-9997
CONTACT: GERALD PRUSIK, PE

COLORADO LICENSED
GERALD PRUSIK
25083
PROFESSIONAL ENGINEER

# LOWELL BOULEVARD IMPROVEMENTS
CLEAR CREEK TO W. 62ND AVENUE

## ROADWAY CROSS SECTIONS

Project No. / Code
ADAMS COUNTY: IMP2013-00009
HUITT-ZOLLARS: 16-0320-01

Sheet Name XS-17

Sheet Number 119

PRINTSTAMP: 2017.11.10 12:44:16 PM

**Exhibit C**
**Right of Entry Permit – Contractor**

# EXHIBIT C

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made_____, 20__ (the "Effective Date") by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake Street, Denver, Colorado 80202, ("RTD" or "Licensor") and _____[1] whose address is_____, ("Contractor").

A. RTD and Adams County ("Grantee") are parties to a certain Permanent Easement dated _____, 2019 [2] (the "Easement") whereby RTD grants a non-exclusive, easement to Grantee to enter upon and have ingress to and egress from the RTD Property, pursuant to the terms of the Easement, for the purpose of constructing, maintaining, using and operating the Improvements, as that term is defined in the Easement.

B. RTD and Denver Transit Partners, LLC ("DTP") entered into a Concession and Lease Agreement dated July 9, 2010 (the "Concession Agreement") for the implementation of the RTD FasTracks Eagle Project Commuter Rail Services and Network (the "Eagle Project"), which includes the East Rail Line known as the A Line.

C. DTP and Denver Transit Operators, LLC ("DTO") entered into an Operation and Maintenance agreement dated July 9, 2010 (the "O&M Agreement") for the operation and maintenance of the Eagle Project including the A Line.

D. Grantee has employed Contractor and requested RTD to permit Contractor to perform the work related to the Improvements and RTD is agreeable thereto, subject to the following terms and conditions.

In consideration of the permission of RTD for Contractor to enter upon the RTD Property pursuant to the Easement, Contractor hereby agrees as follows:

### ARTICLE 1. THE LICENSE

A. Licensor hereby grants to the Contractor permission to enter upon the RTD Property solely for purposes of Contractor performing work under the Easement. The Improvements shall be installed in the approximate orientation and location shown on Exhibit A, attached and incorporated herein. The licensed location is referred to herein as the "Premises." Contractor shall comply with all terms of the Easement applicable to its work on the RTD Property. Failure to comply with the terms of the Easement and of this Agreement may result in termination of this Agreement by RTD, effective immediately upon Contractor's receipt of notice.

B. Contractor shall obtain an approved Third Party Access Permit ("Access Permit") from DTO. Contractor must initiate a request for an Access Permit no fewer than 30 days prior

1 Insert name of Contractor and address.
2 Insert date of License.

to the date of the proposed access by email to rwic@rtdcrail.com. Contractor's employees and subcontractors shall be required to attend an Access Permit coordination meeting at a time and date to be established by RTD and DTO. Contractor's employees and its subcontractors seeking access under the Access Permit shall be required to complete applicable safety training, which DTO shall provide at the Contractor's cost. This Agreement shall not be valid unless accompanied by an approved Third Party Access Permit issued by DTO.

## ARTICLE 2. TERM

This Agreement shall be effective upon the Effective Date. The permission granted herein shall expire 120 days from the date of execution of this Agreement, upon completion of the work, or termination of the Easement, whichever occurs first.

## ARTICLE 3. LIABILITY

A. Contractor shall be responsible for any damage, including Environmental Damages (defined in Article 5.G below), to any property, including the Premises, the RTD Property or other RTD property, DTP and DTO personal property, the City's property, Contractor's property, adjacent property, utilities, adjacent structures, and other third-party real property that is caused by Contractor's activities, and 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 Licensor, DTP or DTO. Licensor, DTP, DTO and Contractor shall notify one another of any such damage and any potential claims arising out of such damage. Nothing in this section shall be deemed to waive any of Licensor's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

B. Contractor shall indemnify, defend and hold harmless Licensor and its officers, directors, employees, agents and contractors and DTP and DTO and its officers, directors, employees, agents and contractors until expiration or earlier termination of the Concession Agreement, 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 Contractor's and or its subcontractors' use of the Premises or the RTD Property hereunder, including, but not limited to, Environmental Damages (defined below). It is the intention of the parties hereto that the indemnity from Contractor to Licensor provided for in this section indemnifies RTD, its officers, directors, employees, agents and contractors and DTP and DTO and its officers, directors, employees, agents and contractors for their own negligence, whether that negligence is active or passive, or is the sole or a concurring cause of the injury, death or damage, **provided that** said indemnity shall not protect RTD, DTP or DTO from damage arising out of death or bodily injury to persons or damage to property caused solely by the willful misconduct, gross negligence and/or criminal actions of RTD, its officers, directors, employees, agents and contractors or DTP and DTO and its officers, directors, employees, agents and contractors. In the event of any claims made or suits filed, each party shall give the other prompt written notice thereof, and Licensor 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 hereunder. Nothing in this section shall be deemed to waive any of Licensor's

privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

C. The provisions of this Article 2 shall survive the termination, in whole or in part, of this Agreement.

## ARTICLE 4. NO WARRANTY

A. Licensor does not grant nor purport to grant any right not specifically set forth herein. Permission for the Contractor or its contractors to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Contractor as is procurement of any applicable regulatory permission or consent.

B. The right to use the Premises granted hereunder is hereby contracted for and shall be granted with respect to the Premises in its "AS IS" physical condition without any warranty, express or implied. This Agreement is subject to all other prior granted or reserved rights and interests in the Premises, if any, whether of record or not.

C. Contractor specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Contractor or its contractor stores on the Premises or RTD Property, whether the loss, damage or destruction results from accident, act of God, the elements, severe weather, theft or vandalism.

## ARTICLE 5. INSURANCE

A. Contractor shall procure and maintain, and shall require that its contractors and subcontractors procure and maintain, the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD:

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 be not limited to, coverage for bodily injury, property damage, and products and competed 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. Such policy will name RTD, DTP and DTO as an additional insured.

2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits. Such excess insurance shall be at least as broad as the Contractor's Commercial General Liability, Automobile Liability, and Workers' Compensation and Employers' Liability Insurance. Such policy will name RTD, DTP and DTO as an additional insured.

3. Automobile Liability Insurance with a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not be limited to, bodily injury liability and property damage liability, for any vehicles owned, used or hired. Such policy will name RTD, DTP and DTO as an additional insured.

4. Workers' Compensation and Employers' Liability Insurance covering all employees of Grantee and its contractors, 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 the Grantee and its contractors 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 the same, a waiver of insurer's right of subrogation against RTD, DTP and DTO for payments made to or on behalf of employees of the Grantee's and contractors. Employers' Liability Insurance shall provide coverage for limits of not less than $500,000.

5. Railroad Protective Liability Insurance. This insurance shall name RTD, DTP and DTO as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Improvements. If further maintenance of the Improvements is needed at a later date, an additional Railroad Protective Liability Insurance policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following: (i) endorsed to include the Pollution Exclusion Amendment, (ii) endorsed to include the Limited Seepage and Pollution Endorsement, (iii) endorsed to include Evacuation Expense Coverage Endorsement. In addition, (x) no other endorsements restricting coverage may be added, (y) the original policy must be provided to Licensor prior to performing any work or services under this Easement, and (z) the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

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.

7. Prior to entry upon, above or adjacent to the RTD Property, Contractor agrees to furnish RTD, DTP and DTO with a certificate of insurance for itself and for each of its subcontractor(s)' policy(ies). Contractor shall provide 30 days' advance notice of cancellation of its and its contractor(s)' policy(ies) by Registered or Certified mail. Certificates of insurance shall be provided to the RTD Manager of Real Property as provided in Article 9.Q and DTO Track Usage Coordinator at track.usage@rtdcrail.com.

8. Each insurance certificate shall have the following endorsements attached thereto:

   a) An endorsement naming RTD an additional insured and naming DTP and DTO an additional insured for so long as DTP provides the Commuter Rail Services as such term is defined in the Concession Agreement;

   b) An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by the Grantee, its contractor and contractor's subcontractors under this Agreement;

   c) 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," provided, however, that such endorsement is not required if Railroad Protective Liability Insurance is provided as set forth in A.5 of this article;

d) A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and

e) Waiver of subrogation in favor of and acceptable to RTD, DTP and DTO.

9. 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 hereunder 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 herein, said 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 shall specify that coverage continues notwithstanding the fact that Grantee, its contractor and its subcontractors have left the RTD Property.

B. 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.

C. Liability of Contractor under this section shall not be limited to coverage provided under said insurance policies.

D. Only those contractors and subcontractors of Contractor whose operations are covered by insurance will be authorized to work upon or about the RTD Property.

## ARTICLE 6. ENVIRONMENTAL OBLIGATIONS

A. For purposes of this "Environmental Obligations" article, the terms "Activity" and "Activities" shall include any action or omission of Contractor, and/or the subsidiaries, affiliates, agents, contractors, employees, contractors, invitees, successors or assigns of Contractor.

B. No Hazardous Material on Property. Except in strict compliance with all Environmental Requirements (defined in Article 5.F below), Contractor shall not cause, permit or suffer any Hazardous Material (defined in Article 5.E below) 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 any portion thereof by Contractor, its subsidiaries, affiliates, agents, employees, contractors, invitees, successors or assigns, or any other person.

C. No Violations of Environmental Requirements. Contractor, in performing the Activities shall not cause, permit or suffer the existence or the commission by Contractor, its agents, employees, contractors, invitees, or successors or assigns of a material violation of any Environmental Requirements upon, about or beneath the RTD Property or any portion thereof.

D. No Environmental or Other Liens. Contractor, in performing the Activities, shall not create or suffer to exist with respect to the RTD Property, or permit any of its agents (including, but not limited to, contractors) to create or suffer to exist 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. Section 9607(1)) or any similar state statute.

E. For purposes of this Agreement, "Hazardous Material(s)" means any and all substances, chemicals, wastes, or other materials now or from time to time hereafter:

1. 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 Sections 25-15-101 et seq., Colorado Revised Statutes, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;

2. 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 Hazardous Materials Transportation Act (49 U.S.C. § 1801, 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.) and/or the Colorado Hazardous Waste Act (§ 25 15-311 et seq., Colorado Revised Statutes); the Colorado Solid Waste Act (§ 30-20-100.5 et seq., C.R.S); the Colorado Water Quality Control Act (§ 25-8-101 et seq., Colorado Revised Statutes), Colorado Air Pollution Prevention and Control Act (§ 25-7-101 et seq., Colorado Revised Statutes), Title 8 Article 20.5, Colorado Revised Statutes, and any federal, state or local regulations and associated guidance promulgated thereunder; or

3. 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 thereof), and petroleum-based products, paints and solvents; lead, cyanide, DDT and other pesticides, and polychlorinated biphenyls.

F. For purposes of this Agreement, "Environmental Requirements" means 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 thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

1. 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

2. all requirements pertaining to the protection of the health and safety of employees or the public.

G. For purposes of this Agreement, "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including 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:

1. 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, interest and penalties including but not limited to claims brought by or on behalf of employees of Contractor;

2. fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such 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 hereunder; and

3. liability to any third person or governmental agency to indemnify such person or agency for cost expended in connection with the items referenced in Article 6.G.2 herein.

## ARTICLE 7. SUB-CONTRACTORS

All of the limitations and obligations imposed upon the Contractor pursuant to this Agreement shall be to apply with equal force and effect to any of Contractor's sub-contractors (together "sub-contractors") performing any work on or about the RTD Property. The Contractor shall be primarily liable and responsible to Licensor for all acts or omissions of any sub-contractor employed upon or about the RTD Property pursuant hereto. Nothing herein contained shall be construed to preclude the Licensor from proceeding or taking any legal action against the Contractor and any sub-contractor individually or collectively. Only those sub-contractors whose operations are covered by the insurance provisions hereof will be authorized to work upon the RTD Property. In the event that any sub-contractor does

not have its own insurance coverage as set forth in Article 5, hereof, Contractor shall cause such sub-contractor to be a named insured under Contractor's policies set forth in Article 5. No sub-contractor shall be permitted entry upon Licensor's property until proof of sub-Contractor's coverage required by Article 5 and this Article is submitted to Licensor, and approved by Licensor's Risk Manager.

## ARTICLE 8. DIGGING OR BORING

Prior to performing any digging or boring activities on the RTD Property, the Contractor shall determine if a telecommunications system or other utility is buried anywhere on or about the RTD Property in the location where Contractor will perform such digging or boring activities. If there is such a telecommunications system or other utility, Contractor 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. SAMPLES/REMOVAL

As between Contractor and Licensor, Contractor shall be solely responsible for the lawful removal, manifesting, transport, testing and disposal of any samples or other materials, including Hazardous Materials, removed from the Premises or generated as a result of activities performed pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such activities that it undertakes or is required to undertake pursuant to federal, state, and local laws and applicable industry standards. Contractor states and agrees that as between Contractor and Licensor, 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 Hazardous Materials) of any materials, including Hazardous Materials, removed from the Premises by Contractor, its subcontractors, agents or employees or generated as a result of sampling and/or testing activities undertaken by Contractor, its subcontractors, agents or employees.

## ARTICLE 10. GENERAL

A. Assignment. This Agreement, and any part or interest in this Agreement, may not be assigned by Contractor without the prior written consent of Licensor. No Licensor-approved assignment shall release Contractor from any liability hereunder. 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 herein contained shall be binding upon and inure to the benefit of the parties hereto, 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 (including by facsimile or email transmission), each of which will be deemed an original, but all of which when taken together shall constitute a single contract and thereafter shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Delivery of an executed counterpart of a signature page to this

Agreement (including by facsimile or email) shall be effective as delivery of a manually executed counterpart of this Agreement.

D. Laws to Apply; 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 Premises is located and Contractor expressly submits itself to the jurisdiction thereof.

E. Amendment. This Agreement may not be amended except in writing by mutual agreement of Contractor and Licensor, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

F. No Agency. It is expressly understood and agreed that Licensor and Contractor do not intend to be and shall not in any respect be deemed agents of each other, but shall be deemed to each be an independent contractor.

G. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

H. 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 Article 10.H shall survive termination, in whole or in part, of this Agreement.

I. Waiver; Severability. The failure of any party hereto to exercise any right hereunder, 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.

J. Legal Authority. The Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Contractor to its terms. The person(s) executing this Agreement on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.

K. No Dedication; Third Parties. Nothing herein shall be deemed to be a gift or dedication of any portion of the Premises to the general public or for any public use or purpose whatsoever. Except as herein specifically provided, 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.

L. Breach. Any failure of Contractor to fulfill any of Contractor's obligations hereunder 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.

M. Applicable Laws; Violation. Contractor shall use the Premises in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in

which the Premises 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 Premises by Contractor violates said applicable ordinances or laws, Contractor shall cease and desist from continuing such use and upon demand by RTD.

N. Additional Grantees. Contractor understands and agrees that during the term of this Agreement, 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.

O. Equipment. Contractor shall not use RTD, DTP or DTO equipment, tools or furnishings located in or about the Premises without prior written approval by RTD, DTP or DTO.

P. 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, and addressed as follows:

If to Licensor: Regional Transportation District
Attn: Manager, Real Property
1560 Broadway, Suite 650
Denver, Colorado 80202
(303) 299-2440

With a copy to: Regional Transportation District
Attn: Senior Manager, Commuter Rail
1560 Broadway, Suite 650
Denver, Colorado 80202
Phone: (303) 299-2617
**In emergency: (303) 299-2911**
**Operations Control Center (720-460-5959**
**Security Command Center (303) 299-2929**

**and**

Denver Transit Operators, LLC
rwic@rtdcrail.com

If to Contractor: [Insert Contractor contact information]

_____
Name of Firm

_____
Contact

_____
Address

_____
City, State, Zip Code

_____
Phone

The address or telephone number to which any notice, demand, or other writing may be provided may be changed by written notice to the above addressees.

Q. Equipment. Contractor shall not use RTD, DTP or DTO equipment, tools or furnishings located in or about the Premises without prior written approval by RTD, DTP or DTO.

*Signature Page to Follow*

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

LICENSOR
REGIONAL TRANSPORTATION DISTRICT

By: _____
Henry J. Stopplecamp, P.E.
Assistant General Manager
Capital Programs

Date: _____

APPROVED AS TO LEGAL FORM
FOR THE
REGIONAL TRANSPORTATION DISTRICT

_____

Associate General Counsel
Date: _____

CONTRACTOR

By: _____

Name:_____

Title: _____

Date: _____

EXHIBIT A
to
Contractor's Right of Entry Agreement

Exhibit Q-1

**EXHIBIT "A"**
**LOWELL CROSSING PARCEL Rev1**
**Date: August 19, 2015**
**DESCRIPTION**

Lowell Crossing Parcel Rev1 of the RTD Gold Line Corridor Commuter Rail Project, being a portion of the tract of land described at Reception No. 2011000085014, Parcel 2.4 recorded December 23, 2011, and excluding an existing 60 foot road Right-of-Way, being 30 feet each side of the section line common to Sections 7 & 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, as established by Road Petition 128 dated December 6, 1889 in the Adams County Clerk and Recorder's Office, located in the Southeast Quarter of Section 7 and the Southwest Quarter of Section 8, Township 3 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 7 (a found 2" aluminum cap stamped "1998 LS 12840"), WHENCE the Center Quarter Corner of said Section 7 (a found aluminum cap stamped "ERNEST KNIGHT LS 7276 T3S R68W S7 C1/4 1988 ADAMS COUNTY"), bears S89°45'54"W a distance of 2639.98 feet (basis of bearing – assumed);
THENCE S05°52'57"W, a distance of 358.27 feet to the northerly line of said parcel 2.4 and the POINT OF BEGINNING;

THENCE the following three (3) courses coincident with the northerly line of said Parcel 2.4:

1) THENCE S85°30'18"E a distance of 36.11 feet;
2) THENCE N00°06'55"E a distance of 7.02 feet;
3) THENCE S85°30'18"E a distance of 31.09 feet;

THENCE S00°06'55"W, coincident with a line 31.00 feet easterly of and parallel with the easterly line of said Southeast Quarter, a distance of 52.77 feet to the southerly line of said Parcel 2.4;
THENCE N85°28'57"W, coincident with said southerly line, a distance of 67.20 feet;
THENCE N00°06'55"E, coincident with a line 36.00 feet westerly of and parallel with said Southeast Quarter, a distance of 45.72 feet to the POINT OF BEGINNING.

EXCLUDING an existing 60 foot road Right-of-Way, being 30 feet each side of the section line common to said Sections 7 & 8,as established by said Petition 128.

Containing 327 square feet, (0.0075 Acres), more or less.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR KENNETH W. CARLSON 24942

Prepared by:
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
303.820.5240

S89°45'54"W 2639.98'
*(Basis of Bearing - assumed)*

POINT OF COMMENCEMENT
East 1/4 Corner Section 7
Found 2" Aluminum Cap Stamped
"1998 LS 12840"

Center 1/4 Corner Section 7
Found Aluminum Cap Stamped
"ERNEST KNIGHT LS 7276 T3S
R68W S7 C1/4 1988 ADAMS COUNTY"

N

0 25' 50'
Scale: 1" = 50'

S05°52'57"W 358.27'

Section 7
Section 8

SE ¼ Sec. 7

SW ¼ Sec. 8

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N00°06'55"E | 7.02' |

Rec. No. 2009000021687
March 30, 2009

Lowell Blvd.

S85°30'18"E
36.11'

Point of Beginning

S85°30'18"E
31.09'

L1

Parcel 2.4
Rec. No. 2011000085014
December 23, 2011

N00°06'55"E
45.72'

S00°06'55"W
52.77'

30' 30'

Existing Road Petition

N85°28'57"W 67.20'

36' 31'

Existing Road
Petition

Union Pacific Railroad Company

Lowell Crossing Parcel
Area = 3,282 Sq.Ft.
0.075 Acres +/-

Existing Road Petition
Area = 2,955 Sq.Ft.
0.068 Acres +/-

Remainder Parcel
Area = 327 Sq.Ft.
0.007 Acres +/-

BNSF

This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

| | | | |
|---|---|---|---|
| JACOBS PROJECT NO. | | | WVXV7415 |
| CLIENT PROJECT NO. | | | 072120 |
| REVISION DESCRIPTION | | | REMAINDER PARCEL ADDED |
| DRAWN JSX | DATE 08/19/15 | SCALE | 1"=50' |

JACOBS
707 17th Street 2400 Denver, CO. 80202
(303) 820-5240 Fax (303) 820-4842

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS ENGINEERING GROUP INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF ENGINEERING GROUP INC. SHALL BE AT THE SOLE RISK OF THE USER.

RTD Gold Line Corridor Commuter Rail
Adams County, Colorado
SE1/4 Sec. 7 & SW1/4 8, T3S, R68W, 6th P.M.

TITLE:
Exhibit "A"
Lowell Crossing Parcel

| REVISION: | DRAWING NO. | SHEET NO. |
|---|---|---|
| 1 | Lowell Crossing Parcel.dgn | 1 of 1 |

8/26/2015 9:00:41 AM
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