

**LICENSE AGREEMENT  
(PARKING GARAGE ACCESS)**

This AGREEMENT is entered into effective June 19, 2009, by and between Rule Engineering ("Rule"), and the City of Grand Junction, Home Rule Municipality, 250 N. 5<sup>th</sup> Street, Grand Junction, CO 81501 ("City"), and the Rood Avenue Parking Plaza Condominium Association, Inc. ("Association").

A. The Rood Avenue Parking Plaza Condominiums in the City of Grand Junction, Mesa County, Colorado (Recorded in Book 4677 Page 300 of the Mesa County Clerk and Recorder's Office) ("Condominium") are located at 435 Rood Avenue. The Association is the owner of the common elements of the Condominium and the City is the owner of the units on the ground floor of the Condominium.

B. Rule Engineering ("Rule") has contracted with the Colorado Department of Labor and Employment Division of Oil and Public Safety ("OPS") to conduct necessary site assessment activities in conjunction with the OPS's LUST Trust Cleanup Program at 435 Rood Avenue.

C. The City and the Association choose to give Rule access to the Condominium site limited to the ground floor of the parking garage and the land immediately surrounding the parking garage within the boundaries of the Condominium and the land below the Condominium on the following conditions:

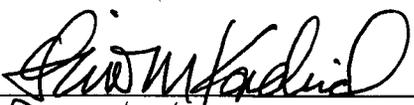
1. Site assessment activities shall include collecting soil and groundwater samples using a drill rig and installing groundwater monitoring wells. Remediation activities may be performed using a vacuum truck. Site assessment activities shall also include sampling of the monitoring wells through the completion of the project and the closing of monitoring wells installed during this site assessment in general accordance with the Division of Water Resources regulations.
2. The City shall approve in writing in advance the dates and times when Rule shall be onsite and performing the site assessment activities. The City's contact person shall be the City's Engineering Projects Manager, in Public Works and Planning.
3. The City and Rule shall agree in writing in advance where any drilling activities may occur and where monitoring wells may be placed. Rule shall be responsible for all costs and expenses related to the site assessment activities.

4. Rule shall clear all public and private utilities before any drilling activities. Rule shall restore the property to its original condition after each site assessment, but for the installed monitoring wells. Once the monitoring wells are closed, Rule shall restore the property to its original condition.
5. Rule agrees that it shall be responsible for repairing any property or utility damaged while performing work at the site. Rule shall at its sole cost and expense repair and restore any damage caused by its activities while on the Condominium.
6. To the fullest extent permitted by applicable law, Rule hereby agrees to indemnify, defend and hold harmless the Association and the City from, against and in respect of claims, demands, losses, costs, expenses, damages, judgments, and deficiencies, including reasonable interest, penalties and attorneys' fees, that the Association and/or the City incur or suffer and which arise or result from or relate to Rule's activities at the Condominium.
7. Rule shall make available any analytical results concerning the property to the City and the Association.
8. This Agreement was produced as a result of negotiations between the parties and should not be construed against either party as the drafter of this Agreement.
9. This Agreement shall be effective on the last date it is signed by the parties.
10. This Agreement may be executed in counterparts, all of which taken together shall be considered one instrument.

CITY OF GRAND JUNCTION

ROOD AVENUE PARKING PLAZA  
CONDOMINIUM ASSOCIATION, INC.

BY:   
 Title: City Manager  
 Daytime Telephone Number: 970-256-4016

By:   
 Title: President

RULE ENGINEERING

By:   
 Title: Principal Hydrogeologist