

**LICENSE AGREEMENT
(PARKING GARAGE ACCESS)**

This AGREEMENT is entered into effective June 22, 2009, by and between Rule Engineering ("Rule"), and the GRAND JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, ("DDA").

A. The GRAND JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, is the owner of the property located at 130 N. 4th Street, Grand Junction, Colorado and more particularly described as Lot 2 of the Rood Avenue Parking Plaza, Book 4369 Page 365 of the Mesa County Clerk and Recorder's records ("Property").


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 130 N. 4th Street.

C. The DDA chooses to give Rule access to the Property 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 DDA shall approve in writing in advance the dates and times when Rule shall be onsite and performing the site assessment activities. The DDA's contact person shall be the City of Grand Junction's Engineering Projects Manager, in Public Works and Planning.
3. The DDA 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 Property.
6. To the fullest extent permitted by applicable law, Rule hereby agrees to indemnify, defend and hold harmless the DDA from, against and in respect of claims, demands, losses, costs, expenses, damages, judgments, and deficiencies, including reasonable interest, penalties and attorneys' fees, that the DDA incurs or suffers and which arise or result from or relate to Rule's activities at the Property.
7. Rule shall make available any analytical results concerning the property to the DDA.
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.

GRAND JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY

BY: 
Title: DDA Gen'l Director

RULE ENGINEERING

By: 
Title: Princ. p 21 Geologist