TEMPORARY LICENSE AGREEMENT FOR
THE REACH 3 PHASE 2 PROJECT

This Temporary License Agreement (the "**License**") is made effective as of this ____ day of _____, 2020 (the "**Effective Date**", by Martin Marietta Materials, Inc. ("**Grantor**") and the County of Boulder, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, CO 80306 ("**Grantee**").

Grantor owns the real property identified on EXHIBIT A attached hereto and incorporated herein by this reference ("the **Burdened Property**"). Grantee owns the real property identified on EXHIBIT B attached hereto and incorporated herein by this reference (the "**Benefited Property**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, subject to all matters of record as of the Effective Date, Grantor hereby grants to Grantee, its agents and contractors a non-exclusive temporary License for vehicular access (the "**License**") over and across the Burdened Property that is 20 feet wide located on a portion of the Burdened Property and generally depicted on EXHIBIT C attached hereto and incorporated herein by this reference (the "**License Area**"), for the benefit of the Benefited Property and Grantee. The License shall be limited to uses necessary to complete the Grantee's Reach 3 Phase 2 Project (the "**Project**") on the Benefited Property and on adjacent Grantee-owned property. The allowed uses are described in detail below and include: providing vehicular access through the Burdened Property over the License Area to the Benefited Property; use of the existing bridge that crosses St. Vrain Creek; and, use of a staging and stockpiling area for materials and equipment on the Benefitted Property.

The Easement shall not be used for public access.

The term of this Agreement shall be from the date the last party executes the Agreement until the earliest of December 31, 2020, or completion of the Project as agreed to by the Parties.

Grantor acknowledges that Grantee needs a route through the Burdened Property. Grantee acknowledges that Grantor intends to build a plant site on the Burdened Property as approved by the County Commissioners on 1/3/2017 and signed 2/27/17. Grantee agrees and acknowledges that Grantor may construct or place any structure or building, barricade or divider, street light, power pole, yard light, or mailbox, or plant any shrub, tree, woody plant, nursery stock, garden, or other landscaping design feature on any part of the License Area to satisfy Grantor's regulatory requirements and that the License Area may be slightly altered to accommodate the Grantors construction and operations.

Grantor reserves the right to use and occupy the License Area for any lawful purpose consistent with the rights and privileges granted herein which shall include the right to grant additional access rights in the License Area to third parties.

Under a previous agreement, Grantee required that an engineer evaluate the bridge structure that crosses the St. Vrain Creek (the "**Bridge**"). The resulting engineer's Technical Memorandum dated December 12, 2017, documenting the findings is attached hereto as EXHIBIT D and

incorporated herein by this reference (the "**Technical Memo**"). The Technical Memo documents that the Bridge can handle the loads anticipated for the Grantee's intended use, including the capacity to withstand the increased loads due to materials and equipment.

Grantee shall be responsible for any repairs or maintenance and the costs thereof necessary for its use of the road or Bridge over the License Area and for any damage that Grantee causes to the License Area. Grantee shall document the condition of the Bridge, by photograph and/or video, prior to starting the Project. Grantee shall also document the condition of the Bridge, by photograph and/or video, at the completion of the Project. Grantee shall notify Grantor prior to any work being done on the approach aprons to the Bridge.

Grantee will evaluate the need for vehicle tracking control ("Vehicle Control") during the Project based on permitting requirements. If required, the location for Vehicle Control will be coordinated between Grantee and Grantor. Installation and removal of the Vehicle Control shall be at Grantee's sole cost and expense. Grantee agrees to comply with all laws, rules, regulations, and requirements of all public authorities and the railroad operator, in the installation and maintenance of the Vehicle Control in the License Area.

Grantee shall water all work areas and haul routes to prevent dust migrating over property lines. Prior to Grantee's use of the License Area, Grantee shall place a notice sign at the State Highway 66 entrance stating that the traffic over the License Area is for the Project.

Grantor allows Grantee use of the staging and stockpile area within the License Area as depicted on EXHIBIT C incorporated herein by this reference (the "**Staging and Stockpile Area**"). Grantee intends to use the Staging and Stockpile Area for staging equipment, imported materials, and construction support facilities, as well as for stockpiling of excavated material. Grantee and Grantor shall coordinate use of this area prior to the mobilization of the Project. Grantee shall not move Grantor's equipment. Grantee agrees, at its sole cost and expense, to restore any equipment damaged by Grantee or its contractors, including the conveyor and all appurtenances thereto, to substantially the same condition of said equipment prior to the completion of the Project. Grantor will need to agree to any of their equipment being moved, such agreement not to be unreasonably withheld, and Grantor will move their own equipment.

Grantee's use and occupancy of the License Area shall be at Grantee's sole risk. Grantee hold harmless Grantor from and against any and all loss, cost, damage, and expense of whatsoever kind or nature arising during or arising out of, or in connection with, Grantee's use or occupancy of the License Area or any of Grantee's operations thereon or incidental thereto or otherwise in connection with the License Area, or arising out of any act or omission on or about or related to the License Area of Grantee, its employees, agents, contractors, or invitees. This hold harmless provision will survive the expiration or other termination of this License.

This Agreement and the covenants as set forth herein shall run with the land for its term, and shall benefit and be binding upon all parties hereto, their heirs, successors, representatives, agents, and assigns.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

Grantee agrees to comply with all applicable laws, rules, regulations, and requirements with respect to their use of the License Area.

The terms and conditions of this Agreement shall be governed and construed under the laws of the State of Colorado.

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

GRANTOR: Martin Marietta Materials, Inc.

_____
H. Abbott Lawrence
Rocky Mountain Division President

State of Colorado
County of Jefferson

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by H. Abbott Lawrence, Rocky Mountain Division President

_____
(Notary official signature)

NOTARY
S E A L

_____
(Commission expiration)

GRANTEE:

COUNTY OF BOULDER,
A body corporate and politic

By: _____
Eric Lane, Director
Boulder County Parks & Open Space Department

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ___ day of _____,

2019 by _____, _____, Boulder County Parks & Open Space Department

of Boulder County, Colorado.

_____
(Notary official signature)

NOTARY
S E A L

_____
(Commission expiration)

Exhibit A
Burdened Property

A tract of land located in the North Half of Section 27 and the South Half of Section 22, Township 3 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, being more particularly described as follows:

Commencing at the North One-Quarter corner of Section 27; thence along the North-South centerline of Section 27, South 00°07'57" West 1,318.21 feet, to the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 27 and the point of beginning; thence along the North line of the Southeast Quarter of the Northwest Quarter of Section 27, North 89°53'04" West 121.00 feet to the Northeast corner of that tract of land described in Book "R", Page 135, Boulder County Records; thence along a line 121.00 feet West of the parallel with the North-South centerline of said Section 27 along the East line of said tract described in Book "R", Page 135, and along the West line of that tract of land described in Book "R", Page 215, Boulder County Records, South 00°07'57" West 207.63 feet; thence North 56°44'41" West 40.03 feet; thence North 04°26'51" East 80.57 feet; thence North 15°06'10" West 66.79 feet; thence North 23°21'43" West 112.52 feet; thence North 30°33'58" West 89.34 feet; thence North 50°53'41" West 172.98 feet; thence North 57°19'00" West 162.09 feet; thence North 03°23'50" West 327.90 feet; thence North 16°12'36" West 186.78 feet; thence North 22°20'19" West 121.55 feet; thence North 32°14'33" West 130.16 feet; thence North 32°30'51" West 111.99 feet; thence North 30°16'18" West 93.92 feet; thence North 05°12'37" East 103.38 feet; thence North 08°55'05" West 164.36 feet; thence North 19°41'43" West 227.06 feet to a point on the Southerly Right-of-Way line of the C.B. & Q. Railroad; thence North 28°06'36" East 50.00 feet to a point on the Northerly right-of-way line of said C.B. & Q. Railroad; thence along said northerly right-of-way line, North 61°53'24" West 692.51 feet; thence along the arc of a said curve to the right (said curve having a radius of 1,575.00 feet, a central angle of 01°15'22", chord of said arc bears North 61°15'43" West 34.53 feet) a distance of 34.53 feet; thence departing said Northerly right-of-way line, North 31°31'14" West 116.80 feet; thence North 00°26'25" East 406.17 feet; thence North 26°16'31" West 28.23 feet to a point on the Southerly Right-of-Way line of State Highway 66; thence along said Southerly Right-of-Way line and the arc of a curve to the left (said curve having a radius of 5,780.00 feet, a central angle of 00°53'52", chord of said arc bears South 83°38'23" East 90.56 feet) a distance of 90.56 feet; thence departing said Southerly right-of-way line, South 48°10'33" West 37.00 feet; thence South 00°26'25" West 354.21 feet; thence along the arc of a curve to the left (said curve having a radius of 100.00 feet, a central angle of 31°57'39", chord of said arc bears South 15°32'24" East 55.06 feet) a distance of 55.78 feet; thence South 31°31'14" East 33.14 feet; thence along the arc of a curve to the left (said curve having a radius of 100.00 feet, a central angle of 30°21'39", chord of said arc bears South 46°42'03" East 52.37 feet) a distance of 52.99 feet; thence South 61°52'52" East 597.37 feet; thence along the arc of a curve to the left (said curve having a radius of 200.00 feet, a central angle of 18°23'58", chord of said arc bears South 71°04'51" East 63.95 feet) a distance of 64.23 feet; thence South 80°16'51" East 212.52 feet; thence along the arc of a curve to the right (said curve having a radius of 75.00 feet, a central angle of 94°05'33", a chord of said arc bears South 33°14'04" East 109.79 feet) a distance of 123.17 feet; thence South 13°48'42" West 77.29 feet to a point on the Northerly right-of-way line of the C.B. & Q. Railroad; thence South 28°06'36" West 50.00 feet to a point on the Southerly Right-of-Way line of said C.B. & Q. Railroad; thence along said Southerly Right-of-way line, South 61°53'24" East 2,248.76 feet to a point on the East line of the East Half of the Northwest Quarter of the Northeast Quarter of said Section 27; thence along said East line and along the Easterly Boundary of that tract of land described at Reception No. 120606 of Boulder County Records South 00°08'59" West 526.02 feet to the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 27; thence North 89°52'58" West 1,324.85 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 27 and the Point of Beginning,

Excepting therefrom any portion lying within the C.B. & Q. Railroad Right-of-Way and further excepting that portion conveyed to the County of Boulder in Quit Claim Deed recorded November 18, 1998, at Reception Number 1872262.

Exhibit B
Benefited Property

Rockin WP North Lease:

The leasehold estate created by the Lease executed by County of Boulder, a body corporate and politic, as lessor, to Lafarge West, Inc., a Delaware corporation formerly known as Western-Mobile Inc., a Delaware corporation, as lessee, dated February 1, 1999, (recorded February 1, 1999 at Reception No. 1900354) as described as follows:

Parcel 2:

A tract of land located in portions of Section 21, Section 22 and Section 27, All in Township 3 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, being more particularly described as follows:
Beginning at the Southwest corner of the Northwest ¼ of the Northwest ¼ of Section 27; Thence along the West line of the Northwest ¼ of the Northwest ¼ of Section 27, North 00°11'27" East 1,051.07 feet to a point whence the Northwest corner of Section 27 bears North 00°11'27" East 268.75 feet;
Thence North 33°30'27" West 100.94 feet;
Thence North 12°06'26" East 134.12 feet;
Thence North 33°19'20" West 158.26 feet;
Thence North 00°17'55" East 210.23 feet;
Thence North 74°31'03" West 89.87 feet;
Thence North 10°55'21" West 94.73 feet;
Thence North 19°28'36" East 90.15 feet;
Thence North 30°07'28" West 97.06 feet;
Thence North 85°57'20" West 102.87 feet;
Thence North 33°24'28" West 58.36 feet;
Thence North 75°35'50" West 275.02 feet;
Thence North 63°26'06" West 101.98 feet;
Thence North 32°22'00" West 87.13 feet;
Thence North 82°21'54" West 216.89 feet;
Thence North 27°26'14" West 91.32 feet;
Thence North 02°53'11" East 123.50 feet;
Thence North 04°11'06" East 85.22 feet;
Thence North 14°33'28" East 121.30 feet;
Thence North 00°07'10" East 87.03 feet to a point on the North line of the Southeast ¼ of the Southeast ¼ of Section 21;
Thence along said North line, South 89°55'08" East 990.24 feet to the Northeast corner of the Southeast ¼ of the Southeast ¼ of said Section 21;
Thence along the North line of the Southwest ¼ of the Southwest ¼ of Section 22, South 89°57'04" East 155.44 feet to a point on the Southerly right-of-way line of C.B. & Q Railroad;
Thence along said Southerly right-of-way line, South 63°23'51" East 287.92 feet;
Thence along the arc of a curve to the right (said curve having a radius of 1,775.00 feet, a central angle of 09°44'10", chord of said arc bears South 58°31'46" East 301.26 feet) a distance of 301.62 feet;
Thence South 53°39'41" East 317.06 feet;
Thence along the arc of a curve to the left (said curve having a radius of 1,625.00 feet, a central angle of 08°13'43", chord of said arc bears South 57°46'32" East 233.17 feet) a distance of 233.37 feet;
Thence South 61°53'24" East 692.52 feet;
Thence departing said Southerly right-of-way line, South 19°41'43" East 227.06 feet;
Thence South 08°55'05" East 164.36 feet;
Thence South 05°12'37" West 103.38 feet;
Thence South 30°16'18" East 93.92 feet;
Thence South 32°30'51" East 111.99 feet;
Thence South 32°14'33" East 130.16 feet;
Thence South 22°20'19" East 121.55 feet;
Thence South 16°12'36" East 186.78 feet;
Thence South 03°23'53" East 327.90 feet;
Thence South 57°19'00" East 162.09 feet;
Thence South 50°53'41" East 172.98 feet;
Thence South 30°33'58" East 89.34 feet;
Thence South 23°21'43" East 112.52 feet;
Thence South 15°06'10" East 66.79 feet;
Thence South 04°26'51" West 80.57 feet;
Thence South 56°44'41" East 40.03 feet to a point on the Westerly line of that tract of land described in Book "R" at Page 215 of Boulder County Records;
Thence along said Westerly line, South 00°07'57 West 617.87 feet;
Thence North 17°13'44" West 224.20 feet;
Thence North 37°49'08" West 311.85 feet;
Thence North 42°26'00" West 662.07 feet;
Thence North 58°47'32" West 103.21 feet;
Thence South 78°44'37" West 85.00 feet;
Thence South 57°48'43" West 297.06 feet;
Thence North 89°53'04" West 1,401.36 feet to the Southwest corner of the Northwest ¼ of the Northwest ¼ of said Section 27 and the point of beginning,
County of Boulder, State of Colorado.

Exhibit C
License Area

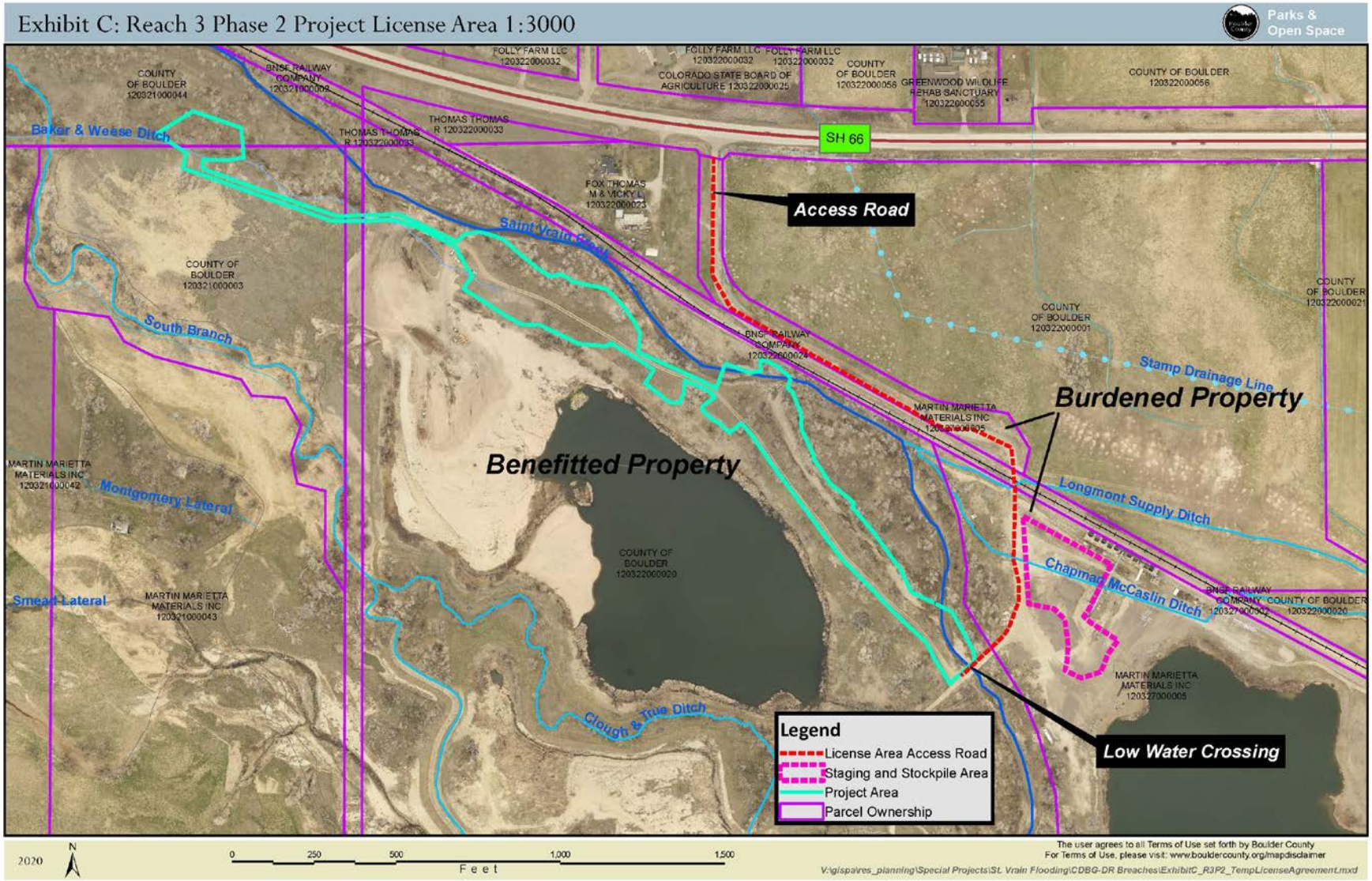

Exhibit D
Bridge Evaluation Technical Memoradum

Engineering Analytics, Inc. · 1600 Specht Point Rd. · Suite 209 · Fort Collins, CO 80525 · Ph 970.488.3111 · Fax 970.488.3112

Technical Memorandum

To:	Ms. Sharla Lovern	**From:**	L. Clint Brown, P.E.
Company:	Boulder County Parks and Open Space	**Date:**	December 12, 2017
EA No.:	110666		
Re:	Martin Marietta Bridge Evaluation St. Vrain Creek Reach 3 Restoration		
Cc:	Mr. John Grubesic (American Civil Constructors)		

This technical memorandum provides feedback regarding the structural bridge inspection performed on November 15, 2017 by Engineering Analytics, Inc. (EA).

1.0 INTRODUCTION

The Temporary License Agreement between Martin Marietta Materials, Inc. (Grantor) and Boulder County (Grantee) requires that the bridge structure crossing the river be evaluated by an engineer. It is also requested that documentation be provided to the Grantor ensuring that the bridge is capable of supporting the anticipated loads of the Grantee's intended use. This technical memorandum includes a summary of the engineer's evaluation of the bridge, the assumed capacity and anticipated loads during use, and photographs documenting the current condition of the bridge structure.

2.0 EXISTING CONDITION OF THE BRIDGE

An inspection of the existing bridge condition was performed on November 15, 2017 by Engineering Analytics, Inc. The bridge structure crossing the river consists of a five (5) 3-ft x 6-ft concrete box culvert system spanning approximately 35 feet across the river. The box culvert system was installed during previous gravel mining operations and no design drawings were made available for this analysis. At the time of the inspection, the box culvert system was considered to be in good condition and is fully functional as a bridge. Few to no cracks or flaws were discovered in the existing concrete, and minimal displacement was observed between culvert boxes. Flooding and damage to the southeastern abutment occurred during the 2013 floods and repairs by filing with aggregate were observed, however this appears to have had no effect on the culvert system. Photographs from the inspection are attached to this report.

3.0 INTENDED USE AND ANTICIPATED LOADING

The intended use for this bridge by Boulder County includes the conveyance of construction equipment and materials across the bridge in order to gain access to the St. Vrain Creek so that restoration efforts can be performed. Given that the bridge structure has minimal distresses, this type of crossing is capable of supporting the Colorado minimum bridge rating (HS-20) without any issues. HS-20 loading consists of a truck axel loading of 32,000 pounds. The maximum anticipated load across this structure by the Grantee will be less than the HS-20 maximum allowable load. Further monitoring of the damaged southeastern abutment should occur during all crossings and repaired for safety entering and leaving the culvert system.