

MASTER LICENSE AGREEMENT

M.L.A. 24-52

THIS AGREEMENT is made this 3rd day of October, 2024, by and between the CITY OF AURORA, COLORADO, a home-rule municipal corporation, hereinafter referred to as "City," and Monterey DC Assets, LLC, a Delaware limited liability company, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, City desires to grant to Licensee a license, without warranting title or interest, allowing Licensee to access and use streets, public easements, and other public places within **Parker Landing Subdivision Filing No. 1, situated in the NE ¼ of Section 35, Township 4 South, Range 67 West, of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado** for the installation, maintenance, repair and replacement of all privately owned and maintained improvements, as depicted in the attached Exhibit A Illustrations, hereinafter referred to as "Licensed Encroachment(s)"; and

WHEREAS, the City is authorized, through its' Aurora Municipal Code, to enter into license agreements after a determination is made that any encroaching installations will not interfere with the City's use or interests; and

WHEREAS, the parties identified herein have agreed, for their mutual convenience, and consideration, to enter into this Agreement covering certain installations and subject to later modifications with respect to subsequent installation, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the City and Licensee hereby agree as follows:

CITY APPROVAL OR REJECTION

Upon receipt of the drawings as provided by Licensee for this Agreement, the City shall either (a) grant the application of Licensee by the execution of the Agreement and returning the same to Licensee; or (b) return the Agreement to Licensee with required modifications which would make the Agreement acceptable to the City; or (c) notify Licensee of its rejection of the application.

TERMS OF LICENSE

At such time as the City has executed an Agreement and returned the same to Licensee, Licensee shall be granted a license for the construction of the facilities described in the Agreement and the drawing attached thereto. Said license shall be granted in accordance with and subject to the terms and conditions hereinafter set forth.

The term "Licensee" shall include employees, agents and contractors of Licensee and its affiliates.

The term "City Property" as used herein refers to real property and includes easements, rights-of-way and other City interests in land and may sometimes be referred to herein as "City Property."

The City, by these presents, without warranting title or granting any real property interest and subject to the covenants hereinafter set forth, does hereby authorize Licensee, its authorized successors and assigns to: access, construct, maintain, repair and replace the privately owned and maintained Licensed Encroachments within the City Property.

ADDENDUM TO AGREEMENT

Upon completion of this Agreement, and at such times as Licensee from time to time desires to construct in public property in the City, Licensee shall submit to City a drawing acceptable to the City setting forth a description of the facilities to be installed, including the manner of construction, the height or depth, size, and nature of facilities to be installed, at which time the City will enter into a proposed addendum form provided by the City.

CONSTRUCTION REGULATIONS

Any construction or maintenance operations initiated under this Agreement shall comply with and conform to the standards formulated by the City, including, but not by way of limitation, Rules and Regulations promulgated by the Directors of Aurora Water, Public Works, and Parks, Recreation and Open Space, all ordinances of the City, and any and all applicable state statutes and federal law.

PLAN REVIEW

Licensee, at least fifteen (15) days prior to the proposed date for commencement of the work hereby authorized, shall submit to the City for its approval a duplicate set of final detailed plans of the installation Licensee proposes to construct, utilize, modify, repair, replace or maintain hereunder. No construction will be permitted on the Property until the City has approved the plans therefor.

NOTICE OF CONSTRUCTION

Licensee shall notify the City's Directors of Public Works, Aurora Water, and Parks, Recreation and Open Space at least three (3) days prior to commencement of the construction of, modifications or repairs to the Licensed Encroachment, so that the City may make such inspections as it deems necessary. Such notice shall make reference to this Agreement number. In the event of emergency repairs required for safety or restoration of service to utility customers, Licensee shall not be required to furnish notice prior to commencing said repairs but shall notify the City of the nature and extent of any such emergency work.

RESERVATION OF RIGHTS IN PROPERTY

The City reserves the right to make full use of the Property involved as may be necessary or convenient and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property at any time and in such a manner as it deems necessary or convenient. In the event the Licensed Encroachment should interfere with the City's use or operation of its Property at any time hereafter, Licensee shall, upon request by the City and at Licensee's sole expense, immediately relocate, rearrange or remove its Licensed Encroachment so as not to interfere with any such City use.

COMPLETION AND CLEANUP

Licensee shall complete its installation, clear the area of all construction debris and restore the area to its pre-existing condition as nearly as may be possible within 30 days from the date of completion of construction. In the event clearing and restoration of the area is not completed within the time specified, the City may complete the work at the sole expense of Licensee.

RESTORATION OF ROADS, FENCES AND FACILITIES

If applicable, all City roads, fencing and other facilities which are disturbed by the construction of the Licensed Encroachment shall, within the time prescribed in paragraph headed COMPLETION AND CLEANUP hereof, be restored to a condition satisfactory to the City. City roads and fencing disturbed by the reconstruction, maintenance, modification, operation, repair or replacement of the Licensed Encroachment shall immediately be restored by Licensee to a condition satisfactory to the City. Restoration of roads shall include, but is not limited to, resurfacing when deemed necessary by the City. If restoration is not accomplished by Licensee within the time specified then the City, at its election, may perform such restoration at Licensee's expense. Licensee shall conduct all construction, modification, operation, repair, replacement and maintenance of the Licensed Encroachment in such a manner that the City at all times shall have full and complete access to its Property.

MARKERS

Licensee shall, if applicable and if required by the City, place and maintain permanent, visible markers of a type and at locations designated by the City to define the centerline of the Licensed Encroachment. If the placing of the centerline markers is not completed within the time specified, the City may complete the work at the sole expense of Licensee.

TREE TRIMMING

Licensee shall not trim or cut down any trees, shrubs or brush on the City's Property without permission of the City. When required by the City, Licensee, at its expense, shall trim or cut down trees, shrubs or brush and remove and dispose of the cutting debris to the satisfaction of the City.

SERVICE LINE INSTALLATION

All service lines within the City's Property from the facility herein licensed shall be installed in a manner satisfactory to the City.

BACKFILLING

All trenches and excavations within City Property shall be backfilled in the following manner: All material in embankments shall be compacted to the specified relative compaction. The moisture content of the soil at the time of compaction shall be as specified.

Within the areas indicated on the plans and to the designated depth below sub-grade, for the full width of roadway in all cut sections, earth shall be thoroughly scarified and the moisture content increased or reduced, as necessary, to bring the moisture to the content specified. This scarified layer shall then be compacted to the relative compaction specified. The remainder of the area up to subgrade elevation shall be constructed of suitable material placed at the moisture content specified and compacted to the percent relative compaction specified. Maximum dry density of all soil types encountered or to be used will be determined in accordance with AASHTO T99 or AASHTO T180. The minimum percent of relative compaction and moisture content shall be 95% of AASHTO T99 for soil classification (AASHTO M 145) A-6 & A-7 and 95% of AASHTO T180 for soil classification (AASHTO M 145) A-1 through A-5. Tamping equipment shall be subject to the approval of the City.

GATE INSTALLATIONS

Gate installations shall be installed according to City specifications attached hereto, at the expense of Licensee. Licensee, his or her successors and assigns shall be responsible for installation, maintenance and replacement of the Access Control Gate or barrier system to ensure emergency vehicle access to within the site. If the above conditions are not met, the Licensee, his successors and assigns, shall be required by the Aurora Fire Department Order Notice that all affected gates be chained and locked in the open position until repaired or replaced, and retested to all City standards at the time of the violation. If the gating system is not maintained to the satisfaction of the Aurora Fire Department, License for the Emergency Vehicle Gate Opening System will be revoked and the gating system must be removed. The gating system will include an Emergency Vehicle Gate Opening System utilizing a redundancy back-up system that consists of; A) siren operated system; B) automatic knox key switch; C) an electrical or battery back-up system that opens the gate on the loss of the primary electrical power; AND/OR D) manual override (in the event of system failure).

WATER DISCHARGE

Licensee shall not and will not be permitted to discharge water into or upon any City property or facility but shall provide for carriage of any water over or across City property or facility in a manner satisfactory to the City and at no expense to the City.

INTERFERENCE WITH CITY FACILITIES

At no time shall Licensee interfere with City facilities, Licensee shall assume all risks incident to Licensee's presence on City facilities.

CARE AND REPAIR OF CITY FACILITIES

Licensee will use all reasonable means to prevent any loss or damage to the City or to others resulting from the construction, modification, replacement, repair, operation and maintenance of the Licensed Encroachment. Any repair or replacement of any of the City's installation on its property made necessary in the opinion of the City, because of the construction, modification, operation, maintenance, repair or replacement of the Licensed Encroachment, shall be made only by the City and at the sole expense of Licensee.

INSURANCE AND INDEMNITIES

Prior to commencement of activities under this Agreement, Licensee shall maintain the following insurance coverages and provide a certificate of insurance evidencing the following coverages:

(a) Commercial General Liability Insurance. During the term of this Agreement, Licensee shall provide commercial general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations included in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. The policy shall name the City of Aurora as additional insured by endorsement.

In addition, Licensee's general contractor shall maintain the following insurance coverages and, at the time of permitting, provide a certificate of insurance evidencing the following coverages:

(a) Commercial General Liability Insurance. During the term of this Agreement, Licensee's general contractor shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations with XCU (underground, collapse & explosion) included in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general Aggregate. The policy shall name the City of Aurora as additional insured by endorsement.

(b) Excess or Umbrella Liability. Licensee's general contractor shall maintain an Excess or Umbrella Liability policy on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policy, with a limit of Two Million Dollars (\$2,000,000.00) per occurrence.

(c) Workers' Compensation and Employers' Liability Insurance. Licensee and/or its general Contractor shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, Licensee and/or its general contractor shall provide proof of Employers' Liability Insurance with limits as follows:

- \$1,000,000 bodily injury each accident
- \$1,000,000 bodily injury each disease
- \$1,000,000 bodily injury disease aggregate

(d) City as Additional Insured. All insurance policies required by this Agreement for Licensee and its general contractor, except workers' compensation, shall name the City, its officers and employees as an additional insureds by endorsement and shall contain a waiver of subrogation by endorsement.

(e) Limits of Insurance. The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

(f) Certificates of Insurance. Prior to the execution of this Agreement, Licensee has provided, to the City's satisfaction, certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. All certificates of insurance must be kept in force throughout the duration of this Agreement. If any of Licensee's or its general contractor's coverage is renewed at any time prior to the expiration of this Agreement, Licensee shall be responsible for obtaining updated insurance certificates from its insurance carrier and forwarding the replacement certificates to the City within ten (10) days of the City's written request therefor or expiration date of any previously delivered certificate.

Licensee's general contractor shall provide a certificate of insurance to the City at the time of obtaining a permit to conduct the work with the same requirements as described paragraph (f).

The minimum A.M. Best rating of each primary insurer shall be A-VIII and the minimum A.M. Best rating of each excess insurer shall be A-VII. The Licensee shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to this Agreement. Licensee's and its general contractor's insurance policies will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the City.

INDEMNIFICATION

As between the Parties, and without either City or Licensee waiving any rights, privileges and protections provided under the Colorado Governmental Immunity Act (CGIA"), C.R.S. 24-10-101 to 120, each Party will be responsible for its own negligence and that of its officers and employees in the performance of this Agreement. If either Party is given notice of a claim or suit against or involving the other arising from this Agreement, the Party agrees to give the other Party prompt written notice of such claim or suit. Both Parties reserve the right to seek reimbursement for damages from any third party responsible for any damage.

EXPENSES TO BE BORNE BY LICENSEE

All work authorized by this Agreement shall be performed by Licensee at no expense to the City and, except as otherwise set forth herein, Licensee shall own and maintain its installation thereafter.

NO WARRANTY OF TITLE

The rights and privileges granted in this Agreement are subject to prior written agreements, and conveyances, recorded or unrecorded, and it shall be Licensee's sole responsibility to determine the existence of any rights, uses or installations conflicting with Licensee's use of the City's property hereunder and to resolve any conflict.

REVOCATION AND REMOVAL

If Licensee does not use the right herein granted on its installation for a period of one (1) year, or if Licensee shall at any time fail or refuse to comply with or carry out any of the conditions of this Agreement, the City may, at its election, revoke this Agreement forthwith by written notice to the Licensee in person or by mail at Licensee's last-known address. Upon termination of the Agreement, Licensee shall have thirty (30) days to remove its installation from the City's property. In the event Licensee does not remove said installation within the time allowed, the City may remove said installation at Licensee's expense and without liability to Licensee by such removal.

The City may, at any time, by providing Licensee with thirty (30) days' written notice, terminate this Agreement.

If the City at any time during the period of this Agreement deems it necessary to excavate in the area of the crossing for which this Agreement is granted, for construction, modification, replacement, repair, operation of, or maintenance of any of its utility lines, mains or facilities, which work requires the moving of Licensee's utility lines, mains or facilities, such costs of movement of Licensee's utility lines, mains or facilities shall be borne by Licensee.

ABANDONMENT

Upon abandonment of any right or privilege herein granted, the right of Licensee to that extent shall terminate, but its obligation to indemnify and save harmless the City, its officers, employees and agents, as permitted by law, shall not terminate in any event.

ASSIGNMENTS

The rights granted Licensee hereunder shall not be assigned without the prior written consent of the City, such consent shall not be unreasonably conditioned or withheld.

FEES

The base license fee for this Agreement includes two (2) hours of processing, review, or inspection by the City; and if the City requires further inspection, Licensee shall pay at the rate set forth in the City's annual service fee schedule for any specific year. Work on holidays and weekends may be charge a 4-hour minimum.

SPECIAL CONDITIONS

This Agreement is subject to the foregoing conditions and to the following special conditions:

Changes to this Agreement may only be made through an approved addendum form provided by the City. Only Licensee may request a change to this Agreement. In case of a change of ownership by Licensee, a Consent to Assignment to this Agreement must be obtained through the City.

PARAGRAPH HEADINGS

The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

NOTICE

Wherever herein notice is required to be given to any party hereto, such notice shall be given by U. S. Postal Service first class delivery, or by personal hand delivery addressed as follows:

To the City:

City of Aurora
Land Development Review Division
15151 East Alameda Parkway, Ste. 3200
Aurora, CO 80012

To Licensee:

Monterey DC Assets LLC
5 Bryant Park, 28th Floor
New York, NY 10018

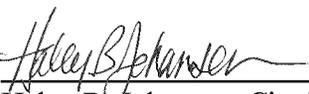
RECORDATION

Following execution of this Agreement by the parties hereto, the City shall cause this Agreement to be recorded with the County Clerk and Recorder's Office in Arapahoe County, Colorado.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

APPROVED:

CITY OF AURORA, COLORADO,
a home rule municipal corporation

By: 
Haley B. Johansen, City Engineer

Reviewed by:


Darren Akrie
Land Review Services Supervisor

AUTHORIZATION AND ACCEPTANCE:

The undersigned officer of Monterey DC Assets, LLC, a Delaware limited liability company, have read the foregoing Agreement and agree for and on behalf of said Licensee that it will accept and will abide by all the terms and conditions thereof.

LICENSEE:

Monterey DC Assets, LLC, a Delaware limited liability company

Joseph Sposito
Joseph Sposito
Chief Financial Officer, US

STATE OF New York)
County of New York) ss.

The above and foregoing instrument was subscribed and sworn to before me this 3 day of October, 2024, by Joseph Sposito as Chief Financial Officer for Monterey DC Assets, LLC, a Delaware limited liability company

My Commission expires:

4/10/2028

Witness my hand and official seal.

[Signature]
Notary Public

SEAL

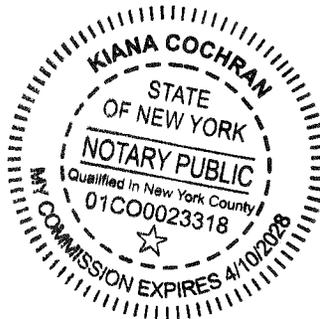
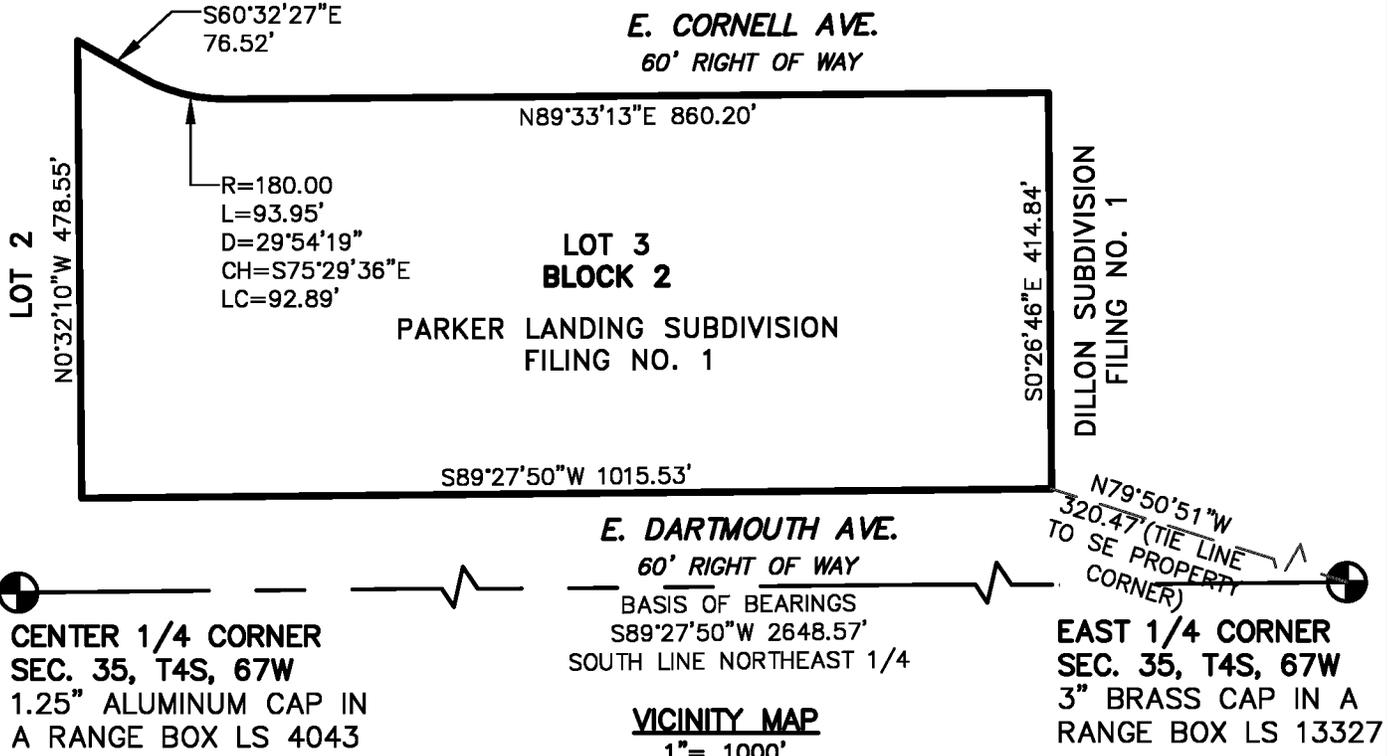
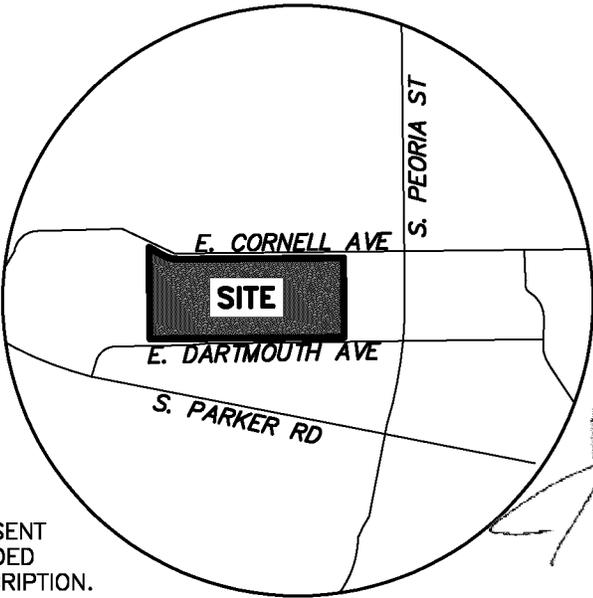


EXHIBIT A ILLUSTRATION

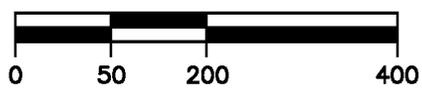
SHEET 1 OF 3
RSN 1764645



VICINITY MAP
1" = 1000'



SCALE: 1" = 200'



OWNER:
MONTEREY DC ASSETS LLC
5 BRYANT PARK UNIT 2800
NEW YORK, NY 10018

THIS ILLUSTRATION DOES NOT REPRESENT
A MONUMENTED SURVEY. IT IS INTENDED
ONLY TO DEPICT THE ATTACHED DESCRIPTION.



CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR 24' MOTORIZED SWING GATES
A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SEC. 35,
T4S, R67W OF THE 6TH P.M.
AURORA, ARAPAHOE COUNTY, COLORADO
LOT 3, BLOCK 2,
PARKER LANDING SUBDIVISION FILING NO. 1

DRAWN BY JMH	SCALE 1"=50'	R-O-W FILE NO.
CHECKED BY JPE	DATE 6/24/24	JOB NO. S245051

EXHIBIT A ILLUSTRATION

SHEET 2 OF 3
RSN 1764645

E. CORNELL AVE.

N89°33'14"E 684.23'

60' RIGHT OF WAY

N89°33'14"E 26.00'

6' GAS ESMNT.
REC. 1959264

24' ELECTRIC SWINGING GATE WITH APPROVED SIREN OPERATED SYSTEM. KNOX KEY SWITCH, MANUEL RELEASE AND 24 HOUR BATTERY BACKUP SYSTEM

LICENSED ENCROACHMENT POINT OF BEGINNING GATE

DILLON SUBDIVISION FILING NO. 1

**LOT 3
BLOCK 2**

10' DRAINAGE EASEMENT
BOOK 2197, PAGE 280

**PARKER LANDING SUBDIVISION
FILING NO. 1**

26' FIRE AND UTILITY EASEMENT
REC. 2239207

24' ELECTRIC SWINGING GATE WITH APPROVED SIREN OPERATED SYSTEM. KNOX KEY SWITCH, MANUEL RELEASE AND 24 HOUR BATTERY BACKUP SYSTEM

N36°54'24"W
546.89' (TIE LINE TO GATE)

LICENSED ENCROACHMENT POINT OF BEGINNING GATE

6' GAS ESMNT.
REC. 1959264

N89°33'14"E 26.00'

N69°33'32"W
347.86' (TIE LINE TO GATE)

S89°27'50"W 683.58'

E. DARTMOUTH AVE.

60' RIGHT OF WAY

BASIS OF BEARINGS
S89°27'50"W 2648.57'
SOUTH LINE NORTHEAST 1/4

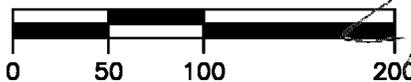
**CENTER 1/4 CORNER
SEC. 35, T4S, 67W**
1.25" ALUMINUM CAP IN
A RANGE BOX LS 4043

**EAST 1/4 CORNER
SEC. 35, T4S, 67W**
3" BRASS CAP IN A
RANGE BOX LS 1332



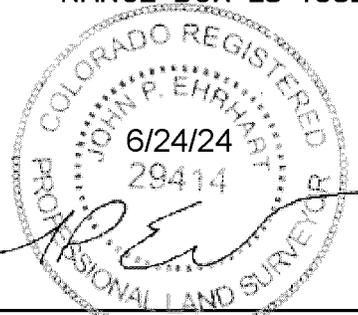
NORTH

SCALE: 1" = 100'



THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

OWNER:
MONTEREY DC ASSETS LLC
5 BRYANT PARK UNIT 2800
NEW YORK, NY 10018



CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR 24' MOTORIZED SWING GATES A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SEC. 35, T4S, R67W OF THE 6TH P.M. AURORA, ARAPAHOE COUNTY, COLORADO
**LOT 3, BLOCK 2,
PARKER LANDING SUBDIVISION FILING NO. 1**

DRAWN BY JMH	SCALE 1"=50'	R-O-W FILE NO.
CHECKED BY JPE	DATE 6/24/24	JOB NO. S245051

EXHIBIT A ILLUSTRATION

PROFILE VIEW

SHEET 3 OF 3

RSN 1764645

