

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT (“License”)** is made as of the date stated on the City signature page below between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), on behalf of its Department of Aviation, and **AT&T CORP.**, a New York corporation authorized to do business in Colorado (“AT&T” or “Licensee”).

### RECITALS

**WHEREAS**, the City owns and operates Denver International Airport (“DEN” or “Airport”), through its Department of Aviation, with the power to grant a license with respect to such property; and

**WHEREAS**, Licensee has long held a license to install and operate a fiber-optic cable on DEN land, Contract No. AC14004 executed February 28, 2002, on the property described and depicted on Exhibit A, attached hereto and incorporated herein by this reference; and

**WHEREAS**, Licensee has requested that its license to use Airport property be renewed; and

**WHEREAS**, the City is willing to grant such rights to Licensee, on the terms and conditions herein contained;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **GRANT OF LICENSE.**

A. The Chief Executive Officer of Denver International Airport (“CEO”) hereby grants to Licensee, subject to the conditions and terms hereinafter contained, **a revocable non-exclusive license** for the following activities: Inspection, maintenance, alteration, repair, replacement, operation, and removal of one fiber optic communications system located next to Tower Road between 72nd and 80th Avenues on DEN property. The system crosses DEN property but does not serve DEN. The described infrastructure and permitted work shall be referred to collectively as “**the Facilities.**”

B. The Facilities shall be constructed on the land described and depicted in Exhibit A (“**License Property**”).

C. The License granted is not exclusive, and the City specifically reserves the right to grant such other licenses, rights, or privileges across, on, or pertaining to the License Property to such persons and for such purposes as Denver may, in its sole discretion, select, so long as it does not unreasonably interfere with Licensee’s rights under this agreement.

2. **FEES.**

A. Fee for License Property. As a fee for the use of the License Property, Licensee shall pay, in advance and without offset, deduction, or abatement, **a one-time fee in the amount of Twenty-Four Thousand Five Hundred Dollars (\$ 24,500.00).** The full fee shall be due and payable to DEN 30 days after the execution of this License Agreement. Licensee understands and agrees that no prorated adjustment of the fee paid will be made even if this License is terminated before its stated Term.

B. Payment of Fees. All sums payable to City shall be made payable to the "Airport Revenue Fund" and delivered to Executive Suite, Airport Office Building, 8500 Peña Blvd. Denver International Airport, Denver, Colorado 80249-6340, or such other place as the City may hereafter designate by notice in writing to Licensee. Any check given to the City shall be received by it subject to collection, and Licensee agrees to pay any charges, fees or costs incurred by the City for such collection, including reasonable attorney fees. Any payment not made to City when due shall accrue interest at 18% per annum commencing on the fifth calendar day after the date such amount is due and owing until paid to City.

3. CITY'S RIGHTS. City shall retain all its rights to the use, occupancy, and ownership of the License Property; and such use, occupancy, and ownership shall not be interfered with by the Licensee's exercise of the rights granted hereunder during the Term, except to the extent interference shall be necessary to exercise the rights granted by this license; provided, however, that Licensee shall reimburse City for any damage that results from such exercise of its rights. The rights and privileges granted herein are subject to prior easements, rights of way, and other matters affecting title. City specifically reserves for itself and other tenants, licensees, and assignees of City, without limitation, the right to cross the License Property, the right to place equipment or other utilities above, across and within the License Property, and all rights which do not unreasonably interfere with Licensee's use of the License property.

4. CHANGE OF GRADE. City reserves unto itself the right to change the grade of the ground within or around the License Property, upon 45 days' notice to Licensee. Licensee waives any claim for damages which it may acquire or have against City arising out of any such change and assumes all costs which may result therefrom.

5. RELOCATION. Licensee agrees that it will, at its own cost and expense, relocate the Facilities to a new location provided by City if such relocation is determined by the CEO to be necessary for Airport purposes. Licensee shall make such relocation within 60 days of notice from DEN, and without cost to the City. All terms and conditions of this License shall apply to the new location.

6. TERM. The rights granted hereunder shall commence on January 1, 2020, and terminate December 31, 2024, unless earlier terminated as herein provided. The parties specifically agree that the City may terminate this License Agreement at any time and revoke any license hereby granted, in the sole discretion of the CEO, upon one hundred eighty (180) days advance written notice to Licensee. Upon any expiration, abandonment or termination of this License Agreement, Licensee shall remove, at Licensee's expense, its entire Facilities, or such portion thereof as specified by the CEO, within 60 days of such expiration, abandonment or termination

or within such additional time as is granted by the CEO. If the Licensee's installation is removed as requested by City, Licensee shall at its expense restore the land to the conditions existing prior to installation of its Facilities, and upon failure to do so the City may opt to cause such removal and restoration to be done at Licensee's expense. No portion of Licensee's Facilities shall be closed in place or abandoned in place either during or after the term of this License Agreement.

7. **CONSTRUCTION BOND.** Prior to the commencement of any new construction related to the Facilities, Licensee shall deliver to the CEO, and maintain in effect throughout the construction period, a construction performance and payment bond in a sum not less than 100% of the construction contract price, including restoration. Said bond shall guarantee to City prompt and faithful performance of the construction contract, including restoration of the License Property and any Temporary Construction Property, and prompt payment by Licensee to its contractors and by Licensee's contractors to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by contractor(s), subcontractor(s) and suppliers in the prosecution of the work provided for in said construction contract and shall protect the City from any liability, losses or damages arising therefrom. All bonds shall be issued by a surety company licensed to transact business in the State of Colorado and satisfactory to and approved by the City, and shall be in the form and with conditions as provided in DIA Development Guidelines.

8. **REQUIREMENTS FOR PERFORMING ACTIVITIES ON PROPERTY.**

A. **Coordination.** Licensee agrees to coordinate its work performed on the Airport with the operational requirements of the Airport, and all work movement of persons and equipment on areas used by aircraft shall be subject to regulations and restrictions established by the Airport authorities. Licensee shall coordinate access and work performed under this License with the Aviation Land Manager, or such other person as the CEO may designate. The Land Manager shall provide the needed contact information to Licensee as soon as practicable after execution of this License. Access of people and equipment to the License Property shall be in accordance with instructions received from the Aviation Land Manager.

B. **Notice of Surface Activities.** For activities during the Term requiring surface access only, Licensee shall notify the Aviation Land Manager at least 48 hours prior to the start of any work. If emergency access is needed, Licensee shall provide notice as soon as reasonably possible under the emergency circumstances. DEN will provide any necessary instructions regarding access logistics within a reasonable time after Licensee gives such notice. No access fee is required for such activities.

C. **Notice and Payment for Intrusive Activities.** For activities during the Term requiring disturbance deeper than six inches below the surface of the land (*e.g.*, trenching, potholing, excavation, *etc.*, collectively "**Intrusive Activities**"), Licensee shall notify the Aviation Land Manager at least three weeks prior to the start date of the Intrusive Activity, and shall provide such information as the Land Manager may reasonably require. An Intrusive Activity access fee of \$1500.00 shall be paid by Licensee to cover DIA's administrative costs.

1. If Licensee performs or allows others to perform Intrusive Activities without the

required notice or fee payment, the Parties agree the liquidated damages for such breach of this section shall be double the Intrusive Activity access fee.

2. This provision will not apply in an emergency situation. If emergency access is needed, Licensee will contact DEN as soon as reasonably possible, will cooperate with DEN as much as reasonably possible, and will follow all reasonable instructions from DEN to reduce impact on DEN traffic and operations during the emergency access.

D. Permits; FAA Review and Approval. Licensee shall timely acquire all necessary federal, state, local, and airport permits, and comply with all permit requirements, including but not limited to any required site access permits, FAA 7460s, or other approvals. Licensee understands that activities involving vehicles, equipment, or other items taller than 20' require FAA review and approval, and Licensee is responsible to allowing sufficient time for such review to occur.

9. NO OPEN CUT ON ROADS. Licensee shall not, at any time, open cut or otherwise damage Peña Boulevard, its frontage roads, and other airport service roads, except that Licensee may open cut the frontage roads and airport service roads in the event of an emergency situation, in which event Licensee shall as soon as possible notify City of said actions and shall, at Licensee's sole expense, repair any damage caused by such actions.

10. OBSTRUCTIONS. Licensee agrees that no obstructions shall be cleared from the License Property without the prior written consent of the CEO.

11. RESTRICTION ON ALTERATIONS. Except in emergency circumstances, no alterations, improvements or changes shall be made to the Facilities without the prior written approval of the CEO.

12. OPERATION AND MAINTENANCE. Licensee shall maintain and operate the Facilities in a safe and good condition. Licensee must comply with all conditions imposed by the CEO; provided, that such conditions are consistent with all existing laws and regulations including those pertaining to the U.S. Department of Transportation and the Colorado Department of Transportation.

13. RESTORATION. Licensee agrees that after construction of the Facilities, and after any maintenance, repair, replacement, or removal of any of the Facilities, Licensee shall restore the surface of DEN's property to the grade and condition it was in immediately prior to said construction, maintenance, repair, replacement or removal. Licensee also agrees to restore and repair any paving and fences which are damaged, modified, or altered by Licensee during said construction, maintenance, repair, replacement or removal. Licensee further agrees to replace any topsoil removed from any areas on the City's property, to reseed the disturbed area so as to prevent erosion, to restore landscaping, as nearly as reasonably possible, to its original condition, and to remove any excess earth resulting from said construction, maintenance, repair, replacement, or removal, at Licensee's sole cost and expense. Licensee shall remove all Hazardous Materials, as defined below, from DEN's property, and shall comply with the provisions of the Environmental Requirements paragraph below, as part of Licensee's restoration obligations hereunder.

14. **INSURANCE.**

A. Licensee shall, prior to performing work on Aviation Property, obtain and keep in force insurance policies as described in the City's form of insurance certificate, attached to this Agreement as **Exhibit B** and incorporated herein. The certificate specifies the minimum insurance requirements Licensee and any of its contractors must satisfy in order to perform work allowed under this Agreement on Aviation Property.

B. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Licensee. Licensee shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

C. The parties hereto understand and agree that the City and County of Denver, its officers, officials, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or similar protections otherwise legally available to the City and County of Denver, its officers, officials, and employees.

15. **INDEMNIFICATION.**

A. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents, and employees against all liabilities, claims, judgments, suits, or demands for damages to persons or property to the extent caused by work performed under this License by Licensee or Licensee's agents, representatives, subcontractors, or suppliers, including worker's compensation claims, or its use or occupancy of any portion of Aviation Property ("Claims"); provided, however, that Licensee's obligation herein shall not apply to the extent said Claims result from any negligent or willful acts or omissions of the City, its employees, officers, agents, and volunteers. This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. Licensee's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Licensee is not named as a Defendant.

C. Licensee shall control defense of such Claims and City shall provide reasonable cooperation to Licensee. Licensee will defend any and all Claims that may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

D. Insurance coverage requirements specified in this License shall in no way lessen or limit the liability of Licensee under the terms of this indemnification obligation. Licensee shall obtain,

at its own expense, any additional insurance that it deems necessary.

E. This defense and indemnification obligation shall survive for three (3) years after expiration or termination of this License.

16. **LIMITATION ON LIABILITY.** Licensee agrees that no liability shall attach to City for any damages or losses incurred or claimed by Licensee or any other person or party on account of the construction or installation of the Facilities by Licensee. Licensee agrees that it shall not in any way seek damages or make any claims against the City for any interference or delay caused by construction in adjacent areas, travelers, other businesses or Airport operations, including without limitation damages or losses in the nature of delay damages, lost labor productivity, and impact damages. Notwithstanding anything to the contrary contained herein, in no event shall a Party be liable for any indirect, incidental, consequential, special, reliance or punitive damages, including without limitation damages for lost profits, advantage, savings or revenues of any kind, whether or not the Party has been advised of the possibility of such damages.

17. **ENVIRONMENTAL MATTERS.**

A. Licensee shall comply with all applicable local, state, and federal laws of any governmental body having jurisdiction over the License Property addressing pollution or protection of human health, natural resources or the environment and all implementing regulations including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. (the “Clean Water Act”); the Clean Air Act, 42 U.S.C. § 7401 et seq. the Hazardous Materials Transportation Act, 49 U.S.C. § 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Atomic Energy Act, 42 U.S.C. § 2011 et seq. (collectively referred to as “Environmental Laws”). For the purposes of this Agreement, Hazardous Materials means any substance to the extent presently regulated, listed, defined, designated or classified as hazardous, toxic, or radioactive under any Environmental Law, including radionuclides and petroleum.

B. Licensee shall acquire all necessary federal, state, and local environmental permits, and comply with all permit requirements, including but not limited to the Environmental Guidelines and EMS, <http://business.flydenver.com/community/enviro/documents/es301.pdf>). Licensee shall also comply with all City requirements regarding environmental controls, including erosion and sedimentation control.

C. Licensee assumes liability as generator of, and assumes title to any and all Hazardous Materials that Licensee generates, stores, disturbs, removes, excavates, spills, releases or leaks related to Licensee's activities or operations at the Airport and/or the License Property.

D. In the case of a release, spill, discharge, leak or disposal of Hazardous Materials as a result of activities on the License Property by Licensee or any of its contractors, subcontractors, agents or representatives, Licensee shall immediately control and shall thereafter diligently remediate all contaminated property in accordance with all applicable federal, state, local, and airport laws and regulations, including those posted at <http://business.flydenver.com/info/research/rules/index.htm>. The City agrees to cooperate with Licensee and not hinder Licensee if Licensee is in compliance with this License. Licensee agrees to share its plans for remediation with the City. Licensee shall reimburse the City for any penalties imposed against the City for the release, and shall reimburse the City for any costs and expense, including without limitation reasonable attorney's fees, directly incurred by the City as a result of the release or disposal by Licensee or its contractors, subcontractors, agents and representatives of any Hazardous Materials on the Airport, or the License Property.

E. Licensee shall immediately notify the City in writing of any release, spill or leak, the control and remediation response actions taken by Licensee, and any responses, notifications or actions taken by any federal, state or local agency with regard to such release, spill or leak. Licensee shall make available to the City for inspection and copying, upon reasonable notice and at reasonable times, any or all of the documents and materials that Licensee has prepared pursuant to any requirement under this Section. If there is a requirement to file any notice or report of a release or threatened release of any Hazardous Materials at, on, under or migrating from the Airport, or the License Property, Licensee shall provide copies of all results of such report or notice to the City.

F. At the City's reasonable request, Licenses shall conduct testing and monitoring as is necessary to determine whether any Hazardous Materials have entered the soil, groundwater, or surface water on or under the Airport, or the License Property. Licensee shall provide copies of all results of such testing and monitoring to the City.

G. Licensee shall adhere to Licensee's field health and safety practices and procedures and shall conduct all aspects of construction, alteration, repair, replacement, operation or removal of underground infrastructure performed on the Airport in accordance with all applicable laws, regulations and ordinances including without limitation all OSHA requirements and shall utilize OSHA trained and certified hazardous waste site workers and managers as appropriate.

J. The City has not entered into, and, to the knowledge of the City, is not subject to any agreements, consents, orders, decrees, judgments or other binding consensual agreements or commitments pursuant to Environmental Laws that impose conditions that prevent the develop or operation of Licensee's Facilities. The City represents that the License Property has no known prior contamination of any Hazardous Materials.

18. **TAXES, LICENSES, LIENS, AND FEES.** Licensee agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations hereunder and to take out and keep current all municipal, state or federal licenses required for the conduct of its business at and upon the License Property and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent. Licensee also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon

the Facilities, License Property or improvements thereto, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman for Licensee, as contractors or subcontractors. Licensee agrees to furnish to the Aviation Land Manager, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by it of Social Security, unemployment insurance and worker's compensation insurance, and all required licenses and all taxes. Licensee further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Facilities, License Property or improvements thereon which will in any way impair the rights of the City under this License.

19. **COMPLIANCE WITH ALL LAWS AND REGULATIONS.** Licensee agrees to comply with all applicable federal, state and local laws, regulations and guidelines, including without limitation DIA Design Standards. Further, all general rules and regulations adopted by the City or the CEO for the construction, management, operation and control of the Airport, either promulgated by the City on its own initiative or in compliance with regulations or actions of the Federal Aviation Administration or other authorized federal agency. Licensee and its contractors shall comply with all Airport and construction site access requirements, and shall obtain and pay for all required DIA site access permits and badges. Failure to comply will be grounds for the City to suspend construction or deny access.

20. **FORCE MAJEURE.** Neither party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this License due to causes beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages or materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control, but in no event shall this paragraph be construed so as to allow Licensee to reduce or abate its obligation to pay the Fees herein.

21. **NO ASSIGNMENT.** Licensee covenants and agrees not to assign, pledge or transfer its rights in this License without first obtaining the written consent of the CEO, which consent shall not be unreasonably denied. Any attempt by Licensee to assign or in any way transfer its interests in this License, in whole or in part, without such prior written consent shall be at the option of the CEO to automatically terminate this License and all rights of Licensee hereunder.

22. **NO WAIVER.** No failure of City to insist upon the strict performance of a term, covenant or agreement contained in this License shall be deemed or taken to be a waiver by the City of any succeeding or other breach.

23. **BOND ORDINANCE.** This License and the rights granted or conveyed hereby are in all respects subject and subordinate to any and all City bond ordinances applicable to the City's airport system and to any other bond ordinances which amend, supplement or replace such bond ordinances. The parties to this License acknowledge and agree that all property subject to this License which was financed by the net proceeds of tax-exempt bonds is owned by the City, and Licensee agrees not to take any action that would impair, or omit to take any action required



to confirm, the treatment of such property as owned by the City for purposes of Section 142(b) of the Internal Revenue Code of 1986, as amended. In particular, the Licensee agrees to make, and hereby makes, an irrevocable election (binding on itself and all successors in interest under this License) not to claim depreciation or an investment credit with respect to any property subject to this License which was financed by the net proceeds of tax-exempt bonds and shall execute such forms and take such other action as the City may request in order to implement such election.

24. **FEDERAL PROVISIONS.** This License is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the City's airport system. The provisions of the attached Appendices are incorporated herein by reference.

25. **PARAGRAPH HEADINGS.** The paragraph headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this License.

26. **SECURITY.** Licensee shall cause its officers, contractors, agents and employees to comply with any and all existing and future security regulations adopted by the City, including Airport security regulations and regulations of the Federal Aviation Administration, including as they may be amended from time to time.

27. **THIRD PARTIES.** This License does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Licensee because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

28. **NOTICES.** All notices hereunder shall be given to the following by hand delivery, certified mail return receipt requested, or nationally recognized overnight delivery service to:

by Licensee to: Chief Executive Officer  
Denver International Airport  
Airport Office Building, 9th Floor  
8500 Peña Blvd.  
Denver, Colorado 80249-6340

Attn: DEN Real Estate

by City to: AT&T Corp.  
Right of Way Group-Room 162  
3450 Riverwood Parkway SE  
Atlanta, Georgia 30339

Telephone: 678-627-5330  
Email: aw117t@att.com  
Email: g22053@att.com

With copy to: AT&T  
One AT&T Way  
Room 3A118A  
Bedminster, New Jersey 07021  
Attention: Legal Department – Network Services

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the Land Manager or Licensee.

29. **ADMINISTRATIVE HEARING; COLORADO LAW AND VENUE.**

A. **Administrative Hearing.** Disputes arising under or related to this License shall be resolved by administrative hearing, which shall be conducted in accordance with the procedures set forth in Denver Revised Municipal Code Section 5-17. The Parties hereto agree that the CEO's determination resulting from said administrative hearing shall be final, subject only to the right to file a request for reconsideration and/or appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

B. **Governing Law; Venue.** This License and performance hereunder shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action that may be file in court shall be in the District Court in and for the City and County of Denver.

30. **ENTIRE AGREEMENT.** The parties acknowledge and agree that the provisions contained herein, along with those contained in the attached exhibits and appendices, constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved to the CEO herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this License.

31. **SPECIFIC PERFORMANCE.** The City shall have the right to specific performance or injunctive relief to enforce the terms and conditions of this License.

32. **NONDISCRIMINATION.** In connection with the performance of work under this License, Licensee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability, and Licensee further agrees to insert the foregoing provision in all subcontracts hereunder.

33. **DIVISION OF SMALL BUSINESS OPPORTUNITY (“DSBO”)**. Licensee agrees to comply with the requirements of Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code (“MBE/WBE Ordinance”), or applicable successor ordinance, to the extent the MBE/WBE Ordinance applies to Licensee’s activities under this License. Licensee agrees to comply with rules and regulations issued by the Director of the DSBO, who may set goals for design and construction of the work permitted under this agreement in accordance with the MBE/WBE Ordinance. Licensee shall meet, or make a good faith effort to meet, any such goals.

34. **PROMPT PAY**. For all work on License Property, Grantee is subject to D.R.M.C. Section 20-112 wherein Grantee is to pay its subconsultants in a timely fashion. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (D.R.M.C. Sections 20-107 through 20-118).

35. **PREVAILING WAGE**. Licensee shall comply with Denver’s Prevailing Wage Ordinance, D.R.M.C. Section 20-76 *et seq.*, to the extent such Ordinance applies to its activities on License Property. Licensee is prohibited from hiring any subcontractor to work on Aviation Property that is currently debarred by Denver in accordance with D.R.M.C § 20-77.

36. **CITY'S EXECUTION OF LICENSE**. This License is expressly subject to, and shall not be or become effective or binding on the City, until approved by City Council and fully executed by all signatories of the City and County of Denver.

END OF DOCUMENT; SIGNATURE PAGES AND EXHIBITS FOLLOW

**Contract Control Number:** PLANE-202055234-00  
**Contractor Name:** AT&T

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202055234-00  
AT&T

By: DocuSigned by:  
*Lana Scarlett-Rowell*  
CACB65D4A62442B...

Name: Lana Scarlett-Rowell  
(please print)

Title: Senior Technical Process Quality  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

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 1994  
 PLS 1311

SECTION 29

EXHIBIT 'A'

Centerline Description of Proposed Fiber Optic Easement

The centerline of a proposed five foot wide, 2 1/2 feet left and 2 1/2 feet right of said centerline, fiber optic cable easement in a part of the W1/2 of the W1/2 of Section 34 and the NE1/4 of the NE1/4 of Section 33, T. 2 S., R. 66 W., 6th P.M., City and County of Denver, State of Colorado, being more particularly described as follows:

Beginning at a point on the North line of said Section 33, from which the NE Corner of said Section 33 bears N89°13'51"E 32.74 feet distant;  
 Thence S09°32'49"E 55.51 feet;  
 Thence N89°23'52"E at 24.11 feet leave said Section 33 and enter said Section 34 a total distance of 58.19 feet;  
 Thence S00°36'08"E 944.40 feet;  
 Thence S02°22'35"E 121.72 feet;  
 Thence S02°22'35"E 42.20 feet;  
 Thence S02°22'35"E 341.17 feet;  
 Thence S00°36'08"E 340.19 feet;  
 Thence S00°36'08"E 282.33 feet;  
 Thence S00°36'08"E 43.07 feet;  
 Thence S02°54'18"E 199.65 feet;  
 Thence S00°36'08"E 109.53 feet;  
 Thence S00°36'08"E 1252.04 feet;  
 Thence S00°36'08"E 72.23 feet;  
 Thence S00°36'08"E 51.13 feet;  
 Thence S03°45'52"E 482.30 feet;  
 Thence S00°42'17"E 29.61 feet;  
 Thence S00°42'17"E 764.54 feet;  
 Thence S00°42'17"E 58.95 feet;  
 Thence S00°42'18"E 166.83 feet, more or less, to the South line of said Section 33 and the end of this centerline description.

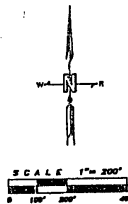
SECTION 33

3-1/2" ALUMINUM CAP FOUND 1" BELOW SURFACE MARKED WITH SURVEY MARKER

CLARK & ASSOCIATES  
 1/4  
 S33 S34  
 PLS 4943

SECTION 34

LINE TABLE		
LINE	LENGTH	BEARING
L2	55.51	N09°32'49"W
L3	56.19	N89°23'52"E
L4	944.40	N00°36'08"W
L5	121.72	S02°22'35"E
L6	42.20	S02°22'35"E
L7	341.17	S02°22'35"E
L8	340.19	N00°36'08"W
L9	282.33	N00°36'08"W
L10	43.07	N00°36'08"W
L11	199.65	N02°54'18"W
L12	109.53	N00°36'08"W
L13	1252.04	N00°36'08"W
L14	72.23	N00°36'08"W
L15	51.13	N00°36'08"W
L16	482.30	S03°45'52"E
L17	29.61	S00°42'17"E
L18	764.54	S00°42'17"E
L19	58.95	S00°42'17"E
L20	166.83	S00°42'18"E



Centerline of Fiber Optic Easement

3-1/2" ALUMINUM CAP FOUND IN CENTER OF A MEDIAN

VIGIL LAND COMPANY  
 T2S R66W  
 S33 S34  
 S4 S3  
 T3S R66W  
 1999  
 PLS 2294

SECTION 4

SECTION 3

Section	Township	Range	Meridian	City/Town	County	State	Verifications	Date
34	2 S	66 W	6th Principal	Denver	Denver	Colorado		

**EXHIBIT B**

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION  
SITE ACCESS PERMIT/LICENSE AGREEMENT**

**A. Certificate Holder**

The certificate shall be issued to: CITY AND COUNTY OF DENVER  
Denver International Airport  
8500 Peña Boulevard, Suite 8810  
Denver CO 80249  
Attn: Risk Management

**B. Acceptable Certificate of Insurance Form and Submission Instructions**

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) must be emailed in pdf format to: [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com)
- HARD COPIES of certificates and/or copies of insurance policies will not be accepted.
- ACORD FORM (or equivalent) must reference the DEN assigned Contract Number.

**C. Coverages and Limits**

1. Commercial General Liability:

Permittee shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy annual aggregate.

- a. Such insurance shall also provide contractual liability covering liability assumed under this Permit (including defense costs assumed under contract) within the scope of coverages provided.
- b. Such insurance shall include Mobile Equipment Liability, if such equipment will be used on DEN premises under this Permit.

2. Business Automobile Liability:

Permittee shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Permit.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Permittee does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. If transporting waste, hazardous material, or regulated substances, Permittee shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- d. If Permittee is an individual or represents that Permittee does not own any motor vehicles and Permittee's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

3. **Workers' Compensation and Employer's Liability Insurance:**  
Permittee shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
  - a. If Permittee is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Consultant to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
  
4. **Contractor's Pollution Legal Liability:**  
Permittee shall maintain coverage for its work site operations that are conducted on DEN's premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and aggregate resulting from claims arising out of a pollution condition or site environmental condition resulting out of work site operations on DEN's premises.
  - a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on the DEN premises.
  - b. Work site means a location where covered operations are being performed, including real property rented or leased from DEN for the purpose of conducting Permittee's covered operations.
  
5. **Professional Liability (Errors and Omissions) Insurance:**  
Permittee shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Permit.
  
6. **Property Insurance:**  
Permittee is solely responsible for any loss or damage to their real or personal property including, without limitation, property, materials, tools, equipment, and structures. If Permittee carries insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section E will be required.
  
7. **Unmanned Aerial Vehicle (UAV) Liability:**  
If Permittee desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
  - a. Express written permission must be granted by DEN.
  - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
  - c. Drone equipment must be properly registered with the FAA.
  - d. Drone operator(s) must be properly licensed by the FAA.
  - e. Permittee must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.
  
8. **Excess/Umbrella Liability:**  
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess policy(es) must follow form of the primary policies with which they are related to provide the minimum limits.



**D. Additional Insured**

For all coverages required under this Permit (excluding Workers' Compensation and Professional Liability, if referenced), Permittee's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees and volunteers as Additional Insureds by policy endorsement.

**E. Waiver of Subrogation**

For all coverages required under this Permit, Permittee's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees and volunteers by policy endorsement.

**F. Notice of Material Change, Cancellation or Nonrenewal**

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Permit.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Permittee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

**G. Additional Provisions**

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Permittee.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
4. Provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City shall be provided on policies which the City requires Additional Insured status.
5. The insurance requirements under this Permit shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Permittee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Permit.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Permit Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Permit is completed or the Permit is terminated, whichever is later.
7. Permittee shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Permittee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to the City at the time the Permittee signed this Permit.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.

10. Certificate of Insurance and Related Endorsements: The City's acceptance or approval of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Permit shall not act as a waiver of Permittee's breach of this Permit or of any of the City's rights or remedies under this Permit. The City's acceptance or approval of any submitted insurance certificate is subject to the approval of DEN Risk Management or its designee. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Permittee is solely responsible for ensuring they are in compliance with all insurance requirements and that all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its insurance providers shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes that negatively impact DEN or reductions in the coverage required by this Agreement shall be allowed without the review and written approval of DEN Risk Management.
13. Permittee shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Permittee's failure to maintain the insurance required by this Permit shall be the basis for immediate termination of this Permit at DEN's sole discretion and without penalty to the City.