

SCHEDULE 27

ACCESS TO CERTAIN FACILITIES

PART 1

1. **TERMS OF ACCESS TO THE DENVER ACCESS YARD AND NODE 1 BUILDING**
- 1.1 HPTE grants to Concessionaire a non-exclusive license to the Denver Maintenance Yard and the Node 1 Building available seven (7) days a week, twenty-four (24) hours per day through the Card Access Program. Concessionaire's use of the Node 1 Building shall be strictly limited for the purpose of exercising its rights to the fiber optic lines that are used for the Managed Lanes. The "**Card Access Program**" is the electronic card program that CDOT uses to provide to the Concessionaire and Concessionaire' contractors access to the Denver Maintenance Yard, Node 1 Building, the 70th Avenue Maintenance Facility, and Node 2 Building (collectively, "**Node Users**"). Node Users are required to obtain electronic cards from CDOT, at Concessionaire's sole cost and expense, by completing CDOT's then standard application form which for illustrative purposes may include background checks, fingerprints, and other security related information. The license granted by this Schedule 27, Part 1 is free of any Encumbrances save for:
 - (a) Those Encumbrances held by third parties as disclosed in the Disclosed Data;
 - (b) The Permitted Encumbrances; and
 - (c) The rights of all other third parties, now, or existing at any time, who may have access to the Denver Maintenance Yard and the Node 1 Building.
- 1.2 Concessionaire and all Node Users are prohibited from making or having additional access cards, and neither Concessionaire or any Node User shall alter any lock or install a new additional lock or bolt on any door of the Node 1 Building or the Denver Maintenance Yard.
- 1.3 HPTE is responsible for all maintenance, repair, and utilities for the Node Building and the Denver Maintenance Yard in a manner that permits access to the Node Building and use of the Node 1 Building as of the Contract Date. Concessionaire acknowledges and agrees that the Node 1 Building and the Denver Maintenance Yard are used by CDOT and other third parties.
- 1.4 HPTE agrees that it shall not, and it shall cause CDOT not to, transfer, dispose of, alienate or create any Encumbrance in, or purport to transfer or dispose of, alienate or create any Encumbrance in the land comprising the Denver Maintenance Yard while the Denver Maintenance Yard is to be made available to the Concessionaire pursuant to Schedule 27.
- 1.5 The Concessionaire's right to access the Denver Maintenance Yard and the Node 1 Building is limited to the license granted by this Schedule 27, Part 1 and this Contract does not grant and is not intended to grant any fee simple, leasehold estate, easement or any real property interest of any kind in or to the Denver Maintenance Yard or the Node 1 Building.
- 1.6 Concessionaire agrees to enter into any access agreements or permits required by CDOT or HPTE, provided that such access agreements do not impair Concessionaire's access required by this Section 27, Part 1.

SCHEDULE 27

ACCESS TO CERTAIN FACILITIES

PART 2

1. TERMS OF ACCESS TO THE 70TH AVENUE MAINTENANCE FACILITY AND RELATED STRUCTURES

- 1.1 HPTE grants to Concessionaire a non-exclusive license to 70th Avenue Maintenance Facility, as further described in this Schedule 27, Part 2. Access to the 70th Avenue Maintenance Facility and Node 2 Building shall be through the Card Access Program, and shall be available seven (7) days a week, twenty-four (24) hours per day. Concessionaire's access to the 70th Avenue Maintenance Facility Sand Dome and Magnesium Chloride Storage do not require any card access readers once inside the 70th Avenue Maintenance Facility. Concessionaire's use of the Node 2 Building shall be strictly limited for the purpose of exercising its rights to the fiber optic lines and operation of the gantries that are used for the Managed Lanes. Concessionaire's use of the 70th Avenue Maintenance Facility Sand Dome and Magnesium Chloride Storage shall be limited to use only for Snow and Ice Control Services in the Managed Lanes and the US 36 General Purpose Lanes and for the delivery of Services; provided, however, that in no event will Concessionaire cause traffic or noise in and to the 70th Avenue Maintenance Facility to be materially degraded from the volume of traffic or noise on a daily basis as of the Year immediately preceding the Contract Date. Permitted Users are required to obtain electronic cards from CDOT, at Concessionaire's sole cost and expense, by completing CDOT's then standard application form which for illustrative purposes may include background checks, fingerprints, and other security related information. The license granted by this Schedule 27, Part 2 is free of any Encumbrances save for:
- (a) Those Encumbrances held by third parties as disclosed in the Disclosed Data;
 - (b) The Permitted Encumbrances; and
 - (c) The rights of all other third parties, now, or existing at any time, who may have access to the 70th Avenue Maintenance Facility and the Node 2 Building (this latter exception does not apply to the 70th Avenue Maintenance Facility Sand Dome or the Magnesium Chloride Storage, but does apply to the underlying real property interests).
- 1.2 Concessionaire and all Permitted Users are prohibited from making or having additional access cards, and neither Concessionaire or any Permitted User shall alter any lock or install a new additional lock or bolt on any door of the Node 2 Building or the 70th Avenue Maintenance Facility.
- 1.3 HPTE is responsible for all maintenance, repair, and utilities for the common areas of the 70th Avenue Maintenance Facility in a manner that permits access to the Node 2 Building, the 70th Avenue Maintenance Facility Sand Dome, and the Magnesium Chloride Storage. Concessionaire acknowledges and agrees that the Node 2 Building and the 70th Avenue Maintenance Facility are used by CDOT and other third parties.
- 1.4 HPTE agrees that it shall not, and it shall cause CDOT not to, transfer, dispose of, alienate or create any Encumbrance in, or purport to transfer or dispose of, alienate or create any Encumbrance in the land comprising the 70th Avenue Maintenance Facilities while the 70th Avenue Maintenance Facilities is to be made available to the Concessionaire pursuant to Schedule 27.
- 1.5 The Concessionaire's right to access the 70th Avenue Maintenance Facilities, Node 2 Building, the 70th Avenue Maintenance Facility Sand Dome, and the Magnesium Chloride Storage are limited to the license granted by this Schedule 27, Part 2, and this Contract does not grant and is not intended to grant any fee simple, leasehold estate, easement or any real property interest of any kind in or to the 70th Avenue Maintenance Facilities,

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- Node 2 Building, the 70th Avenue Maintenance Facility Sand Dome, or the Magnesium Chloride Storage.
- 1.7 Concessionaire agrees to enter into any access agreements or permits required by CDOT or HPTE, provided that such access agreements do not impair Concessionaire's access required by this Section 27, Part 2.