

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is made and entered into this 25th day of October, 2017 (the "Effective Date") by and between the LINCOLN PARK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 8390 East Crescent Pkwy, Suite 500, Greenwood Village, CO 80111 (the "Licensor") and THE HIGHLANDS AT STONEGATE NORTH CONDOMINIUM ASSOCIATION, a Colorado nonprofit corporation, whose address is 11020 S. Pikes Peak Dr. #350, Parker, CO 80138 (the "Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor and the Licensee agree as follows:

1. The Licensor hereby grants a revocable, non-exclusive license (the "License") to the Licensee, subject to the provisions and conditions hereof, under, in, and across certain portions of Licensor's real property located in the County of Douglas, State of Colorado (the "Property") (the Property being more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference), solely for the lawful construction, installation, maintenance, operation, repair, replacement, removal, and use of underground drainage line improvements, facilities and appurtenances as depicted in **Exhibit B** attached hereto (the "Improvements"), and the lawful discharge of storm and other water from those Improvements into Market Street.

2. This Agreement shall be effective upon the Effective Date and shall terminate automatically (a) if construction of the Improvements has not been substantially initiated within one year of the Effective Date, (b) upon removal and/or cessation of use of the Improvements or Property by the Licensee, (c) upon notice from Licensee that its activities on the Property are completed or (d) upon termination in accordance with the termination provisions set forth herein.

3. This License is subject to all other easements, rights-of-way and other property interests of record on the Property.

4. The Licensor reserves the right to grant further interests in the Property so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Property and benefits of this Agreement by the Licensee, its successors and permitted assigns, as described herein, such determination to be made by the Licensor in its reasonable discretion.

5. The Licensor licenses the Property to the Licensees in its present condition, as is, without warranty or representation.

6. The Licensee shall obtain all necessary licenses, permits, and approvals prior to constructing the Improvements.

7. The Licensee covenants and agrees to at all times maintain and operate the Property and any and all Improvements therein or thereon in good repair at the expense of the

Licensee. The Licensee shall comply with all the fire and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the safety, cleanliness, occupancy, and preservation of the Property during the term of this Agreement.

8. The Licensee, at its sole cost and expense, shall restore the surface of the Property and repair any and all damage to District property and other installations of the Licensor or third parties that are disturbed, disrupted or damaged, including but not limited to all softscapes, landscaping, hardscapes, and sidewalks, roads, curbs, and gutters, by either (1) Licensee or its employees or third parties authorized by Licensee, or (2) the discharge of storm or other water pursuant to this License. Failure to do so after ten (10) days' notice to the Licensee shall, without more, grant to the Licensor, in addition to such other remedies as the Licensor may have available hereunder or under law, the right to engage in "self-help" actions to accomplish the restoration or repair required.

9. In the event the Licensor is required to enter the Property to repair or maintain the Property and/or any Improvements therein or thereon in order to protect the integrity of the Property, any adjacent or surrounding property, and/or any Improvements thereon, the Licensee shall be liable to the Licensor for all such costs incurred by or on behalf of the Licensor.

10. The Licensee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation, maintenance, repair, and use of the Improvements. It is specifically agreed between and among the parties that, except as provided in this License, the Licensor shall not take any action which would impair the lateral or subjacent support for the Improvements.

11. The Licensee further covenants and agrees it shall utilize the Property for the purposes set forth herein and for no other purpose and shall not use the Property or permit it to be used for purposes prohibited by applicable federal, state, or local laws.

12. The Licensor and its duly authorized representatives, employees, and agents have the right to enter upon the Property at any time for the purpose of inspecting the Property, making surveys and to do such other acts and things as it deems necessary for the protection of its interest therein, provided such entry and activities do not interfere with the rights granted to the Licensee hereunder.

13. The Licensee shall keep all of the Property and every part thereof free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or supplies used or furnished for or in connection with any operations of the Licensee, any alteration which the Licensee may make or permit or cause to be made, or any work or construction by, for, or permitted by the Licensee on or about the Property, or any obligations of any kind incurred by the Licensee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify the Licensor and all of the Property against all such liens and claims of liens and suits or other proceedings pertaining thereto.

14. The Licensee shall indemnify, defend and hold harmless the Licensor and each of

its directors, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the discharge, pooling, ponding, freezing or any other potentially hazardous conditions created as result of storm and other water draining into or onto any District property, including, but not limited to, into Market Street, pursuant to this License and from the intentional or negligent acts or omissions of the Licensee or any of its subcontractors, agents or employees or employees, or the agents or employees of any subcontractors, in connection with this Agreement or the License provided hereunder or which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes, as amended from time to time. Provided, however, that the Licensee shall not be liable for any claim, loss, damage, injury or liability arising out of negligence of the Indemnitees. The obligations of this Section shall survive termination or expiration of this Agreement.

15. The Licensee shall secure and maintain for the term of this Agreement adequate statutory workers' compensation insurance coverage, comprehensive general liability insurance and excess liability coverage, from companies licensed in the State of Colorado, as will protect itself and the Indemnitees from claims for bodily injuries, death, personal injury or property damage which may arise out of or result from the Licensee's acts, errors or omissions. Such insurance coverage shall be acceptable to the Licensor in its sole discretion. To provide evidence of the required insurance coverage copies of certificates of insurance shall be furnished to the Licensor.

16. If the Licensee is in default of any of the provision hereof, the Licensor shall provide written notice of said default to the Licensee. The Licensee shall have thirty (30) days to cure the default unless otherwise agreed to by the parties. If the Licensee fails to cure the default within the time period provided, the Licensor shall be entitled to immediately terminate the License and may enter into the Property, or any part thereof, either with or without process of law, to terminate the interest of the Licensee or of any other person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, and the Property may be utilized by the Licensor at the Licensor's discretion.

17. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Douglas County District Court.

19. This Agreement may not be assigned by the Licensee without the prior written

consent of the Licensor, which consent shall not be unreasonably withheld if the assignee is capable of performing the duties and responsibilities of the assigning party.

20. This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

21. Nothing herein or any actions taken by the Licensor pursuant to this Agreement shall be deemed a waiver of the Licensor's sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes, as amended from time to time.

22. This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

LICENSOR:
LINCOLN PARK METROPOLITAN DISTRICT

Mason D. Mistrot
By: Mason D. Mistrot
Its: Vice President

ATTEST:

C. L. Joffe

STATE OF Colorado)
COUNTY OF Arapahoe) ss.

The foregoing Easement Agreement was acknowledged before me this 25th day of October, 2017, by Mason Mistrot as President and by Alex Joffe as Secretary/Treasurer of Lincoln Park Metropolitan District.

WITNESS my hand and official seal.

My commission expires:

7/28/2019
Sandra L. Brandenburg
Notary Public

(SEAL)

SANDRA L. BRANDENBURGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034024917
MY COMMISSION EXPIRES 7/28/2019

LICENSEE:

THE HIGHLANDS AT STONEGATE NORTH
CONDOMINIUM ASSOCIATION

Sherril Rosselot
By: Sherril Rosselot
Its: President

ATTEST:

Ryan Gorsuch

STATE OF Colorado)
COUNTY OF Arapahoe) ss.

The foregoing Easement Agreement was acknowledged before me this 6th day of October, 2017, by Sherril Rosselot as President and by Ryan Gorsuch as Secretary of The Highlands at Stonegate North Condominium Association.

WITNESS my hand and official seal.

My commission expires:

1/12/2020
Stephanie Fuentes
Notary Public

(SEAL)

Stephanie Fuentes
Notary Public
State of Colorado
Notary ID: 20034042448
My Commission Expires January 12, 2020

EXHIBIT A

Description of the Property

That portion of Tract A, Stonegate Filing 20, 1st Amendment, depicted in the attached Exhibit A-1.

EXHIBIT B

The Improvements

