

LICENSE

EXHIBIT

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THIS LICENSE, made and entered into this 2nd day of November, 1993 by and between the BOARD OF COUNTY COMMISSIONERS, Douglas County, Colorado, hereinafter referred to as "COUNTY", AND PARK MEADOWS METROPOLITAN DISTRICT

whose address is 6200 South Syracuse Way, Greenwood Village, CO 80116-4738

hereinafter referred to as "LICENSEE".

1. PROPERTY LICENSED. The property licensed for use hereby pursuant to the terms of this License is described as follows (as used herein "property licensed" includes the land and any improvements thereon):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The property licensed for use is subject to all easements and rights-of-way of record.

2. UTILITIES. LICENSEE covenants and agrees to pay all charges for water, electric power and other utilities assessed, levied or incurred on the property licensed during the term of this license or any renewal thereof.

3. MAINTENANCE, REPAIR AND ALTERATIONS. LICENSEE covenants and agrees not to make or permit to be made any alterations in, or additions to, the property licensed without the prior written consent of the ENGINEER and to keep the property licensed, and all improvements thereon including, plumbing, wiring, and fencing, if appropriate, in good repair at the expense of the LICENSEE; to properly irrigate and care for all trees, shrubbery and the lawn upon or about the property licensed; to keep the property licensed free from litter, dirt, debris and obstruction; and to surrender and deliver the property licensed in good order and condition upon the expiration or termination of this License, ordinary wear and tear and loss by fire, flood, or Act of God excepted.

4. USE. The LICENSEE covenants and agrees that it shall utilize the property licensed for LANDSCAPING and for no other purpose and not to use the property licensed or permit it to be used for purposes prohibited by the laws of the applicable United States, State of Colorado, or any political subdivisions, thereof.

5. RE-ENTRY. The LICENSEE covenants and agrees to permit the COUNTY or its duly authorized representatives to enter upon the property licensed, at any reasonable hour of the day, for the purpose of inspecting the same, making surveys, showing the property licensed to prospective licensees and to do such other acts and things as it deems necessary for the protection of its interest therein.

6. NOTICE. Any notice required under this License shall be in writing and mailed by certified mail to the respective parties at the address hereinabove given. The COUNTY ENGINEER shall be the representative of the COUNTY to accept or give any approval, notice or the like provided for hereunder. In the event LICENSEE should change the address hereinabove given during the term of this License, LICENSEE shall notify the COUNTY in writing of such change of address.

7. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the property licensed and no water or water rights are granted by this License.

8. SUCCESSORS AND ASSIGNS. This License shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

9. ASSIGNMENT OR SUB-LEASE. LICENSEE covenants and agrees not to assign this License or to sublet any part of the property licensed without first obtaining the written consent of the COUNTY.

10. PROPERTY LICENSED TAKEN "AS IS". The LICENSEE understands and agrees that the property licensed is licensed "as is". The COUNTY makes no warranty, written or implied, that the property licensed is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the property licensed.

11. **LIABILITY AND INDEMNIFICATION.** The COUNTY shall not be liable for any loss, injury, death, or damage to any person or personal property which may arise from the use or condition of the property licensed (including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, theft, burst pipes or plumbing failures) during the term of this license or any renewal thereof. The LICENSEE hereby expressly agrees, to the extent permitted by law, to defend, indemnify and hold harmless the COUNTY, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney's fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of LICENSEE'S negligent use of the property licensed or LICENSEE'S failure to fulfill the terms and conditions of this License.

12. **RESERVATION FOR BOARD USE.** This License is made under and conformable to the provisions of all Douglas County regulations insofar as applicable. Said provisions are incorporated herein and made a part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in this License. The COUNTY reserves the right to make full use of the property licensed as may be necessary or convenient in the operation of the public streets, drainage infrastructure, or drainageways under the control of the COUNTY and the COUNTY retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the property licensed at any time and in such a manner as it deems necessary or convenient.

13. **TERMINATION.**

a. This License Agreement may be terminated by the COUNTY at any time upon 30 days written notice to LICENSEE.

b. If default shall be made in any of the covenants or agreements herein contained to be kept by the LICENSEE, it shall be lawful for the COUNTY to enter into the said property licensed, 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, without being liable to prosecution or to damages therefor, and the said property licensed again to repossess and enjoy, as in the first and former estate of the COUNTY. If at any time the License shall be terminated as aforesaid, or by any other means, the LICENSEE agrees to surrender and deliver up said property licensed peaceably to the COUNTY immediately upon the termination, and if the LICENSEE shall remain in possession after termination, the LICENSEE shall be deemed guilty of a forcible detainer of said property licensed, and waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

14. **VENUE.** For the resolution of any dispute arising hereunder, venue shall be in the courts of Douglas County, State of Colorado.

15. **SPECIAL PROVISIONS.**

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

The parties hereto mutually agree to all the terms and provisions herein contained.

Executed on the day and year above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

BY: *Michael Cooke*
JAMES R. SULLIVAN
Chairman

ACTING

DATE: 11-2-93

APPROVED AS TO CONTENT:

M. Maag
MICHAEL D. MAAG
County Manager

DATE: 10/28/93

APPROVED AS TO FORM:

J. Mark Hannen
J. MARK HANNEN
County Attorney

DATE: 10/28/93

LICENSEE:

By: *Thomas H. Bradbury*

TITLE: Treasurer - Park Meadows Metropolitan District

DATE: 9/27/93

ATTEST:

Thomas H. Monson

TITLE: Secretary - Park Meadows Metropolitan District

DATE: 9/27/93

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was subscribed and sworn to before me this 27th day of September, 1993, by Thomas H. Bradbury as Treasurer and Thomas Monson as Secretary of the Park Meadows Metropolitan District.

Witness my hand and official seal.

My Commission Expires: 3/25/95

Elizabeth A. Blair
Notary Public

PARK MEADOWS METROPOLITAN DISTRICT

LICENSEE shall maintain the landscaping and irrigation lines (1) in the median islands in Lone Tree Parkway and Timberline Road within the Lone Tree Planned Development; (2) the landscaping feature on the south side of Lone Tree Parkway at Yosemite; (3) the landscaping features on both sides of Timberline Rd. at the western perimeter of The Lone Tree Development; (4) the landscaping feature at the northwest corner of Timberline Rd. and Lone Tree Parkway; and (5) the landscaping features on both sides of Lone Tree Parkway at Lincoln Ave.

LICENSEE shall also maintain the landscaping along the Lincoln Ave. and Lone Tree Pkwy. frontage of the proposed Church Site at that street intersection. This frontage is located between the street curb and the right-of-way line. This maintainance responsibility shall be given to the Church Site owners when this site is developed.

LICENSEE shall also maintain the irrigation lines in the south right-of-way frontage of Lone Tree Parkway and the west right-of-way frontage of Timberline Road within the Lone Tree Planned Development (these irrigation lines supply irrigation water to the roadway medians, and are located behind the curb in the public right-of-way).

PARK MEADOWS METROPOLITAN DISTRICT

LICENSEE shall also maintain the landscaping along Timberline Road and Lone Tree Pkwy. frontage of the Lonetree Filing #3 Subdivision (otherwise known as "The Vista At Lonetree") at that street intersection. This frontage is located between the street curb and the right-of-way line, but does not include the landscaping feature located at the northwest corner of the intersection of Timberline Rd. and Lone Tree Pkwy.. This maintainance- responsibility shall be given to the Filing #3 (otherwise known as "The Vista") Home Owners Association when the landscaping is completed.

EXHIBIT "A"

PARK MEADOWS METROPOLITAN DISTRICT

