

LICENSE AGREEMENT

_____, a _____ (“Elevation”), and Providence Heights, LLLP, a Colorado limited liability limited partnership (“PATH” and, together with Elevation, the “Parties”), make this License Agreement (this “Agreement”) effective as of _____, 2018.

RECITALS

- A. The Parties are owners of contiguous parcels of real estate located in the City of Aurora, Colorado.
- B. Elevation is the owner of real estate located at _____, as further described in Exhibit A, attached hereto (the “Elevation Parcel”).
- C. PATH is the owner of real estate located at 15602 E. Alameda Parkway, Aurora, Colorado, as further described in Exhibit B, attached hereto (the “PATH Parcel”).
- D. The Elevation Parcel includes _____ parking spaces, and Elevation desires to provide the PATH Parties (as defined below), access and use of 24 of those spaces (the “Shared Spaces”), as depicted on Exhibit C, attached hereto.
- E. The PATH Parcel has physical access to Alameda Parkway via an existing paved surface running through the Elevation Parcel (the “Shared Roadway” and, together with the Shared Spaces, the “License Area”), as depicted on Exhibit C, attached hereto, and Elevation desires to provide the PATH Parties (as defined below), access and use of the Shared Roadway.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

- 1. **GRANT OF LICENSE BY Elevation.** Elevation hereby grants to PATH, and its respective tenants, occupants, invitees, permittees, licensees, contractors, successors and assigns, including its lenders in the case of foreclosure or by deed in lieu of foreclosure (collectively the “PATH Parties”), for the benefit of the PATH Parcel a non-exclusive use license over and upon the Shared Roadway and a non-exclusive use license for the Shared Spaces (the “License”).
- 2. **LICENSE PURPOSE.** Elevation is granting the License solely for ingress, egress, the parking of vehicles, and for other vehicular purposes.
- 3. **LICENSE TERMS AND CONDITIONS.** During the term of the License, the License shall be subject to the following terms and conditions:
 - (a) Except with the prior written approval of the other party, neither of the Parties will erect any fences or other structures over, under, on, through,

across, or within the License Area, nor will either of the Parties cause or permit any obstruction or planting to be placed over, under, on, through, across or within the License Area which will in any manner materially interfere with the rights set forth in this Agreement.

- (b) The Parties will have the right of use, enjoyment and access to the License Area and will have the rights of ingress and egress reasonably necessary for the use and enjoyment of the License.
 - (c) The Parties and their respective successors and assigns, shall maintain the License Area in a commercially reasonable manner and each of the Parties shall maintain their respective portion of the License Area at their own expense.
4. **TERM.** This Agreement and the rights under it shall have a perpetual duration unless terminated by the mutual decision of the Parties or their respective successors and assigns.
 5. **JURISDICTION.** This Agreement shall be construed and governed by the laws of the State of Colorado.
 6. **NO RECORDING.** Neither this Agreement nor any memorandum or notice thereof shall be recorded without the prior written consent of the parties, which consent may be withheld in either party's sole and absolute discretion.
 7. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date first above written.

_____, a

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date first above written.

PROVIDENCE HEIGHTS, LLLP,
a Colorado limited liability limited
partnership

By: Providence Residences LLC, a
Colorado limited liability company, its
General Partner

By: Second Chance Center, Inc., a
Colorado nonprofit corporation, its
Manager

By: _____
Hassan Latif
Executive Director

EXHIBIT A

Legal Description of Elevation Parcel

EXHIBIT B

Legal Description of PATH Parcel

EXHIBIT C
Depiction of License Area
(attached)

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