

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 15600 E. Alameda Parkway, attached hereto (the “Elevation Parcel”).
- C. PATH is the owner of real estate located at 15602 E. Alameda Parkway, Aurora, Colorado, attached hereto (the “PATH Parcel”).
- D. The Elevation Parcel includes 147 parking spaces, and Elevation desires to provide the PATH Parties (as defined below), access and use of 40 of those spaces (the “Shared Spaces”), as depicted on Exhibit A, attached hereto.
- E. The PATH parcel includes 35 parking spaces, and PATH desires to provide the Elevation Parties (as defined below), access and use of 2 of those spaces (the “Shared Spaces”), as depicted on Exhibit A, attached hereto.
- F. In addition, 10 parking stalls occupy portions of both parcels and shall be available for use to both PATH and Elevation Parcels, as depicted in Exhibit A, attached hereto. Recitals E, F, and G shall constitute a total of 52 shared parking stalls between PATH Parties and Elevation Parties.
- G. In addition, Elevation desires to provide the PATH Parties (as defined below), exclusive access and use of 9 parking spaces and the Trash Enclosure that fully encroach on the Elevation Parcel (the “PATH Spaces”), as depicted on Exhibit A, attached hereto.
- H. 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 A, 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:

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

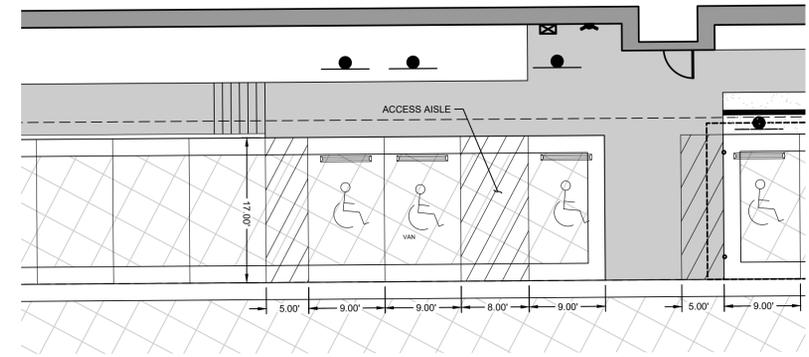
EXHIBIT A
Depiction of License Area
(attached)

15393783v1

**PROVIDENCE AT THE HEIGHTS
SUBDIVISION FILING NO. 1
SITE PLAN - WITH WAIVERS**
SITE PLAN

NO.	DATE	REMARKS
1	05/31/2018	SP-02
2	10/10/2018	TECHNICAL CORRECTIONS

JOB NO.:	DCS17-4101
PA / PM:	TLS
DRAWN BY:	SAB
DATE:	03/22/2018

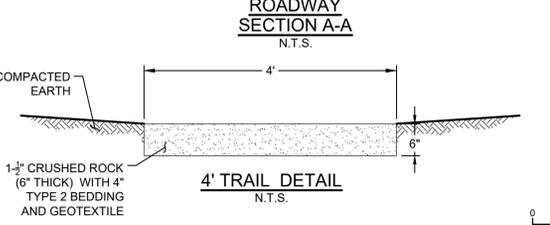
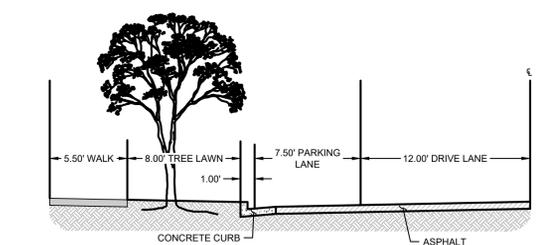
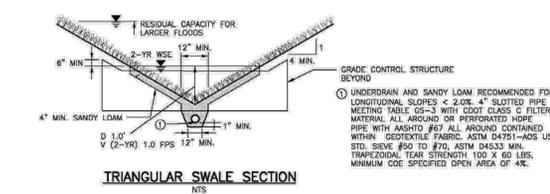


LEGEND:

- PROPERTY LINE
- EXISTING CURB & GUTTER
- PROPOSED CATCH CURB & GUTTER
- PROPOSED HANDICAP PARKING
- PROPOSED SAWCUT
- PROPOSED SIDEWALK
- PROPOSED CRUSHER FINES PATH
- PROPOSED COLORED CONCRETE
- PROPOSED ASPHALT
- SHARED PARKING (RECITAL D)
- APARTMENTS PARKING
- CHURCH PARKING

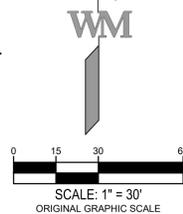
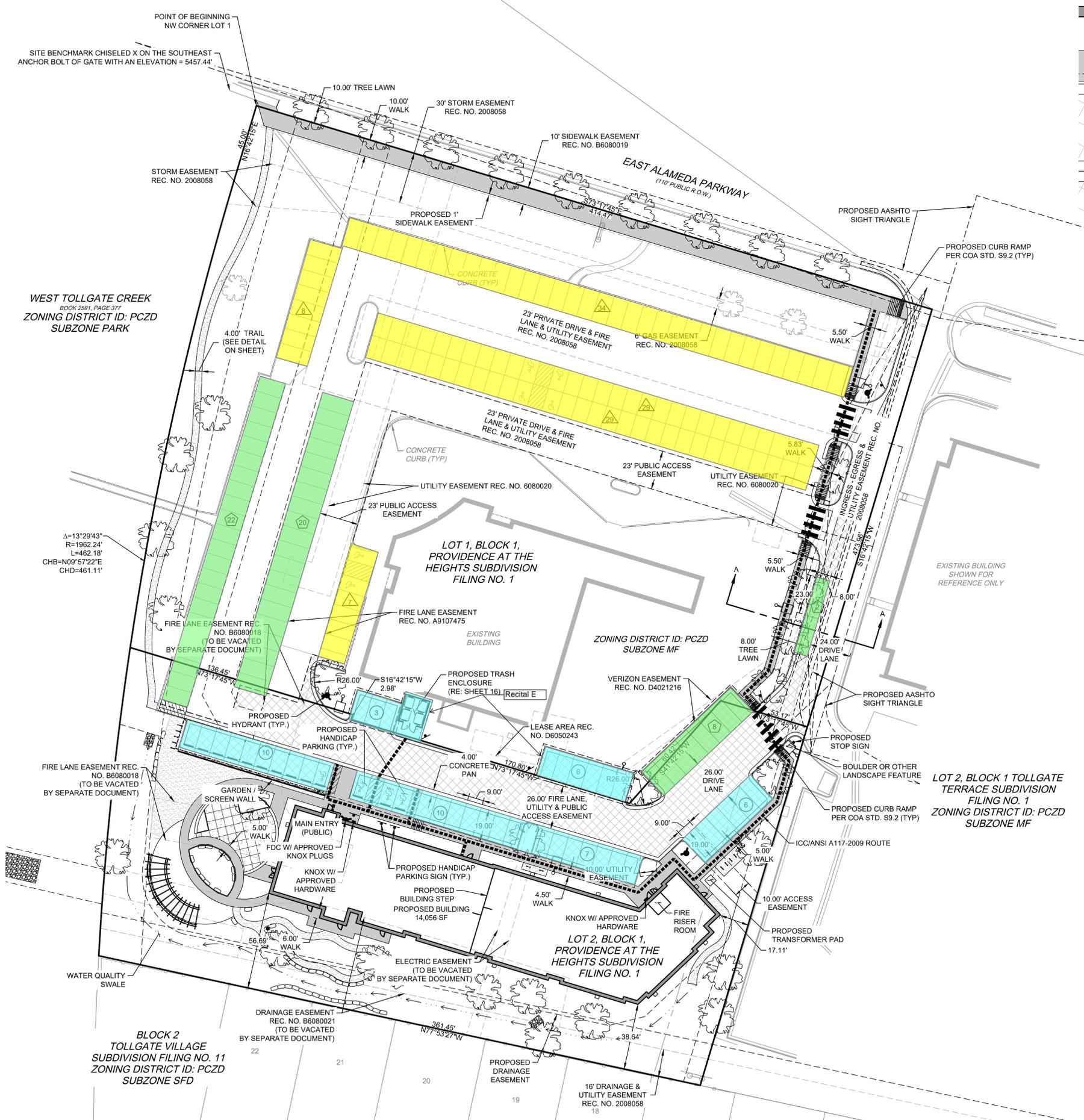
NOTES:

- ALL DIMENSIONS ARE TO FLOWLINE AND BUILDING FACE UNLESS OTHERWISE NOTED.
- ALL HANDICAP RAMPS SHALL BE CONSTRUCTED WITH DETECTIBLE WARNING PADS. REFERENCE AURORA STD DETAIL S9.5.
- CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES FROM PLANS.
- CONTRACTOR SHALL REMOVE AND REPLACE DAMAGED CURB, GUTTER, PAVING, AND LANDSCAPED AREAS OUTSIDE THE LIMITS OF SITE AND RESTORE BACK TO ITS ORIGINAL CONDITION.
- PAYMENT THICKNESS PER GEOTECH REPORT.
- ALL ENTRANCES ARE PRIVATE UNLESS OTHERWISE NOTED.
- ALL PROPOSED LANDSCAPING WITHIN THE SITE TRIANGLE SHALL BE IN COMPLIANCE WITH COA ROADWAY SPECIFICATIONS, SECTION 4.04.2.10.



RESERVED PARKING

R7-8	52
12"X18"	42
R7-201A	107
Parking Stalls Provided	201



NOT FOR CONSTRUCTION