

TEMPORARY LICENSE AGREEMENT FOR ACCESS THROUGH MSMD PROPERTY

THIS TEMPORARY LICENSE AGREEMENT is entered into as of the _____ day of _____, 20____, by the MERIDIAN SERVICE METROPOLITAN DISTRICT (the "District") and _____ ("Adjacent Property Owner") together referred to herein as the "Parties."

RECITALS:

- A. The District is the owner of certain real property generally shown on **Exhibit A** attached hereto and incorporated herein by this reference. A portion of this property is identified on **Exhibit A** as "Licensed Area."
- B. The Adjacent Owners are the owners of a parcel of property with an address of _____, Peyton, CO 80831 (as shown on **Exhibit A**) that abuts the Licensed Area.
- C. The Adjacent Owners desire to temporarily enter and use the Licensed Area for purposes as more specifically defined and limited below.
- D. The District is willing to grant the Adjacent Property Owners a temporary license for the defined and limited purposes set forth below within the Licensed Area subject to the limitations contained herein.

FOR AND IN CONSIDERATION OF the mutual promises and covenants contained herein, the Parties agree as follows:

1. Grant of License

The District hereby grants to the Adjacent Property Owners a nonexclusive temporary license over and across the Licensed Area, as shown on the attached **Exhibit A**, for the purposes and subject to the restrictions set forth herein.

2. Limitations on Use of the Licensed Area

- a. Use of the Licensed Area shall be subject to the following conditions:
 - i. Prior to starting work, Adjacent Property Owner shall obtain any and all necessary approvals from the Meridian Ranch Design Review Committee (DRC) and any applicable Homeowners Association.*
 - ii. Access limited to the Licensed Area (See Exhibit A)

iii. Access limited to purpose

of: _____

iv. Use plywood on native grass for equipment and personal access to reduce compaction of soils and damage to grass

v. Prior to starting work, Adjacent Property Owners to obtain County permit for work in public right of way if required by County

vi. Implement County required traffic control for equipment in public right of way

vii. Use temporary lumber ramps at curb; remove when not in use to avoid impeding storm flows in gutter

viii. Prior to beginning work, call 811 for underground utility location

ix. Prior to beginning work, install temporary orange fencing to mark limits of Licensed Area

x. Take any necessary action to protect existing utilities in the area including but not limited to underground and above ground District landscape irrigation systems, cable, electric

xi. Repair or restore to prior condition or better the improvements in the Licensed Area (landscaping, irrigation, property boundary fence, etc.).

xii. Prior to beginning work post with the District a security deposit in the amount of \$1,000.00 in the form of a cashier's check or money order. The deposit will be returned after the work is completed and any damage to District facilities or equipment is repaired to the District's satisfaction.

xiii. _____

xiv. _____

b. This Temporary License is not exclusive. The District reserves the right to make or permit such use of the Licensed Area as is not incompatible with the uses permitted to the Adjacent Property Owner.

- c. Upon termination of this Temporary License for any reason, any and all improvements made by the Adjacent Property Owner within the Licensed Area shall become and remain the property of the District.
- d. The Adjacent Property Owner use of the Licensed Area shall always and continuously be in compliance with all applicable federal, state and local rules and regulations.
- e. The Adjacent Property Owner shall be solely responsible to obtain and maintain any and all governmental permits that may be required for the work for which this Temporary License is necessary

3. No Prescriptive Rights Granted

The Adjacent Property Owner acknowledges that the District's grant of this Temporary License does not grant any prescriptive rights in the Licensed Area.

4. Indemnification

The Adjacent Property Owner, for themselves, their agents, successors-in-interest and assigns, hereby indemnify and hold the District harmless from and against any and all claims for injury or damage, including costs and attorney fees, arising out of the Adjacent Property Owner's use and occupation of the Licensed Area.

5. Term of License; Revocation

This Temporary License shall be in force and effect from the date first set forth above until _____, 20____, or through the end of any extension of this Temporary License granted by the District by written amendment to this Temporary License, or until the aforementioned installation has been completed, whichever occurs first.

6. Communications

Communications from the Adjacent Property Owner in connection with the use and exercise of the Temporary License shall be directed to:

General Manager
Meridian Service Metropolitan District
11886 Stapleton Drive
Falcon, CO 80831
Phone 719.495.6567
Email admin@meridianservice.org

7. Severability; Enforceability; Validity

If any term, covenant, condition or provision of this Temporary License or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Temporary License or the application for such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the fullest extent provided by law.

8. Binding Effect

This Temporary License shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors, and assigns.

9. Entire Agreement

This Temporary License contains the entire agreement of the Parties concerning the subject matter hereof. Any modifications, amendments, extensions, or addendums shall only be effective upon mutual written agreement of the parties.

IN WITNESS WHEREOF, the District and the Adjacent Property Owner have executed this instrument as of the day and year first above appearing.

MERIDIAN SERVICE METROPOLITAN DISTRICT

MSMD Signature

ADJACENT PROPERTY OWNERS

Printed
Name(s): _____

Address: _____

Email Address: _____

Mobile Phone(s): _____

Homeowner Signatures:

EXHIBIT A

LICENSED AREA

[Attach or insert below aerial photos, ground level photos, maps as necessary to describe the District owned property, Licensed Area, and adjacent property]