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.

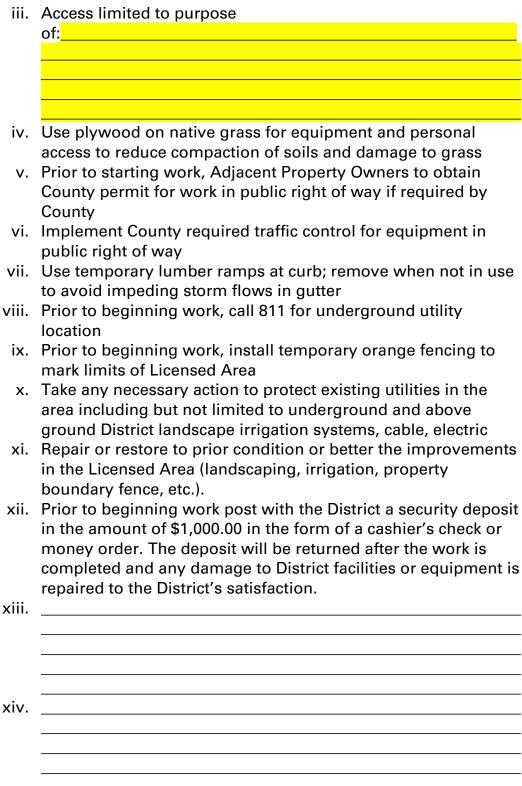
FOR AND IN CONSIDERATION OF the mutual promises and covenants contained herein, the Parties agree as follows:

1. <u>Grant of License</u>

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. <u>Limitations on Use of the Licensed Area</u>

- 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)



This Temporary License is not exclusive. The District reserves the b. 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-ininterest 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. <u>Term of License; Revocation</u>

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. <u>Communications</u>

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 <u>admin@meridianservice.org</u>

7. <u>Severability; Enforceability; Validity</u>

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. <u>Binding Effect</u>

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. <u>Entire Agreement</u>

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:	

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]