

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 12th day of February, 2018, by and between BLH No. 2, LLC, a Colorado limited liability company ("Licensor"), and Lorson, LLC, a Colorado limited liability company ("Licensee").

RECITALS

1. Licensee shall be constructing certain earthwork ("Improvements") on its property known as Lorson Ranch which abuts Licensor's property known as Banning Lewis Ranch.

2. Licensee desires to obtain a temporary license in connection with the construction of the Improvements upon the terms and conditions set forth hereinafter to allow its employees, agents, representatives and subcontractors to:

- (i) Commence and finalize grading on the Lorson Ranch property while also encroaching the Banning Lewis Ranch property. Such grading will occur in two separate areas depicted in Exhibits A & B.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the parties hereto agree as follows:

1. Grant of License. Subject to the terms and conditions set forth herein, Licensor grants to Licensee a temporary, non-exclusive license to enter upon, occupy and use the License Area (but no other part of Licensor's Property) for the purpose of allowing Licensee, its employees, agents, representatives and subcontractors to undertake the following activities (collectively, "Authorized Activities") in connection with the construction of the Improvements:

- (i) Install and maintain all necessary BMPs as required by stormwater discharge permit requirements associated with the transport and deposit of fill, including, but not limited to silt fence and wattle.
- (ii) Commence all necessary construction activities in the regular course of business to properly grade the two areas within

Lorson Ranch.

2. Term. This license shall terminate upon the following events:

A. Sixty (60) days from the commencement of construction of the Improvements.

B. Licensee's re-seeding and stabilization of the Banning Lewis Ranch property.

3. Compliance with Governmental Requirements. As a condition for the exercise of the license herein granted, Licensee shall undertake all safety precautions and other requirements in accordance with applicable local, state and federal laws, rules, regulations and directives, including, but not limited to, the following:

A. All State and jurisdictional storm water measures.

B. The obligation to obtain all required permits, including, but not limited to, any construction stormwater permits and any permits required under the Clean Water Act.

C. The obligation to comply with all environmental laws, including the clean-up of any accidental or intentional discharges or spills of diesel fuel, oils or other hazardous or toxic waste upon the License Area.

4. Area of Activities. The Authorized Activities shall occur only upon the area referenced as BLR Grading Easement in Exhibit A and up to 20 feet within the Banning Lewis property referenced on the Fontaine Boulevard Bridge and Channel Design plan referenced on Exhibit B. Licensee acknowledges that any use by Licensee or anyone acting by or under its authority of any part of Licensor's Property other than the License Area as designated herein shall constitute a violation of this Agreement and shall result in the termination of this Agreement.

5. License Non-Exclusive. This license is not exclusive to Licensee, and Licensee shall have the privilege hereunder only of occupying and using the License Area for the Authorized Activities. Licensor, its employees, agents and independent contractors shall have the right to enter upon the License Area for all purposes which it determines to be reasonably necessary in connection with its ownership of the License Area.

6. Release. Licensee hereby releases Licensor, its managers, members, directors, officers, shareholders, agents and employees from any and all claims, demands, actions, suits and proceedings which Licensee may have at any time in the future arising out of, or as a result of, or in connection with the use of the License Area for the

Authorized Activities by Licensee, its managers, members, directors, officers, shareholders, agents, employees, representatives and subcontractors (collectively, "Licensee Group"). Licensee further releases the Licensor from any and all claims, demands, actions, suits and proceedings which Licensee may have at any time in the future arising out of, or as a result of, or in connection with the Authorized Activities upon the License Area by any members of the Licensee Group, including, by example and not by limitation, claims based upon property damage, personal injury and/or accidents occurring upon the License Area.

7. Obligation to Indemnify. Licensee agrees to indemnify, defend, reimburse and hold harmless the Licensor against any and all liability which may result from the use of the license hereby granted to Licensee. This obligation to indemnify shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings and shall extend to the payment and discharge of any fines or judgments entered against the Licensor, or any of them, made in settlement of any claim, provided that Licensee shall have approved such settlement.

8. License Not Assignable. Licensee's privileges hereunder are personal in nature and shall not be assignable by Licensee in whole or in part.

9. No Relationship. It is understood and agreed that no agency, employment or partnership is hereby created by the parties. It is agreed that Licensee will not make any representations which would create apparent agency, employment or partnership and Licensee shall not have any authority to act for Licensor in any manner to create any obligations or debts which would be binding upon Licensor or the License Area. Licensor shall not be responsible for any act or omission of Licensee, its employees, agents, representatives or subcontractors.

10. Attorneys' Fees. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this license or the breach hereof, the prevailing party shall recover reasonable expenses, attorneys' fees and costs.

11. Notices. Any notice or other communication given by either of the parties hereto to the other relating to this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified below; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given at the address specified below; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below; or (iv) on the date and at the time shown on the facsimile if telecopied to the number specified below and receipt of such telecopy is acknowledged:

If to Licensor, to:

BLH No. 2, LLC
Attention: David Jenkins & Bobby Ingels
111 S. Tejon Street, Suite 222
Colorado Springs, CO 80903
Telephone: 719-593-2600
Facsimile: 719-633-0545

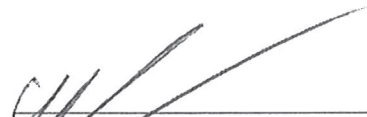
If to Licensee, to:

Lorson, LLC
Attention: Jeff Mark
212 N. Wahsatch Ave., Suite 301
Colorado Springs, CO 80903
Telephone: 719-635-3200
Facsimile: 719-635-3244

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

BLH, No. 2, LLC

Lorson, LLC

By: 

David Jenkins
As: _____

By: 

Print Name: Jeff Mark
Print Title: Authorized Signing Agent

"Licensor"

"Licensee"



CIVIL CONSULTANTS, INC.

20 Boulder Crescent, STE 110
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

Exhibit A

**GRADING EASEMENT
BANNING LEWIS RANCH PROPERTY**

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, AND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M. EL PASO COUNTY, COLORADO. THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER (NE1/4) BEING MONUMENTED WITH A 3-1/4" ALUMINUM CAP STAMPED "LS 16109", FROM WHICH THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE1/4) BEING MONUMENTED WITH A 2-1/2" O.D. IRON PIPE WITH 3" GALVANIZED CAP STAMPED "E 1/4 14", BEARS N 89°42'02" E, A DISTANCE OF 2,655.81 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 14;

THENCE S89°42'00"W, A DISTANCE OF 2646.10 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15 AND THE POINT OF BEGINNING.

THENCE S 89°28'27" W ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 A DISTANCE OF 496.97 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD ;

THENCE ALONG SAID RIGHT-OF-WAY LINE ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1705.00 FEET, A CENTRAL ANGLE OF 00° 50' 26", (THE CHORD OF WHICH BEARS N 01°23'34" E A DISTANCE OF 25.01 FEET), AN ARC DISTANCE OF 25.01 FEET ;

THENCE N 89°28'27" E A DISTANCE OF 496.25 FEET TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 14;

THENCE N 89°42'00" E A DISTANCE OF 8.85 FEET ;

THENCE S 82°32'52" E A DISTANCE OF 185.34 FEET TO THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 14;

THENCE S 89°42'00" W ALONG THE SOUTHERLY LINE THEREOF 192.51 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 14,932 S.F. (0.343 ACRES MORE OR LESS).

PREPARED BY:

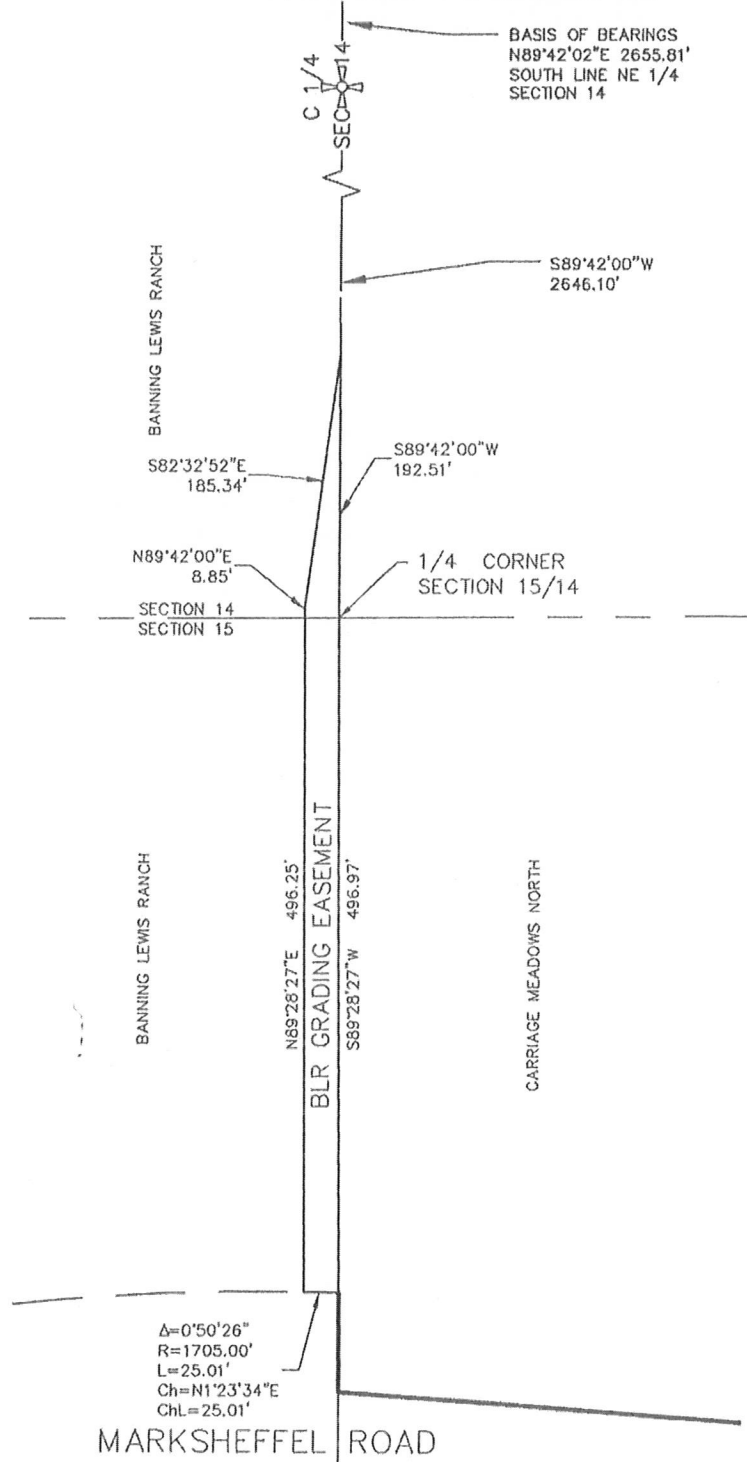
Vernon P. Taylor
VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903

10/12/17
DATE



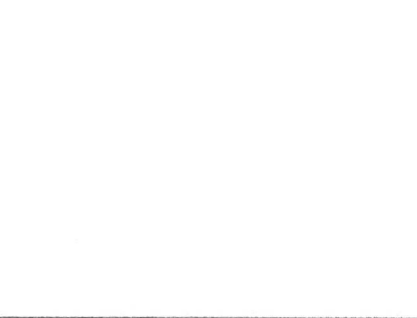
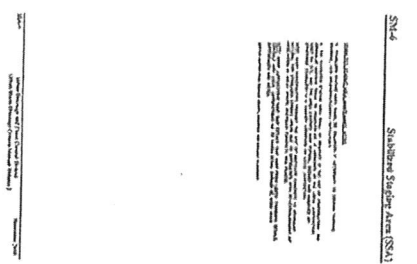
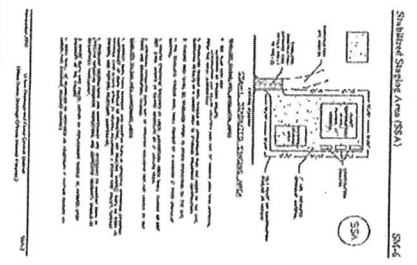
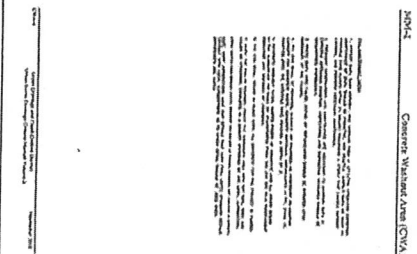
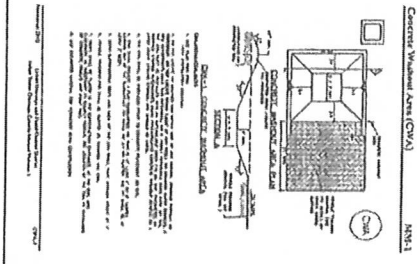
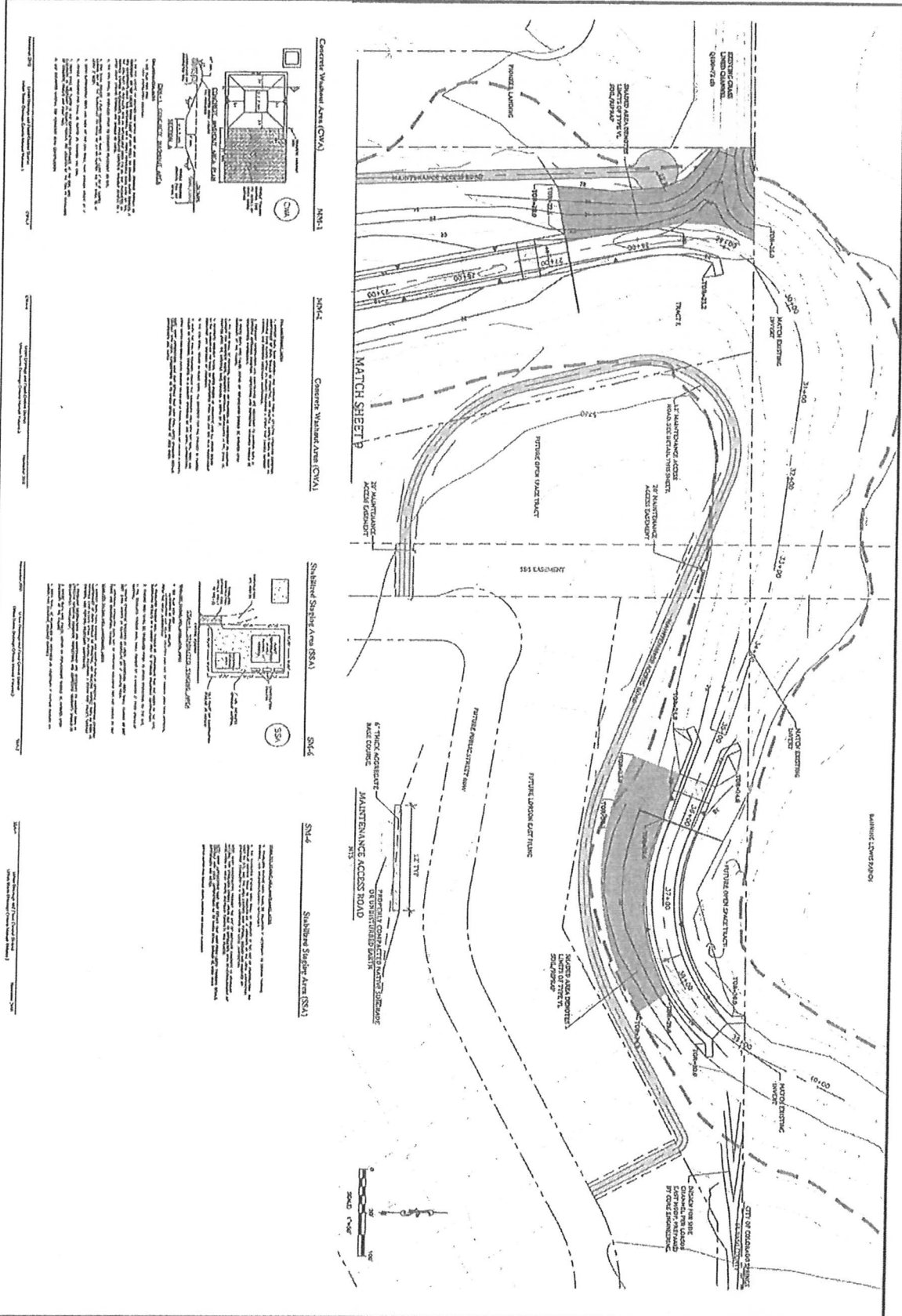
LEGAL DESCRIPTION SKETCH

FOR LEGAL DESCRIPTION CLARIFICATION ONLY



20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.555.5485

Exhibit B



Project No.	1001
Date	1/24/15
Scale	AS SHOWN
Drawn By	JK
Checked By	JK
Reviewed	

LORSON RANCH
FONTAINE BOULEVARD BRIDGE AND CHANNEL DESIGN
GRADING & EROSION CONTROL PLAN
EL PASO COUNTY, COLORADO

Kiowa
 Engineering Corporation

1604 South 21st Street
 Colorado Springs, Colorado 80904
 (719) 630-7342