

LICENSE AGREEMENT
REGARDING
RACE 1 WELL SITE

This LICENSE AGREEMENT (the "Agreement") is made and entered into to become effective as of the 14th day of October, 2009 by and among the PARKER JORDAN METROPOLITAN DISTRICT (the "District"), a quasi-municipal corporation and political subdivision of the State of Colorado and ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY (the "ACWWA"), a political subdivision of the State of Colorado; individually referred to herein as the "Party" and collectively referred to herein as the "Parties".

RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a) and Section 29-1-203, C.R.S., the Parties may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and the incurring of debt; and

WHEREAS, the District was organized pursuant to the Special District Act, §§32-1-101, *et seq.*, C.R.S., for the purpose of providing certain public improvements, facilities and services to and for the use and benefit of its taxpayers, residents and properties within the District; and

WHEREAS, pursuant to § 32-1-1001(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, ACWWA owns certain public improvements and real property, known as ACWWA's Race 1 Well Site (the "Property"); and

WHEREAS, the District wishes to place certain tangible personal property upon the Property, such improvements include a kiosk to post notices of the District (the "Improvements"), at the District's own risk; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions under which ACWWA will grant a license to the District for the placement and maintenance of the Improvements and the District will maintain the Improvements, as further outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. LICENSE. ACWWA hereby grants to the District a revocable license for the purpose of placing the Improvements on the Property, the right to use the Property located adjacent to the Improvements as necessary in order to install, use, maintain, repair, replace and remove the Improvements, (the "License"). This License is revocable at the sole discretion of ACWWA at any time. Upon revocation, the District shall remove the Improvements at no cost to ACWWA and return the Property to a condition similar to that existing immediately prior to the construction and installation of the Improvements, less normal wear and tear. ACWWA, in its sole discretion, may allow for the Improvements to remain on the Property upon revocation of the License, provided that the District is reasonably compensated. In the event that the Improvements are removed and the area is abandoned by the District, the License shall automatically terminate and the District shall return the Property to a condition similar to that existing immediately prior to the construction and installation of the Improvements, at no cost to ACWWA.

2. INSTALLATION AND MAINTENANCE OF IMPROVEMENTS. The District shall be solely responsible for all costs of installation, use, maintenance, repair, replacement and removal of the Improvements throughout the term of the License. The Parties hereby acknowledge that ACWWA shall not be responsible for any damage to the Improvements. The Parties acknowledge and agree that the Improvements were placed on the Property at the District's sole risk and in the District's sole discretion, and, as such, ACWWA shall not be responsible for any damage, financial or otherwise, in connection with the Improvements.

3. REMOVAL OF IMPROVEMENTS FROM PROPERTY. Upon the termination of the License, or this Agreement, the District shall arrange for the removal of the Improvements from the Property, shall pay all costs associated with the same and shall repair the Property back to a condition similar to that existing immediately prior to the installation of the Improvements at no cost to ACWWA. The District will provide the ACWWA with advance notice of the time and date of the removal of the Improvements.

4. USE OF PROPERTY. The District agrees that it shall utilize the Property solely for purposes associated with the Improvements and for no other purpose, and shall not use the Property or knowingly permit the Property to be used for purposes prohibited by the laws of the United States, State of Colorado, or any political subdivision thereof.

5. NOTICE. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to or delivered to any Party hereto, by the other Parties shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal services, upon receipt in the United States' mail, first-class postage prepaid, addressed as follows:

To the District:

Parker Jordan Metropolitan District
c/o RS Wells, LLC
8390 E. Crescent Parkway, Suite 500
Greenwood Village, Colorado 80111

With a copy to:

Dianne D. Miller
Miller Rosenbluth, LLC
700 17th Street, Suite 2200
Denver, Colorado 80202

To ACWWA:

Arapahoe County Water and Wastewater Authority
Attention: Manager
13031 East Caley Avenue
Centennial, Colorado 80111

With a copy to:

Grimshaw and Haring, P.C.
Attention: Rick Kron
1700 Lincoln Street, Suite 3800
Denver, Colorado 80203

Either Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Parties in the manner provided in this Paragraph.

6. ASSIGNMENT AND DELEGATION. Neither Party may assign its rights or delegate its duties or obligations under this Agreement, or parts hereof, without the prior express written consent of the other Party.

7. TERM OF AGREEMENT. This Agreement shall continue until the revocation of the License in ACWWA's sole discretion or until terminated by the mutual agreement of the Parties.

8. AMENDMENT AND MODIFICATION. This Agreement may be amended or modified only in a writing executed by the Parties.

9. BINDING EFFECT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties hereto.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties relating to the maintenance of the Property and the Improvements and the License and sets forth the rights, duties and obligations of each Party to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement, provided that the Parties both agree that the severed provision does not alter the intent and/or purpose of the Agreement. In the event of a severing of any provision of this Agreement, the District or ACWWA, may determine whether the License is thereby revoked or whether the License may be continued in a manner acceptable to the District or ACWWA without the severed provision.

12. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

13. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.


14. GOVERNMENTAL IMMUNITY. Nothing herein shall be construed as a waiver of the rights and privileges of the District or ACWWA pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

15. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.


[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective the day and year first written above.


PARKER JORDAN METROPOLITAN DISTRICT:


By: NORM SHELTON
Its: PRESIDENT


ATTEST:


By: DON L. [unclear]
Its: TREASURER


APPROVED AS TO FORM:


Miller Rosenbluth, LLC
General Counsel to District

ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY:


By: Gary Atkin
Its: General Manager

ATTEST:


By: Patricia A. Pratt
Its: Contract Administrator