

LICENSE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between the **CITY OF BROKEN ARROW, OKLAHOMA**, a municipal corporation, Party of the First Part (hereinafter referred to as "Licensor"), and **AUBURNDALE-HALIFAX BROKEN ARROW, LLC**, a Delaware limited liability company, Party of the Second Part, (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Licensee is the owner of the property located on the northeast corner of 9th Street and Hillside Drive which property is legally described on Exhibit "A" attached hereto (the "Property");

WHEREAS, Licensee desires to construct a vehicular entrance and to landscape, maintain and repair a entranceway on a portion of the Property located in the approximate location within the right-of-way described on Exhibit "B", attached hereto and incorporated herein (the "Entranceway"); and

WHEREAS, Licensor has agreed to allow Licensee to construct a vehicular entrance, landscape, maintain and repair the Entranceway so that the Licensor is relieved from normal maintenance and repair obligations pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, it is hereby agreed and covenanted by and between the parties hereto as follows:

1. Licensor does hereby grant a license to Licensee to construct a vehicular entrance, landscape, maintain and repair the Entranceway located within and upon City right-of-way known as East Reno Street in Broken Arrow, Oklahoma in the approximate area as shown on Exhibit "B" (the "License").

2. Said License shall be irrevocable except as provided herein. It is specifically understood and agreed that said License shall be subject to the right of the Licensor to construct, operate and maintain any public utilities and/or public facilities on said right-of-way. Further, this License shall be unconditionally revocable by the City upon City's determination that use by the Licensee of the right-of-way described herein interferes with the Licensor's use of the right-of-way as a public roadway or a utility easement. If such license is revoked by the City the City shall provide Licensee with equivalent vehicular access to and from the Property through the right-of-way described on Exhibit "A" to North Lynn Lane or North 9th Street.

3. Licensee shall bear, pay and discharge any and all obligation, costs, fees or expenses incurred or charged for the construction, repair, maintenance or replacement of all improvements comprising the Entranceway during the term of the License.

4. To the extent permitted by law, Licensee shall indemnify and hold Licensor harmless of and from any and all claims, suits, actions or judgements, including all expenses, attorney

fees, witness fees, cost of defending any such action or claims, or appeals therefrom, which arise out of or from the construction, maintenance, repair or use of the Entranceway by Licensee, its agents, servants, employees, invitees or licensees.

5. In the event of a material default or breach of, by the Licensee of Licensee's obligation to repair and maintain the Entranceway, then, and in that event, Licenser shall provide Licensee with written notice of such failure and allow Licensee a reasonable period of time to cure such failure. In the event Licensee fails to cure such default within a reasonable time, Licenser may terminate this License and Licenser shall be entitled to the immediate and peaceful possession of the right-of-way.

6. This Agreement shall become effective on the date it is executed by the Licenser and Licensee and shall remain in effect until terminated as provided herein.

7. This Agreement shall be binding upon and inure to the benefit of the parties herein, their successors and assigns.

8. Any notice, request, demand, instruction or other communication to be given to a party to this Agreement shall be in writing and either (i) sent by any nationally recognized overnight courier service to or (ii) delivered personally. The addresses of the parties for notice purposes are as follows:

CITY OF BROKEN ARROW, OKLAHOMA
220 South First Street
P.O. Box 610
Broken Arrow, OK 74013

AUBURNDAL-HALIFAX BROKEN ARROW LLC
4201 East Yale Avenue, Suite 200
Denver, CO 80222
Attn: Hans Kuhlmann

Notice shall be deemed to have been given upon receipt or refusal of delivery of the notice by either personal delivery or overnight courier. All such notices shall be effective when received by the parties without regard to the date notice is received by their respective counsel. The addresses for purposes of this Agreement may be changed by giving written notice hereunder. Unless and until notice of a change of address is given and received hereunder, the last address set forth herein shall be deemed to continue in effect for all purposes hereunder. Notices may be given by the parties or their respective legal counsel.

IN WITNESS WHEREOF, this Agreement has been executed on the dates set forth below.

CITY OF BROKEN ARROW, OKLAHOMA
A Municipal Corporation

By: _____
Mayor

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me, the undersigned, on this ____ day of _____, 2018, by _____ as _____ of _____.

Notary Public
My commission expires: _____

ATTEST:

City Clerk

APPROVED:

City Attorney


Auburndale-Halifax Broken Arrow, LLC,

By: 
Hans F. Kuhlmann. Manager

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

24TH Before me, the undersigned, a Notary Public in and for said County and state, on this ____ day of AUGUST, 2018, personally appeared Hans F. Kuhlmann, to me known be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

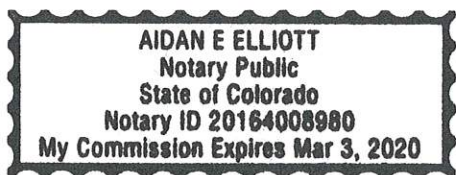
Given under my hand and seal the day and year least above written.


Notary Public

Notary Commission Number: 20164008980

My Commission Expires: MAR 3 2020

(SEAL)



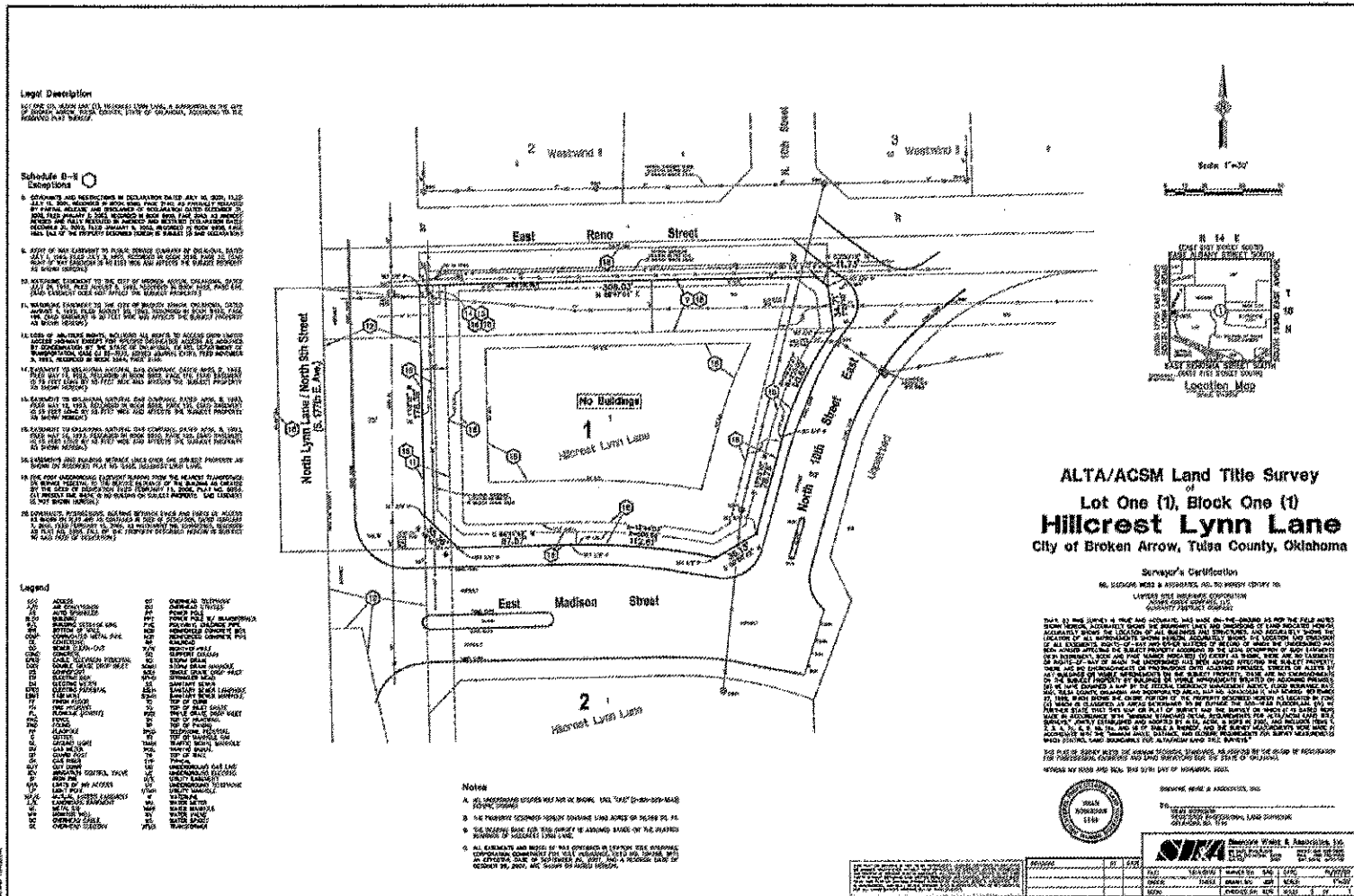
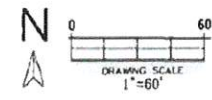
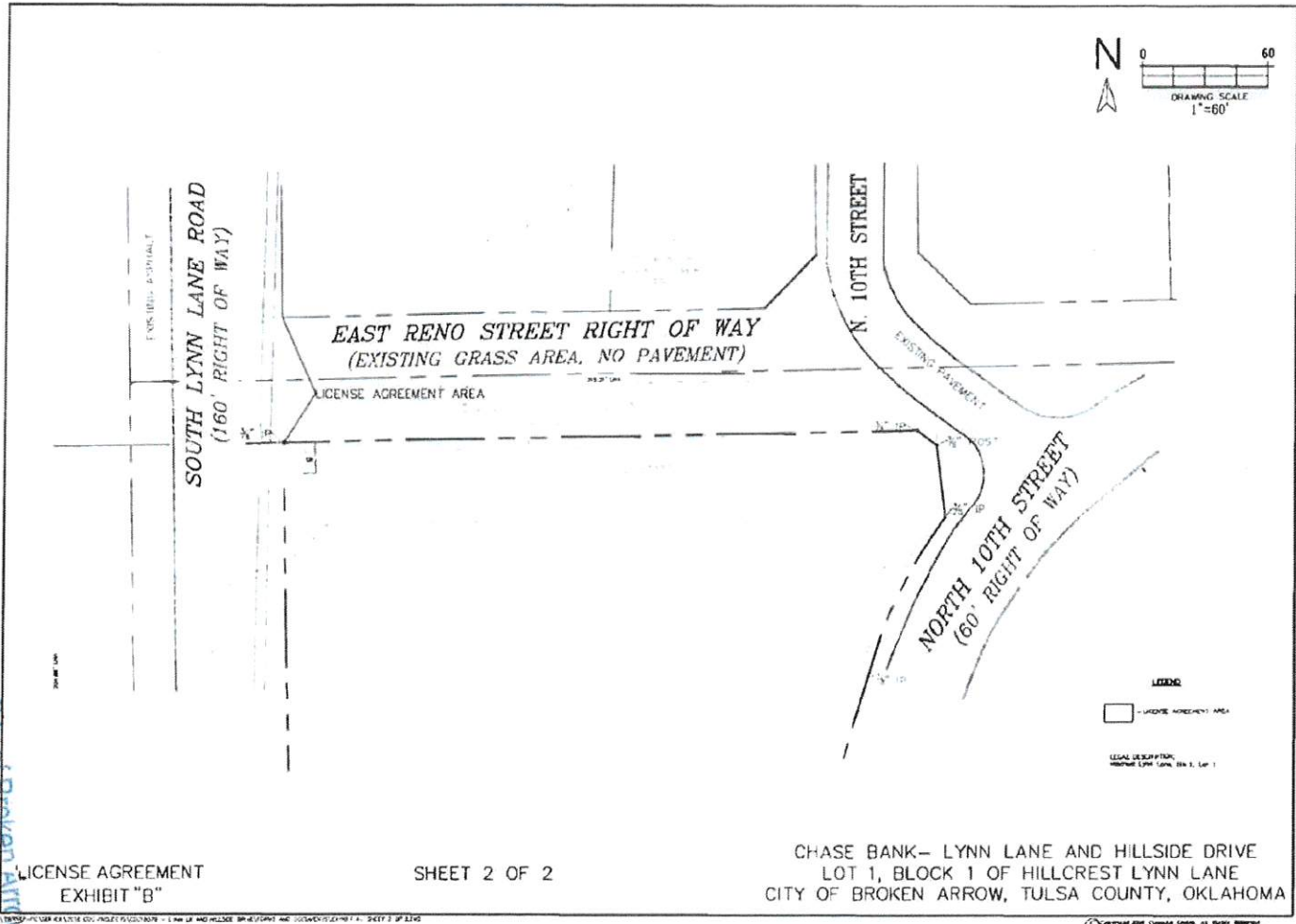


EXHIBIT B

THENCE S 88°07'04" W ALONG THE NORTHERN PROPERTY LINE OF LOT ONE (1) BLOCK ONE (1), HILLCREST LYNN LANE ADDITION, A DISTANCE OF 255.99 TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 15,400 SQUARE FEET OF LAND, MORE OR LESS.

[illegible]

CHASE BANK- LYNN LANE AND HILLSIDE DRIVE
LOT 1, BLOCK 1 OF HILLCREST LYNN LANE
CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA



City of Broken Arrow
JUL 02 2018

LICENSE AGREEMENT
EXHIBIT "B"

SHEET 2 OF 2

CHASE BANK- LYNN LANE AND HILLSIDE DRIVE
LOT 1, BLOCK 1 OF HILLCREST LYNN LANE
CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

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