

MEMORANDUM OF UNDERSTANDING AND GRANT OF LICENSE

THIS MEMORANDUM OF UNDERSTANDING AND GRANT OF LICENSE (this “MOU”) is made as of September 26, 2014 by and between SHIELD O TERRACES HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation (“SOTHA”) and PICKERING/LAURICELLA REVOCABLE TRUST (Francis E. Lauricella, Jr., Trustee) (the “Property Owner”). Property Owner is the owner of the property located at 7155 Snowmass Creek Road, Snowmass, CO 81654, and more particularly described in Exhibit “A” attached to this MOU (“Property Owner’s Property”). SOTHA and the Property Owner are sometimes together referred to herein as the “Parties.”

1. **Background.** The Parties have agreed to replace the existing mail box structure at the entrance to Shield O Road, with a new, more modern, structure to be located in a safer place further up Shield O Road, south of the existing fence gate. The existing mail box structure is damaged and in need of replacement, as well as presenting a potential accident hazard for residents getting their mail as it is not visible to vehicles entering Shield O Road. The existing structure has been in place since the start of the Shield O Terrace Sub-division. It is located on Shield O Road via an easement for the road from the Property Owner. No record of the original road or mail box easement can be located; however the parties agree that moving the structure further up the road to a safer location makes sense. Attached are a photo of the proposed location as Exhibit “B” (“License Area”) and a rendering of the proposed new structure as Exhibit “C”. The Property Owner has requested that the structure not be visible from the residence on the property and SOTHA has agreed to shield the new structure by planting trees or shrubs (which it will pay for and then maintain at its sole expense) behind the existing fence to block the new structure from view. The Property Owner has also requested the right to terminate this agreement in the event that SOTHA does not comply with the terms and conditions noted herein, regarding color/materials, maintenance, cleanliness, landscaping, etc. The Parties also agree that the Property Owner may terminate this agreement in the event the property is sold to another party. In such case, SOTHA will obtain a new agreement from the new owner.
2. **Purpose of MOU.** This MOU is intended to memorialize the agreement and understanding between the Parties with respect to the proposed mailbox structure, the existing package deliver box, site, materials, and related agreements on landscaping, maintenance and liability.
3. **Use of the Property; Grant of License.** SOTHA will construct a mail box structure at the location (per attached photo in Exhibit “B” and with materials consistent with the attached rendering in Exhibit “C” and the existing look and feel of the area, i.e. standard USPS approved RFD mail boxes, of non reflective colors and other materials that blend well with the surrounding landscape and the existing fencing, etc.). The Property Owner must approve the proposed mailbox structure, its location, and landscaping per Exhibits “B” and “C” prior to commencement of installation. Upon completion of the structure and approval by the Parties, the Property Owner hereby grants SOTHA and residents and guests of the Shield O Terrace subdivision (the “Subdivision”) a perpetual, non-exclusive license to access and use the mail box structure and package delivery structure (which remains in its existing location) located within the License Area (per the attached location photo and rendering as Exhibits “B” and “C”). SOTHA, Subdivision residents and guests shall use their best efforts to minimize the effect and disruption to the Property Owner’s Property.

4. **Acknowledgment and Indemnification.** SOTHA and Subdivision residents and guests understand and agree that the Property Owner is not responsible for the safety, care or well-being while they are using the mail box structure and package delivery box, and that the License is granted by Property Owner merely as an accommodation. No additional liabilities or responsibilities shall be imposed on the Property Owner as a result of the License granted herein.

Moreover, SOTHA shall indemnify, defend under its insurance and hold the Property Owner, its trustees, beneficiaries, heirs, representatives, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons (including death) which may be claimed to have arisen out of (i) any damage, accident, injury or other similar occurrences in the License Area due to negligence or misconduct by SOTHA, Subdivision residents, their guests, invitees, agents, or contractors; or (ii) the use, maintenance or repair of the License Area by SOTHA, Subdivision residents, their guests, invitees, agents, or contractors. It is expressly understood and agreed that, notwithstanding anything in this MOU to the contrary, the liability of Property Owner hereunder, to the extent any exists, shall be limited solely and exclusively to the interest of Property Owner in and to the Property Owner's Property, and neither Property Owner, nor any of its trustees, beneficiaries, heirs, representatives, successors, employees, affiliates or agents, shall have any personal liability for any claim arising hereunder and SOTHA and Subdivision residents hereby expressly waive and release Property Owner and such trustees, beneficiaries, heirs, representatives, successors, employees, affiliates and agents from any and all personal liability.

5. **Term of Agreement.** This MOU shall expire one (1) year after the date first set forth above; provided, however, this MOU shall automatically renew for successive one (1) year periods unless either party provides written notice to the other party of non-renewal at least thirty (30) days prior to the end of any one (1) year term. In addition, either party may terminate this MOU upon at least thirty (30) days advance written notice to the other party. The Property Owner may terminate this agreement upon the sale of the property, and SOTHA agrees to obtain a new agreement with the new Property Owner. SOTHA agrees to maintain the mail box and package delivery structures at its sole expense, consistent with the agreed color/materials, and general cleanliness of the area. SOTHA also agrees to install and maintain appropriate landscaping to block the view of the structures from the Property Owners residence. The Property Owner may terminate this agreement should SOTHA fail to meet any of the foregoing agreed terms. In the event of termination, SOTHA and the Property Owner will negotiate a mutually acceptable solution to the cause of termination within thirty (30) days. In the event such negotiation is unsuccessful in resolving the issue(s), SOTHA will remove the mailbox and package delivery structures at its sole expense within thirty (30) days from the date resolution cannot be reached.
6. **Amendment of MOU.** This MOU may be modified or amended only upon the written agreement of the Parties.

IN WITNESS WHEREOF, this MOU is effective as of the date first set forth above.

SHIELD O TERRACE HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation

By: _____
Joy Hartman, President

PICKERING/LAURICELLA REVOCABLE TRUST

By: _____
Francis E. Lauricella, Jr., Trustee

Witnesses:

By: _____

By: _____

Notary:

By: _____

IN WITNESS WHEREOF, this MOU is effective as of the date first set forth above.

SHIELD O TERRACE HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation

By: Joy Hartman 10/10/14
Joy Hartman, President

ERIC HANSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024027274
MY COMMISSION EXPIRES AUGUST 23, 2018

Eric Hansen 10/10/14

PICKERING/LAURICELLA REVOCABLE TRUST

By: Francis E Lauricella Jr.
Francis E. Lauricella, Jr., Trustee

Witnesses:
By: [Signature]

By: [Signature]

Notary:
By: _____

State of California
County of San Francisco
On 09/26/2014 before me, ALLEN BEARD
Notary Public personally appeared
FRANCIS E LAURICELLA JR

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature: Allen Beard

ALLEN BEARD
COMM. #2017884
Notary Public - California
San Francisco County
Comm. Expires Apr 6, 2017

Exhibit A

Property Owner's Property

Street Address: 7155 Snowmass Creek Road, Snowmass, CO 81654

Legal Description: Lots 13A, 13B and 11, Shield O Terraces Subdivision

Exhibit B

License Area

See following page: SOTHA Mailbox Proposal, 1, 09.21.2014, Peak Visions, LLC



SITE PLAN
SCALE 1" = 30'-0"

NORTH

SOTHA MAILBOXES PROPOSAL

Snowmass, Colorado

09.21.2014

ISSUE DATE

1



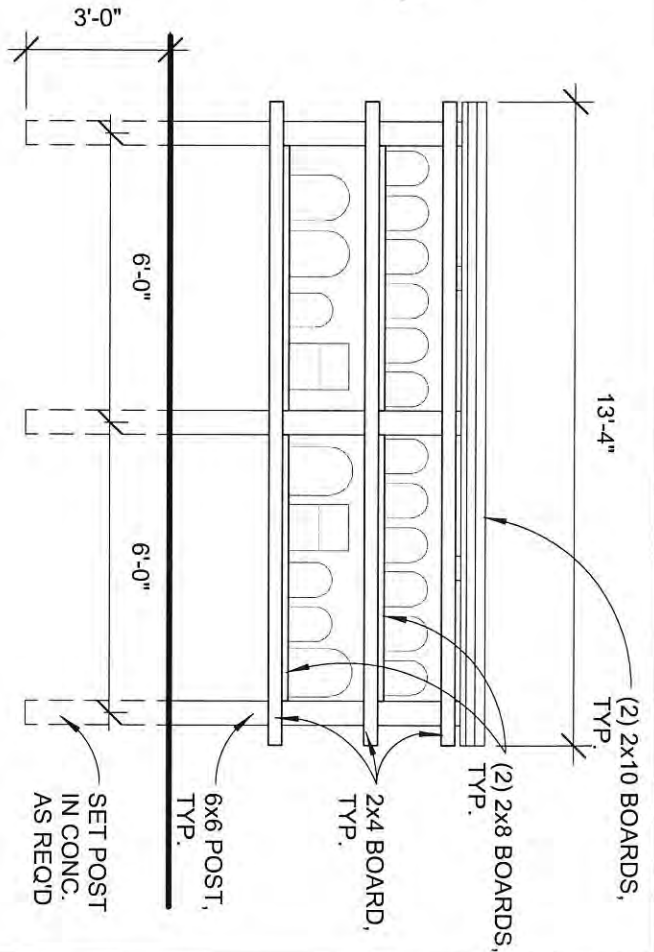
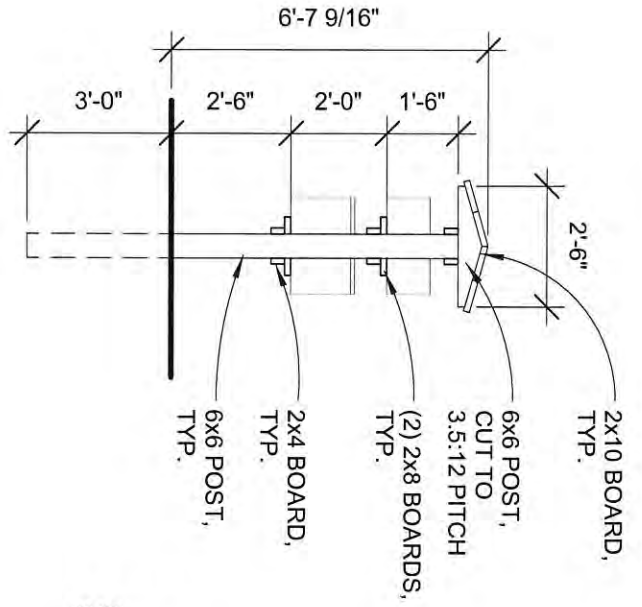
EAK ISIONS, LLC
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970.948.6659

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Exhibit C

Rendering of the Proposed New Structure

See following page: SOTHA Mailbox Proposal, 2, 09.21.2014, Peak Visions, LLC



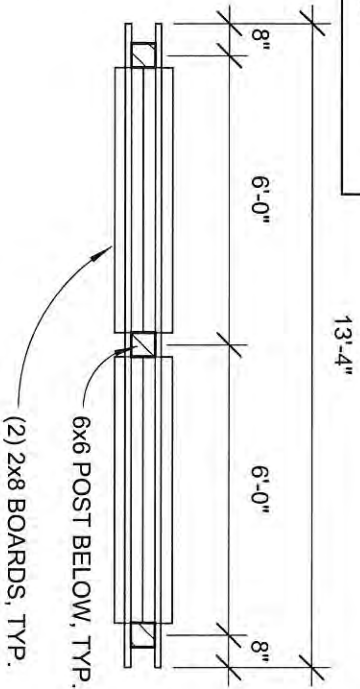
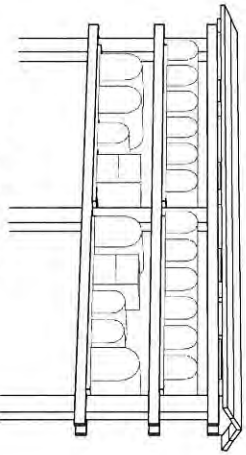
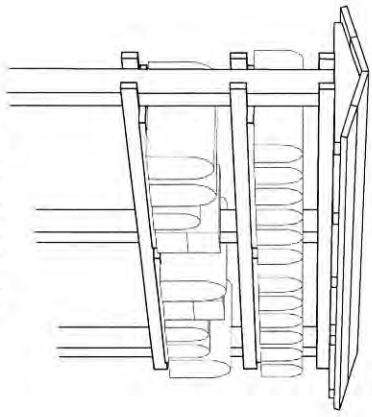
SIDE ELEVATION
SCALE 1/4" = 1'-0"

FRONT ELEVATION
SCALE 1/4" = 1'-0"

Hidden Sillies

ALL BUILDING MATERIALS TO BE STAINED USING BENJAMIN MOORE-HIDDEN VALLEY, SEMI-SOLID

ALL MAILBOXES SHALL HAVE NON-REFLECTIVE COLORS



PLAN VIEW
SCALE 1/4" = 1'-0"



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SOTHA MAILBOXES PROPOSAL

Snowmass, Colorado

ISSUE DATE:
09.21.2014