

#2009075941, 09/30/2009 at 02:18:51 PM, 1 OF 10, Rec Fee \$0.00 Douglas County  
CO Jack Arrowsmith, Clerk & Recorder

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this 22<sup>nd</sup> day of September, 2009, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO, hereinafter referred to as "COUNTY", whose address is 100 Third Street, Castle Rock, Colorado 80104, and the CHATFIELD FARMS ESTATES HOMEOWNERS ASSOCIATION INC., whose address is 10901 West Toller Drive, Littleton, CO 80127, hereinafter referred to as "LICENSEE"

1. **PROPERTY LICENSED.** The COUNTY hereby grants a license ("License") to the LICENSEE, subject to the terms and conditions contained in this License Agreement, for use of the property, which includes the land and any improvements or facilities thereon, described as follows ("Property"):

**SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF**, which identifies the general location of the **Entrance Feature** ("Improvements"). "Improvements" includes any improvements installed by the LICENSEE on the Property.

The Property is subject to all easements and rights-of-way of record. The Improvements installed by the LICENSEE on the Property shall be owned and maintained by the LICENSEE.

2. **UTILITIES.** The LICENSEE covenants and agrees to pay all charges for water, electric power and other utilities assessed, levied or incurred on the Property associated with the Improvements during the term of this License or any renewal thereof.

3. **MAINTENANCE, REPAIR AND ALTERATIONS.** The LICENSEE covenants and agrees not to make or permit to be made any alterations in, or additions to, the Property without the prior written consent of the Director of Engineering Services, hereinafter "Engineer", and to keep the Property and all Improvements thereon in good repair at the expense of the LICENSEE; to keep the Property free from litter, dirt, debris and obstruction; and to surrender and deliver the Property in good order and condition upon the expiration or termination of this License, ordinary wear and tear and loss by fire, flood or Act of God excepted. In the event the COUNTY has to enter the Property to repair and maintain the Improvements in order to protect the integrity of the Property, the COUNTY shall charge all costs to the LICENSEE.

4. **USE.** The LICENSEE covenants and agrees that it shall utilize the Property for construction and maintenance of the Improvements and for no other purpose and not to use the Property or permit it to be used for purposes prohibited by the applicable laws of the United States, State of Colorado or any political subdivisions thereof.

5. **RE-ENTRY.** The COUNTY or its duly authorized representative has the right to enter upon the Property at any time for the purpose of inspecting the same, making surveys, showing the Property to prospective licensees and to do such other acts and things as it deems necessary for the protection of its interest therein.

6. **NOTICE.** Any required notice shall be in writing and mailed by certified mail to the respective parties at the address hereinabove given. The Engineer shall be the representative of the COUNTY to accept or give any approval, notice or the like provided for hereunder. In the event the LICENSEE should change the address hereinabove given during the term of this License, the LICENSEE shall notify the COUNTY in writing of such change of address.

7. **NO COVENANT OF TITLE OR QUIET POSSESSION.** The rights granted herein are without covenant of title or warranty of quiet possession of the Property and no water or water rights are granted by this License.

8. **SUCCESSORS AND ASSIGNS.** This License shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

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9. **ASSIGNMENT OR SUB-LEASE.** The LICENSEE covenants and agrees not to assign this License or to sublet any part of the Property without first obtaining the written consent of the COUNTY

10. **PROPERTY TAKEN "AS IS"** The LICENSEE understands and agrees that the Property is licensed "as is", and the LICENSEE is assuming responsibility for any loss, injury, death or damage that may result from any and all defects, be they obvious or hidden, that said Property may contain. The COUNTY makes no warranty, written or implied, that the Property is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property

11. **LIABILITY AND INDEMNIFICATION.** The COUNTY shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Property (including, but not limited to, loss, injury, death or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, theft, burst pipes or plumbing failures) during the term of this License or any renewal thereof. The LICENSEE hereby expressly agrees to defend, indemnify and hold harmless the COUNTY, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney's fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of LICENSEE'S use and occupancy of the Property or LICENSEE'S failure to fulfill the terms and conditions of this License Agreement

12. **RESERVATION FOR BOARD USE.** This License is conformable to the provisions of all COUNTY regulations insofar as applicable. Said provisions are incorporated herein and made a part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in this License Agreement. The COUNTY reserves the right to make full use of the Property as may be necessary or convenient, and the COUNTY retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property at any time and in such a manner as it deems necessary or convenient

13. **TERMINATION**

a. The License may be terminated by the COUNTY at any time upon thirty (30) days prior written notice to the LICENSEE

b. If default shall be made in any of the covenants or agreements herein contained to be kept by the LICENSEE, it shall be lawful for the COUNTY to enter into the said Property, or any part thereof, either with or without process of law, to terminate the interest of the LICENSEE or of any other person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor, and the said Property again to repossess and enjoy, as in the first and former estate of the COUNTY. If at any time the License shall be terminated as aforesaid or by any other means, the LICENSEE agrees to surrender and deliver up said Property peaceably to the COUNTY immediately upon termination, and if the LICENSEE shall remain in possession after termination, the LICENSEE shall be deemed guilty of a forcible detainer of said Property, and waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law

14. **VENUE** For the resolution of any dispute arising hereunder, venue shall be in the courts of Douglas County, State of Colorado

15. **SPECIAL PROVISIONS.**

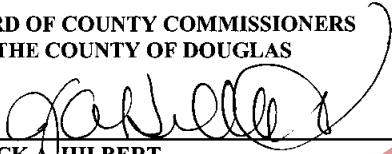
**SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.**


The parties hereto mutually agree to all the terms and provisions herein contained.

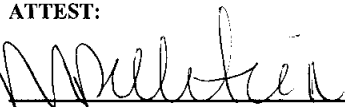
Executed on the day and year above written.

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

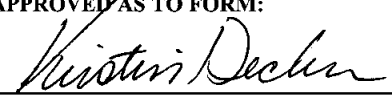
**APPROVED AS TO CONTENT:**

BY:   
JACK A. HILBERT  
Chair

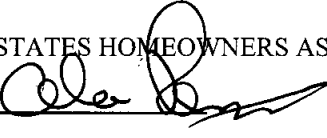
  
DOUGLAS J. DEBORD  
County Manager

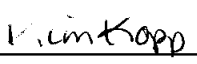
ATTEST:  
  
Melissa Pelletier, Deputy Clerk

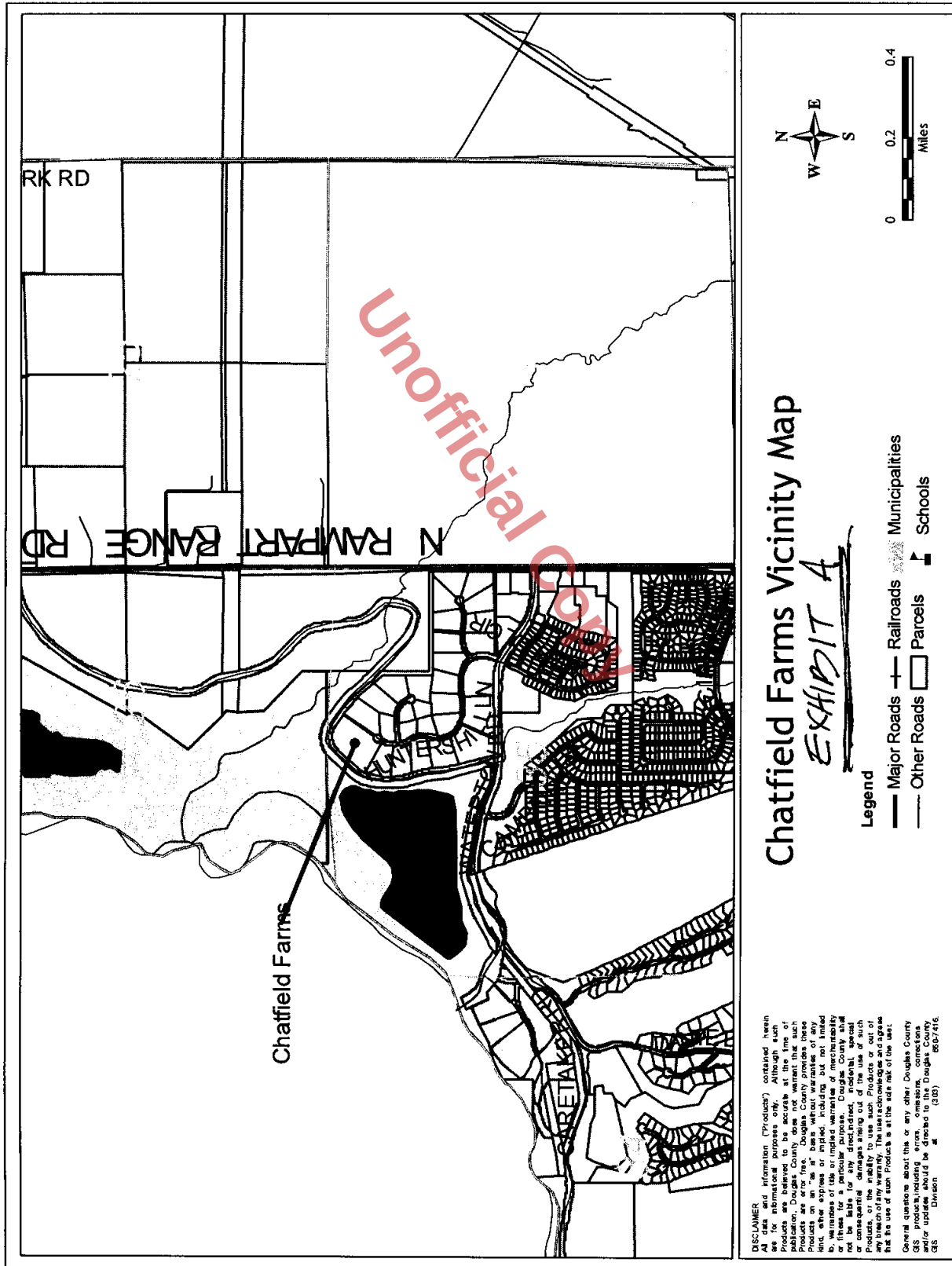


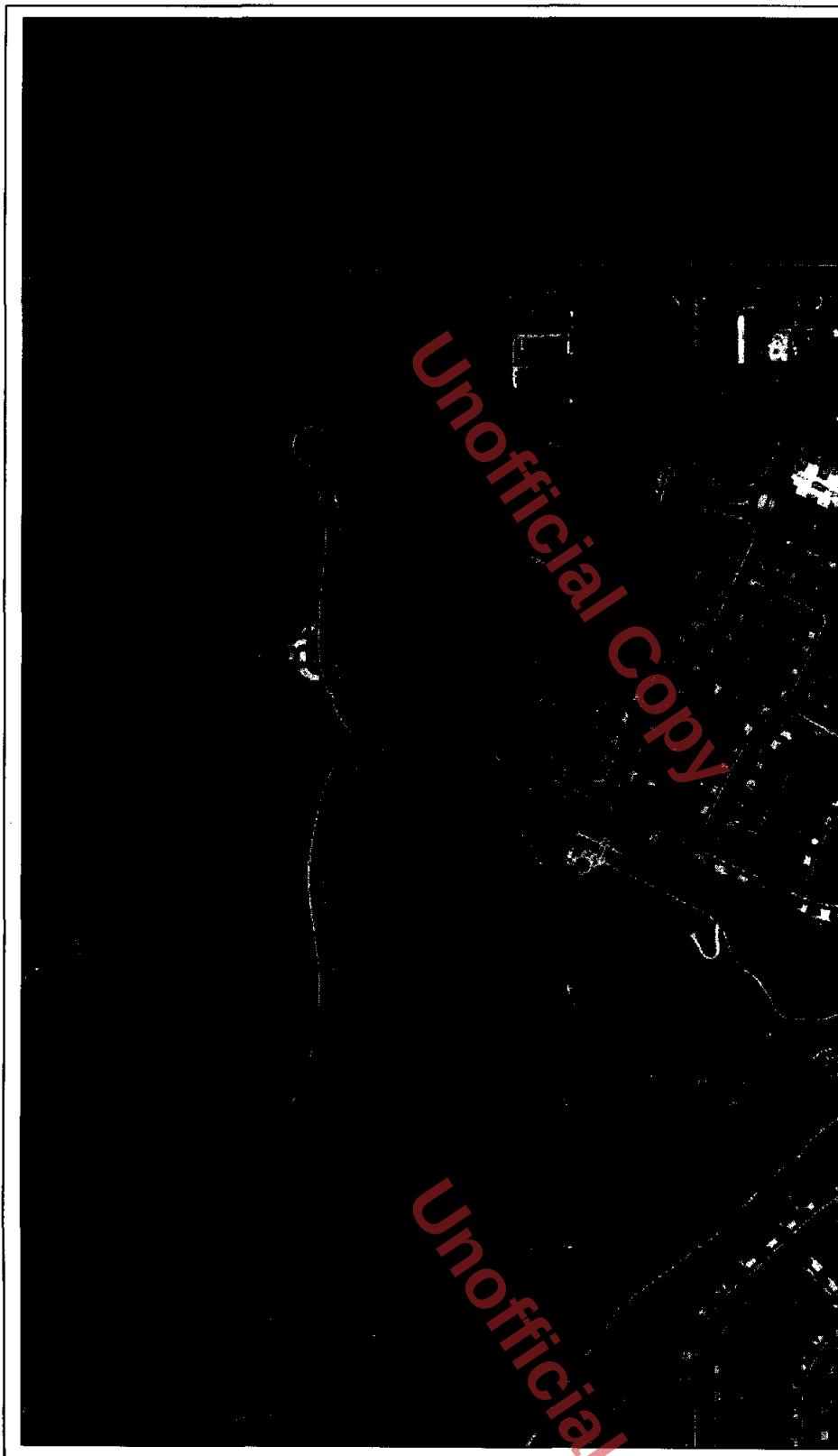
APPROVED AS TO FORM:  
  
Assistant County Attorney

CHATFIELD FARMS ESTATES HOMEOWNERS ASSOCIATION INC

By: Alan R Fishman   
Title: Executor, Trustee

ATTEST:  
  
Title: Admin



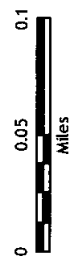


# Chatfield Farms Vicinity Map

*EXHIBIT A*

### Legend

- Major Roads
- Other Roads
- Railroads
- Parcels
- ⊞ Municipalities
- ⊞ Schools



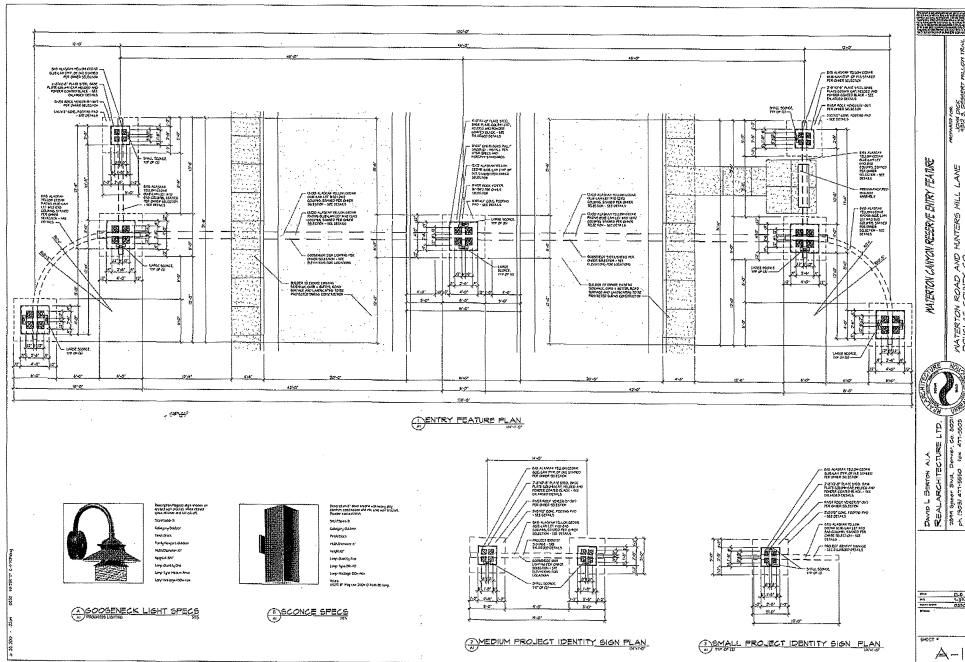
**DISCLAIMER**  
 All information ("Products") contained herein are for informational purposes only. Although such Products are believed to be accurate at the time of publication, Douglas County does not warrant the such Products on an "as is" basis without recitation of any kind, either express or implied, including but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Douglas County shall not be liable for any direct, indirect, special or consequential damages arising out of the use of such Products, or the inability to use such Products or out of the use of any information contained herein, or any other information that the use of such Products is at the sole risk of the user.  
 General questions about this or any other Douglas County Product or update should be directed to the Douglas County GIS Division at (303) 663-7416.

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Exhibit A-3





## EXHIBIT "B"

- A No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure* and that any time limit shall be extended for the period of any delay resulting from any *force majeure*. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities
- B The LICENSEE, or the LICENSEE'S contractor, shall be required to obtain a Right-of-Way Use and Construction Permit from the Engineer prior to the time of commencement of any work to be performed under this License.
- C The LICENSEE shall not erect or place any signs, signposts, billboards, light posts, light fixtures, trees, shrubs, flower beds or other landscaping, buildings or structures of any type on the Property, except those approved by the Engineer.
- D Any repair or replacement of any COUNTY property made necessary because of the repair or maintenance of the Improvements or other appurtenant installations shall be made at the sole expense of the LICENSEE and require a Right-of-Way Use and Construction Permit from the Engineer
- E In the event the COUNTY deems it necessary to repair, replace, remove or in any way maintain the street, drainage infrastructure, drainageways, or other appurtenances on the Property which will impact the Improvements, the COUNTY agrees to use due diligence in removal of materials to avoid unnecessary damage to the Improvements.
- F Upon abandonment or termination of any right or privilege herein granted, the right of the LICENSEE to that extent shall terminate, but its obligation to indemnify and save harmless the COUNTY its officers and employees, shall not terminate in any event for events which took place at the time of or prior to the abandonment or termination
- G Upon termination or expiration of this License, the LICENSEE shall abandon the Property and other Improvements made by the LICENSEE, to the extent necessary to leave the area described in Exhibit A in the same condition and elevation as before this License was granted, except that the LICENSEE shall plant the area with native grass seed as specified by the COUNTY. The removal and seeding shall be done at the sole expense of the LICENSEE and to the satisfaction of the COUNTY

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- H It is expressly agreed that in case of the LICENSEE'S breach of any of the within promises, the COUNTY may at its option, have specific performance thereof, sue for damages resulting from such breach, or take affirmative action to correct such breach and charge the LICENSEE for the cost thereof
- I The LICENSEE shall adjust, modify or cease maintenance of the Improvements upon the request of the Engineer to prevent degradation of roadways, prevent impairment of sight distance, prevent a safety hazard or for any other reason as determined by the Engineer.

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