

**LICENSE AGREEMENT**  
**FOR PRIVATE IMPROVEMENTS IN THE COUNTY RIGHT-OF-WAY**  
**For Widefield School District New PK-8 School – Lorson Ranch**  
**Schedule No: 5513301001 / 11060 Fontaine Blvd./Lamprey Drive**

This License Agreement ("Agreement") is entered into and made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Widefield School District 3**, a Colorado nonprofit corporation, whose mailing address is 1820 Main Street, Colorado Springs, CO 80911 (the "Licensee") and **EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO**, a political subdivision of the State of Colorado, whose street address is 200 S. Cascade Avenue, Suite 100, Colorado Springs, CO 80903 (the "County" or the "Licensor"). The Licensee and Licensor may also be referred to generally as a "Party" and collectively as the "Parties."

**Recitals**

**WHEREAS**, pursuant to Section 43-2-147(1)(a), Colorado Revised Statutes (C.R.S.), the County is authorized to regulate vehicular access to or from any public highway under its jurisdiction from or to property adjoining said public highway in order to protect the public health, safety, and welfare, to maintain smooth traffic flow, to maintain highway right-of-way drainage, and to protect the functional level of public highways; and

**WHEREAS**, Licensee is the owner of certain real property located in El Paso County, Colorado, legally described as follows (the "Property"):

Tract J, Lorson Ranch East Filing No. 1; and

**WHEREAS**, the County owns and maintains the public rights-of-way known as Fontaine Boulevard and Lamprey Drive (to be platted) adjacent to the Property; and

**WHEREAS**, Licensee desires to obtain access from Fontaine Boulevard and Lamprey Drive to the Property and use the Licensor's right-of-way for the following purposes: installation of private driveway and landscaping improvements ("Improvements") and maintenance and repair of same within the Licensor's right-of-way; and

**WHEREAS**, the Licensee is required to obtain all necessary permits and pay any permit fees prior to performing any work in the Licensor's right-of-way; and

**WHEREAS**, the Licensor, as a convenience to the Licensee, consents to allow the Licensee to use a portion of its right-of-way for the purposes of constructing, maintaining and repairing the Improvements.

**NOW, THEREFORE**, in consideration of the mutual benefits and covenants contained herein, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Chuck Broerman  
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El Paso County, CO



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harmless from all risk of injury or damage to Licensee, property of Licensee, and Licensee's agents, employees, assigns and successors or others which may result from debris, foreign objects, or chemical contamination resulting from normal maintenance activities performed by Licensor. Licensee is responsible for reimbursing Licensor for the repair and re-survey of any damage and disturbance to any survey monuments resulting from activities within the Licensed Premises by the Licensee.

- Licensor's Need for Right of Way. Licensor will not replace or relocate any Improvements placed within the public right of way or the Licensed Premises if Licensor has to remove Improvements, in whole or in part, for any reason including, but not limited to: safety, maintenance, or construction. At the time Licensor's construction or maintenance operations begin, this License will be suspended. The License may be reinstated for the remaining term upon completion of the construction.
- Work in the Right of Way Permit. Prior to any construction, operation, and/or landscaping activities within the Licensed Premises, Licensee shall obtain a Work in the Right of Way Permit from the El Paso County Department of Public Works in accordance with the El Paso County Engineering Criteria Manual.
- Maintenance. As the Improvements will be a part Licensor's public right of way, Licensee is expected to maintain the Improvements in an acceptable manner. Upon notice of any deficiency in the Improvements, either: a) by Licensor; or b) by its own observation; or c) by any other means, the Licensee shall take action as soon as possible, but not later than fifteen (15) working days after the mailing date of written notice from Licensor to correct the deficiency and to protect the safety of the traveling public. In the event Licensee, for any reason, do not or cannot correct the deficiency within fifteen (15) working days of written notice as contemplated above, or demonstrate that action satisfactory to cure such default has been commenced and will be completed in a timely manner, or otherwise demonstrated that no deficiency exists, Licensor reserves the right to correct the deficiency and to bill the Licensee for such work. Licensee shall pay any such bill within thirty (30) days after receipt. Under these circumstances, Licensor shall only correct the deficiency to the extent it affects use of the right of way and/or the public's health, safety, and welfare.
- Natural Disasters. Licensor shall not be liable to Licensee in the event of an emergency, such as a fire, flood, or other natural cause which damages the Licensed Premises or the Improvements. In the event the Licensed Premises are damaged due to a natural disaster, it shall be the sole responsibility and cost of Licensee to return the Licensed Premises to its original condition.

6. Termination:

- a. Termination by Licensor. Licensor at any time and 1) for any valid public purpose, as determined at Licensor's sole discretion, or 2) upon violation of any term of the License by Licensee, shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensee. In


otherwise limit the defense available to Licensor pursuant to the Colorado Governmental Immunity Act, §§24-10-101, C.R.S., *et seq.* or as otherwise provided by law.

9. Compliance with Fire/Rescue Protection District Standards. The Improvements are subject to all applicable standards of the local Fire / Rescue Protection District to enable the provision of fire protection and emergency response to the Property.
10. Assignment. Licensee shall not assign or otherwise transfer this License or Agreement or any right or obligation hereunder without the prior written consent of the Licensor, which shall not be unreasonably withheld, conditioned or delayed. Should the Licensor agree to such assignment, Licensor and Licensee hereby expressly agree that the intent of such benefit to said successors in title is not to create an easement in the Licensed Premises, but rather, a License. Licensor and Licensee, both for themselves and for their successors in title, agree that this license is terminable at the will of the Licensor as set forth in **Paragraph 6** above. Evidence of any such assignment or termination shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.
11. Construction. This Agreement shall be given a reasonable construction in light of the intention of the Licensor to confer on Licensee a usable right to construct, maintain, repair, and replace the Improvements described herein.
12. Right to Inspect. Licensee shall permit the Licensor to enter upon the Licensed Premises at reasonable times and without notice to inspect the condition of the Licensed Premises.
13. Remedies. The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity.
14. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein.
15. Binding. The Licensee and Licensor hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Licensor and the Licensee in the event the Licensor agrees to an assignment of the Agreement.
16. Authority. The undersigned hereby acknowledge and represent that they have legal authority to bind their respective Party to this Agreement.
17. Applicable Law. The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement. The Parties understand and agree that, in the event of any litigation that may arise under this Agreement, jurisdiction and venue shall lie in the District Court of El Paso County, Colorado.

**LICENSOR:**

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

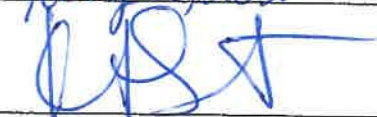
By:   
\_\_\_\_\_  
Mark Waller, Chair

ATTEST. EL P.   
\_\_\_\_\_  
Chuck Broerman  
County Clerk & Recorder

STATE OF COLORADO )  
  ) ss  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August 2019, by Mark Waller as Chair of the Board of County Commissioners of the County of El Paso, State of Colorado, and as attested to by Chuck Broerman, County Clerk and Recorder.

WITNESS my hand and official seal.

My Commission Expires: July 2, 2022  


KRISTY MARIE SMART  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184027368  
MY COMMISSION EXPIRES JULY 2, 2022

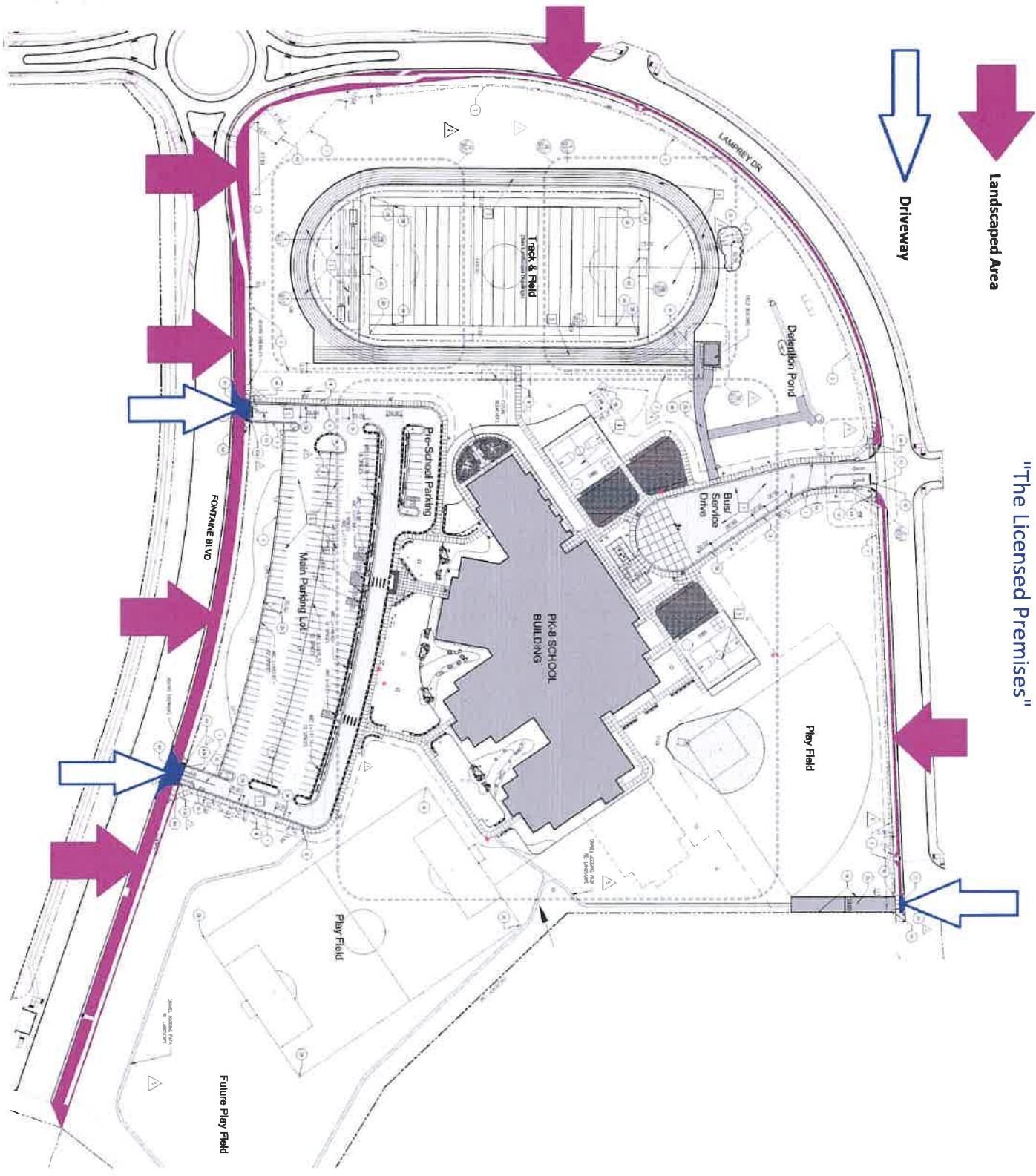
\_\_\_\_\_  
Notary Public

**APPROVED AS TO FORM:**

OFFICE OF THE COUNTY ATTORNEY  
OF EL PASO COUNTY, COLORADO

By:   
\_\_\_\_\_  
Assistant County Attorney

**Exhibit A**  
the "Licensed Premises"



Landscaped Area

Driveway

EXHIBIT A  
 "The Licensed Premises"