

**Revocable License Agreement for Installation and Maintenance of
Private Irrigation Infrastructure in Public Right of Way**

This Revocable License Agreement for Installation and Maintenance of Private Electric Infrastructure in Public Right of Way (the “Agreement”) dated as of August, 6th 2019, is between Sidney Peak Ranch (“Licensee”), and Routt County, Colorado (“County”) acting by and through its Board of County Commissioners (the “Board”).

Recitals

- A. Licensee wishes to install an electrical line from one side of their property to the other (the “Project”) under Routt County Road 14 (the “Road”) at the approximate location shown on Exhibit A attached hereto.
- B. County currently owns and maintains the Road.
- C. County normally does not permit the installation or maintenance of private water lines within public road right of ways within the County’s jurisdiction. However, County is willing to grant Licensee a revocable license for the installation and maintenance of the Project within the public road right of way due to the limited intrusion under the road, the surrounding land is all owned by Licensee, and the stated purpose of the Project.

Terms and Conditions

- 1. Subject to the other terms and conditions of this Agreement, County grants to Licensee a revocable license to install and maintain the Project in the right of way for the Road in the approximate location as shown on Exhibit A. The license granted hereby shall be revocable by County, at its election, in the event that the Licensee fails to satisfy or breaches any of its obligations hereunder.
- 2. Licensee shall install and maintain the Project at Licensee’s sole expense. Licensee shall restore the Road to Routt County standards after installation of the Project. Additionally, Licensee shall install and maintain delineator posts at the edge of the Road indicating the location and depth of any infrastructure under the Road that serves the Project.
- 3. Licensee shall be financially responsible for any damage done by the Project to the road right of way by virtue of the installation and maintenance of the Project within the right of way. Licensee shall, at all times, maintain home owner’s insurance and shall cause the County to be named as an additional insured under such insurance with regards to the installation and maintenance of the project. Licensee shall provide County with evidence of such coverage in the form of a certificate of insurance before this Agreement is signed by the Board and at any other time upon the request of the County.

4. Licensee shall indemnify, defend, and hold County and Board harmless from any and all claims and damages arising out of the installation and maintenance of the Project and shall promptly repair any damage to the right of way.

5. In the event that, in response to an emergency, County performs work on the Road which damages the Project, Licensee waives any claim against County or its contractors for such damage and Licensee shall be responsible for any costs of repair to the Project. Licensee understands that certain individuals and entities including but not limited to public utilities have the statutory right to locate certain types of lines within public road rights of way. Licensee shall cooperate with the holder of such a right. So long as the Project is not a part of the utility notification system, Licensee shall be responsible for any damage to the Project caused by work in the right of way by the holder of such right.

6. This Agreement shall become effective when signed by the Board. A copy of this Agreement shall be recorded in the real property records of the Routt County Clerk and Recorder after it is signed by both parties. This Agreement shall run with and benefit only the Property. The obligations of Licensee under this Agreement shall also run with the land and be a burden upon the Property. Any owner of the Property shall have the rights and obligations of Licensee hereunder.

7. Any notice required under this Agreement may be personally delivered or mailed in the United States mails, certified mail return receipt requested first class postage prepaid to the party to be served at the following addresses:

Licensee: Medora Fralick (Sidney Peak Ranch Agent)
32390 County Road 14
Steamboat Springs, CO 80487

County: County Manager
Routt County, Colorado
522 Lincoln Avenue [no U.S. Mail service to this address]
P.O. Box 773598
Steamboat Springs, Colorado 80477

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in Steamboat Springs, Colorado.

11. In the event that either party to this Agreement brings suit to enforce, interpret or rescind this Agreement, the substantially prevailing party shall be entitled to recover from the other party its attorney fees and other costs incurred in connection with such legal action.

12. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce, interpret or rescind this Agreement shall be in the

Colorado judicial district in which Routt County is located at the time that such action is brought.

13. This Agreement is the entire agreement between the parties concerning the installation and maintenance of the Project, the vacation of a portion of the Road, and dedication of real property for construction of a vehicle turnaround. This Agreement may be amended only by a written document approved and executed by Licensee or his successor in interest, Property Owner or his successor in interest, and the Board.

Attest:

ROUTT COUNTY, COLORADO BY ITS
BOARD OF COUNTY COMMISSIONERS

Kim Bonner
Routt County Clerk

By:_____
M. Elizabeth Melton, Chair

Sidney Peak Ranch Agent

Medora Fralick