

## REVOCABLE LICENSE AGREEMENT FOR ACCESS TO OPEN SPACE

This Revocable License Agreement for Access to Open Space ("License Agreement") is made and entered into this 18<sup>th</sup> day of June, 2020 (the "Effective Date") by and between The Bailey Family Investment Company, a Colorado limited liability limited partnership, ("Licensor") whose address is 1000 Blue Heron Lane, Carbondale, CO 81623 and Ranch at Roaring Fork Homeowners Association, Inc. ("Licensee"), whose address is 14913 Highway 82, Carbondale, CO 81623, with reference to the facts set forth below.

### RECITALS

A. Licensor owns certain real property located at "tbd" Surrey Street, Carbondale, CO 81623, which vacant lot is located within the Ranch at Roaring Fork Subdivision, is described as Garfield County Parcel No. 239336217004 and is depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Property"); and

B. Licensee is the association named and referred to in that Second Amended Declaration of Covenants, Conditions, Limitations, Restrictions, Reservations, Liens, and Charges for Ranch at Roaring Fork, as recorded on August 7, 1985 in the real property records of Garfield County, Colorado at Book 673, Page 586 ("Declaration").

C. Licensee owns and operates the Common Elements situated within the Ranch at Roaring Fork subdivision and certain open space adjacent to the Property and subdivision; and

D. Residents of the Ranch at Roaring Fork, with the knowledge and consent of the current and prior owners of the Property, have crossed the Property to access the open space along the established foot path shown in Exhibit A; and

E. Licensor desires to continue to allow residents to cross the Property to access the open space along the existing foot path, subject to the terms and conditions set forth in this License Agreement, and Licensee desires to obtain written documentation of such permissive use of the Property.

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree to the terms and conditions set forth below.

### AGREEMENT

1. Grant of License. Licensor hereby grants to Licensee a license benefitting residents of the Ranch at Roaring Fork subdivision to cross the Property over and along the existing foot path for purposes of pedestrian access to The Ranch at Roaring Fork open space, and for no other purpose, to be enjoyed by residents of The Ranch at Roaring Fork during daylight hours (the "License") subject to and in strict accordance with the terms of this License Agreement. For the purposes of this License Agreement, residents shall include any "Owner" and "Guest", which terms shall have the same meaning as those set forth in the Declaration, as amended (collectively, the "Residents").

2. **Term of License.** The term of this License Agreement shall commence on the Effective Date and continue until revoked by Licensor, its successors and assigns (the "Term"). Licensor retains the right to revoke this License at any time, for any reason, or for no reason. Provided this License Agreement has not been revoked or terminated, and further provided that if Licensee is not in default of the terms hereof, the License Agreement shall remain in full force and effect.

3. **Licensee Covenants.** The Licensee covenants that during the term of this License Agreement:

- A. Licensee will be responsible for ensuring that the foot path over and across the Property is used in a manner that is consistent with this License Agreement, including ensuring that the foot path is used only for pedestrian ingress and egress during daylight hours. Licensee shall notify all Owners within The Ranch at Roaring Fork of the restrictions pertaining to the use of the License and informing them that any other uses could result in revocation of the License by Licensor. Licensee shall provide notice to Owners by (i) any method allowed by the Ranch at Roaring Fork governing documents; and (ii) uploading this License Agreement to The Ranch at Roaring Fork website under the "Governing Documents" tab. Owners shall be responsible for providing notice to their Guests.
- B. Licensee will maintain the foot path in its existing condition during the term of the License. Licensee shall not expand, or allow any expansion of the License by Residents.

4. **Licensor Covenants.** The Licensor covenants that during the term of this License Agreement:

- A. Licensor will refrain from blocking pedestrian access to the foot path on the Property.
- B. Licensor shall maintain the Property as required by the Ranch at Roaring Fork governing documents but shall not be required to maintain the foot path.

5. **Indemnification and Insurance.** As a condition of granting the License, Licensee hereby agrees to indemnify and hold Licensor, its employees, managers, agents, successors and assigns, harmless from and against any and all claims for injury or damage to persons or property arising out of, or that may in any way be attributable to, the use of the License by the Residents of The Ranch at Roaring Fork, or anyone claiming rights to use the License by or through such Residents, Licensee or any of its owners/members unless caused by the gross negligence of Licensor, its employees, managers, agents, family members, successor and assigns. Licensee agrees to add the licensed area to its general liability insurance policy covering injuries or claims arising out of the use of the License as set forth herein and shall name Licensor as an additional insured thereon.

6. **Miscellaneous.**

- A. **Entire Agreement.** This License Agreement constitutes the final and complete agreement between the parties regarding the subject matter. This License Agreement cannot be changed or modified other than by written agreement executed by both parties.
- B. **Notices.** Any notice or communication required or permitted to be given hereunder shall be deemed to have been sufficiently given for all purposes if delivered in writing by email to the following addresses:

To Licensors: Scot Simmons - [scot@simmonsfamilyoffice.com](mailto:scot@simmonsfamilyoffice.com)

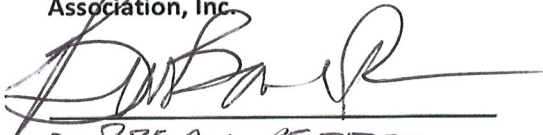
To Licensee: Ranch at Roaring Fork HOA, Inc.

- C. Attorneys' Fees. In the event of any dispute between the parties hereto, either for breach of this License Agreement or to enforce any provision or right hereunder, the non-prevailing party shall pay to the prevailing party all costs and expenses, including but not limited to reasonable attorneys' fees incurred by the prevailing party in connection with the dispute.
- D. Governing Law. This License Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. Venue shall be proper in Garfield County, CO.
- E. Assignment Prohibited. The License does **not** run with the land and is personal in nature to the Licensee. Licensee may not assign or otherwise transfer any of its rights or obligations under this License Agreement.
- F. Severability. In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term or provision and the remainder of the License Agreement shall be valid and enforceable to the fullest extent allowed by law.
- G. No Waiver. The failure, forbearance or delay on the part of Licensors in exercising any power or right under this License Agreement shall **not** operate as a waiver unless contained in a writing signed by Licensors. Waiver by Licensors of any breach by the Licensee shall not be deemed a waiver of any subsequent breach of the same or any other term or condition of this License Agreement.
- H. Counterparts. This License Agreement may be executed in counterparts, each of which shall be deemed to be an original agreement, and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this License Agreement as of the day and year first written above.


LICENSOR:

The Ranch at Roaring Fork Homeowners  
Association, Inc.

  
By: BRIAN PETTER  
Its: President, Ranch at Roaring Fork HOA, Inc.

LICENSEE:

The Bailey Family Investment Company

  
By: \_\_\_\_\_  
Its: MANAGER, BFIC MANAGEMENT.

**EXHIBIT A**

