

## **CONSTRUCTION LICENSE AND OWNERSHIP AGREEMENT**

**This Construction License and Ownership Agreement** ("Agreement"), is entered into and made effective this \_\_\_\_\_ day of \_\_\_, 2025, by and between the Board of County Commissioners of Arapaho County (the "County"), a body politic of the State of Colorado, with a principal place of business at 5334 S. Prince St., Littleton, Colorado 80120, and William G. Anthony Barnett ("Owner"), an individual, residing at 2229 S. Alton Way, Denver, Colorado 80231. County and Owner are individually referred to herein as "Party" or collectively as the "Parties."

**Whereas**, the County has entered into a License Agreement with the Huntington Estates Homeowners' Association to replace a double-sided wood fence ("Fence") in right-of-way along Iliff Avenue with a concrete panel wall ("Wall");

**Whereas**, the County desires, for the benefit of the public, to replace that continuing portion of the Fence originally built by the County and extending beyond the right-of-way and onto private property at 2229 S. Alton Way (the "Property"), with an Extended Wall to be owned by Owner; and

**Whereas**, the Owner desires to have the Extended Wall on the Property, and to allow the County access to the Property for the purposes of removing the Fence and constructing and installing the Extended Wall, in a manner and appearance consistent with the concrete panel wall being constructed pursuant to the aforementioned License Agreement (collectively the "Work"), and consistent with the purposes and intent of this Agreement.

**Now, therefore**, for good and valuable consideration, the sufficiency of which is acknowledge by the Parties, the Owner hereby grants to County a Construction License granting access to the Property for the purposes of the Work on the Property, and Owner agrees to assume all ownership and responsibility for the Extended Wall, all subject to the following terms and conditions:

1. The County, its employees, contractors, licensees, agents, and assigns, are authorized to access the Property to perform the Work and to use the Property in a commercially reasonable manner during the performance of the Work.
2. The County will bear the costs of the Work, including any and all management and professional consulting services, design fees, labor and materials, that may be necessary, as part of the Work.
3. It is intended and agreed that the County will engage in commercially reasonable efforts to perform the Work, including retention of contractors and others. It is further intended and agreed that to the extent, if any, the Work is performed by a contractor or other third party (collectively "Builder"), then any warranty offered by the Builder will benefit the Owner. As such, the County will use best efforts to facilitate any communications and cooperation between Builder and Owner pursuant to any applicable warranty offered by Builder. County will take commercially reasonable actions to facilitate such communications and cooperation during a warranty period, if any. It is intended and agreed that the County shall not, will not, and does not warrant the Work.
4. Upon completion of the Work, and in consideration for the Work, Owner agrees to bear complete responsibility for and ownership of the Extended Wall including all obligations to maintain the Extended Wall, except as expressly stated herein. Maintenance obligations include, but are not limited to, repair of any and all types of damage to the Extended Wall whether caused by weather, catastrophic event, or wear and tear, and whether caused by negligence, recklessness, or intentional actions, and whether resulting from vehicle crashes, vandalism, markings, graffiti, or any other actions of third parties. Moreover,

it shall be the sole responsibility of Owner to provide insurance for the Extended Wall. For the avoidance of doubt, it is expressly intended that the County will have no responsibility for the Extended Wall in any manner or to any extent after the Extended Wall is deemed complete by the County.

5. The Work shall be deemed complete upon the transmittal of notice to Owner, in writing, that the Work has been completed. The County shall deem the Work completed once accepted by the County from Builder in accordance with the construction contract and specifications. No further consideration of evidence of conveyance shall be necessary for the Owner to assume ownership obligations. The County may notify Owner of completion via email to Owner at the following email address: barnett.anthony@gmail.com.

6. The Owner will bear the burden and costs of remedying and restoring any disturbance to the Property resulting from the Work.

7. The Owner hereby **WAIVES AND RELEASES**, on behalf of itself, its heirs and assigns, and any successors in interest to the Property or the Extended Wall, any and all claims for any financial compensation or other remuneration under any federal, state, and local law for any condemnation, eminent domain, or takings claim against the County, including any contractor, agent, or County licensee, that is or may be asserted by reason of the County exercising any of its contractual rights as established herein, and any rights pursuant to federal, state, or local law, with respect to the Work including the removal of the Fence and the installation and construction of the Extended Wall on the Property. Owner further agrees that the County shall not be required to file any condemnation, eminent domain, or other takings proceedings prior to exercising any of its rights under this Agreement.

Consistent with the foregoing, the Parties acknowledge that the existing grading of the Property significantly impacts surface drainage. Further, the installation of the Extended Wall on the Property may also impact surface drainage, including the concentration or channelization of surface runoff. Installation and design of the Extended Wall may, or may not, account for this by providing some degree of clearance at the base of the Extended Wall, which may or may not, be sufficient to prevent the concentration or channelization of surface flows. Nothing herein shall be deemed to obligate the County to modify or alter the grading of the Property to account for surface flows. The Owner acknowledges and accepts all risk associated with the grading of the property and all risk associated with the impact to surface flows caused by the Work and the Extended Wall both on and off the Property. Owner agrees to defend, indemnify, and hold harmless, the County from any claim for damage, whether in law or in equity, related to or resulting from impacts of surface drainage, surface flows and surface runoff.

In the event Owner, or any successor, heir, or assign, files an inverse condemnation claim or other legal proceeding against the County for damages, compensation, reimbursement, or other claim in law or equity by reason of the County's exercise of rights pursuant to this Agreement, then the presentation of this Agreement shall be a complete defense to any such claim and the claim shall be dismissed with prejudice.

8. In the event the Owner revokes the license granted to the County by this Agreement prior to the completion of the Work, then Owner forever forfeits the benefits of the Agreement and County is relieved of any and all obligations pursuant to the Agreement. In such an event, (1) the Owner will be responsible for the unfinished Work regardless of its condition or state, and (2) the County will be authorized to deem the work complete as is and have no further obligations hereunder.

9. The County's right, including that of any employee, contractor, licensee, agent, assign, or Builder, to access the Property to perform the Work shall be between the hours of 7:00 a.m. and 6:00 p.m., excluding weekends and holidays, unless otherwise authorized by the Owner.

10. By entering this Agreement, **OWNER EXPRESSLY WAIVES AND FOREVER DISCHARGES AND RELEASES ANY CLAIM FOR INJURY OR DAMAGES ARISING FROM THE COUNTY'S ENTRY UPON THE PROPERTY TO CONDUCT THE WORK.**

11. This Agreement contains the complete and entire agreement between the Parties respecting negotiations, agreements, representations, and understandings, if any, between the Parties.

12. This Agreement will not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer-employee relationship between the County and the Owner. Without limiting the generality of the preceding, no Party to this Agreement will be liable for obligations of another Party to this Agreement except as expressly set forth in this Agreement.

13. This Agreement does not create, and will not be construed as creating, any rights enforceable by a third party not a Party to this Agreement.

14. This Agreement may not be modified or amended in any respect except by further agreement of the Parties in writing and duly executed by the Parties or their successors.

15. This Agreement, and the rights and obligations set forth herein, shall be binding upon the Parties hereto and to their respective successors in interest to the Extended Wall, including any subsequent owner of the Property. The terms of this Agreement shall run with the land and either Party hereto may record this Agreement with the Clerk and Recorder within the County in which the Property is situated.

16. The invalidation or unenforceability of any term or provision of this Agreement shall not invalidate the remaining provisions which will remain in full force and effect. In the event a court of competent jurisdiction invalidates any term or provision of the Agreement, the remainder shall be interpreted so as to give the Agreement its original intent.

17. In any action or legal proceeding to enforce rights under this Agreement, each Party shall be responsible for its own fees and costs.

18. No term or condition of this Agreement shall be construed or interpreted as a waiver by the County or the State, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Construction License and Ownership Agreement as of the date first written above.

WILLIAM G. ANTHONY BARNETT



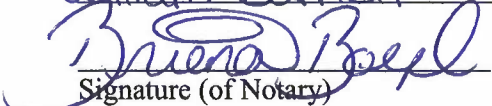
Owner, 2229 S. Alton Way, Denver

State of Colorado

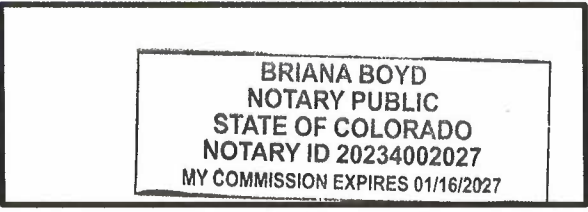
County of Arapahoe

This record was acknowledged before me on 5/8/2025, 2025, by

William Barnett

  
Signature (of Notary)

Briana Boyd  
Name of Notary



BRIANA BOYD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20234002027  
MY COMMISSION EXPIRES 01/16/2027

ARAPAHOE COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Leslie Summey, Chair  
Board of County Commissioners