REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is entered into on this ___ day of January, 2020, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Licensor") and Ahren Cattles, whose address is 480 Red Tail Lane, Gunnison, Colorado 81230 ("Licensee"), as follows:

1. FACTS AND PURPOSES. The following facts and purposes apply to this Agreement:

1.1. Licensor is the owner of the parcel of land identified in the records of the Gunnison County Clerk and Recorder at Reception No. 499861 (the "Subject Parcel").

1.2. Licensee is the owner of the parcel of land identified in the records of the Gunnison County Clerk and Recorder as Reception No. 661450 (the "Benefitted Parcel").

1.3. The parties herein desire that Licensor provide to Licensee a revocable license to allow for a portion of the Subject Parcel to be used for limited purposes for the benefit of the Benefitted Parcel.

2. GRANT OF LICENSE. Licensor hereby grants to Licensee a revocable license (the "License") only for the limited purpose to provide set-back for and encroachment on the Subject Parcel of improvements existing on the Benefitted Parcel as of the date of this Revocable License Agreement, and to allow the Licensee to have non-exclusive use of the surface of the License Area, and illustrated in Appendix A, attached hereto and incorporated herein (the "License Area"). The area to which Licensee is being given a license is identified by cross-hatching on Appendix A.

3. DURATION OF LICENSE. The License shall continue and be in full force and effect unless and until Licensor determines, in its sole discretion, that continued use of the License Area would impede use by Licensor of its own real property.

4. TERMS AND CONDITIONS. Licensee understands and agrees to the following terms and conditions of the Agreement:

4.1. Licensee shall not place any further structures or improvements whatsoever within this License Area without prior written consent of Licensor or this Agreement shall be null and void. Such written consent may be withheld in the sole discretion of Licensor.

5. MAINTENANCE AND REPAIR. The Licensee shall keep all improvements within the License Area in good condition and repair, and shall maintain the same with such reasonable regularity and by such reasonable means and in such reasonable manner as to prevent the same from being or becoming unsightly or otherwise detract from the general appearance of adjacent

property, or which would constitute a nuisance or hazard contrary to public health, safety, and welfare.

6. ASSIGNMENT OF LICENSE. The License may not be conveyed, assigned or any interest granted therein except only by written consent by both Licensor and Licensee, which consent may be withheld in the sole discretion of Licensor. Any such conveyance or assignment shall only be consented to concurrent with a transfer of ownership of the Benefitted Parcel.

7. INDEMNIFICATION. Licensee shall exercise the privileges hereunder at Licensee's own risk, and Licensee agrees to indemnify, hold harmless and release Licensor from any and all claims, demands, liabilities, costs, losses and causes of action in any manner resulting from or rising out of the occupation of the License Area, or the use of the License, by Licensee or their agents, employees, invitees, guests or tenants. In all events, and notwithstanding any language in this License Agreement, Licensor does not waive in any fashion governmental immunity.

8. VENUE AND CHOICE OF LAW. This Agreement is entered into in Gunnison County, Colorado and it is agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado. The exclusive choice of law pertaining to this transaction shall be that of the State of Colorado without giving effect to Colorado choice of law principles.

9. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and assigns unless or until terminated as provided in this Agreement.

LICENSOR:

BOARD OF COUNTY COMMISSIONERS
COUNTY OF GUNNISON, COLORADO

By_____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

LICENSEE:

By: _____
Ahren Cattles

ATTEST:

_____
Secretary