

**TOWN OF SNOWMASS VILLAGE  
RIGHT OF WAY LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** is made and entered into by and between the Town of Snowmass Village, a Colorado home rule municipal corporation, whose address is P.O. Box 5010, Snowmass Village, Colorado 81615, hereinafter referred to as the "Town", and Base Village Metropolitan District No. 1, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is C/O White, Bear & Ankele Professional Corporation, 1805 Shea Center Drive, Suite 100, Highlands Ranch, Colorado 80129, hereinafter referred to as the "Licensee".

**W I T N E S S E T H:**

WHEREAS, the Town owns and operates a public road system within Snowmass Village, Colorado; and

WHEREAS, Licensee is the owner of certain real property situate in the Town of Snowmass Village, County of Pitkin, State of Colorado, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, the Licensee desires to construct certain improvements on a portion of the right of way of the public road system owned by the Town; and

WHEREAS, the Town has agreed to the installation of the improvements under the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. License. Licensee is hereby authorized to install certain improvements as more particularly described as follows:

**Bridge Easement Wood Road over Skiway 2-1 in Town of  
Snowmass Village Right of Way**

2. Term. This License shall be perpetual and non-exclusive. Upon the abandonment of the improvements, this License shall terminate, the Licensee shall discontinue all utilization of the area described in attached Exhibit "A" and shall return it to the condition which existed prior to the exercise of Licensee's rights described herein. The Town may, at the Town's sole option in the event of such abandonment of the improvements by Licensee and subsequent termination, require that all or a portion of the improvements remain, in which case such improvements shall become the sole and separate property of the Town.

RECEPTION#: 551366, 07/24/2008 at  
02:08:46 PM,  
1 OF 6, R \$31.00 Doc Code RIGHT OF  
WAY  
Janice K. Vos Caudill, Pitkin County, CO

3. Permit Obtained. Licensee has obtained all applicable permits from the Town prior to commencement of construction of the improvements, including without limitation all permits required to be obtained by the Town Community Development Department.

4. Maintenance. The Town shall maintain the improvements in good repair. No alteration or addition to the improvements is authorized by the Town.

5. Run With The Land. It is the intention of the parties that this License shall run with the land.

6. Binding. This License shall be binding upon and inure to the benefit of the Town and the Licensee, and their respective successors and assigns.

7. Town Attorneys' Fees. In the event litigation is necessary to enforce the rights of the Town under this License, the Town shall be entitled to reimbursement of its attorneys' fees and costs actually incurred, as part of the judgment or award by the Court.

8. Complete Agreement. This License constitutes the entire and complete agreement of the parties on the subject matter dealt with herein. No promise or undertaking has been made by any party, and no understanding exists with respect to the transaction herein contemplated, except as expressly set forth herein. All prior and contemporaneous negotiations and understandings between the parties are embodied and merged into this License. Any modification or amendment must be in a written form and executed in the same manner as this License.

**IN WITNESS WHEREOF**, the Town has caused its name to be hereunto subscribed by its Town Manager, and Licensee has executed this License Agreement.

6/30/08  
Date

**TOWN OF SNOWMASS VILLAGE**  
By: [Signature]  
Russell W. Forrest, Town Manager

1/23/08  
Date

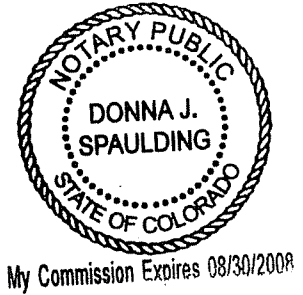
**BASE VILLAGE METROPOLITAN DISTRICT NO. 1**  
[Signature]  
Shawn Gleason, President

ATTEST:  
[Signature]

B. Joseph Krabacher, Secretary

ACKNOWLEDGMENT

STATE OF COLORADO )  
                                                  ) ss.  
COUNTY OF PITKIN        )



The foregoing License Agreement was acknowledged before me on 6/30/08 by Russell W. Forrest as Town Manager of the Town of Snowmass Village, a Colorado home rule municipal corporation.

WITNESS MY HAND AND OFFICIAL SEAL.  
My commission expires:

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

STATE OF COLORADO )  
                                                  ) ss.  
COUNTY OF PITKIN        )

The foregoing License Agreement was acknowledged before me on 1/23/08 by Shawn Gleason, as President, and B. Joseph Krabacher, as Secretary, of Base Village Metropolitan District No. 1.

WITNESS MY HAND AND OFFICIAL SEAL.  
My commission expires: 10/6/2010

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

After Recording Return To:

R. Hunt Walker, Public Works Director  
Town of Snowmass Village  
Post Office Box 5010  
Snowmass Village, Colorado 81615-5010

# EXHIBIT A

## LICENSE AGREEMENT 2-1 SHEET 1

### BRIDGE LICENSE AGREEMENT

AN EASEMENT, OVER AND ACROSS WOOD ROAD, BASE VILLAGE P.U.D. RECEPTION NO. 520483, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 86 WEST OF THE 6TH P.M., TOWN OF SNOWMASS VILLAGE, COUNTY OF PITKIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 10, SOUTH RANGE 86 WEST OF THE 6TH P.M. FROM WHICH THE WITNESS CORNER TO THE WEST 1/4 CORNER OF SAID SECTION 1 BEARS A PLATTED BEARING OF N00°01'31"E, A DISTANCE OF 2703.93 FEET (N00°02'04"E, A DISTANCE OF 2703.87 FEET MEASURED); THENCE N33°18'03"E TO THE SOUTHERLY CORNER OF LOT 1 INTERSECTING THE NORTHERLY WOOD RD ROW, A DISTANCE OF 2156.60 FEET; THENCE N52°32'19"E, A DISTANCE OF 721.70 FEET TO THE SOUTHERLY WOOD RD ROW SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS BRIDGE EASEMENT DESCRIPTION; THENCE ALONG SAID SOUTHERLY WOOD RD ROW ALONG THE FOLLOWING CURVE AND COURSE:

A NONTANGENTIAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12°25'47", A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 58.57 FEET, A CHORD BEARING OF N67°33'55"W AND A CHORD DISTANCE OF 58.46 FEET;

N73°46'49"W, A DISTANCE OF 54.81 FEET;

THENCE DEPARTING SAID SOUTHERLY WOOD ROW AND ALONG THE FOLLOWING COURSES AND CURVES:

N16°13'11"E, A DISTANCE OF 14.17 FEET;

S73°46'49"E, A DISTANCE OF 15.00 FEET;

N60°23'03"E, A DISTANCE OF 41.76 FEET;

A NONTANGENTIAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 4°54'44", A RADIUS OF 319.95 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N77°55'21"W AND A CHORD DISTANCE OF 27.42 FEET ;

N73°52'01"W, A DISTANCE OF 94.15 FEET;

N16°07'59"E, A DISTANCE OF 17.00 FEET;

S73°52'01"E, A DISTANCE OF 71.97 FEET;

A NONTANGENTIAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°36'01", A RADIUS OF 339.95 FEET, AN ARC LENGTH OF 92.56 FEET, A CHORD BEARING OF S75°58'07"E AND A CHORD DISTANCE OF 92.27 FEET TO THE NORTHERLY WOOD RD ROW;

THENCE ALONG SAID NORTHERLY WOOD RD ROW ALONG THE FOLLOWING COURSE AND CURVE:

S16°24'50"E, A DISTANCE OF 5.31 FEET;

A NONTANGENTIAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17°28'41", A RADIUS OF 330.00 FEET, AN ARC LENGTH OF 100.67 FEET, A CHORD BEARING OF S58°59'18"E AND A CHORD DISTANCE OF 100.28 FEET;

THENCE DEPARTING SAID NORTHERLY WOOD ROW AND ALONG THE FOLLOWING COURSES AND CURVE:

S39°39'28"W, A DISTANCE OF 12.00 FEET;

N41°58'35"W, A DISTANCE OF 7.55 FEET;

A NONTANGENTIAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°29'23", A RADIUS OF 145.00 FEET, AN ARC LENGTH OF 39.20 FEET, A CHORD BEARING OF N50°45'33"W AND A CHORD DISTANCE OF 39.08 FEET;

S60°23'03"W, A DISTANCE OF 51.62 FEET;

S58°09'25"E, A DISTANCE OF 11.86 FEET;

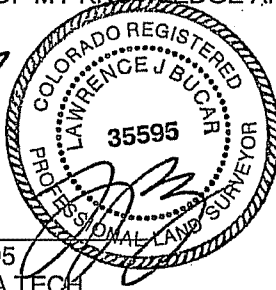
S31°50'35"W, A DISTANCE OF 7.18 FEET TO THE POINT OF BEGINNING, SAID BRIDGE EASEMENT DESCRIPTION CONTAINS 8,640 SQ. FT. OR 0.20 ACRES MORE OR LESS.

LICENSE AGREEMENT 2-1  
SHEET 2

SURVEYOR'S CERTIFICATE:

I, LAWRENCE J. BUCAR, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO,  
HEREBY CERTIFY THAT THE LAND SURVEY INFORMATION SHOWN HEREON IS TRUE  
AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: *Dec 27, 2007*

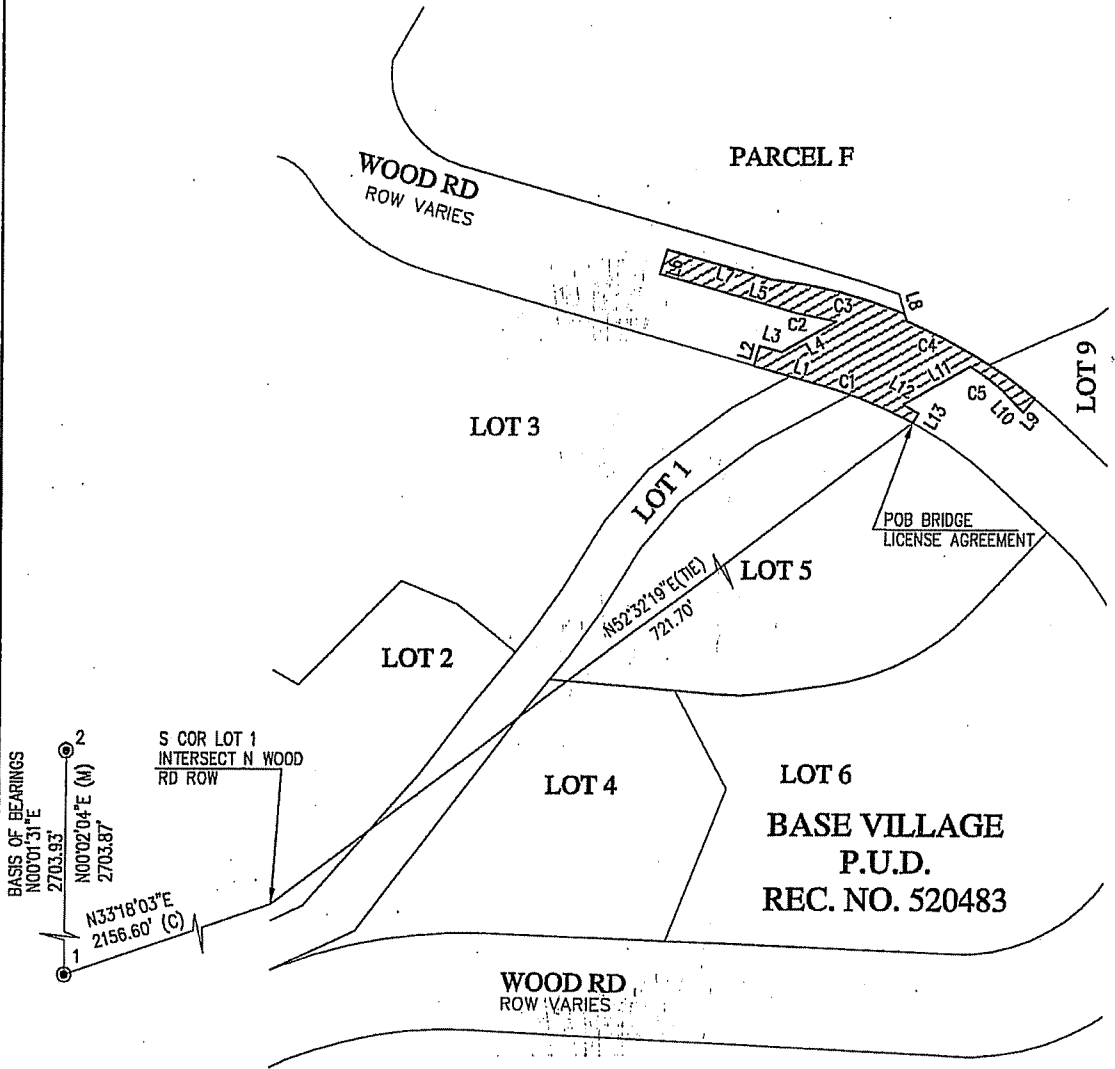


LAWRENCE J. BUCAR, PLS 35595  
FOR AND ON BEHALF OF TETRA TECH

# BASE VILLAGE BRIDGE LICENSE AGREEMENT

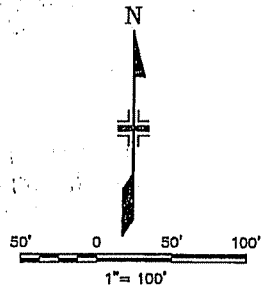
LOCATED IN THE SW 1/4 OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 86 WEST OF THE 6TH P.M.  
TOWN OF SNOWMASS VILLAGE, COUNTY OF PITKIN, STATE OF COLORADO

## LICENSE AGREEMENT 2-1



LINE	BEARING	DISTANCE
L1	N73°46'49"W	54.81'
L2	N16°13'11"E	14.17'
L3	S73°46'49"E	15.00'
L4	N60°23'03"E	41.78'
L5	N73°52'01"W	94.15'
L6	N16°07'59"E	17.00'
L7	S73°52'01"E	71.97'
L8	S16°24'50"E	5.31'
L9	S39°39'28"W	12.00'
L10	N41°58'35"W	7.55'
L11	S60°23'03"W	51.62'
L12	S58°09'25"E	11.86'
L13	S31°50'35"W	7.18'

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CH DIST
C1	12°25'47"	270.00'	58.57'	N67°33'55"W	58.46'
C2	4°54'44"	319.95'	27.43'	N77°55'21"W	27.42'
C3	15°36'01"	339.95'	92.56'	S75°58'07"E	92.27'
C4	17°28'41"	330.00'	100.67'	S58°59'18"E	100.28'
C5	15°29'23"	145.00'	39.20'	N50°45'33"W	39.08'



### LEGEND

- (M) MEASURED VALUE
- (C) CALCULATED VALUE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING

- 1 POC: SW COR SEC 1 T 10S R 86W, FOUND 2-3/4" METAL CAP ON PIPE STAMPED "US GENERAL LAND OFFICE SURVEY S2 S1 S11 S12 1930"
- 2 WITNESS COR TO W 1/4 COR SEC 1 AND 2 T 10S R 86W FOUND 2-1/2" METAL CAP ON PIPE STAMPED "US GENERAL LAND OFFICE SURVEY S2 S1 1/4 WC 1930"



**TETRA TECH**  
410 S French Street, P.O. Box 1659,  
Breckenridge CO 80424 TEL. 970 453-6394  
Fax 970 453-4579

DRAWN BY: LAW      CHECKED BY: LJB  
SCALE: 1"=100'      DATE: DEC 14, 2007

P: PROJECTS - SURVEY/LAND PROJECTS  
R2\5058-021-00 SNOWMASS CONDO  
MAPS\EASEMENTS\BRIDGE EASE 2-1.DWG  
PROJECT #: 5384.001.85 2007 METRO DISTRICT Easement