

**AGREEMENT AND RELEASE OF LIABILITY  
REGARDING STREETS, GUTTERS AND SWALES**

1. **PARTIES.** The parties to this Agreement and Release of Liability Regarding Streets, Gutters and Swales (“Agreement”) are \_\_\_\_\_ (hereinafter “Owner”), and Dancing Willows Metropolitan District (hereinafter “District”).
  
2. **RECITALS AND PURPOSE.** The Owner is the owner of certain real property located at \_\_\_\_\_ (the “Property”). The Owner’s Property is adjacent to a street, curb, gutter, or swale (collectively the “Swale”) owned by the District. The parties agree that the primary purpose of the Swale is to provide drainage and transition from the streets to the adjacent areas. The Owner desires here to provide a ramp across the Swale in order to better access the Owner’s Property, and to release the District from any and all liability regarding such ramp.

Now, therefore, in consideration of the mutual promises contained in this Agreement, the parties covenant and agree to the terms and conditions set forth in the following paragraphs.

3. **CONSENT TO PLACE RAMP.** The Board hereby provides written consent to Owner, pursuant to the District’s Resolution No. 2015, for Owner to place a temporary Bridjit Curb Ramp (or equivalent) across the District’s Swale at the entrance into Owner’s garage on the Property.
  
4. **NO PERMANENT CONSTRUCTION.** The Owner shall not construct, and the Board shall not permit the construction of any permanent ramp across the Swale. Further, the Owner will not divert the flow of water and drainage in the Swale, and if any diversion of drainage water results from Owner’s placing of the ramp as described in paragraph 3 above, Owner will assume all resulting liability and will indemnify the District for any and all resulting damage as further described in this Agreement. In the event Owner constructs a permanent ramp without the District’s permission, or diverts the flow of water as described herein, District may remove such ramp or obstruction from the Swale at the Owner’s expense.
  
5. **RELEASE OF LIABILITY AND INDEMNIFICATION.** Owner hereby forever releases and holds harmless the District, its board of directors, agents and employees from and against any and all loss, claims, actions, damages, liability and expenses, personal injury, and damage to property arising from Owner’s placement of the ramp across the Swale as identified in this Agreement. In case any claim, demand, action, or proceeding is made or brought against the District, its board of directors, agents, or employees, by reason of any obligation on Owner’s part to be performed under the terms of this Agreement or arising from any act of negligence of Owner or its agents or employees, or which gives rise to Owner’s obligation to indemnify the District, Owner shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys’ fees incurred in defending or prosecution of the same, as applicable.
  
6. **AGREEMENT SHALL RUN WITH THE LAND.** This Agreement shall be a servitude running with the land of the Property of the Owner, and shall be recorded in the real property records of the Jefferson County Clerk and Recorder, so that this Agreement encumbers the title of the current Owner and their successors, heirs and assigns.
  
7. **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional

documents and to take any additional action necessary to carry out this Agreement.

8. **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.
9. **ATTORNEYS' FEES.** If any party breaches this Agreement, the breaching party shall pay all of the non-breaching party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.
10. **IMMUNITIES PRESERVED.** It is the intention of the parties that this Agreement shall not to be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunity Act, Section 24-10-101 and following, Colorado Revised Statutes.
11. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, heirs and assigns; provided, however, that nothing contained in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise specifically authorized in this Agreement.
12. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Colorado.
13. **COUNTERPARTS.** This Agreement may be executed in several counterparts and, as so executed, shall constitute one Agreement, binding on all the parties even though all the parties have not signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument for all purposes.
14. **SEVERABILITY.** If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

**DANCING WILLOWS METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Secretary

**OWNER**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Property Address: \_\_\_\_\_