

**LICENSE AGREEMENT TO CONDUCT FIRE MITIGATION WORK  
SAMPSON ROAD SHADED FUELBREAKS**

This License Agreement to Conduct Fire Mitigation Work (the "Agreement") is entered into \_\_\_\_\_, 201\_\_ between Jefferson County, a political subdivision of the State of Colorado on behalf of the Sheriff's Office (the "County") and \_\_\_\_\_ (the "Owner").

The Owner is the legal and equitable holder of record of certain real property with a street address of \_\_\_\_\_ (the "Property"). The County has offered to conduct fire mitigation work on the Property, and the Owner is desires to allow the County to conduct such fire mitigation work on the Property.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

1. **License.** The Owner hereby grants the County a license to enter upon the Property in order to conduct fire mitigation work. This license to access the Property shall remain in full force and effect until the County has completed such fire mitigation work but in any event no later than September 30, 2011. "Fire mitigation work" includes, but is not limited to, use of chainsaws, brush saws, pruners, handtools, ATVs, brush chippers, prescribed fire burns, and pickup trucks to cut down and chip or remove live and dead vegetation. All fire mitigation work will occur within areas designated by the County and the Owner.
2. **Costs.** All such fire mitigation work shall be conducted at the sole cost and expense of the County and its authorized agents.
3. **No Warranties.** The County makes NO WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) in connection with fire mitigation work conducted by the County. All such work shall be provided AS IS, WHERE IS.
4. **Indemnification & Release.** In consideration of the County's efforts to conduct fire mitigation work on the Property, the Owner on behalf of itself and its successors, heirs, representatives, executors and assigns hereby, jointly and severally, remises, releases, holds harmless, indemnifies and forever discharges the County and its employees and agents from and against any claims, demands, actions, liens, rights, debts, liabilities, judgments, costs (including attorneys' fees) arising out of or relating to the County's fire mitigation work. Further, the Owner on behalf of itself and its successors, heirs, representatives, executors and assigns hereby, jointly and severally, covenants and agrees that he/she waives all claims and causes of action against the County and its employees and agents in connection with such fire mitigation work. This provision shall survive the termination of this Agreement.
5. The Owner acknowledges and agrees that he/she has read this Agreement and understands the terms used in it and their legal significance. The Owner acknowledges that he/she has freely and voluntarily entered into this Agreement as of the date set forth above.

\_\_\_\_\_  
Signature

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