



TOWN OF CASTLE ROCK RELEASE (CHASE DRAIN PROGRAM)

This Release ("Release") is entered into by and between the Town of Castle Rock, a home rule municipal corporation, 100 N. Wilcox St., Castle Rock, Colorado 80104 ("Town"), and _____ ("Homeowner(s)"), whose address is _____. Town and Homeowner(s) are collectively referred to herein as the "Parties," and may be individually referred to herein as a "Party."

RECITALS

WHEREAS, the Homeowner(s) owns certain real property located within the incorporated boundaries of the Town, legally described as _____ ("Property"); and

WHEREAS, the Homeowner(s) desires to hire a licensed contractor to install a chase drain and curb/sidewalk cut ("Improvements") to allow for the drainage of water from the Property; and

WHEREAS, the Homeowner(s) acknowledges and agrees that the installation of the Improvements shall be completed at the sole cost and expense of the Homeowner(s) and all work associated therewith shall be performed in adherence to the Castle Rock Municipal Code and compliance with all applicable Town requirements and standards for such Improvements; and

WHEREAS, the Parties agree that (i) the Town is not obligated to install the Improvements, and (ii) following completion of installation of the Improvements, the Homeowner(s) shall be responsible for any and all responsibility associated with the Improvements (including, without limitation, all maintenance, repair, and or replacement of the Improvements), at the sole cost and expense of the Homeowner(s).

TERMS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above are expressly incorporated and made a part hereof.
2. **Improvements.** Homeowner(s) expressly agrees and warrants that the installation, maintenance, repair, and or replacement of the Improvements on the Property shall be at the sole cost and expense of Homeowner(s). Homeowner(s) shall comply with all Town rules, regulations, procedures, permit processes, and federal, state and municipal code requirements related to the installation, maintenance, repair, and or replacement of the Improvements. Homeowner(s) shall allow Town to access, monitor, and inspect the installation, maintenance, repair and or replacement of the Improvements.
3. **Release.** Homeowner(s), on behalf of themselves, their respective heirs, successors and assigns, and for anyone claiming by or through them, do hereby release and forever discharge the Town, and its council members, commissioners, officials, officers, directors, agents, employees, assigns, insurers, volunteers, and representatives, from and against any and all claims, cross-claims, counterclaims, demands, causes of action (at law, in equity or otherwise), rights of action and remedies of any nature whatsoever, whether known or unknown, and which are in any way related

to the Improvements, including but not limited to installation, maintenance, repair and or replacement of the Improvements and the components thereof, and any claims which may have arisen, or do arise from time to time, in any way therefrom.

4. **Indemnification.** Homeowner(s) expressly agrees to indemnify, defend and hold harmless the Town and or any of its council members, commissioners, officials, officers, directors, agents, and employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Homeowner(s) or any of their contractors or agents in connection with the performance of Homeowner(s)' responsibilities under this Release. In the event that any such suit or action or claim or loss is brought against or incurred by the Town, the Town will give notice within ten (10) days thereof to Homeowner(s). These defense and indemnification obligations shall survive the termination of this Release.
5. **Release Shall Run with the Land.** This Release, and the rights and responsibilities set forth herein, as may be amended, are intended to be covenants on the Property, and shall run with the land and shall continue in full force and effect unless amended or terminated by separate written agreement between the Town, its successors and assigns, and Homeowner(s), their successors and assigns. This Release shall be recorded by the Town with the Douglas County Clerk and Recorder and shall be binding and enforceable upon the assigns and successors of the Parties.
6. **No Waiver of Governmental Immunity.** The Parties understand and agree that the Town, its council members, commissioners, officials, officers, directors, agents, and employees are relying on, and do not waive or intend to waive by any provision of this Release, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its council members, commissioners, officials, officers, directors, agents, and employees.
7. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Release, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Homeowner(s), and nothing contained in this Release shall give or allow any such claim or right of action by any other third party on such Release. It is the express intention of the Parties that any person other than the Town or Homeowner(s) receiving benefits under this Release shall be deemed to be an incidental beneficiary only.
8. **Remedies.** A waiver by any Party to this Release of the breach of any term or provision of this Release shall not operate or be construed as a waiver of any subsequent breach by either Party. Any breach of this Release shall give rise to the non-breaching Party's right to bring an action against the breaching Party for injunctive or other equitable relief and/or damages. In the event of such action, the prevailing Party shall be entitled to recover its reasonable attorney's fees from the other Party.
9. **Additional Documents and Entire Agreement.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Release. Further, this Release represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Release may be amended only by an instrument in writing signed by the Parties. If any provision of this Release is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Release shall continue in full force and effect, per the Parties' intent that the provisions herein are severable.



10. **Venue and Choice of Law.** Venue for all legal actions arising under or associated with this Release shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and municipal code, rules, and regulations of the Town.
11. **Notice.** Any notice required or permitted by this Release shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the first page of this Release, or at such other address as has been previously furnished in writing to the other Party or Parties. Such notice shall be deemed given when deposited in the United States mail.
12. **Authority, Counterparts, and Electronic Signatures.** Homeowner(s) represents and warrants to the Town that Homeowner(s) is the record owner(s) of the Property and has the power and authority to enter into this Release for the stated purpose herein. Further, the individuals executing this Release represent that they are expressly authorized to enter into this Release and sign on behalf of the Town and Homeowner(s). This Release may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail. Each Party agrees that this Release and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Release or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Release shall be effective upon the execution of the Release by all Parties hereto, and shall remain in full force and effect thereafter in perpetuity, unless the Release is amended or terminated in writing by all Parties.
13. **Headings for Convenience.** The headings in this Release are inserted for convenience of reference only, and shall be no effect in the construction or interpretation of this Release.

[SIGNATURE PAGES TO FOLLOW]



This Release is executed and made effective as provided above.

ATTEST

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

David L. Corliss, Town Manager

Approved as to form:

Approved as to content:

Kaitlin Parker, Assistant Town Attorney

Mark Marlowe, Director of Castle Rock Water

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day _____ of _____, 20__, by Lisa Anderson, in her capacity as the Town Clerk, and by David L. Corliss, in his capacity as Town Manager for the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: _____.

(S E A L)

Notary Public

[SIGNATURE PAGES CONT.]



HOMEOWNER(S):

By: _____
(Signature)

(Print Name)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____.

Witness my official hand and seal.

My commission expires: _____

(S E A L)

Notary Public

If there is more than one Homeowner, use this additional signature line:

By: _____
(Signature)

(Print Name)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____.

Witness my official hand and seal.

My commission expires: _____

(S E A L)

Notary Public