

COUNTY COMMONS NATURAL SURFACE TRAIL CONNECTION LICENSE AGREEMENT

THIS PRA THROUGH COUNTY COMMONS NATURAL SURFACE TRAIL CONNECTION LICENSE AGREEMENT (“**Agreement**”) is dated April 9, 2024 and is between SUMMIT COUNTY GOVERNMENT (“**Licensor**”) and TOWN OF FRISCO, a Colorado municipal corporation (“**Licensee**”). Licensor and Licensee are each a “**Party**”, and are collectively the “**Parties**.”

Background

Licensor owns the subject property in T-5, R-78W, Sec. 36, Qtr. 3 LKA Part of Govt. Lots 11, 13, and 15 (Sch. No. 6512491) in Summit County, Colorado (“**Licensor’s Property**”) a portion which is depicted in **Exhibit A** attached hereto, and incorporated herein by reference. Licensee wants to obtain a revocable license to construct and maintain a new natural surface trail on the Property. Licensor has agreed to grant Licensee a non-exclusive personal, fully revocable privilege to use Licensor’s Property in accordance with, and subject to, the terms, conditions and limitations in this Agreement.

Licensor will allow Licensee to construct and maintain a natural surface trail from the paved Recpath spur near the tunnel under Hwy 9 to the Existing Recpath Spur to the south of the County Commons parking lot, herein referred to as the “**Trail**” as shown on Exhibit A, and subject to the terms and conditions of this Agreement.

Agreement

The Parties agree as follows:

1. **Grant of License.** Licensor grants to the Licensee the personal privilege and permission to enter Licensor’s Property to construct and maintain the Trail.
2. **Access.** Licensee may access the Property from the County Commons Parking Lot or the underpass.
3. **Term.** This Agreement and the license granted to Licensee commences as of the date of this Agreement and continues for a period of 20 years unless terminated in accordance with the terms of this Agreement.
4. **Licensor’s Right to Review and Approve Work.** The Trail will be constructed according to the following standards: a natural surface trail no more than 18” in width and generally in the location as mutually agreed upon by the Parties as depicted in Exhibit A. Licensor may approve, deny, or conditionally approve modification to the Trail in its sole and absolute discretion.

5. **Use of County property for vehicle parking and light storage.** Licensee may utilize the County Commons Parking Lot for vehicle parking to access the trail during construction and maintenance. Licensee may not store tools or materials in the parking lot but may utilize the natural surface area near and adjacent to the trail for storage of such items.
6. **Improvement Become Licensor's Property.** All improvements made to the Licensor's Property by Licensee will become the Licensor's property upon incorporation of such improvements into the existing trails and roads located on the Licensor's Property.
7. **Cost of Construction.** Licensee will assume all costs associated with construction of the Trail pursuant to this Agreement.
8. **Means of Trails Construction.** Licensor has the right to review and approve the means and methods to be used by Licensee to install the Trail upon Licensor's Property pursuant to this Agreement. The Trail may be built using machine or hand tools. The final tread shall not exceed 18".
9. **Maintenance.** The Trail will be maintained by Licensee at all times. Licensee will pay for or perform all required maintenance of the Trail at its sole expense pursuant to this Agreement.
10. **Licensor's Right to Require Closure of Trails(s).** Without terminating this Agreement Licensor, in its sole and absolute discretion, may close or require Licensee to temporarily close the Trail. Licensee will close any trail within such reasonable period of time as Licensor may establish.
11. **Damage.** Should Licensee cause any damage to the Property or areas immediately adjacent to the Site during the exercise of the rights granted herein, Licensee shall restore such damaged area(s) to a condition substantially similar to its original level and condition.
12. **Future Uses on the Property.** The Licensee acknowledges that the Licensor has sole discretion concerning the future development of the Property and the Trail may be abandoned with neither compensation nor guarantee of relocation at which point this agreement will terminate.
13. **No Interest in Land.** This Agreement does not create an interest or estate in Licensee's favor in Licensor's Property. Licensor retains legal possession of the full boundaries of its property, and this Agreement merely grants to Licensee the personal privilege to use Licensor's Property in strict compliance with the terms of this Agreement. This Agreement does not create an assignment coupled with an interest in favor of Licensee. Any time, money, or labor expended by Licensee will be at Licensee's own risk and peril.
14. **Limited Scope of License.** The license granted to the Licensee by this Agreement is limited in scope to the construction, maintenance, use and repair of the Trail that is

approved by Licensor. Licensee may not alter or change Licensee's use of Licensor's Property pursuant to this Agreement. Licensee shall take no action that limits or restricts operation of the trails on either side of the subject trail including but not limited to closure of the adjacent trails without prior express permission of the Licensor.

15. **Non-Transferability of License.** The license granted to Licensee by this Agreement is a mere personal privilege and is neither transferable nor assignable by Licensee. Any attempt by Licensee to assign or transfer the license is a nullity and of no force and effect whatsoever.
16. **Termination.** This Agreement and the license granted to Licensee by this Agreement will terminate sixty (60) days after written notification of termination is provided by the Licensor to Licensee. The sixty (60) day notice provision established by this Section is acknowledged by Licensee to be reasonable. Such notice may be given at any time by the Licensor in its sole and absolute discretion. Licensee will close and decommission all trails from Licensor's Property within such reasonable period of time as Licensor may establish.
17. **Insurance.** Licensee will obtain and maintain at all times during the term of this Agreement, at Licensee's sole cost, general liability insurance with combined single limits of coverage of not less than \$1,200,000.
18. **Indemnification.** Licensee will indemnify and defend Licensor from any claim, loss, or damage to any person or property (including attorney's fees) that is caused by the Licensee's use of the Licensor's Property pursuant to this Agreement; provided, however, Licensee is not required to indemnify Licensor to the extent a claim, loss, or damage is caused by the negligence or other fault of Licensor. The indemnity obligation of this Section will survive the termination of this Agreement and be fully enforceable thereafter.
19. **Notices.** All notices required or permitted under this Agreement must be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies, directed as follows:

If intended for Licensor, to:

Open Space and Trails Department
37 Peak One Drive, PO Box 5660
Frisco, CO 80443
Attn: Director
Phone: 970-668-4060
Email: openspace@summitcountynyco.gov

with a copy in each case (which will not constitute notice) to:

Board of County Commissioners
P.O. Box 68
Breckenridge, Colorado 80424
Attn: County Manager
Telephone number: (970)453-3404
Email: boccc@summitcountyco.gov

And to:

Jeff Huntley, Esq.
Summit County Attorney
P.O. Box 68
Breckenridge, Colorado 80424
Telephone number: (970)453-3407
Email: jeffrey.huntley@summitcountyco.gov

If intended for Licensee, to:

Town of Frisco
P.O. Box 2380
Breckenridge, Colorado 80424
Attn: Town Manager
Telephone number: (970) 668-9123

Any notice delivered by mail in accordance with this Section will be effective on the third business day after having been deposited in any post office or postal box regularly maintained by the United States Postal Service. Any notice delivered by telecopier in accordance with this Section will be effective upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone and a copy of the notice is sent by certified mail, return receipt requested, on the same day to the intended recipient. Any notice delivered by hand or commercial carrier will be effective upon actual receipt. By notice given as provided above any Party may change the address to which future notices may be sent. E-mail is not a valid means of giving notice under this Agreement.

20. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
21. **Modification.** This Agreement may be modified or amended only by a duly authorized written instrument executed by all of the Parties. Oral amendments to this Agreement are not permitted.
22. **Section Headings.** Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

23. **Governmental Immunity.** Each Party is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, (Section 24-10-101, et seq., C.R.S.), as from time to time amended, or any other limitation, right, immunity or protection otherwise available to the Parties, their officers, agents, representatives, or employees.
24. **Applicable Law.** This Agreement is to be interpreted in all respects in accordance with the laws of the State of Colorado.
25. **Waiver.** The failure of any Party to exercise any of its rights under this Agreement is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.
26. **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
27. **No Adverse Construction.** All Parties had the opportunity to participate in the drafting of this Agreement. This Agreement is not to be construed against any Party based upon authorship.
28. **Authority.** The individuals executing this Agreement on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Agreement and to bind such Party to fully perform the obligations set forth in this Agreement.
29. **No Recording.** This Agreement **MAY NOT** be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.

BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO

By: _____
Dave Rossi, County Manager

STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024
by Dave Rossi as County Manager of Summit County, Colorado.

My commission expires _____, _____. Witness my hand and official seal.

Notary Public

TOWN OF FRISCO, a Colorado municipal corporation

By: _____
Thomas C. Fisher, Town Manager

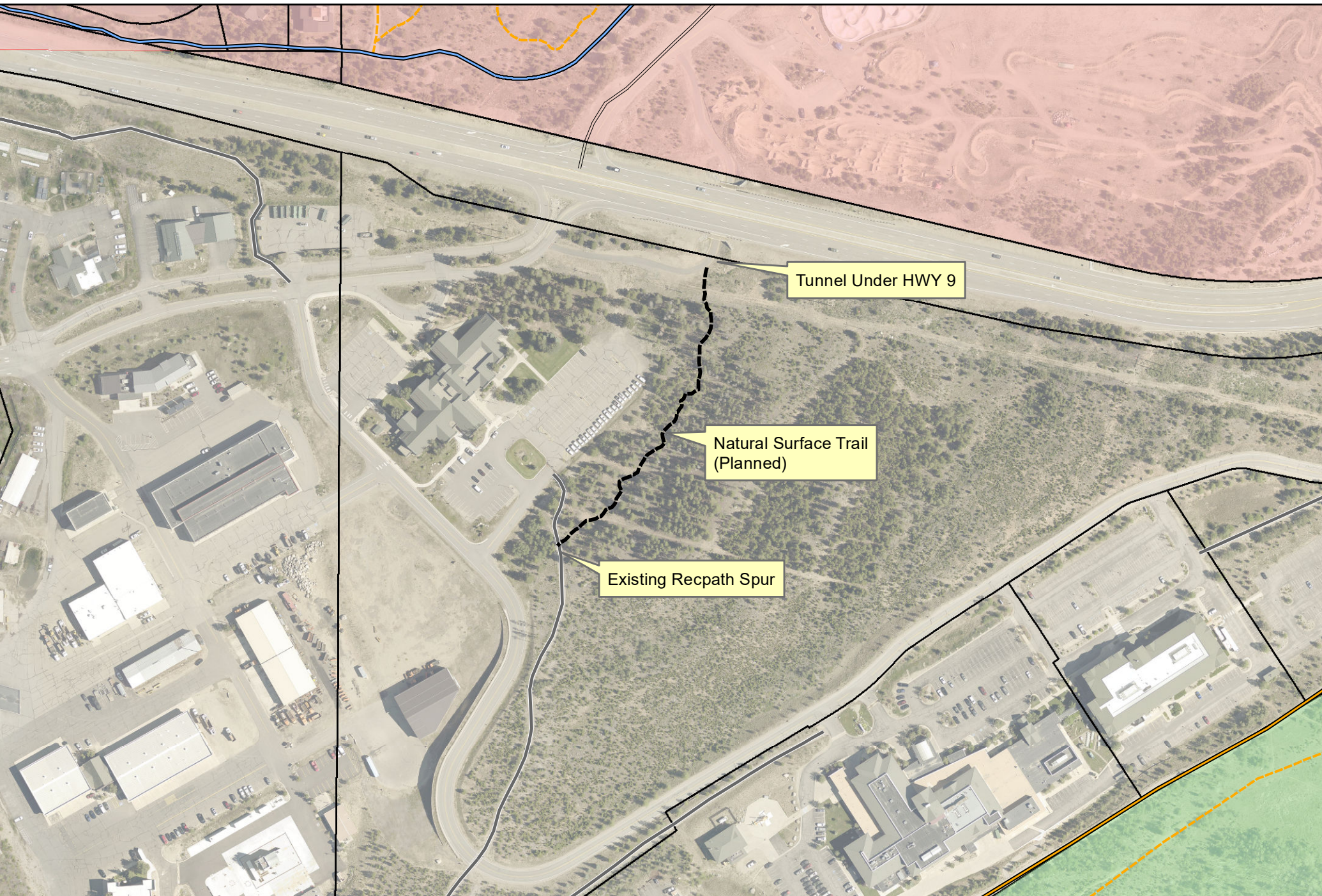
STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this 9th day of April, 2024, by Thomas C. Fisher, as Manager of the Town of Frisco, Colorado.

My commission expires _____, _____. Witness my hand and official seal.

[SEAL]

Notary Public



DISCLAIMER: This map is for planning and conceptual purposes only and is not accurate to survey or National Mapping Accuracy standards. Do not use for legal conveyance.

Exhibit A:
Natural Surface Trail
Approximate Location

