

### **THIRD AMENDMENT TO FRISCO MARINA CONCESSIONAIRE AGREEMENT AND LICENSE**

**THIS THIRD AMENDMENT TO FRISCO MARINA CONCESSIONAIRE AGREEMENT AND LICENSE** (this "Third Amendment"), is made and entered into as of this 12<sup>th</sup> day of April, 2022, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation ("Frisco") and the Frisco Rowing Center at Lake Dillon, a Colorado 501(c)3 Corporation d/b/a Frisco Rowing Center ("Concessionaire")

**WHEREAS**, Frisco and Concessionaire entered into that certain Frisco Marina Concessionaire Agreement and License dated May 24, 2016; and

**WHEREAS**, Frisco and Concessionaire entered into that certain First Amendment to Frisco Marina Concessionaire Agreement and Lease dated May 22, 2018 ("First Amendment"); and

**WHEREAS**, Frisco and Concessionaire entered into that certain Second Amendment to Frisco Marina Concessionaire Agreement and Lease dated May 12, 2020 ("Second Amendment"); and

**WHEREAS**, Frisco and Concessionaire desire to amend the terms of the Agreement as set forth in this Third Amendment;

**NOW THEREFORE**, in consideration of the foregoing and of the following mutual covenants and conditions Frisco and Concessionaire agree that this Third Amendment shall amend the Agreement as follows:

1. That section 4 of the Agreement is hereby amended so as to read in its entirety as follows:

4. Term, Possession and Interest. The term of this Agreement (the "Term of this Agreement") shall be from the date first written above to October 31, 2022. Thereafter the term of this agreement will be renewed for two (2) successive one-year renewal terms unless, not less than 30 days prior to the end of the initial term or any renewal term, the Concessionaire or the Town provides written notice to the other party of its desire to terminate this Agreement, which notice shall cause this Agreement to terminate at the end of the then-current term or renewal term. The initial term of this Agreement together with any automatic renewal term of this Agreement is referred to herein as the "Term of this Agreement."

This Agreement merely grants to the Concessionaire the personal privilege to use the property in strict accordance with the terms of this Agreement. This Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the concessionaire. Concessionaire shall expend any time, money or labor upon the property at Concessionaire's own risk and peril.

2. Except as otherwise provided in this Third Amendment, all capitalized terms used in this Third Amendment shall have the same meaning as provided in the Agreement.
3. Except as expressly amended by this Third Amendment, the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

TOWN OF FRISCO, a Colorado municipality

CONCESSIONAIRE:  
Frisco Rowing Center

By \_\_\_\_\_  
Hunter Mortensen, Mayor

By \_\_\_\_\_  
Jan Degerberg, President

Attest:

\_\_\_\_\_  
Deborah Wohlmuth, Town Clerk