

Laurie and Rob Huggins  
414 8<sup>th</sup> Avenue  
Frisco, CO 80443  
10/21/2020

Town of Frisco  
RE: Frisco Alley Irrevocable License for the benefit of 414 S. 8<sup>th</sup> Avenue

As the owner of 414 8<sup>th</sup> Avenue, we are the successor Licensees of a Revocable License (see attached) granted by Frisco in 2004.

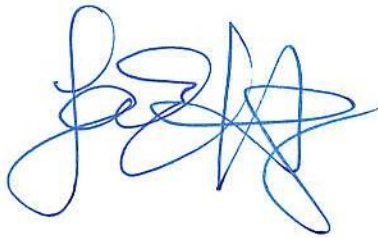
It appears the Frisco Alley is the only public right-of-way that gives access to the platted lot owned by Lawrence Feldman. We have discussed with Mr. Feldman his possible plans to develop the property under allowable town guidelines and code, and to use the Frisco Alley for ROW access.

In exchange for a \$5,000 payment by Mr. Feldman to be applied toward improvements on 414 8<sup>th</sup> Avenue we have agreed to terminate and relinquish the existing Revocable License to avoid a more complicated town process.

Sincerely,



Laurie and Rob Huggins





## REVOCABLE LICENSE and MAINTENANCE AGREEMENT

THIS REVOCABLE LICENSE and MAINTENANCE AGREEMENT ("Agreement") is made and entered into on 20 July 04, 2004, by and between the TOWN OF FRISCO, COLORADO ("Town"), and John Fayhee ("Owner").

The Town hereby grants to Owner a revocable license to occupy and use, subject to all of the terms and conditions of this Agreement, that portion of the Town right of way property that is the alley right of way, Block 31 Frisco Town site, east of Eighth Avenue, which area of Town right of way is hereinafter referred to as the "Premises" and is further identified in Attachment 'A'.

The Premises may be occupied and used by Owner for the sole purposes of constructing and maintaining landscape improvements within the Premises subject to the terms and conditions of this Agreement.

Owner agrees to construct all landscape improvements within the Premises, as approved by the Town of Frisco Planning and Public Works Departments, to Town standards. Maintenance of improvements made within the Town owned right of way by the owner are the responsibility of the owner. Said maintenance shall include but not be limited to maintenance of access drives (driveways), installation and maintenance of landscaping, snow removal and any drainage impacted by the improvements. Premises shall at all times be maintained in a manner determined by the Town.

The landscape improvements, other than native grasses and wildflower mix, must be contained within an eight foot width of area contiguous to the property at 414 Eighth Avenue per Attachment "A".

Owner agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in the real property included in the Premises, by virtue of this Agreement or by virtue of Owner's occupancy or use of the Premises.

The Town shall have the right to enter onto or into the Premises at any time for any purpose of the Town.

In exercise of its rights pursuant to this Agreement, Owner shall avoid any damage or interference with any Town installations, structures, utilities, or improvements on, under or adjacent to the Premises. Owner shall be solely responsible for any damages suffered by the Town or others as a result of Owner's use and occupancy of the Premises.

The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any person on account of Owner's use of the Premises or of any personal property placed or located on, at or in the Premises, it being acknowledged and understood by Owner that the safety and security of any such persons and property is the sole responsibility and risk of Owner.

Owner acknowledges that the Town may require relocation or reconfiguration of the Premises for any purpose the Town deems necessary. The Town shall give Owner 30 days notice for commencement of relocation or reconfiguration.

By entering into this Agreement, the Town does not waive its right to enforce its applicable ordinances, resolutions, rules and regulations with respect to Owner's use and occupancy of the Premises.

To the extent permitted by law, Owner agrees to indemnify and hold harmless the Town of Frisco, its officers, employees, insurers and self insurance pool from and against all liability, claims and demands on account of injury, loss or damage of any kind whatsoever, which may arise out of or is in any manner connected with the installation and maintenance of a separated median or other improvements installed by owner within the Premises, if such injury, loss or damage is claimed to be caused in whole or in part by the negligent or willful act, omission, or other fault of Owner. Owner agrees to investigate, handle, respond to and to provide defense for any such liability, claims or demands at his sole expense, and agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claim or demand alleged are groundless, false or fraudulent.

Owner shall procure and continuously maintain, at its own costs, general liability insurance with policy limits of not less than the limits established by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as now in existence or as changed at any time in the future.

The Town does not waive any immunity that it may have to suit or damages under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as now in existence or as changed at any time in the future, the doctrine of sovereign immunity or any similar or subsequent act or doctrine.

Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested and addressed as follows:

If to the Town:

Town Manager  
Town of Frisco  
Post Office Box 4100  
Frisco, Colorado 80443

If to Owner:

John Fayhee  
P.O. Box 804  
Frisco, CO 80443

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties. Notices shall be effective upon mailing.

Waiver by either party of any breach of any term or provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision hereof.

This Agreement is intended to benefit the property at 414 Eighth Avenue and shall run with the land, and be binding on the successors of the parties.

This Agreement shall be recorded in the office of the County Clerk and Recorder for Summit County, Colorado.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

TOWN OF FRISCO, COLORADO

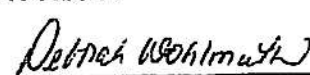
By: 

Mayor

OWNER

By: 

ATTEST:

  
Town Clerk  
on behalf of Jo Anne Tyson

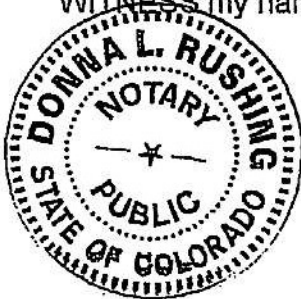
Date 20 July 04

ACKNOWLEDGEMENTS

STATE OF COLORADO )  
 ) ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 28 day of July, 2004, by Bernie Zurbruggen as Mayor of the Town of Frisco, Colorado.

WITNESS my hand and official seal.



Donna L. Rushing  
Notary Public

My Commission expires: September 29, 2007 My Commission Expires

STATE OF COLORADO )  
 ) ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2004, by John Fayhee as owner.

WITNESS my hand and official seal.



Pamela R. Segelke  
Notary Public

My Commission expires: 1/29/2006

\* = Trees/shrubs  
# = Native grasses and wildflower mix

ATTACHMENT "A"

