

NON-MOTORIZED TRAIL LICENSE

THIS NON-MOTORIZED Trail LICENSE AGREEMENT ("Agreement") is made and entered into by and between the Yampa Valley Electric Association, Inc., a Colorado cooperative electric corporation, Attention: General Manager, Post Office Box 771218, Steamboat Springs, Colorado 80477 ("Owner") and ROUTT COUNTY, a Colorado county, Attention: County Administrator, P.O. Box 773598, Steamboat Springs, Colorado 80477 ("County").

RECITALS:

A. Owner is the owner of a strip of land being approximately 40 feet wide as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (such property being hereinafter referred to as the "License Tract"); and

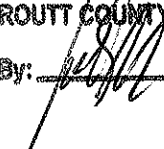
B. County desires to provide a limited-use trail connection between County Road 42 and Downhill Drive, on and over and across certain properties within Routt County, including the License Tract, for the benefit of the public; and

C. Owner has agreed to grant to County a revocable and temporary license over the License Tract for a limited term for purposes of establishing, maintaining and using a cross country trail for the purpose of travel on, over, and across such cross country trail by members of the public for bicycling, pedestrian, cross country skiing, and pedestrian snow shoeing uses; and

D. The County's use of the License Tract will be subject to certain restrictions and limitations as more particularly set out in this Agreement.

WITNESSETH:

1. Grant of License. Owner, for and in consideration of Ten Dollars and other good and valuable consideration including the terms and provisions of this Agreement, the receipt and sufficiency of which is acknowledged, does grant and convey to County a non-exclusive license on, over and across the License Tract for purposes of (a) establishing, maintaining, repairing, operating, and permitting the use by the public of a pedestrian trail of a width not to exceed ten (10) feet wide, for bicycling, pedestrian, cross country skiing, and pedestrian snow shoeing uses (such pedestrian trail being hereinafter referred to as the "Trail"), and (b) during winter months for maintenance of cross country skiing uses, operating within and beyond the width of the Trail, but for a width no wider than sixteen (16) feet, a snow mobile or similar mechanical snow grooming equipment, and (c) operating motorized devices within the Trail when required to comply with County Other Power Drive Mobility Devices Requirements or when necessary for traverse of emergency services vehicles, this license being for the period commencing upon the execution of this Agreement by both parties and ending on November 1, 2024, or ending on such earlier date as hereinafter provided, such foregoing license being hereinafter called the "License."

APPROVED AS TO FORM
ROUTT COUNTY ATTORNEY'S OFFICE
By:  Date: 5/5/2018

2. Limitations and Restrictions on License. The License granted under Paragraph 1 above is subject to the following limitations and restrictions:

(a) The 10-foot-wide Trail shall be laid out and constructed within the License Tract and shall interconnect with extensions thereof to the west and east of the License Tract. Before construction of the Trail commences, the County will stake the approximate centerline of the Trail within the License Tract and show such staking to the Owner's representative. Owner may object to any proposed staking location of all or part of the Trail within the License Tract and may require that such Trail or part thereof be staked and located differently within the License Tract, in which event County shall comply with such objection. The parties acknowledge that the location of the Trail on the License Tract under this Agreement is subject to the prior approval of Owner prior to construction.

(b) Once located by agreement with the Owner, County shall have the right to permit the uses of the Trail laid out on the License Tract by the public for the above-described purposes until November 1, 2024, subject to earlier termination as below provided herein and the relocation provisions of Paragraph 4 below. If Owner gives notice to County that use of the License Tract or any part thereof by the public has resulted in material damage being done to the License Tract, and if said damage is in addition to that which is the normal consequence of the permitted uses of such License Tract, then the County shall have the opportunity at its cost to repair such damage within 30 days of such notice, but if the County shall fail to do so within such 30 days, then Owner may, at the expense of the County, promptly repair said damage and bill the cost thereof to the County. The County shall reimburse Owner for such repair costs within 30 days of billing. The License Tract shall be returned to Owner at the end of this License Agreement in as good condition as existed when this Agreement began, ordinary wear and tear excepted. Any repair otherwise required pursuant to the foregoing to be done within the period of October 1 to the following June 1 may be deferred to commencement beginning the following June 1.

(c) County will not trim, damage or remove any trees or bushes located upon the License Tract at any time without the prior consent of Owner.

(d) No snowmobile or similar mechanical snow grooming equipment shall be used to pack or prepare any cross-country ski trail within the Trail on the License Tract unless the current on-the-ground snow depth equals at least 18 inches and any such grooming equipment when used may travel along a width of 16 feet on top and outside the edges of the Trail. County shall not install gravel or paving on the Trail.

(e) The County shall not grant or permit any commercial operation on the Trail. The County shall not construct or permit the construction of any structures within the License Tract. This license is non-exclusive to the County, and Owner shall have the right to use the License Tract for any purpose not inconsistent with, or in competition with, the uses under this License by County or the public.

(f) The Trail on the License Tract shall not be used for any purpose by County other than for the above permitted uses.

(g) The County agrees to remove any litter and trash of any kind placed within or adjacent to the License Tract by anyone claiming the right to use the Trail under this instrument. The County may not use the Trail or License Tract for utility purposes, passage of heavy equipment or vehicles other than emergency vehicles, parking of vehicles, or any other use not expressly permitted herein. The County may erect and maintain one or more signs within the License Tract adjacent to the Trail relating to the use of the Trail, but only with the prior approval of Owner and at such location or locations as Owner shall require. The Owner may at its cost erect and maintain fencing and gates on the border of the Trail or within the License Tract outside of the Trail itself.

(h) The County and its employees, agents, and contractors, and members of the public claiming a right to use the Trail under this instrument, shall not use any portions of the lands of Owner outside of the License Tract for any purposes whatsoever. Owner makes no warranty or representation whatsoever to the County regarding the physical condition of the License Tract or the Trail or regarding the physical condition, workability, or safety of condition of the land within the License Tract.

3. Term; Early Termination. The term of the License as granted in paragraph 1 above shall be from the date of execution of this Agreement by both parties until November 1, 2024. Notwithstanding the foregoing, the term of this license shall terminate earlier than November 1, 2024, under any of the following circumstances:

(a) The term shall terminate automatically at the same time of the recording in the real property records of Routt County of a conveyance by Owner of all or part of the License Tract to any person or entity, without necessity of the consent or approval of the County, except and unless if the person or entity receiving such conveyance from Owner signs such conveyance instrument and agrees in writing within such conveyance instrument itself to continue such License for the balance of its term. Therefore, the parties understand and agree that the rights and privileges of the County and the public to use the Trail within the License Tract, and the License Tract, shall not survive or encumber the transfer or conveyance of all or part of the License Tract to any person or entity unless such person or entity, in his/her/its sole discretion, signs the conveyance instrument and agrees therein to continue such License for the balance of its term, all without necessity of any other act by the Owner or County or the execution or recording of any instrument terminating this Agreement.

(b) The term of this license shall terminate earlier than November 1, 2024, pursuant to the default provisions described in Paragraph 8 below.

(c) If the City of Steamboat Springs shall acquire fee title to or an easement upon any part of the License Tract for purposes of a roadway, then upon recording of the

instrument vesting such fee title or easement in the City, the term of the License granted in paragraph 1 above shall automatically terminate without necessity of the consent or approval of the County.

- (d) If the Owner or any person or entity under authorization or agreement with the Owner constructs any roadway improvements within the License Tract, and if prior to commencement of such construction the Owner does not relocate all or part of the License Tract as permitted in Paragraph 4 below, then upon commencement of such construction, the term of the License granted in paragraph 1 above shall automatically terminate without necessity of the consent or approval of the County.

In the event of termination of the License as above provided in this Paragraph 3, the Owner may record in the real property records of Routt County a notice of such termination and shall provide a copy of such notice to the County, and such notice shall constitute notification to the County and all persons and entities of the termination of the License granted by this instrument. In the event of termination of the License as above provided in this Paragraph 3, any obligation of the County for indemnification of Owner under Paragraph 7 below for acts or occurrences prior to such termination shall nevertheless continue for a period of 3 years after such termination.

4. Relocation. Owner reserves the right, at its sole cost and expense, to relocate (a) all or any part of the License Tract to any other location within lands owned by Owner outside of the License Tract, and/or (b) all or any part of the Trail within the License Tract or within a relocated License Tract, without necessity of the County's consent or approval, upon written notice from Owner to the County which contains a legal description of the relocated License Tract and/or Trail, provided that the effective date of such relocation shall be 30 days after such written notice. The legal description of any relocated License Tract shall substitute for the legal description contained within Exhibit "A" hereto, and Owner may execute and record a Notice of Amendment of Agreement containing the revised legal description of the relocated License Tract as a substituted Exhibit "A," in which event Exhibit "A" of this Agreement shall conclusively be deemed amended upon recording of such notice. Within 60 days after receipt by the County of any such notice of relocation from Owner, the County shall physically relocate the Trail to the new location specified in the notice from the Owner, except that any such relocation otherwise required within the period of October 1 to the following June 1 may be deferred until June 1.

5. Compliance with Laws. The County covenants and agrees that it will comply with any and all requirements of any of the constituted public authorities, the terms of any State or Federal statute or regulation (including, without limitation, the terms of the Americans with Disabilities Act of 1990) or local ordinance applicable to the County or as they apply to or impact the License Tract or its use or occupancy hereunder, and shall save Owner harmless from penalties, fines, costs, expenses or damages resulting from the failure to do so, provided that nothing herein shall require the County to construct any structures or improvements within the License Tract.

6. Hazardous Substances. County shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the License Tract by County, County's agents, employees, contractors, guests, or business invitees, without first obtaining Owner's written consent, which may be withheld at the Owner's sole and absolute discretion.

7. Insurance/Indemnification Provisions. The County shall indemnify Owner and save it harmless from and against any and all claims, actions, damages, liability and expense, including legal fees, in connection with loss of life, personal injury or damage to property occurring in or about by the License Tract or the Trail and arising out of the use of the License Tract or Trail by, or any act or omission of, the County, its agents, contractors, customers, guests, business invitees, or employees, or members of the public, including, without limitation any failure by any person to comply with any applicable statute or ordinance. The indemnification provided in this Paragraph 7 shall continue and survive the termination of this Agreement for a period of 3 years.

The County shall at all times during the term of this License keep in force at its own expense public liability insurance (under an "occurrences" form policy), with companies acceptable to Owner, sufficient to cover the above indemnification and naming as insured both Owner and the County with minimum limits of One Million (\$1,000,000.00) Dollars on account of bodily injuries to or death of one person, and Two Million (\$2,000,000.00) Dollars on account of bodily injuries to or death of more than one person, as a result of any one accident or disaster, and Fifty Thousand (\$50,000.00) Dollars on account of damage to property. At Owner's request, the County will deposit the policy or policies of such insurance, or certificate or certificates thereof, with Owner and shall at any time upon the request of Owner, provide evidence satisfactory to Owner of the continued existence and validity of such insurance.

8. Default and Remedy. In the event of the failure of the County, its agents, contractors, customers, guests, business invitees, or employees, to perform any obligation required of the County under this Agreement, or the knowing violation of any limitation or restriction under this Agreement by the County, its agents, contractors, customers, guests, business invitees, or employees, then Owner shall have the privilege of serving written notice on the County specifying in detail such default in performance or violation. In the event the County should fail to perform any such obligation or remedy and cure such violation within forty-five (45) days after service of said notice (or, if such obligation cannot be performed or violation cannot be cured with said forty-five (45) day period, shall fail to promptly commence and thereafter diligently complete performance of such obligation or cure of such violation), then at its option, Owner may complete such obligation for the account of the County or exercise any other remedy available at law or in equity to enforce its rights under this Agreement, including (but not limited to) the right to declare the term of this Agreement ended by written notice to the County, in which event this Agreement shall end upon delivery of such notice the same as if such date were the above-described ordinary end of the term of this Agreement. Any sum not paid from the County to Owner when due shall bear interest at 1½% per month until paid.

9. Notice. Wherever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered, or forwarded by certified mail, return receipt requested, postage prepaid, addressed:

TO OWNER AT: Yampa Valley Electric Association, Inc.
 Attention: General Manager
 Post Office Box 771218
 Steamboat Springs, Colorado 80477

TO COUNTY AT: Routt County
 ATTN: County Administrator
 PO Box 773598
 Steamboat Springs, Colorado 80477

Notice shall be deemed received at the earlier of when actually received or deposited in the mails as provided above. Such addresses may be changed from time to time by either party serving notices as above provided.

10. Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, their respective successors and assigns and constitutes the entire agreement between the parties incident to the subject matter of this Agreement. This Agreement may not be amended except by an instrument in writing executed by the parties.

11. Legal Fees. If any action is brought to enforce the terms of this Agreement, or any provision of it, or as a result of any default in or violation of this Agreement, then the party substantially prevailing in such action, whether plaintiff or defendant, shall be entitled to judgment against the other party for its reasonable attorneys' fees, in addition to costs of suit and discovery. The County is not required to pay to Owner any license fee for the uses of the License Tract.

12. Assignment; Binding Effect. Neither this Agreement nor any right or duty created by it shall be assignable or transferable by the County, voluntarily or by operation of law, without the prior written consent of the Owner. The County may not mortgage this Agreement or rights hereunder, and may not grant any concession to any other person or entity. The rights of Owner hereunder shall pass with title to the License Tract. The License is granted and conveyed subject to existing deeds of trust, mortgages, reservations, restrictions, easements and covenants of record on the License Tract. The undersigned person executing this Agreement on behalf of the County warrants and represents to the Owner that the County has taken all such steps and passed and approved all such resolutions and/or ordinances as make the execution hereof binding upon the County, and that such person is authorized by the County to execute this Agreement.

13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of legislative or administrative action, such holding or action shall be strictly construed and shall not affect the validity or affect any other provision of this Agreement.

14. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Colorado.

15. Interpretation. The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of this Agreement.

16. Waiver. The failure of any party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provision or of the right of the party to enforce such provision. The waiver of any default or the failure to exercise any right shall not be deemed a waiver of any subsequent default or waiver of the right to exercise any other right.

IN WITNESS WHEREOF, this Agreement is executed as of the respective dates set forth below.

OWNER:
YAMPA VALLEY ELECTRIC
ASSOCIATION, INC., a Colorado corporation,

By: *Diane Johnson*
President (Date) 2/6/15

COUNTY:
ROUTT COUNTY, a Colorado county,

[Signature] 5/5/15
Chairman, (Date)
Board of County Commissioners

ACKNOWLEDGMENTS

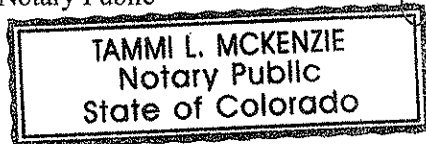
STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 6 day of February, 2015, by Diane C. Johnson, as president of the Yampa Valley Electric Association, Inc., a Colorado cooperative corporation.

Witness my hand and official seal.

My Commission expires:
Jan 7, 2020

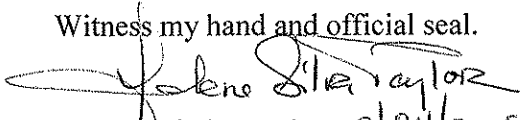
Tammi L. McKenzie
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 5th day of May, 2015, by Douglas B. Monyer, as Chairman of the Board of County Commissioners of Routt County, a Colorado county.

Witness my hand and official seal.


My Commission expires: 2/24/2018

Notary Public

Helena Silva Taylor
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20054033321
MY COMMISSION EXPIRES FEBRUARY 24, 2018

EXHIBIT "A"

(Attached to and made a part of a certain Non-Motorized Cross
Country Trail License Agreement between Yampa Valley Electric Association,
Inc., as Grantor, and Routt County, as Grantee)

DESCRIPTION OF LICENSE TRACT

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 1, TOWNSHIP 6 NORTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ROUTT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF WEST END VILLAGE, A SUBDIVISION WHOSE PLAT IS FILED IN THE ROUTT COUNTY CLERK AND RECORDER'S OFFICE AND RECORDED FEBRUARY 28, 2003, AT RECEPTION NO. 578114, SAID NW CORNER ALSO BEING A POINT ON THE SOUTHERLY LINE OF WEST ACRES PARK, FILING 1, WHOSE PLAT IS FILED IN THE ROUTT COUNTY CLERK AND RECORDER'S OFFICE AND RECORDED APRIL 28, 1978, AT RECEPTION NO. 274555; THENCE ALONG THE SOUTHERLY AND WESTERLY LINE OF SAID WEST ACRES PARK, FILING 1, THE FOLLOWING 5 COURSES;

- 1) NORTH 86 DEGREES 31 MINUTES 33 SECONDS WEST, 171.62 FEET;
- 2) NORTH 39 DEGREES 39 MINUTES 33 SECONDS WEST, 150.00 FEET;
- 3) NORTH 04 DEGREES 18 MINUTES 27 SECONDS EAST, 220.00 FEET;
- 4) SOUTH 78 DEGREES 09 MINUTES 33 SECONDS EAST, 66.00 FEET;
- 5) NORTH 04 DEGREES 18 MINUTES 27 SECONDS EAST, 303.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 85 DEGREES 41 MINUTES 33 SECONDS EAST, 100.00 FEET ALONG THE WESTERLY LINE OF WEST ACRES PARK, FILING 1;
THENCE NORTH 04 DEGREES 18 MINUTES 27 SECONDS EAST, 40.00 FEET ALONG THE WESTERLY LINE OF WEST ACRES PARK, FILING 1;
THENCE DEPARTING SAID WESTERLY LINE OF WEST ACRES PARK, FILING 1, NORTH 81 DEGREES 51 MINUTES 33 SECONDS WEST, 970.00 FEET TO A POINT HEREIN DESCRIBED AS "POINT A";
THENCE DUE WEST 543 FEET, MORE OR LESS, TO A POINT OF INTERSECTION ON THE WEST BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1;
THENCE SOUTH 01 DEGREES 37 MINUTES 32 SECONDS EAST, 40 FEET ALONG THE SAID WEST BOUNDARY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1;
THENCE DUE EAST 543 FEET, MORE OR LESS, TO A POINT FROM WHICH THE SAID POINT A BEARS NORTH 01 DEGREES 34 MINUTES 52 SECONDS WEST, 40 FEET;
THENCE SOUTH 81 DEGREES 51 MINUTES 33 SECONDS EAST 870 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, COUNTY OF ROUTT, STATE OF COLORADO.