

GRANT OF RECREATIONAL TRAIL LICENSE

THIS GRANT OF REVOCABLE RECREATIONAL TRAIL LICENSE is made and entered into effective the first day of May, 2015 ("Effective Date") by and between STEAMBOAT VICTORY, LLC (hereinafter referred to as "Grantor") and ROUTT COUNTY, COLORADO, a body corporate and politic (hereinafter referred to as "County").

WHEREAS, Grantor is the owner of the property generally depicted on Exhibit "A" attached hereto as the "Steamboat Victory Property," which Grantor intends to develop (hereinafter called the "Victory Property"); and

WHEREAS, Grantor is willing to grant to the County a nonexclusive license for a recreational trail (the "Trail") for the benefit of the public across the Victory Property in accordance with the terms and conditions hereof; and

WHEREAS, there is an existing unimproved private road that generally follows the desired trail route, and a City of Steamboat Springs water line easement that is in the vicinity of the desired trail route; and

WHEREAS, the County desires to accept the nonexclusive recreational trail license under the terms, conditions and licenses specified herein.

Now, THEREFORE, in consideration of the grant and covenants contained herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. LICENSE GRANT. Grantor hereby grants and conveys to the County a nonexclusive license for a trail across the area generally depicted as the "Conceptual Trail Alignment" on the attached map marked Exhibit "A." Such license is hereinafter referred to as the "License" and shall be solely for the purposes and subject to the limitations herein below described. The area encumbered by the License shall generally follow the existing roadway or City water line easement on the Victory Property and be referred to herein as the "License Area."
  
2. USE: The License Area shall be approximately 10 feet in width, shall be for the installation, construction, operation, use, inspection, repair and maintenance of a soft-surface back country trail (the "Trail") and shall be usable by the public only for biking, skiing, snowshoeing, hiking and other non-motorized recreational travel.
  
3. CONSTRUCTION AND MAINTENANCE. Construction and maintenance of the Trail shall be the responsibility of the County. No disturbance of the land or removal of vegetation shall occur outside the License Area without the express written consent of Grantor, which consent may be withheld by Grantor in its sole discretion. To the extent the Trail is not located on the surface of existing roadways or on the City water line easement on the Victory Property, the County will stake the location the County intends to use for the trail surface and show such staking to the representative from time to time designated by Grantor to the County in writing. County shall not commence construction of such Trail sections until the Grantor's representative has approved such sections. If Grantor gives notice to County that use of the License or any part thereof by the public has resulted in material damage being done to the License Area, and if such

APPROVED AS TO FORM  
ROUTT COUNTY ATTORNEY'S OFFICE  
By: [Signature] Date: 5/15/2015

such License Area, then the County shall have the opportunity, at its costs, to repair such damage within 30 days of such notice, but if the County shall fail to do so within such 30 days, then Grantor may, at the expense of the County, promptly repair such damage and bill the County the cost thereof. The County shall reimburse Grantor such repair costs within 30 days of billing. The License Area shall be returned to Grantor at the termination of this License in as good condition as existed when the License commenced, ordinary wear and tear accepted. 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 for commencement beginning the following June 1.

County will not trim, damage or remove any trees or bushes located on the License Area at any time without the prior written consent of Grantor. No snowmobile or similar mechanical snow grooming equipment shall be used to pack or prepare any cross country ski trail on the License Area unless the current on the ground snow depth equals at least 18 inches and any such grooming equipment when used may travel along the width of 16 feet on top and outside of the edges of the initial Trail. The County agrees to remove any litter and trash of any kind placed within or adjacent to the License Area by anyone claiming the right to use the Trail under this instrument.

4. MOTOR VEHICLE AND CAMPING RESTRICTIONS. The use of motorized vehicles, with the exception of those owned by the County and used for maintenance, snow grooming (as permitted above), repair and emergency purposes, including but not limited to, four-wheel drive vehicles, snowmobiles and motorcycles, as well as camping and campfires within the License Area is prohibited and the County shall enforce such prohibition. Employees of the County may use motorized vehicles to inspect, maintain, repair or police the License Area, and nothing herein shall preclude the use of ambulances or fire trucks to provide emergency services on or adjacent to said License Area. County shall be allowed to permit the use of other power drive mobility devices on the trail.
5. PROHIBITION OF COUNTY COMMERCIAL USE AND OTHER PROHIBITIONS. The License Area shall not be used for commercial purposes or parking or storage of vehicles or other personal property by the County or any person. The County shall not install any signs within the License area, except for directional signs and allowed use signs approved in advance by Grantor in writing, which approval may be withheld in its sole discretion. No herbicides or pesticides or other chemicals of any kind shall be applied to, used on, or spilled on or within the License Area unless approved in advance by Grantor. Hunting and the possession or discharge of firearms within the License Area is prohibited. 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 Victory Property outside of the License Area for any purpose whatsoever. Grantor makes no warranty representation whatsoever to the County regarding the physical condition of the License Area or the initial Trail or regarding the physical condition, workability or safety of the condition of the land within the License Area.
6. ENFORCEMENT OF PROHIBITED USES. Grantor may notify the County, pursuant to the notice provision set forth below, of any apparent unauthorized uses in violation of the terms of this License. The County's responsibility to enforce the use restrictions contained herein is limited to (a) County staff encouraging compliance by trail users, and (b) County staff contacting competent law enforcement authorities in the event that the

7. ACCESS AND OTHER USES. Grantor expressly reserves and retains the right to use or grant to others the right to use the License Area and the property under the License for any uses desired by Grantor irrespective of whether such use(s) are otherwise expressly banned or restricted pursuant to the terms of this Agreement.
8. RELOCATION. Grantor reserves the right, at its sole cost and expense, to relocate (a) all or any part of the License Area to any other location within lands owned by Grantor outside of the License Area, and/or (b) all or any part of the Trail within the License Area or within a relocated License Area, without necessity of the County's consent or approval, upon written notice from Grantor to the County which may contain a legal description of the relocated License Area and/or Trail, provided that the effective date of such relocation shall be 30 days after such written notice. Grantor may furnish to the County a legal description of any relocated License Area which shall substitute for the description contained within Exhibit "A" hereto, and Grantor may execute and record a Notice of Amendment of License containing the revised legal description of the relocated License Area as a substituted Exhibit "A," in which event Exhibit "A" of this License 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 Grantor, the County shall physically relocate the trail to the new location specified in the notice from the Grantor, except that any such relocation otherwise required within the period of October 1 to the following June 1 may be deferred until June 1.
9. LIABILITY AND IMMUNITIES. It is the intention of the parties to make the License Area available for use by the public for the above-described purposes and without charge, and to limit the parties' liabilities toward persons entering thereon for such purposes, in the event that either or both of the parties would otherwise be liable, pursuant to C.R.S. §33-41-101 et seq. The County does not intend by this License to waive any of the immunities that may be available to it, its officers or employees under the Colorado Governmental Immunities Act, C.R.S. §24-10-101 et seq.
10. TERMINATION OF LICENSE. The License granted herein is personal to the County and may not be conveyed or transferred, in whole or in part, to any other person or entity, and any such attempt at conveyance or transfer by the County shall cause the License and all rights of the County hereunder to immediately terminate. Notwithstanding any contrary provision of law or of this Agreement, County's improvement or maintenance of the License Area shall not be deemed to be or to constitute a "license coupled with an interest" such as to restrict Grantor's right to terminate this License per this paragraph or as otherwise set forth in this Agreement. The term of this License shall be from the Effective Date until December 31, 2015. Commencing January 1, 2016, the term of this license shall automatically renew for successive periods of one year, unless written notice is given by the Grantor to the County not less than 90 days prior to the commencement of any one year renewal period that the License is terminated. If such notice is given, the License shall terminate and be of no further effect on December 31" of the year of such notice, except for any continuing obligations of the parties as herein set forth. In addition:
  - a) The License shall terminate automatically at the same time of the recording in the real property records of Routt County of a conveyance by Grantor of all or part of the License

County. Therefore, the parties understand and agree that the rights and privileges of the County and the public to use the trail within the License Area, and the License Area, shall not survive or encumber the transfer or conveyance of all or part of the License Area to any person or entity, without necessity of any act by any party or the execution or recording of any instrument terminating this License.

b) If any part of the Victory Property is annexed to the City, then, on the date of recording of the annexation ordinance, the License shall automatically terminate without necessity of the consent or approval of the County.

c) If the Grantor files of record in the Routt County records a plat subdividing any portion of the Victory Property, the License shall automatically terminate without necessity of the consent or approval of the County on the date of recording of such plat.

d) If the Grantor files an application for development of any portion of the Victory property with the City or County, the License shall automatically terminate without necessity of the consent or approval of the County on the date of filing of such application.

In the event of termination of the license as above provided in this Paragraph 10, the Grantor will provide written notice to Routt County, and may also record in the real property records of Routt County with a copy submitted to the County, without any requirement of approval by the County, a notice of such termination, and such notice shall constitute notification to all persons and entities of the termination of the License granted by this instrument.

11. **INSURANCE/INDEMNIFICATION PROVISIONS.** The County shall indemnify Grantor 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 Area or the Trail and arising out of the use of the License Area 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 11 shall continue and survive the termination of this License 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 Grantor sufficient to cover the above indemnification and naming as insured both Grantor 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 Grantor's request, the County will deposit the policy or policies of such insurance, or certificate or certificates thereof, with Grantor and shall at any time upon the request of Grantor, provide evidence satisfactory to Grantor of the continued existence and validity of such insurance.

12. **DEFAULT AND REMEDY.** In the event of the failure of the County, its agents, contractors, customers, guests, business invitees, or employees, to perform any

limitation or restriction under this License by the County, its agents, contractors, customers, guests, business invitees, or employees, then Grantor 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, Grantor 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 License, including (but not limited to) the right to declare the term of this License ended by written notice to the County, in which event this License shall end upon delivery of such notice the same as if such date were the above-described ordinary end of the term of this License. Any sum not paid from the County to Grantor when due shall bear interest at 1½% per month until paid.

13. LEGAL FEES. If any action is brought to enforce the terms of this License, or any provision of it, or as a result of any default in or violation of this License, 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 Grantor any license fee for the uses of the License Tract.
14. WHOLE AGREEMENT. It is expressly agreed that this License contains the entire understanding of the parties and that there are no other verbal or written representations, agreements, warranties, or promises relating to the License. The covenants and agreements herein contained are for the benefit of the Grantor and County only and do not create any obligations, duties, or benefits to persons not party hereto. The headings of sections are illustrative only and shall not be deemed to expand or alter the substantive provisions of a section.
15. MODIFICATION. It is agreed that neither this License nor any of its terms, provisions, conditions, representations or covenants can be modified except by a written instrument duly executed and recorded by the County and the owner of the land underlying the Licenses.
16. NONSEVERABILITY. This is an integrated agreement, and if any of the provisions of this License shall be held to be invalid, illegal or unenforceable, then this entire instrument shall be void.
17. NOTICES. All notices required or permitted under this instrument shall be in writing and shall be e-mailed or faxed to the respective party or be delivered by certified mail, return receipt requested, to the e-mail addresses, fax numbers, or mailing addresses listed below. Notices shall be deemed received on the date of delivery indicated on the return receipt, or if faxed, at the time of completion of the fax transmission, or if e-mailed, on the date sent and received.

COUNTY: ROUTT COUNTY COMMISSIONERS  
522 Lincoln Avenue  
[No U.S. Postal  
service to this  
address]  
P.O.Box 773598  
Steamboat Springs, CO 80477  
E-Mail: bcc@co.routt.co.us

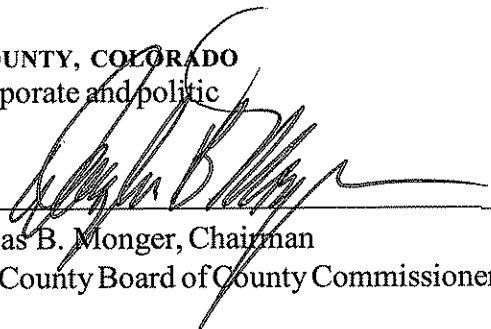
GRANTOR: STEAMBOAT VICTORY, LLC  
c/o Peter Van Dorne  
The Pacific Companies  
430 E. State Street, Suite 100  
Eagle, ID 83616  
Email: peterv@tpchousing.com

Either party may change the address of such party for purposes of notice from time to time by giving written notice thereof to the other party in the manner set forth above.

18. RESERVATIONS. This License is granted and conveyed subject to reservations, restrictions, covenants, agreements and encumbrances of record. [Do we know what documents are of record?]
19. EFFECTIVE DATE. This License shall become effective when executed by both parties.
20. NORECORDING. This License shall be void if recorded in the Routt County records.

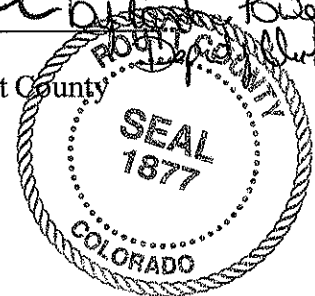
IN WITNESS WHEREOF, the parties hereto have executed this License on the dates set forth below.

ROUTT COUNTY, COLORADO  
a body corporate and politic

By:   
Douglas B. Monger, Chairman  
Routt County Board of County Commissioners

ATTEST:

  
Kim Bonner,  
Clerk and Recorder of Routt County



STATE OF COLORADO    )  
  ) ss.  
COUNTY OF ROUTT     )

The foregoing instrument was acknowledged before me this        day of , 2015 by Douglas B. Monger Chairman of the ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS and attested by Kim Bonner , CLERK AND RECORDER OF ROUTT COUNTY. Witness my hand and official seal.

(S E A L)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STEAMBOAT VICTORY, LLC

BY: [Signature]

NAME: CALEB ZOOPE

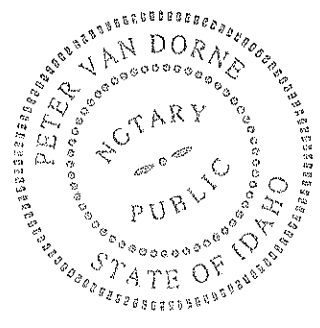
STATE OF IDAHO )  
COUNTY OF ADA ) SS.  
)

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of APRIL 2015

By CALEB ZOOPE, as MANAGER of Steamboat Victory, LLC

Witness my hand and official seal.

(SEAL)



[Signature]  
Notary Public  
Commission Expires: 7/26/2017