



LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into on January 1, 2023, by and between THE TOWN OF FRASER, COLORADO, a municipal corporation, P.O. Box 370, Fraser, CO. 80442 (the "TOWN") and Rendezvous Colorado, LLC, P.O. Box 149, Winter Park, CO. 80482 ("LICENSEE"). This agreement is effective upon execution of the LICENSEE and following execution by the Manager of the Town of Fraser on the date indicated below.

ARTICLE 1.0 – RECITALS AND PURPOSE.

- 1.1** The TOWN is the owner of a certain 15,989 square foot parcel of property known as Well Site No.5 and legally described in Exhibit A ("TOWN property").
- 1.2** LICENSEE has inadvertently erected 2 (two) storage sheds with concrete pads on said TOWN property.
- 1.3** LICENSEE has requested, and the Town has agreed to grant a revocable license to the LICENSEE under the terms and conditions as hereinafter specified in this Agreement.

ARTICLE 2.0 – TERMS AND CONDITIONS. In consideration of the TOWN'S agreement to permit the LICENSEE to leave the two (2) existing storage sheds with concrete pads on said TOWN property, TOWN and LICENSEE agree as follows:

- 2.1** TOWN hereby grants to the LICENSEE a revocable license to leave in place the two (2) existing storage sheds with concrete pads on said TOWN property with such limitations as are set forth herein, including, but not limited to:
 - a. LICENSEE shall perform best management practices so as not to engage in any activity which creates a foreseeable risk of damage or injury to the Town's drinking water supply as outlined in the Town of Fraser Municipal Code, Article 3; Water Supply Protection District, Sections 13-3-10 through 13-3-90.
 - b. The maintenance and repair of the 2 (two) existing storage sheds allowed by this Agreement shall be at LICENSEE'S sole expense and LICENSEE agrees to maintain said storage sheds in good repair during the period of this Agreement. In addition, the location of the two (2) storage sheds shall remain in the existing locations as depicted on the attached Exhibit B.

Town of Fraser

PO Box 370, Fraser, CO 80442 office 970-726-5491 fax 970-726-5518
www.frasercolorado.com

- c. LICENSEE understands and agrees that the TOWN shall not be liable or responsible for any costs related to any damage, maintenance and/or repair of the two (2) storage sheds pursuant to this Agreement.

2.2 The license as granted in paragraph 2.1 above shall continue from the date of this Agreement to the time that this Agreement is terminated. The TOWN may terminate this Agreement at any time by giving thirty (30) days written notice in advance of the effective date of termination and specifying the date of termination therein and, in the event the TOWN exercises said right to terminate, LICENSEE expressly agrees to remove the storage sheds from the TOWN'S property by the effective date of termination and return such property to its original condition as promptly thereafter as is reasonably possible. This license shall automatically renew each calendar year unless there is a change in ownership.

2.3 LICENSEE expressly agrees to indemnify and hold harmless the TOWN and any of its officers or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, in connection with, arising out of, or relating to the issuance of this license.

2.4 LICENSEE agrees to name the TOWN as an additional insured on their insurance policy and provide written verification of same to the TOWN.

2.5 The TOWN does not waive, nor shall anything herein be construed as a waiver of, any of the rights, privileges, or immunities granted to it under the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as amended.

2.6 LICENSEE agrees to repair and reconstruct any damage to the TOWN'S property prior to or immediately upon termination of this Agreement for any reason and return such property to its original condition at the expense of LICENSEE and at no expense to the TOWN.

ARTICLE 3.0 – ASSIGNMENT. This Agreement shall not be assigned by LICENSEE without the prior written consent of the TOWN which may withhold its consent for any reason.

ARTICLE 4.0 – EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

ARTICLE 5.0 – INTEGRATION AND AMENDMENT. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or

unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE 6.0 – NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement , and all rights of action relating to such enforcement, shall be strictly reserved to the TOWN and the LICENSEE, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party on such Agreement.

TOWN OF FRASER
A Municipal Corporation

By: _____
Ed Cannon,
Town Manager

ATTEST:

By: _____
Town Clerk

LICENSEE

By: _____
Terry Stanford,
Rendezvous Colorado, LLC.

STATE OF COLORADO)
) ss.
COUNTY OF GRAND)

Subscribed and sworn to (affirmed) before me this _____ day of _____ 2022,
by _____.

Notary Public

My commission expires:_____

[S E A L]