

EXHIBIT I

LICENSE AGREEMENT

This License Agreement (this “Agreement”) is made to be effective of as _____, _____ by and between the City of Steamboat Springs, Colorado, a municipal home rule corporation (“Licensee”) and the Yampa Valley Housing Authority, a multi-jurisdictional housing authority (“Licensor”). Licensor and Licensee are also referred to herein individually as a “party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Licensee is the owner of certain property located at _____, known as the “North UGB Open Space”, and more particularly described in the attached Exhibit “1” incorporated herein (hereinafter “Property”);

WHEREAS, Licensee has annexed the Property into the City of Steamboat Springs by Ordinance No. ____, the terms of such annexation agreed upon in the Annexation Agreement approved by Resolution No. _____; and

WHEREAS, the Annexation Agreement requires at Section 2.C.7.b that Licensor maintain the Property as open space for a minimum of twenty (20) years commencing on the later of i) completion of construction of 450 residential units or ii) YVHA’s completion of construction of the trail system in the North UGB Open Space; and

WHEREAS, the Annexation Agreement provides that Licensor shall provide utilities and paved road access to the to the North UGB Open Space when platting all or part of any adjacent neighborhood(s) and shall develop the trails in North UGB Open Space as shown in Exhibit “C” to the Annexation Agreement within four years of issuance of the first building permit for the project; and

WHEREAS, the Annexation Agreement also requires that Licensor execute a license agreement granting public access to the Property upon completion of construction of the trail system; and

WHEREAS, the parties wish to memorialize the terms and conditions of the required license through this instrument.

AGREEMENT

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a license on and over the Property for the purposes of allowing public access to the trail system recently completed on the

Property. Licensee's right to use the Property shall be non-exclusive and Licensor may grant other customary access on the condition that any such easements do not impair or impede Licensee's rights to utilize the Property.

2. Improvements; Maintenance. Licensor shall be responsible for all of the costs of any maintenance or repair of the trail system on the Property. The parties agree to comply with all rules and regulations, whether federal, state, county, or municipal relating to the use of the Property.
3. Term. The parties agree that there is a possibility that the maintenance of the Property as open space under the Annexation Agreement for an initial minimum 20 year term may be extended. The parties further agree that any extension of such term shall automatically extend the term of this License Agreement.
4. Access and Utilities. The parties have agreed that access routes to the Property may change over the course of the Licensor's housing project. Although Licensor is responsible under the terms of the Annexation Agreement to provide utilities and paved road access to the Property, the parties agree that any relocation of such access and/or utilizes shall be in the sole discretion of the Licensor. So long as Licensor provides utilities and paved road access to the Property, Licensor shall be in compliance with this Agreement.
5. Liability and Immunities. Neither party intends by this agreement for the Licensee or the Licensor to waive any of the immunities that may be available to it, their officers, or employees under the Colorado Governmental Immunities Act, C.R.S. 24-10-101, et. seq. or C.R.S. 33-41-103 (limitation on landowner's liability) or under any federal, state or local law. Use of any portion of the trails on the Property by members of the general public shall be at their own risk. The parties, by entering into this agreement, shall not have liability related to this License Agreement and do not assume duty to or for the benefit of the general public for defects in the location, design, installation, construction, maintenance, or repair of the trails, for unsafe conditions within the Property; to inspect for or warn against possibly unsafe conditions; or to close the Property or the trails to public access when unsafe conditions may be present. By permitting the public to use the Property, the parties do not extend any assurance that the property, or the trails are safe for any purpose, confer upon any person the legal status of an invitee or licensee to whom a duty of care is owed, or assume responsibility or incur liability for any injury to person or property or for the death of any person caused by an act or omission of such person.
6. Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
7. Insurance. Licensee shall maintain or cause to be maintained in full force and effect the following insurance coverage at all times during the Term: (i) Commercial General Liability insurance and Property insurance each in the amount of at least One Million Dollars (\$1,000,000) per occurrence. Licensor shall be named as additional insureds on all

such policies. Licensee shall provide to the Licensor, upon execution of this Agreement a certificate of insurance evidencing all such coverages.

8. Termination. This Agreement shall only be terminated either by mutual agreement of the parties or by expiration of the requirement under the Annexation Agreement that the Licensor maintain the Property as open space. The Annexation Agreement requirement is expected to expire in twenty (20) years, but the parties agree that it may be extended.
9. No Public Dedication. This Agreement is not intended to, and should not be construed to, dedicate any easement, license or other right to the general public.
10. Article and Section Headings. The section headings are included only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this Agreement.
11. Unenforceable Terms. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. Relationship of Parties. This Agreement is not intended to create a joint venture, partnership, or agency relationship between or among any of the parties hereto.
13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, with exclusive jurisdiction and venue in Routt County District Court.
14. Amendment. Except as otherwise provided herein, the provisions of this Agreement may be abrogated, modified or amended in whole or in part only by a writing executed and acknowledged by the parties hereto or their respective successors or assigns.
15. Third-Party Beneficiaries. Nothing in this Agreement shall confer any rights or liabilities upon any person or entity that is not a party to this Agreement.
16. Notice. Notice to the parties herein shall be sufficient if mailed to the following addresses:

To the City/Licensee: City of Steamboat Springs
Attention: City Manager
P.O. Box 775088
Steamboat Springs, CO 80477

With a copy to: City of Steamboat Springs
Attention: City Attorney
P.O. Box 775088

Steamboat Springs, CO 80477

To Licensor/YVHA: Yampa Valley Housing Authority
Attention: Executive Director
PO Box 774542
Steamboat Springs CO, 80477

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original but all of which taken together will constitute one and the same instrument.

[Signatures and notaries appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below to be effective as of the date first set forth above.

LICENSOR:

Yampa Valley Housing Authority

By: _____
Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF ROUTT)

The foregoing instrument was subscribed to and acknowledged before me by _____
_____ on the _____ day of _____.

WITNESS my hand and official seal.

Notary Public

LICENSEE:

City of Steamboat Springs

By: _____

Name: _____
City Manager

STATE OF COLORADO)
)ss.
COUNTY OF ROUTT)

The foregoing instrument was subscribed to and acknowledged before me by _____,
_____, City Manager, and attested to by _____, City Clerk, for the City of
Steamboat Springs, Colorado, on the _____ day of _____.

WITNESS my hand and official seal.

Notary Public

Exhibit 1
Property