

**INTERGOVERNMENTAL AGREEMENT  
CLYDE LODGE OPEN SPACE PROPERTY**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the Board of County Commissioners of Summit County, Colorado (the "County") and the Town of Breckenridge ("Breckenridge" or "Town of Breckenridge"), a municipal corporation of the state of Colorado, and the Town of Blue River ("Blue River" or "Town of Blue River"), a municipal corporation of the state of Colorado, referred to collectively as "the Parties".

**WITNESSETH:**

WHEREAS, Blue River has recently purchased certain real property located in the County of Summit, State of Colorado more particularly described in Exhibit A (the "Property"); and

WHEREAS, the Parties desire to obtain lands within Summit County to preserve as open space and promote recreational purposes consistent with the open space character of the Property; and

WHEREAS, the County and Town of Breckenridge (the "Contributing Parties") have agreed to contribute \$107,250.00 each, for a total of \$214,500.00, to assist the Town of Blue River in financing the purchase of the Property; and

WHEREAS, the Parties desire to enter into an agreement providing for the use and management of the Property in exchange for the Contributing Parties' financial contribution.

NOW, THEREFORE, in consideration of the above premises and terms and conditions contained herein, the parties agree as follows:

1. The Town of Breckenridge and the County will each contribute to the Town of Blue River ~~\$107,250.00~~\$82,500 for a total of ~~\$214,500.00~~\$165,000.00 (the "Contribution"), to reimburse the Town of Blue River for a portion of the purchase price paid to acquire the Property. The Contribution is intended to assist the Town of Blue River's financing of the purchase of the Property and does not entitle the Contributing Parties to any ownership or interest in the Property, except as to such rights as provided in this Agreement.

2. The Contribution shall be paid to the Town of Blue River within 30 days of the execution of this Agreement.

3. In exchange for the Contribution, the Town of Blue River agrees to the following:

(a) Use of the Property: Except as otherwise provided in this Agreement, the Property shall remain undeveloped as open space and be used solely for those permitted uses set forth on Exhibit B attached hereto and incorporated by this reference, such permitted uses meaning the commonly accepted definition for such terms.

(b) Trail: The purpose of the Contribution is to assist the Town of Blue River with acquisition of the Property to construct a north-south trail (the "Trail"), perfecting public access along the "Wakefield/Blue River Trail". The Trail shall be non-motorized (except for limited motorized access for disabled users if mandated by federal or state law) and multi-use allowing General Public access, as defined below. The Parties agree to collaborate on the construction, design, signage, and maintenance of the Trail (the "Work"). The Town of Blue River agrees that it will not perform any Work without the prior express written approval of the Contributing Parties. The Parties agree to pay their Proportionate Share, as defined below, of the actual costs incurred for the Work, provided, however, nothing in this Agreement shall be interpreted as requiring the Contributing Parties to assume sole responsibility for the Work or payment of the costs related thereto. The term "Proportionate Share" shall mean the following:

<u>Party</u>	<u>Proportionate Share</u>
Town of Blue River	70%
Town of Breckenridge	15%
County	15%

(c) Public Access: The Trail will be dedicated for use by the General Public in perpetuity and remain open to the General Public subject to temporary closure for public safety or maintenance. For the purposes of this Agreement the term "General Public" means and refers to all residents and visitors of Summit County.

(d) Forest Health / Weed Management: The Parties agree to collaborate on weed management and forest health projects on the Property ("Weed Management"). The Parties agree to pay their Proportionate Share of the actual costs incurred for Weed Management, provided, however, nothing in this Agreement shall be interpreted as requiring the Contributing Parties to assume sole responsibility for Weed Management or payment of the costs related thereto.

4. The Town of Blue River agrees that if the Property is not open for open space or recreational purposes for any reason, and if such closure is not cured within thirty (30) days after written notice thereof is given by either of the Contributing Parties, or if such default shall be of the nature that it cannot be cured completely within such thirty (30) day period and the Town of Blue River has not promptly commenced work within such thirty (30) day period to cure the closure or has not thereafter proceeded with reasonable diligence and in good faith to remedy such closure, the Contributing Parties may remedy such closure by any means necessary or, alternatively, may demand that the Town of Blue River refund the Contribution to the Contributing Parties. Such refund shall include interest calculated at a rate equal to the overall percentage increase in the Denver Average Consumer Price Index, as determine by the United States Bureau of Labor Statistics, from the date of this Agreement to the date of default pursuant to this paragraph 4. In no event shall the refund be less than the amount of the Contribution.

Refund shall be made by the Town of Blue River within thirty (30) days after a written request is made by the Contributing Parties.

5. In the event the Town of Blue River desires to sell the Property, or any portion thereof, the Town of Blue River shall first send a written offer to the Contributing Parties (each an "Offer"). The Offer shall state a specified price and all terms and conditions of the proposed sale. If the Contributing Parties, either jointly or separately, desire to accept the subject Offer, then the Contributing Parties shall, within 30 days from receipt thereof, send their acceptance in writing to the Town of Blue River. If the Contributing Parties do not accept the subject Offer, then for a period of one year from the date of mailing of the subject Offer, the Town of Blue River shall be free to sell the Property, or any portion thereof, offered to the Contributing Parties at a price not less than that contained in the subject Offer subject to the provisions of this Agreement.

6. Subject to paragraph 5 above, in the event the Town of Blue River trades or conveys the Property, or any portion thereof, to any other person or entity, a trail easement shall be recorded on the Property prior to conveyance. Said easement shall be a minimum of 20' from centerline of the Trail granting non-motorized access to the General Public, to the satisfaction of the Contributing Parties. The cost of the survey work for the easement will be incurred by the Town of Blue River.

7. Subject to paragraph 5 above, in the event the Town of Blue River trades or conveys the Property, or any portion thereof, to any other person or entity, and such person or entity agrees to continue to be bound by and to use the Property in accordance with Paragraph 3 above, then the Contributing Parties understand that they will not be refunded any portion of the Contribution. Notwithstanding paragraph 6 above, if such person or entity does not agree to be bound by and to use the remainder of the Property as open space in accordance with Paragraph 3 above, then the Town of Blue River shall refund the Contribution to the Contributing Parties, together with interest calculated as provided in paragraph 4 above, within thirty (30) days after a written request for a refund is made by either Contributing Party.

8. Subject to paragraph 5 above, in the event that the Town of Blue River trades or sells the Property, or any portion thereof, to another person or entity, the Contributing Parties will not be limited in their use of any real property received in the trade by any language contained in this Agreement.

9. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. No third-party beneficiaries are created or intended to be created by this Agreement whatsoever.

10. The County will cause an executed copy of this Agreement to be recorded in the Summit County Clerk and Recorder's Office.

11. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

IN WITNESS WHEREFORE, this Agreement is entered into the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF  
SUMMIT COUNTY, COLORAOD

\_\_\_\_\_  
Tamara Pogue, Chair

ATTEST:

\_\_\_\_\_  
Taryn Power, Clerk and Recorder

TOWN OF BLUE RIVER

\_\_\_\_\_  
, Mayor

ATTEST:

\_\_\_\_\_  
TOWN OF BRECKENRIDGE

\_\_\_\_\_  
Kelly Owens, Mayor

ATTEST:

\_\_\_\_\_  
Helen Cospolich, Town Clerk

**EXHIBIT A**

[Legal Description of Subject Property – Placeholder]

## **EXHIBIT B: USES PERMITTED**

Open Space

Open Space Accessory Uses such as Trails, Signs, Trailheads, Trail Portals

Wildfire Mitigation and Forest Health Management

Restoration & Stabilization of Historic Structures Existing On-Site

Mine Reclamation and Clean-Up

Other uses consistent with open space and trail use mutually agreed to by all Parties.