

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (“License”), dated as of November 7, 2025, is made by and between Clear Creek County, Colorado, a body politic and corporate, acting by and through its Board of County Commissioners (“County”), and Sarinna Yoder dba The Silver Lake Lodge, (“Licensee”).

This License RELATES TO REAL PROPERTY in Clear Creek County, Colorado, described as:

Lot 70, Winterland Subdivision, Unit 2, County of Clear Creek, State of Colorado, per subdivision plat recorded in the Office of the Clear Creek County Clerk and Recorder, at Book 303, Page 505, Reception Number 37738, and commonly identified as 336 Crest Drive, Idaho Springs, CO.

Recitals

A. Licensee is the owner of Lot 70, Winterland Subdivision, Unit 2, per subdivision plat recorded in the Office of the Clear Creek County Clerk and Recorder, at Book 303, Page 505, Reception Number 37738, and commonly identified as 336 Crest Drive, Idaho Springs, CO., located in an unincorporated portion of Clear Creek County (“Lot 70”).

B. In the subdivision plat for Winterland Subdivision - Unit 2, identified above, the streets and roads shown in said plat, including Mine Road, were dedicated to the public and such dedication was accepted by County. The dedication of the Mine Road right-of-way adjacent to Lot 70 is 25 feet on either side of the centerline described in the plat identified above.

C. Licensee desires to be granted permission to allow encroachments within a portion of Mine Road, more specifically described as a covered wooden deck, depicted in Exhibit A, attached hereto and incorporated herein by this reference.

D. County is willing to grant to Licensee a temporary license for such activity by Licensee subject to the terms and conditions set forth below and Licensee is willing to accept the grant of a license on those conditions.

Grant

In consideration of the mutual covenants and stipulations herein expressed, the parties hereto agree as follows:

1. **Grant of License.** County hereby grants to Licensee a temporary license to allow the encroachments to remain in the right-of-way portion of Mine Road as shown in Exhibit A (“Property”), subject to the terms and conditions hereinafter expressed. The location of the

encroachments depicted in Exhibit A are based upon an Improvement Location Certificate, (recorded at Book 555, Page 501 in the Official Records of the Clear Creek County Clerk and Recorder) prepared on behalf of a prior owner of the Property, and County shall have no responsibility for the accuracy of the information on Exhibit A.

2. **Purpose of License.** The Property may be occupied and used by Licensee only for the placement of the encroachments which are listed above and more fully shown Exhibit A.

3. **No Monetary Consideration.** This license is granted to Licensee as an accommodation to Licensee and shall be without monetary consideration. Licensee hereby acknowledges the title of Licensor to the Property and agrees never to assail, resist, claim, or deny such title.

4. **License Not Exclusive.** This license is not exclusive to Licensee, and Licensee shall have the privilege hereunder only of occupying and using such portion of the Property as is necessary to accomplish the purposes hereinabove set forth. Licensor shall have the right to enter upon the Property for its own purposes, or to permit others to enter upon the Property. Licensee may not in any circumstances enforce any privilege it obtains under this License against any third party.

5. **Indemnification.** Licensee shall exercise its privileges granted hereunder at its own risk, and Licensee shall indemnify Licensor against all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with, the occupation or use of the Property by Licensee, its agents, employees, invitees, or guests. Licensor shall not be liable to Licensee if Licensee's occupation or use of the Property shall be hindered or disturbed.

6. **No County Liability.** Without in any way limiting or waiving its rights and immunities under the Colorado Governmental Immunity Act (§24-10-101, CRS, et seq. and any successor thereto), the County shall have no liability to Licensee or any invitee or agent of Licensee for any damage or injury of any nature, and from any cause, whatsoever (other than the County's unprivileged act intending to cause such damage or injury) to any covered wooden deck erected, or any other personal property or person located, on the Property pursuant to the privileges in this License.

7. **License Not Assignable.** Licensee's privileges hereunder are personal and shall not be assignable by Licensee in whole or in part. The foregoing notwithstanding, the County consents to the assignment to any successor in title to Lot 70 subject to its acceptance of the terms and conditions herein expressed. Any successor in title shall have accepted the terms and conditions hereof by the act of exercising the privilege herein provided.

8. **No Property Right in the Right-of-Way.** Nothing herein contained shall be interpreted or construed as granting a property right of any nature whatsoever in the Property.

9. **Termination.**

- A. **Termination Upon Occurrence of Events.** This License terminates automatically, without notice, upon Licensee's sale or transfer of Lot 70, unless the sale or transfer includes an assignment of this License consented to by the County in accordance with the terms hereof. This License terminates



automatically, without notice, upon the event of the destruction of the covered wooden deck or its removal from the Property. This License terminates automatically, without notice, upon the breach by Licensee of any of the terms and conditions hereof. This License may be terminated at any time by Licensee by written notice to the County addressed to the Board of County Commissioners.

- B. Termination At County's Sole Discretion.** This License is terminable at will in the sole discretion of the County at any time. Licensee expressly acknowledges that this License may be terminated by County for any reason or no reason. County shall endeavor to give notice of its termination by oral or written notice to the occupant of Lot 70, which may be done by posting a notice on or adjacent to the covered wooden deck, but such notice is not required to effect a termination and the County's failure to give such notice will not impair in any way its ability to terminate the License at any time. Upon termination, Licensee shall have thirty (30) days within which to remove the covered wooden deck from the Property, after which, the County may destroy it or otherwise remove it. If notice has been given as described herein, the cost of destroying or removing the covered wooden deck shall be Licensor's; if notice has not been given, County will bear the cost of destroying and removing the covered wooden deck but will have no liability for the cost or value of the covered wooden deck.

CLEAR CREEK COUNTY, COLORADO
By and through its Board of County Commissioners

Rebecca Lloyd, Chair



STATE OF COLORADO)
) ss.
COUNTY OF CLEAR CREEK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by George Marlin, Chair, Board of County Commissioners of Clear Creek County, Colorado.

S E A L

Notary Public

ACCEPTANCE

Sarinna Yoder dba The Silver Lake Lodge, Licensee, being the current owner of Lot 70 of the Winterland Subdivision - Unit 2, hereby acknowledge that it has carefully read the Temporary License Agreement and know its contents, and accepts the foregoing Temporary License Agreement on the terms and conditions set forth above.

Dated: November 7, 2025.

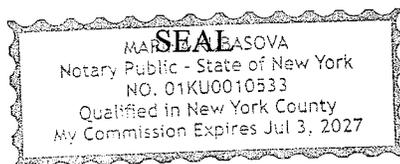
Sarinna Yoder
By: Sarinna Yoder

^{New York}
~~STATE OF COLORADO~~)
)ss.
COUNTY OF New York)

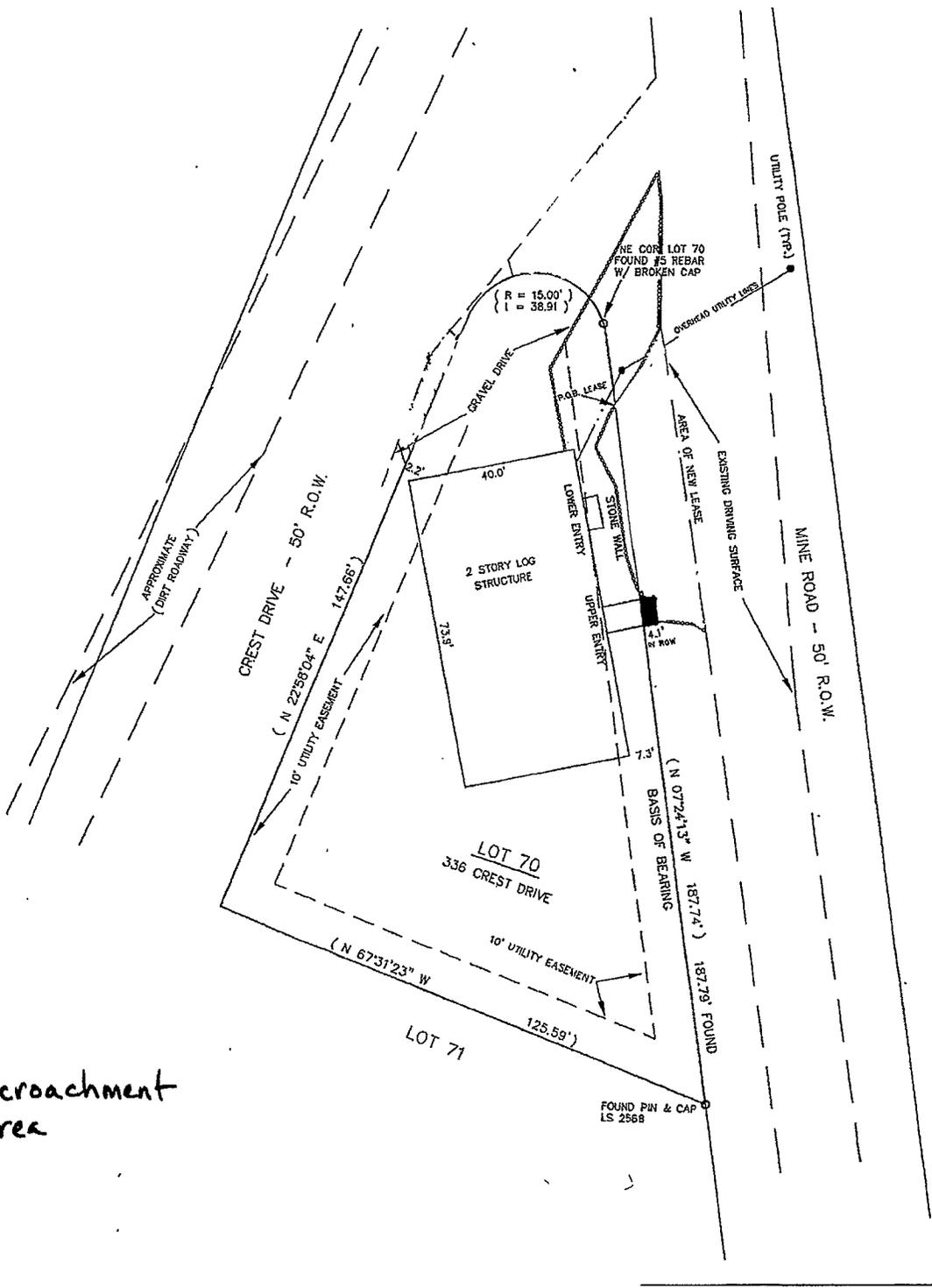
The foregoing instrument was acknowledged before me this 7 day of November, 2025, by Sarinna Yoder.

[Signature]
Notary Public

My Commission Expires: 11/7/2025



[Handwritten mark]



■ Encroachment Area