



OPEN SPACE & TRAILS DEPARTMENT

970 668 4060 ph | 970 668 4225 f
summitcountyco.gov

0037 Peak One Dr. | PO Box 5660
Frisco, Colorado 80443

Sam Massman
Acting District Ranger, Dillon Ranger District
White River National Forest
Sent via email to: samuel.massman@usda.gov

Subject: Comments on 2026 Frisco Nordic Center Improvements CE

Dear Mr. Massman,

Summit County Open Space and Trails (OST) would like to provide the following comments on the Scoping Notice for the Town of Frisco and Summit Huts Association proposal to implement improvements at the Frisco Nordic Center. Overall, Summit County OST is supportive of the proposed improvements, especially expanded access to groomed winter trails.

One important correction is that the private lands identified as “owned by Colorado Open Lands” in the Scoping Notice are owned and managed by Summit County. Colorado Open Lands, who holds the Deed of Conservation Easement, has reviewed and approved the proposed trails through a letter stating that the trails are consistent with the intent of the Conservation Easement. The Summit County Open Space Advisory Council has also reviewed the proposed alignments and recommended them for construction. Summit County and the Town of Frisco have a fully executed License Agreement in place allowing for construction and maintenance of these trails on Summit County property (Attachment 1). The trails support Goal 7 of the OST Master Plan, “Develop, maintain, and improve quality trail-based summer and winter recreation opportunities,” as well as Policy 11.7 – “Minimize resource impacts and trail proliferation by concentrating use and access points in areas suitable for high-density recreation.” TOF grooms the adjacent Dillon Reservoir Recpath, and the new Nordic Ski and winter multi-use trails will be valuable additions to the free groomed trails in this area.

Summit County OST is also supportive of the proposed hut, provided it meets all regulatory requirements and it is thoughtfully designed, managed, and marketed to emphasize a backcountry experience over a front county experience akin to a short-term rental. The hut supports Policy 9.6 of the Summit County OST Master Plan to “Prioritize reducing barriers to accessing open space and trail activities... for individuals who currently do not participate in outdoor recreation activities.” A hut that is accessible “without requiring specialized backcountry skills or equipment” will provide a safe introduction to human-powered overnight experiences on local public lands.

Thank you for the opportunity to comment. Questions or clarifications on this letter can be directed to Jordan Mead, Senior Resource Specialist at (970) 668-4065 or jordan.mead@summitcountyco.gov.

Sincerely,

Katherine King (Mar 3, 2026 11:27:15 MST)

Katherine King, Director
Summit County Open Space and Trails Department

IRON SPRINGS OPEN SPACE NATURAL SURFACE AND NORDIC SKI TRAIL LICENSE AGREEMENT

THIS IRON SPRINGS OPEN SPACE NATURAL SURFACE AND NORDIC SKI TRAIL LICENSE AGREEMENT (“**Agreement**”) is dated January 13, 2026, and is between the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, a political subdivision (“**Licensor**” or “**County**”) and TOWN OF FRISCO, a Colorado municipal corporation (“**Licensee**” or “**Town**”). Licensor and Licensee are each a “**Party**” and are collectively the “**Parties**.”

Background

Licensor owns the subject property legally described as TR 5-77 Sec 31 Qtr 3, PART OF TRACT A IRON SPRINGS OPEN SPACE ALSO PART OF VACATED HWY 9 (Sch. No. 6517346) in Summit County, Colorado (“**Licensor’s Property**” or the “**Property**”) which is depicted in **Exhibit “A”** attached hereto, and incorporated herein by reference. Licensee wants to obtain a revocable license to construct and maintain a new natural surface trail, and to construct and maintain a Nordic ski trail on the Property. Licensor has agreed to grant Licensee a non-exclusive personal, fully revocable privilege to use Licensor’s Property in accordance with, and subject to, the terms, conditions and limitations in this Agreement.

Licensor will allow Licensee to construct and maintain a natural surface trail and to construct and maintain a Nordic ski trail on the Iron Springs Open Space from the paved Recpath along the Dillon Reservoir shoreline (vacated Highway 9 alignment) north and east of Highway 9, returning to the paved Recpath on United States Forest Service (“USFS”) property under Special Use Permit to Summit County, herein referred to as the “**Trails**” as shown on Exhibit “A”, and subject to the terms and conditions of this Agreement.

Agreement

The Parties agree as follows:

1. **Grant of License.** Licensor grants to the Licensee the personal privilege and permission to enter Licensor’s Property to construct and maintain the Trails.
2. **Access.** Licensee may access the Property from the County Commons Parking Lot or the underpass.
3. **Term.** This Agreement and the license granted to Licensee commences as of the date of this Agreement and continues until terminated in accordance with the terms of this Agreement.

4. **Permitting.** Licensee will be responsible for obtaining all required permits and approvals from the USFS and Licensors in accordance with applicable rules and regulations, and for providing proof of approvals to the Licensors.
5. **Licensors' Right to Review and Approve Work.** The Trails will be constructed according to the following standards: a natural surface trail no more than 18" in width and generally in the location as mutually agreed upon by the Parties as depicted in Exhibit A and a Nordic Ski Trail no more than 18' in width and generally in the location as mutually agreed upon by the Parties as depicted in Exhibit A. Licensors may approve, deny, or conditionally approve modification to the Trails in its sole and absolute discretion.
6. **Improvement Become Licensors' Property.** All improvements made to the Licensors' Property by Licensee will become the Licensors' property upon incorporation of such improvements into the existing trails and roads located on the Licensors' Property.
7. **Cost of Construction.** Licensee will assume all costs associated with construction of the Trails pursuant to this Agreement.
8. **Means of Trails Construction.** Licensors has the right to review and approve the means and methods to be used by Licensee to install the Trails upon Licensors' Property pursuant to this Agreement. The Trails may be built using machine or hand tools. The final tread of the natural surface trail shall not exceed 18 inches, and the final tread of the Nordic ski trail shall not exceed 18 feet. Construction methods and plans must be approved by the Summit County Engineering and Open Space and Trails departments.
9. **Removal of materials.** Licensee will remove any materials generated during construction of the Trails from Licensors' Property. This includes, but is not limited to, excess earthen materials, as well as branches, slash, stems, and stumps generated from tree removal.
10. **Maintenance.** Licensee shall maintain the Trails at all times. Licensee shall pay for or perform all required maintenance of the Trails at its sole expense pursuant to this Agreement. Maintenance of the natural surface trail will include drag grooming of the trail surface with a snowmobile with attachment, and machine grooming of the Nordic Ski track during the winter months. The Nordic ski track shall remain closed in the summer months and shall have adequate barriers and signs installed to prevent access.
11. **Licensors' Right to Require Closure of Trails(s).** Without terminating this Agreement Licensors, in its sole and absolute discretion, may close or require Licensee to temporarily close the Trails. Licensee will close the specified Trails within such reasonable period of time as Licensors may establish.
12. **Damage.** Should Licensee cause any damage to Licensors' Property or areas immediately adjacent to Licensors' Property during the exercise of the rights granted herein, Licensee

shall restore such damaged area(s) to a condition substantially similar to its original level and condition, as may reasonably be determined by Licensee.

13. **Future Uses on the Property.** Licensee acknowledges that the Licensor has sole discretion concerning the future development of Licensor's Property and the Trails may be abandoned with neither compensation nor guarantee of relocation at which point this Agreement will terminate.
14. **No Interest in Land.** This Agreement does not create an interest or estate in Licensee's favor in Licensor's Property. Licensor retains legal possession of the full boundaries of Licensor's Property and this Agreement merely grants Licensee the personal privilege to use Licensor's Property in strict compliance with the terms and conditions of this Agreement. This Agreement does not create an assignment coupled with an interest in favor of Licensee. Any time, money, or labor expended by Licensee will be at Licensee's own risk and peril.
15. **Conservation Easement in Full Effect.** Licensor's Property is managed under a Deed of Conservation Easement held by Colorado Open Lands (Rec. 720889), as amended (Rec. 1145256) (the "Conservation Easement"). Licensee will abide by all terms and conditions of the Conservation Easement. Written permission for construction of the Trails has been granted by Colorado Open Lands and is attached hereto as Exhibit "B" and incorporated herein by reference.
16. **Limited Scope of License.** The license granted to the Licensee by this Agreement is limited in scope to the construction, maintenance, use and repair of the Trails, which are subject to Licensor's approval. Licensee may not alter or change Licensee's use of Licensor's Property pursuant to this Agreement. Licensee shall take no action that limits or restricts operation of the trails on either side of the subject Trails including, but not limited to, closure of the adjacent trails without prior express written permission of the Licensor.
17. **Non-Transferability of License.** The license granted to Licensee by this Agreement is a mere personal privilege and is neither transferable nor assignable by Licensee. Any attempt by Licensee to assign or transfer the license is a nullity and of no force and effect whatsoever.
18. **Termination.** This Agreement and the license granted to Licensee by this Agreement will terminate sixty (60) days after written notification of termination is provided by the Licensor to Licensee. The sixty (60) day notice provision established by this Section is acknowledged by Licensee to be reasonable. Such notice may be given at any time by the Licensor in its sole and absolute discretion. Licensee will close and decommission the Trails from Licensor's Property within such reasonable period of time as Licensor may establish.
19. **Insurance.** Licensee will obtain and maintain at all times during the term of this Agreement, at Licensee's sole cost, general liability insurance, which may be self-

insurance through the Colorado Intergovernmental Risk Sharing Association, with combined single limits of coverage of not less than \$1,200,000.

20. **Indemnification.** Licensee will, to the extent permitted by law, if permitted at all under the Article X, Section 20, of the Colorado Constitutional, indemnify and defend Licensor from any claim, loss, or damage to any person or property (including attorneys' fees) that is caused by the Licensee's use of the Licensor's Property pursuant to this Agreement; provided, however, Licensee is not required to indemnify Licensor to the extent a claim, loss, or damage is caused by the negligence or other fault of Licensor. The indemnity obligation of this Section, if any, will survive the termination of this Agreement and be fully enforceable thereafter.
21. **Notices.** All notices required or permitted under this Agreement must be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies, directed as follows:

If intended for Licensor, to:

Open Space and Trails Department
37 Peak One Drive, PO Box 5660
Frisco, CO 80443
Attn: Director
Phone: 970-668-4060
Email: openspace@summitcountnyco.gov

with a copy in each case (which will not constitute notice) to:

Board of County Commissioners
P.O. Box 68
Breckenridge, Colorado 80424
Attn: County Manager
Telephone number: (970)453-3404
Email: bocc@summitcountyco.gov

And to:

Jeff Huntley, Esq.
Summit County Attorney
P.O. Box 68
Breckenridge, Colorado 80424
Telephone number: (970)453-3407
Email: jeffrey.huntley@summitcountyco.gov

If intended for Licensee, to:

Town of Frisco
P.O. Box 2380
Breckenridge, Colorado 80424
Attn: Town Manager
Telephone number: (970) 668-9123

Any notice delivered by mail in accordance with this Section will be effective on the third business day after having been deposited in any post office or postal box regularly maintained by the United States Postal Service. Any notice delivered by telecopier in accordance with this Section will be effective upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone and a copy of the notice is sent by certified mail, return receipt requested, on the same day to the intended recipient. Any notice delivered by hand or commercial carrier will be effective upon actual receipt. By notice given as provided above any Party may change the address to which future notices may be sent. E-mail is not a valid means of giving notice under this Agreement.

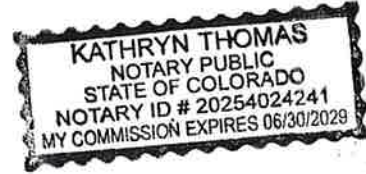
22. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
23. **Modification.** This Agreement may be modified or amended only by a duly authorized written instrument executed by all of the Parties. Oral amendments to this Agreement are not permitted.
24. **Section Headings.** Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
25. **Governmental Immunity.** Each Party is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, (Section 24-10-101, et seq., C.R.S.), as from time to time amended, or any other limitation, right, immunity or protection otherwise available to the Parties, their officers, agents, representatives, or employees.
26. **Applicable Law.** This Agreement is to be interpreted in all respects in accordance with the laws of the State of Colorado.
27. **Waiver.** The failure of any Party to exercise any of its rights under this Agreement is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.
28. **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

29. **No Adverse Construction.** All Parties had the opportunity to participate in the drafting of this Agreement. This Agreement is not to be construed against any Party based upon authorship.
30. **Authority.** The individuals executing this Agreement on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Agreement and to bind such Party to fully perform the obligations set forth in this Agreement.
31. **No Recording.** This Agreement **MAY NOT** be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.
32. **Annual Appropriation.** Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Town Council of the Town of Frisco, in its sole and absolute discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall not be effective with respect to the financial obligation of the Town for which and appropriation is not provided, and shall terminate immediately upon the date on which a duly authorized appropriation of funds is no longer available with respect to such obligation.
33. **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 County and nothing contained in this Agreement shall give or allow any claim or right of action by any other person with respect to this Agreement.

BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO

By: 
David Rossi, County Manager

STATE OF COLORADO)
)
County of Summit)

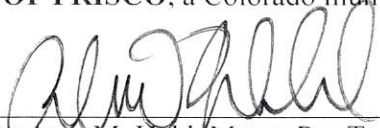


The foregoing instrument was acknowledged before me this 28 day of January, 2026
by David Rossi as County Manager of Summit County, Colorado.

My commission expires 6/30/29, _____. Witness my hand and official seal.


Notary Public

TOWN OF FRISCO, a Colorado municipal corporation

By: 
Andrew M. Held, Mayor Pro Tem

ATTEST:

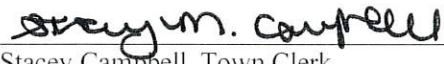
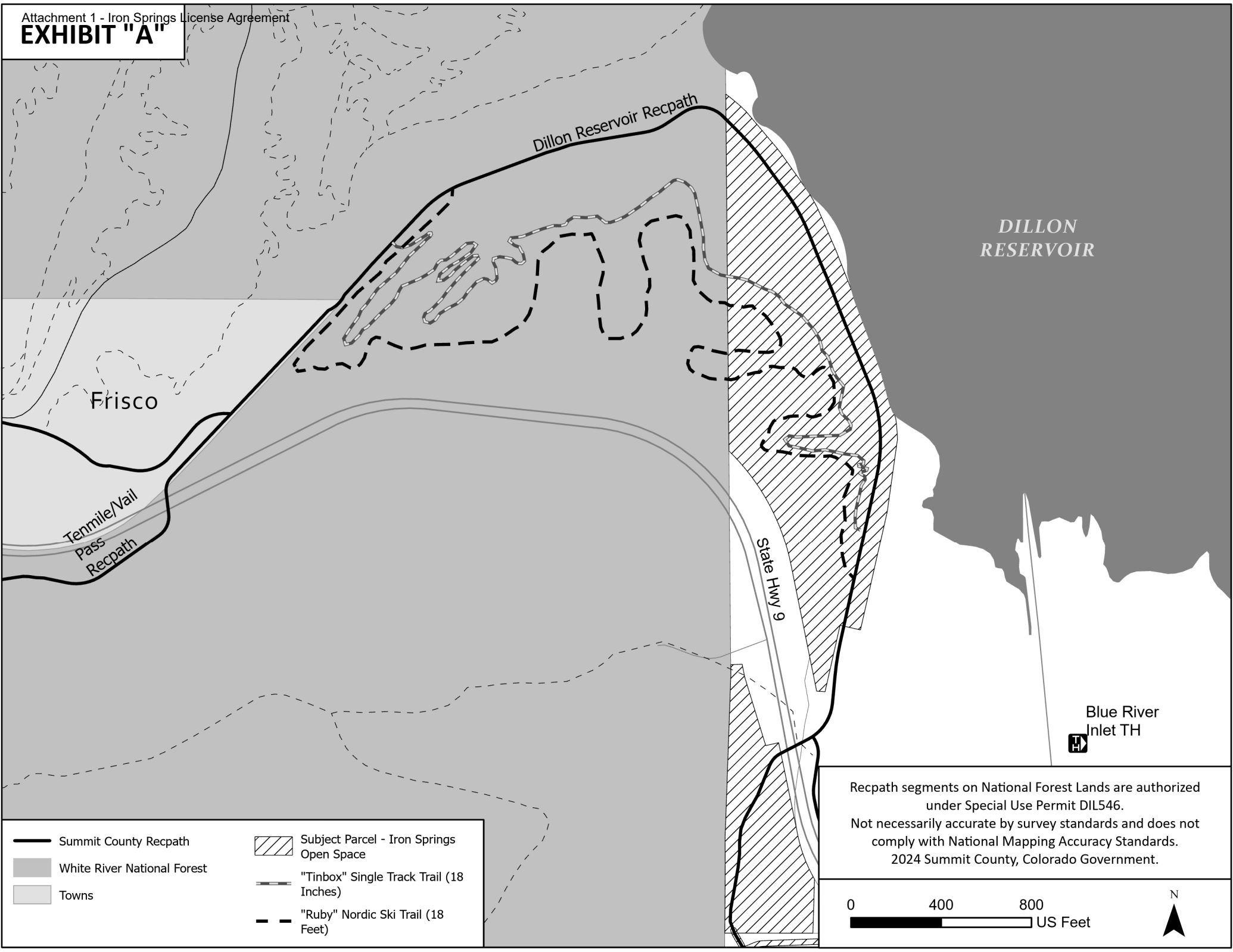

Stacey Campbell, Town Clerk

EXHIBIT "A"



DILLON
RESERVOIR

Frisco

Tenmile/Vail
Pass
Recpath

State Hwy 9

Blue River
Inlet TH

Recpath segments on National Forest Lands are authorized under Special Use Permit DIL546. Not necessarily accurate by survey standards and does not comply with National Mapping Accuracy Standards. 2024 Summit County, Colorado Government.

- Summit County Recpath
- White River National Forest
- Towns
- Subject Parcel - Iron Springs Open Space
- "Tinbox" Single Track Trail (18 Inches)
- "Ruby" Nordic Ski Trail (18 Feet)



January 9, 2025

Summit County Open Space & Trails
Attn: Jordan Mead
37 Peak One Drive
Frisco, CO 80443

Dear Jordan,

The purpose of this letter is to respond to your request to construct two trails on the Iron Springs Open Space Deed of Conservation Easement Property.

The following sections of the Conservation Easement pertain to your request:

5. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

5.b. Fences. The construction or reconstruction of any fence, except to repair or replace existing fences, build new fences for purposes of reasonable and customary management to control public access, or to build new fences for separation of ownership and uses.

5.f. Paving and Road and Trail Construction. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material except for portions of the Summit County recreational pathway as it exists or may be relocated on the Property, nor shall any road or trail be constructed without the advance written permission of Grantee. Grantee shall give such permission within a reasonable time, unless Grantee determines that the proposed paving or covering of the soil, or the location of any road or trail, will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Deed, and such permission shall not be unreasonably withheld.

5.j. Motorized Vehicles. Use of snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles off of designated roads or trails, except for necessary property maintenance purposes performed by Grantor and its contractors, is prohibited.

We have reviewed the documentation you provided, including the plans, maps, and correspondence. Based on our review, we have determined that the proposed construction of the Winter Trail and Summer Trail is consistent with the Conservation Easement and can therefore be approved.

This determination is based on the following considerations:

Winter (Nordic) Trail: The trail, measuring 18 feet in width, will be strategically situated in areas requiring minimal modification, including limited grading, tree and vegetation removal, and drainage infrastructure. The trail surface will be reseeded to promote the natural revegetation of native grasses, ensuring a natural appearance and preventing erosion. The Winter Trail will be

closed to all users during the summer, with buck-and-rail fencing installed along areas overlapping the Summer Trail to restrict access. This fencing will remain in place for 8–10 years or until the trail is fully established. This trail will be machine-groomed in the winter for Nordic skiing, and this motorized vehicle use will be limited to the designated trail and its required maintenance.

Summer Trail: The trail will be 24 inches wide, also designed to minimize impact. The surface will consist of natural earthen material, initially cut to 36 inches in width but allowed to shrink to and maintained at 24 inches. The Summer Trail will remain open to winter users and may occasionally be groomed by snowmobile for multi-sport activities. This motorized vehicle use will be limited to the designated trail and its required maintenance.

Both trails are designed to follow in very similar paths to one another, clustering the overall disturbance, while largely avoiding the wetland area that occurs in the southeastern corner of the property. Therefore, the installation of these trails, the plans for revegetation post-construction, the continued maintenance, and the careful management of passive public recreation will have no significant impairment or interference with the scenic, open space, and natural condition Conservation Values of this Conservation Easement.

Please be advised that this approval is only for the construction of the two trails and fencing for which plans were provided and this letter does not preclude our responsibility or ability to enforce the terms of the easement.

Please don't hesitate to contact me if you have any questions regarding this proposal or other easement issues you would like to discuss.

Sincerely,



Chelsea Collins
Director of Stewardship
303-988-2373 x214
ccollins@coloradoopenlands.org

Summit County Open Space Comment Letter_2026 Frisco Nordic Center Improvements

Final Audit Report

2026-03-03

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By:	Jordan Mead (jordan.mead@summitcountyco.gov)
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