REVOCABLE PERMIT AGREEMENT

BETWEEN

TOWN OF OAK CREEK

AND

CLAIRE SCANLON

This **Revocable Permit** ("Permit") is entered into this 24th ____day of February_____, 2023 by and between the Town of Oak Creek, Colorado ("Town") as owner of 101 and 103 E. Main Street, Oak Creek, Colorado, also known as LOT's 15 & 16 BLK 2 ORIGINAL TOWN OF OC ("Town Property"), also known as the Main Street park and Claire Scanlon ("Permittee") as Owners of Mica Gardenscapes for seasonal use of a portion of these properties as described herein, including the attachments hereto, and referred herein as "Permitted space".

Compensation: Mica Gardenscapes will build, and will annually fill with planting materials and soil, seven new planters, including three large planters, two medium planters and two small planters valued at an estimated cost of $2,2801,600, inclusive of of planting materials and soil. Mica Gardenscapes will purchase seven new planters for outdoor use at a cost of $800 960.for planter construction and $1,480 of planting materials and soil. Mica Gardenscapes shall donate these seven planters, planting materials and soil to the Town in lieu of compensation. Mica Gardenscapes will maintain these seven planters from late May through the end of September, or when frost arrives, whichever is first at the end of the growing season. Maintenance will include watering, fertilizing, deadheading and refilling the planters with plants seasonally. Mica Gardenscapes will complete trash pick-up and ensure there is no debris or litter by cleaning up the entire park site each business day and will control any noxious weeds growing in the entire park. These maintenance services and the site clean-up services are valued at approximately $252 per week or $1,008 per month1,000. Additional compensation may be considered by the parties annually.

Deposit: the Permittee(s) shall provide a cash deposit to the Town in the amount of $250.00 that the Town will use to clean-up the Permitted space and property nearby or adjacent to the Permitted space; to remove equipment, remove structures and remove any property of the Permittee(s), Permittee employees, or any person or business associated with the Permittee, upon ten (ten) days written notice to the Permittee. Town will use deposit to remove rubbish, litter and debris from the Permitted space and property nearby or adjacent to the Permitted space.

Use: The Town hereby grants a revocable permit to the Permittee for seasonal use of each year this revocable permit is valid, to use a portion of the above described property and as shown on a site plan "Attachment A" to this Permit, herein this Permit referred to as "Permitted space"),

located at 101 and 103 E. Main Street, for the purposes stated in the Permittee's *Mica Gardenscapes Proposal~~: Use of Town Park Space for a Retail Garden Center~~*, as delineated in the attached Attachment B and as stated herein. By virtue of this Permit, the Permittee shall be permitted to use Permitted space of the Main Street ~~park~~ Park shown on said Attachment A, seasonally and subject to the terms and conditions of this Permit. Permittee shall not obstruct Town snow storage use or Town events in any way. Permittee shall abide by the Municipal Codes.

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Liability and Insurance: The Permittee shall be responsible for the maintenance and site maintenance services as described in Attachment B of the Permitted space. Any personal injury or property damage, or other injury or damage arising from, associated with, or caused by the construction, use, maintenance, repair or existence of this Permitted space, or the issuance of this Permit, is the exclusive responsibility of the Permittee. The Permittee hereby agrees to indemnify, defend, protect and save harmless the Town, its officers, agents and employees from and against all claims, suits, actions, liability, loss, damage, attorneys' fees and court costs, and expense arising from, associated with, or caused by the construction, use, maintenance, repair, or existence of this encroachment, or the issuance of this Permit.

Permittee shall furnish the Town a certificate of insurance evidencing liability insurance concerning the Permitted space and associated premises with minimum limits of $1,000,000, including the Town, its officers and its employees, as primary, non-contributory additional insureds, and provide that said insurance may not be cancelled except upon no less than thirty (30) days written notice to the Town.

Term: This Permit shall be issued for a term beginning no sooner than date first noted above and shall be effective until revoked or until such use of the Permitted space for the purposes herein ceases for a period of six months whichever occurs first. This Permit is revocable by the Town of Oak Creek's Board of Trustees at its pleasure with written notice to the Permittee.

The Permittee hereby acknowledges that the Permitted space use is revocable by the Town Board. Permittee further covenants and agrees that upon the withdrawal or revocation of the Permit at the pleasure of the Board of Trustees that they will remove anything not owned by the Town of Oak Creek and restore the Town property to the condition it was previous to the granting of this Permit including, and not limited to, removal of any and all structures, fixtures, equipment and commercial property not owned by the Town but lying within, nearby and/or adjacent to the Permitted space.

TOWN OF OAK CREEK, COLORADO

_____

Nikki Knoebel, Mayor

Attest:

DRAFT

_____
David Torgler
Town Administrator/Clerk

PERMITTEE(S)

_____
Claire Scanlon, Owner of Mica Gardenscapes

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023~~2~~ by Claire Scanlon.

(S E A L)

_____
Notary Public

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023~~2~~ by David Torgler.

(S E A L)

_____
Notary Public

DRAFT