REVOCABLE PERMIT AGREEMENT

BETWEEN

TOWN OF OAK CREEK

AND

DUELING D'S BBQ AND GRILL, LLC

This Revocable Permit ("Permit") is a contract and entered into this 13TH day of April, 2023 by and between the Town of Oak Creek, Colorado ("Town") as owner of 116 E. Main Street adjacent to Block 5 as dedicated and shown on the ORIGINAL TOWN OF OAK CREEK, County of Routt, State of Colorado ("Town Property"), and Dueling D's BBQ and Grill, LLC ("Permittee") as owner of the Lot 8 and East 1/2 of Lot 9, Block 5, ORIGINAL TOWN OF OAK CREEK, County of Routt, State of Colorado ("Permittee Property").

The Town hereby grants a revocable permit to the Permittee for a period beginning April 14, 2023 to locate a sign and wall mounted lights to be issued in accordance with Sections 17.10.011, Sign Standards, and 17.10.010, Lighting of the Oak Creek Municipal Code, and affixed to the Permittee Property that encroaches into the Town Property along the north line of the Permittee Property as shown on Attachment A, pages 1 and 2. By virtue of this Permit, the Permittee shall be permitted to locate said sign and lighting encroaching on the Town Property subject to the terms and conditions of this Permit.

The Permittee, and each partner, employee or individual, jointly and severally, shall be responsible for the maintenance of the encroachment. Any personal injury or property damage, or other injury or damage arising from, associated with, or caused by the use, maintenance, repair or existence of the use or encroachment, or the issuance of this Permit, is the exclusive responsibility of the Permittee. To the fullest extent permitted by law, the Permittee agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Event, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Permittee or any subcontractor of the Permittee, or any officer, employee, volunteer or agent of the Permittee or any subcontractor, or any other person for whom Permittee is responsible. The Permittee shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Permittee's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

Permittee shall furnish the Town a certificate of insurance for the Event evidencing liability insurance with combined single limits of $1,000,000 each occurrence and $2,000,000

aggregate, include the Town, its officers and its employees on a primary and non-contributory additional insureds basis, and provide that liability insurance policies may not be cancelled except upon no less than thirty (30) days written notice to the Town.

This Permit shall be issued for a term beginning no sooner than April 14, 2023 and shall be effective until revoked or until such use of the Permittee Property for which the sign and lighting was issued ceases whichever occurs first. This Permit is revocable by the Board of Trustees at its pleasure with written notice to the Permittee.

The Permittee hereby acknowledges that the encroachment is capable of revocation. 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 the encroachment and restore the Town Property to the condition it was previous to the granting of this Permit including removal of any and all structures within the Town Property.

TOWN OF OAK CREEK, COLORADO

_____
Nikki Knoebel, Mayor

Attest:

_____
David Torgler
Town Administrator/Clerk

PERMITTEE
Dueling D's BBQ and Grill, LLC

By:_____
Its: Owner

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Dana Christensen, as owner of Dueling D's BBQ and Grill, LLC.

(S E A L)

_____
Notary Public