REVOCABLE PERMIT AGREEMENT

BETWEEN

TOWN OF OAK CREEK

AND

MARY DEPPE

This Revocable Permit ("Permit") aka "Contract" is entered into this _____ day of June, 2023 by and between the Town of Oak Creek, Colorado ("Town") as owner of that portion of Carbon Avenue located adjacent to Lots 20, 21 and 22, Block 9, 3rd Addition to Oak Creek, County of Routt, State of Colorado ("Town Property"), and Mary Deppe ("Permittee") concerning the following described parcel:

> Lots 20, 21 and 22 and the West ½ of adjoining vacated alley, Block 9, 3rd Addition to Oak Creek, County of Routt, State of Colorado, also known as 301 Carbon Avenue, Oak Creek, Colorado ("Permittee Property").

The Town hereby grants a revocable permit to the Permittee for a period beginning June 20, 2023 and ending July 15, 2023 to locate a dumpster associated with clean-up activities on the Permittee Property within the Town Property. By virtue of this Permit, the Permittee shall be permitted to use the Town Property subject to the terms and conditions of this Permit.

Liability and Insurance: The Permittee shall be responsible for the maintenance and site maintenance services. To the fullest extent permitted by law, and this Contract, the Permittee agrees to indemnify and hold harmless the Town of Oak Creek, 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 Permit, 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, 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 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.

This Permit shall be issued for a term beginning no sooner than June 20, 2023 and ending July 15, 2023 and shall not be renewed unless an extension is approved by the Board of Trustees. The Permittee shall cooperate with the requirements as defined by the Town Public Works Director regarding the use, signage or other requirements for use of the Town Property. This Permit is revocable by the Board of Trustees at its pleasure with written notice to the Permittee.

The Permittee hereby acknowledges that the use is a temporary use capable of cessation and removal of any equipment associated with the use. Permittee further covenants and agrees that upon the withdrawal of the Permit at the pleasure of the Board of Trustees that they will cease use and restore the Town Property to the condition it was previous to the granting of this Permit including removal of any and all personal property, structures and equipment of any kind or type within the Town Property.

TOWN OF OAK CREEK, COLORADO

_____
David Torgler
Town Administrator/Clerk

PERMITTEE

BY:_____
Mary Deppe

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this ____ day of June, 2023 by Mary Deppe.

(S E A L)

_____
Notary Public