

## LONG TERM REVOCABLE PERMIT AGREEMENT

THIS LONG TERM REVOCABLE PERMIT AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the CITY OF WHEAT RIDGE, COLORADO (hereinafter "City"), and to \_\_\_\_\_ (hereinafter "Permittee"), together referred to herein as the "Parties."

### RECITALS

- A. The City is the owner of certain real property located within the County of Jefferson, State of Colorado, more particularly described on the attached **Exhibit A** attached hereto and incorporated herein by this reference (the "City Property").
- B. Permittee is the owner of certain real property located within the County of Jefferson, State of Colorado, adjacent to the City Property, more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference.
- C. The relative locations of the City Property and the Permittee Property are shown on **Exhibit C** attached hereto and incorporated herein by this reference.
- D. Permittee has requested the long-term use of a certain portion of the City Property to facilitate its desire use of the Permittee Property and, in consideration for the same agrees to certain obligations which shall run as burdens upon the Permittee Property for the benefit of the City Property, all as further described herein.
- E. Charter Section 15.9 and Code Section 21-21 authorize temporary use of City property under appropriate conditions.

### PERMIT

**FOR AND IN CONSIDERATION OF** the mutual promises and covenants contained herein, the payment to the City by Permittee of one hundred twenty-five Dollars (\$125) and other good and valuable consideration, the delivery, receipt and acceptance of which are hereby acknowledged and confessed, the Parties agree as follows:

#### 1. Grant of Permit

The City hereby grants to Permittee a Permit over and across a portion of the City Property, as shown on the attached **Exhibit C** and hereinafter referred to as the "Permitted Area," for the purposes and subject to the restrictions set forth herein. Use of the Permitted Area shall be exclusively for the Permittee and the City, and not for access by the general public.

**2. Acknowledgment of Permittee**

Permittee acknowledges that the City's grant of this Permit does not grant any prescriptive rights in the City Property to Permittee, and recognizes that the City Property is owned by the City for the benefit of the general public. Permittee further acknowledges the existence and applicability of Wheat Ridge Home Rule Charter, Section 15.9 which provides:

***Revocable Permits***

*The Council may grant a permit at any time for the temporary use or operation of any street, alley or city-owned place, provided such permits shall be revocable by the Council at its pleasure, regardless of whether or not such right to revoke is expressly reserved in such permit.*

**3. Limitations on Use of the City Property**

- a. The Permitted Area may be used solely and exclusively for the following purpose(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- b. Permittee agrees to maintain all improvements upon the Permitted Area in good repair and safe condition. All repairs shall be made at Permittee's sole expense, and City shall have no monetary obligation whatsoever to maintain the Permitted Area, all of which shall be maintained solely at Permittee's expense. Permittee shall maintain the Permitted Area reasonably free from unsightly debris or accumulations of trash and the like and be in compliance with standards set by all City ordinances.
- c. No additional improvements shall be constructed on the Permitted Area without the express written permission of the City.
- d. This Permit is not exclusive. The City reserves the right to make or permit such use of the Permitted Area as is not incompatible with the uses permitted to Permittee.
- e. Upon termination of this Permit for any reason, any and all permanent improvements made to the Permitted Area shall be removed by Permittee.
- f. Permittee's use of the Permitted Area shall always and continuously be in compliance with all applicable federal, state and local rules and regulations, specifically including those contained in the Wheat Ridge City Code and associated regulations.
- g. The following additional conditions are imposed upon Permittee's use and occupation of the Permitted Area: \_\_\_\_\_

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**4. Indemnification**

- a. The Permittee agrees to indemnify and hold harmless City, its officers, employees, insurers and self-insurance pool from and against all liability, claims and demands on account of injury, loss or damage including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever which arise out of or are in any manner connected with this Permit, to the extent such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence or other fault of the Permittee, any subcontractor of the Permittee, or any officer, employee, representative or agent of the Permittee, or which arise out of any workmen's compensation claim of any employee or volunteer of the Permittee or of any employee of any subcontractor of the Permittee. The Permittee agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims or demands at the sole expense of the Permittee. The Permittee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged, are groundless, false or fraudulent.
- b. The Parties understand and agree that the City is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently, \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (C.R.S. § 24 10 101, et seq.), as from time to time amended, or any other law available to the City, its officers or employees.

**5. Term of Permit; Revocation**

This Permit shall be in force and effect from the date first set forth above and shall be indefinite in term, unless sooner revoked by the City Council as permitted by the Wheat Ridge Home Rule Charter. City shall also have the right to terminate this Permit upon 30 days' notice to Permittee with or without cause. City may terminate this Permit at any time without notice should Permittee violate or breach any of the terms or conditions hereof.

**6. Severability; Enforceability; Validity**

If any term, covenant, condition or provision of this Permit or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or

unenforceable, the remainder of this Permit or the application for such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the fullest extent provided by law.

**7. Binding Effect; Recording**

The Permit granted hereby shall extend to and be binding upon the heirs, successors and assigns of the parties hereto and shall run as a burden upon the Permittee Property and a benefit to the City Property. This Permit shall be filed for record with the Jefferson County Clerk & Recorder, at the Permittee's expense.

IN WITNESS WHEREOF, the City and Permittee have executed this instrument the day and year first above appearing.

**THE CITY OF WHEAT RIDGE, COLORADO**

\_\_\_\_\_  
Public Works Director

State of Colorado                    )  
  ) ss.  
County of Jefferson                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Public Works Director of the City of Wheat Ridge, Colorado.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**PERMITTEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Colorado                    )  
  ) ss.  
County of Jefferson                 )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT CITY PROPERTY**

**EXHIBIT B**

**LEGAL DESCRIPTION OF PERMITTEE PROPERTY**

**EXHIBIT C**

**RELATIVE LOCATIONS OF CITY AND PERMITTEE PROPERTY**