

AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD  
AND MATTHEW ALDERMAN FOR THE GRANT OF A REVOCABLE PERMIT TO USE  
AND OCCUPY CITY OWNED PROPERTY  
LOCATED AT 14560 LOWELL BLVD (WILCOX SUBDIVISION) RIGHT OF WAY

- 1.0 PARTIES. The parties to this Agreement for the Grant of a Revocable Permit (this "Agreement") are the City and County of Broomfield, a Colorado municipal corporation and body politic and corporate of the State of Colorado (the "City"), and Matthew Alderman, (the "Permittee"), collectively, the "Parties," or individually, a "Party."
- 2.0 RECITALS AND PURPOSE.
- 2.1. The City owns that certain property located at the right-of-way to the west of 14560 LOWELL BLVD, consisting of approximately 6,145 square feet that extend 18 feet to the west of the west property line as indicated on **Exhibit A**] (the "Property").
- 2.2. The Permittee has accessed the City property and installed a fence and a berm as indicated on **Exhibit A**, attached hereto and incorporated herein (the "Facilities").
- 2.3. The City desires to grant a revocable permit to the Permittee under the terms and conditions as provided in this Agreement.
- 3.0 TERMS AND CONDITIONS. For and in consideration of the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Parties agree as follows:
- 3.1. Grant of Permit. The City hereby grants to the Permittee a revocable permit for right to construct, maintain, operate, repair, inspect, remove and replace the Facilities, as depicted on **Exhibit A** within the Property as described herein until such permit is terminated as provided herein (the "Revocable Permit"). The Permittee acknowledges and agrees that the City currently uses and intends to continue to the use the Property for road purposes, and the rights granted to the Licensee for use of the Property are subject to the rights of the City to use the Property for a public road, shoulder, snow or material storage, drainage, or other purposes as permitted by law which the County expressly reserves.
- 3.2. Construction and Alterations. The Permittee has constructed the structures or improvements placed in the Property at the expense of the Permittee. The Permittee provided plans and specifications to the City after the construction and alterations of the Property had already been

completed. The City has reviewed and approved such plans and specifications. In addition, the Permittee shall obtain any other permits required for the construction, including but not limited to a Public/Private Improvement Permit, as applicable. If the Permittee's construction requires any deviation in any manner from the approved plans and specifications, the Permittee shall notify and obtain prior written approval from the City for any changes in advance of any construction or alteration. Any damage to existing facilities located on the Property as a result of the Permittee's construction or alteration of the Facilities shall be paid for by or repaired at the expense of the Permittee. These provisions shall also apply to any other work involving the maintenance, operation, repair, inspection, removal, replacement, or relocation of the Facilities on the Property. After initial construction of the Facilities and thereafter, in the event of resettling, the Permittee shall restore the surface of the Property by grading and compacting any irregularities, reseeding, and/or revegetation as required to restore original conditions, as applicable.

- 3.3. Maintenance and Repair. The Permittee agrees to maintain, and repair any structures or improvements placed in the Property at the expense of the Permittee and in accordance with Section 3.2 above. The Permittee agrees that the City is not and will not assume any liability, responsibility, or costs for any damage or maintenance to any Facilities erected by the Permittee on the Property under this Agreement.
- 3.4. Prior Rights. This Revocable Permit is issued subject to any prior permits, easements, leases or other rights granted by the City, or its predecessors, for improvements of other parties. The City reserves the right to permit others to install improvements in, on, under, or along the Property. The Permittee acknowledges that utilities may be located in and under the Property. The Permittee is advised to contact the Utility Notification Center of Colorado (1-800-922-1987) at least two (2) working days prior to the commencement of construction on the Property to arrange for field locating of utility facilities which may affect the Property.
- 3.5. Termination. The use and occupancy described in the Revocable Permit shall continue from the date of this Agreement to the time that this Agreement is terminated. The City may terminate this Agreement at any time by giving written notice to the Permittee ten days in advance of the effective date of termination and specifying the date of termination therein. Upon termination of this Agreement by the City pursuant to this section, Permittee shall, at its expense, remove the Facilities from the Property and restore the general surface of the Property, as nearly as may reasonably be, to the grade and conditions it was immediately prior to the placement of the Facilities on the Property. The Permittee shall obtain any permits required for the removal of the Facilities, including but not limited to a Public/Private Improvement Permit, as applicable.

- 3.6. Release. The Permittee agrees that it will never institute any action or suit at law or in equity against the City or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present or future, arising from the Revocable Permit granted to Permittee. The Permittee hereby releases and absolves the City, its agents and employees, from any liability for any damage to any of the Facilities on the Property that may be caused by City construction or maintenance operations, or any other reason, including, but not limited to, removal, piling and plowing of snow, and from any liability for any injury or damage incurred by the Permittee in their use of the Facilities on the Property.
- 3.7. Indemnification. The Permittee expressly agrees to indemnify, defend and hold harmless the City and any of its officers or employees from any and all claims, demands, damages, court awards, including any costs and attorney's fees, that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, or any liability whatsoever from or, arising out of, the execution of this Revocable Permit by the Parties, or the presence of any Facilities or improvements by, or the use of the Facilities by the Permittee, its employees or agents.
- 3.8. Insurance. To assure the City that the Permittee is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on **Exhibit B**. Current proof of such insurance is attached at **Exhibit B**, incorporated by this reference. However, proof of insurance attached as **Exhibit B** shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.
- 3.9. Charter Provision. This Agreement is subject to the provisions of section 17.9 of the Charter for the City of Broomfield.
- 3.10. Other Conditions. The Permittee agrees to:
  - 3.10.1. Maintain the berm and fence:
    - 3.10.1.1. The Permittee shall implement and maintain erosion control measures at the berm, including permanent vegetation.

3.10.1.2. The Permittee shall maintain the fence, and any repairs shall be intended to return it to its existing configuration.

3.10.1.3. The Permittee shall return the property to its original condition if the berm and/or fence are removed.

4.0 ASSIGNMENT. This Agreement shall not be assigned by Permittee without the prior written consent of the City, which may withhold its consent for any reason.

5.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other addresses as have been previously furnished in writing, to the other party or parties.

City and County of Broomfield  
ATTN: City Manager  
Address: One DesCombes Drive  
City: Broomfield  
State: Colorado  
Zip: 80020

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Address:  
City:  
State:  
Zip:

Such notice shall be deemed to have been given when deposited in the United States Mail.

6.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

7.0 COMPLIANCE WITH THE LAWS. The Permittee shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules or ordinances that affect this Permit and those employed or engaged by the Permittee.

8.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.

9.0 WAIVER OF BREACH. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be constructed as a waiver of any subsequent breach by either party.

- 10.0 BINDING EFFECT. This Agreement shall inure to the benefit or, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 11.0 EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
- 12.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 13.0 ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
- 14.0 NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.
- 15.0 NO PRESUMPTION. The parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the party causing the Agreement to be drafted.
- 16.0 EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement.

*[The remainder of this page is intentionally left blank.]*

DATED: January 14, 2025

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation & body politic  
and corporate of the State of Colorado

\_\_\_\_\_  
Mayor  
One DesCombes Drive  
Broomfield, CO 80020

ATTEST:

\_\_\_\_\_  
City and County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City and County Attorney's Office

PERMITTEE

Matthew Alderman,  
14560 Lowell Blvd  
Broomfield, CO 80023

By: Matthew Alderman  
Name:  
Its:

STATE OF COLORADO )  
COUNTY OF Boulder ) ss

The foregoing instrument was acknowledged before me this 5 day of September, 2024 by Matthew Alderman.

Witness my hand and official seal.

[SEAL]

Dolores B. Dipetrilo  
Notary Public

DOLORES DIPETRILO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20084023434  
MY COMMISSION EXPIRES JULY 07, 2028

## Exhibit A

### Legal Description of Revocable Permit Area

14560 Lowell Boulevard, Broomfield, Colorado.



**EXHIBIT B**  
**Insurance Requirements**

**CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS - Including  
GL/Auto/WC**

1. All insurers must be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers should have an A.M. Best Company rating of at least A-VII.
3. Additional Insured - City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations).
4. Primacy of Coverage – Coverage required of Contractors and Subcontractors shall be primary and non-contributory to any insurance carried by the City and County of Broomfield.
5. All subcontractors must meet the same insurance requirements for the Contract or Purchase Order unless Risk Management has approved a deviation.
6. Subrogation Waiver – All insurance policies required under this Contract maintained by Contractor or its Subcontractors shall waive all rights of recovery against City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield.
7. Cancellation – The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor/Vendor and Contractor/ Vendor shall forward such notice to within seven days of receipt of such notice.
8. Certificates – Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the City and County of Broomfield within 5 days of:
  - a. the effective date of the Contract
  - b. the expiration date of any coverage
  - c. a request by the City and County of Broomfield
9. City and County of Broomfield in no way warrants that the limits required herein are sufficient to protect the Contractor/Vendor from liabilities that may arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or type.
10. All parties understand and agree that the City and County of Broomfield is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations, immunities, protections or any other rights provided by the Colorado Governmental Immunity Act.
11. The City and County of Broomfield reserves the right to negotiate additional specific insurance requirements at the time of the Contract.

**Vendor/Contractor/Subcontractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under which the Contract are satisfied, the following:**

Insurance Requirements - GL/Auto/WC		
	COVERAGES AND LIMITS OF INSURANCE	Required
1.	<b>Commercial General Liability</b> <ul style="list-style-type: none"> <li>Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability.</li> </ul> <p><b>Note:</b> For contracts involving vendor/contractor contact with minors or at risk adults Sexual Abuse and Misconduct Coverage should be included in the coverage requirements.</p>	<b>Minimum Limits:</b> <ul style="list-style-type: none"> <li>\$1,000,000 Each Occurrence</li> <li>\$2,000,000 General Aggregate (Per project aggregate for construction contracts)</li> <li>\$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)</li> </ul>
2.	<b>Automobile Liability</b> <ul style="list-style-type: none"> <li>Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).</li> </ul>	<b>Minimum Limit:</b> <ul style="list-style-type: none"> <li>\$1,000,000 each accident combined single limit.</li> <li>If hazardous materials are transported, an MCS 90 form shall be included on the policy.</li> </ul>
3.	<b>Workers' Compensation</b> <ul style="list-style-type: none"> <li>Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. Employer's Liability with:</li> </ul> <p><b>Note:</b> This requirement shall not apply when a contractor or subcontractor is exempt under the Colorado Workers' Compensation Act AND when such contractor or subcontractor provides an appropriate sole proprietor letter.</p>	<b>Employer's Liability with Minimum Limits:</b> <ul style="list-style-type: none"> <li>\$100,000 Each Accident</li> <li>\$100,000 Each Employee by Disease</li> <li>\$500,000 Disease Aggregate</li> </ul>
<p><b>Additional Insured - The following shall be named an Additional Insured:</b> The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Umbrella Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.</p> <p><b>Certificate Holder is:</b>  City and County of Broomfield  One DesCombes Drive  Broomfield, CO 80020-2495  <a href="mailto:certificates@broomfield.org">certificates@broomfield.org</a></p>		

Any deviations below the standards given above must be approved by the City and County of Broomfield's Risk Management office. Please direct any questions to [RiskManagement@broomfield.org](mailto:RiskManagement@broomfield.org)