

## REVOCABLE PERMIT AGREEMENT

THIS REVOCABLE PERMIT AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the City of Pueblo, a Colorado municipal corporation (the “City”) and the El Camino Homeowners Organization, Inc. a Colorado nonprofit corporation (“ECHO”). City and ECHO are sometimes referred to herein as a “Party” and, collectively, as the “Parties.”

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and pursuant to authority set forth in Sec. 16-9 of the City Charter, City and ECHO agree as follows:

### REVOCABLE PERMIT

1. City hereby grants the following revocable permit to ECHO subject to and conditioned upon the provisions herein contained and ECHO 's compliance therewith:

1.1. Permitted Area: The area across Encino Drive and between Verdosa Drive and Milagro Drive in the El Camino subdivision within the City and as shown on the Site Plan, marked as Exhibit 1, attached hereto and incorporated herein by reference.

1.2. Purpose of Revocable Permit: Traffic safety.

1.3. Authorized Improvements: Installation of center median island and related approved structures.

1.4. Commencement Date: Effective as of the date of this Agreement.

1.5. Termination Date: December 31, 2022. This Agreement shall automatically renew on January 1<sup>st</sup> of each year, on a year-to-year basis (unless terminated sooner pursuant to Paragraphs 11 and 12 of this Agreement).

2. The Permitted Area shall be used solely for the above-specified Purpose.

3. All improvements, including but not limited to the center median island (“Island”) and other structures authorized to be placed in the Permitted Area (collectively the "Improvements") shall be constructed, installed, and maintained by ECHO in compliance with all applicable codes, ordinances, rules and regulations of City and in conformance with the Site Plan (Exhibit 1). The Island design shall be professionally engineered and shall be constructed by a contractor licensed and permitted to perform said work within the City of Pueblo.

4. ECHO shall pay for all costs associated with installation, traffic signage, pavement markings, and maintenance of the Island and other Improvements.

5. ECHO shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris. In the event that any of the Improvements are damaged by a human-caused accident (including motor vehicle accidents) by a criminal act (e.g. vandalism, arson, etc.) or by a natural hazard (e.g. wind, snow, ice, rain, flood, etc.), ECHO agrees, at its sole expense, to make the necessary repairs to restore the Improvements to the condition existing prior to the damage and in accordance with the requirements of the Site Plan (Exhibit 1) and with all applicable codes, ordinances, rules and regulations of the City.

6. ECHO shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and the costs of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereto or the existence, construction, installation, repair or maintenance of the Island and other Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by ECHO, its officers, agents, employees, invitees or the general public.

7. Neither this Permit nor any of the privileges granted to ECHO hereby, may be conveyed, assigned, transferred or sublet by ECHO without the prior written consent of the City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City shall be void and of no effect and shall cause this Permit to be automatically revoked.

8. Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be installed, maintained and protected from damage or injury by ECHO and shall not be removed except after receipt by ECHO of the written consent of the City's Director of Parks and Recreation. ECHO shall maintain all Island illumination as well as all landscaping to the standards specified by the City.

9. Notices. Any notice required or permitted to be given or delivered under this Agreement shall be in writing and shall be given by personal delivery, or by the United States Postal Service, by registered or certified mail, postage prepaid, or reputable national overnight courier service:

If to City, addressed to:

Mayor  
City of Pueblo  
1 City Hall Place, 2<sup>nd</sup> Floor  
Pueblo, Colorado 81003

*With copy to:* City Attorney  
1 City Hall Place, 3<sup>rd</sup> Floor  
Pueblo, Colorado 81003

If to ECHO, addressed to:

ECHO  
P.O. Box 2042  
Pueblo, CO 81004

or to such other address or person as any Party may from time to time specify in a writing delivered to the other Party in the manner provided in this paragraph. Any notice shall be deemed delivered on the day on which personal delivery is affected or three (3) days after deposit in the mail in the case of registered or certified mail, and one (1) business day in the case of overnight courier.

## MISCELLANEOUS PROVISIONS

10. City reserves and is hereby granted access to, under and through the Permitted Area for any and all purposes. City shall not be held liable for any injury or damage to any and all ECHO's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. ECHO assumes the risk of injury, loss and damage to ECHO's Improvements within the Permitted area and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

11. This Permit shall terminate upon the occurrence of any one of the following events: (i) abandonment or non-use by ECHO for a period of three (3) consecutive months, (ii) surrender or cancellation of the Permit in writing by ECHO (iii) automatic revocation as provided in paragraph 7 above; or (iv) revocation or termination of this Permit by resolution of the City Council of City. The termination of this Permit shall not relieve ECHO from ECHO's obligations under this Agreement.

12. ECHO acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at any time, without liability to City. ECHO hereby waives any and all right or claim to such notice or hearing, and hereby releases the City from any and all liability in connection therewith.

13. In the event of surrender, cancellation or termination of this Permit, ECHO agrees to remove all Improvements and restore the property to its original condition. The failure of ECHO to remove any of its Improvements shall, at the option of City, be deemed an abandonment of such property and City may dispose of such property, at ECHO's expense, in a manner as the City, in its sole discretion, may determine.

14. Anything to the contrary herein notwithstanding, in the event of any action or litigation arising out of this Agreement, the court shall award to the prevailing party all reasonable costs and expenses, including reasonable attorneys' fees. Exclusive venue and jurisdiction for any such litigation shall be in the District Court in and for Pueblo County, Colorado and to the maximum extent permitted by law, City and ECHO waive their rights to a trial by jury.

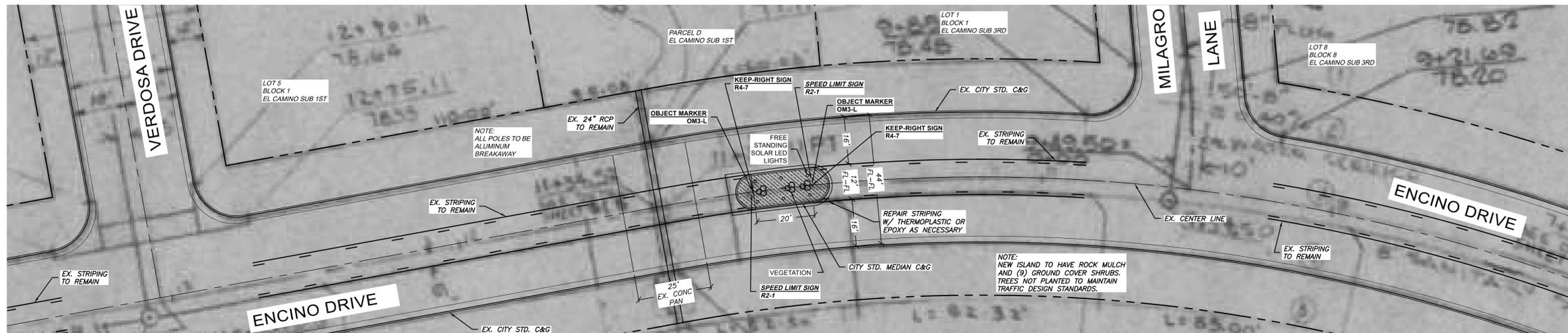
15. In no event shall the City, its officers, agents or employees be liable to ECHO for damages, including without limitation, direct, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by the City. In consideration of the City entering into this Agreement, ECHO hereby waives and discharges the City, its officers, agents and employees from all claims for any and all such damages. In the event of a breach of this Agreement by the City ECHO's sole and exclusive remedy shall be to bring an equitable action for specific performance, but not damages.



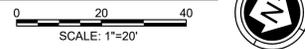
# EXHIBIT 1



Know what's below.  
Call before you dig.



ENCINO DRIVE PLAN VIEW



- NOTES:**
1. NO SECURITY CAMERA TO BE INSTALLED AT ENCINO DRIVE SPEED CONTROL MEDIAN.
  2. NO COMMUNITY MONUMENT SIGN TO BE INSTALLED AT ENCINO DRIVE SPEED CONTROL MEDIAN.
  3. ALL LIGHTS, EQUIPMENT, LANDSCAPING, AND SIGNAGE TO MEET MINIMUM LATERAL CLEARANCE OF 2'-0" FROM THE FACE OF THE CURB.
  4. ALL POLES TO BE ALUMINUM BREAKAWAY.
  5. NEW ISLAND TO HAVE ROCK MULCH AND (9) GROUND COVER SHRUBS. TREES NOT PLANTED TO MAINTAIN TRAFFIC DESIGN STANDARDS.
  6. NO SURVEY CONDUCTED, CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES.



MUTCD OBJECT MARKERS



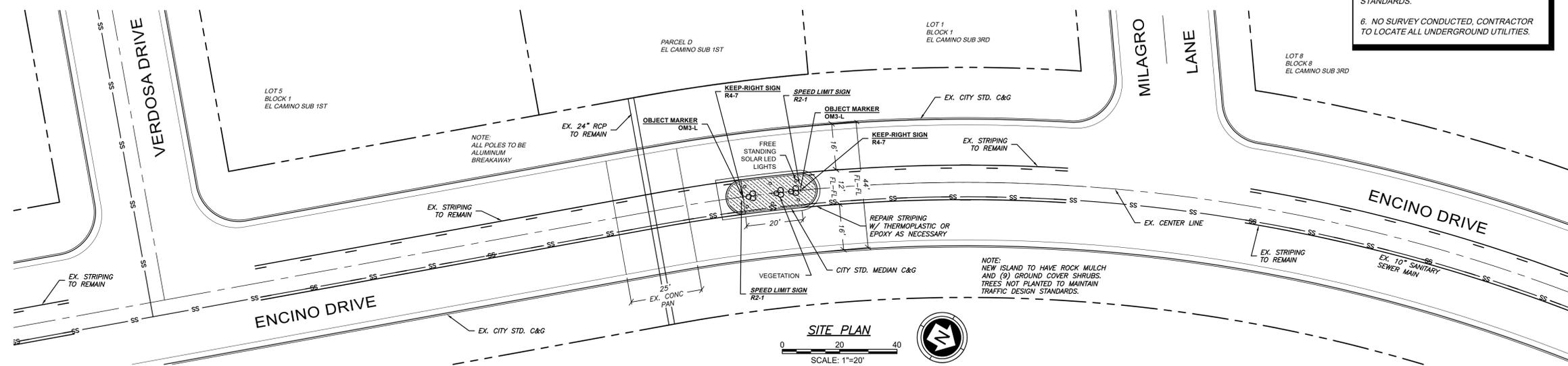
R4-7

KEEP-RIGHT SIGN

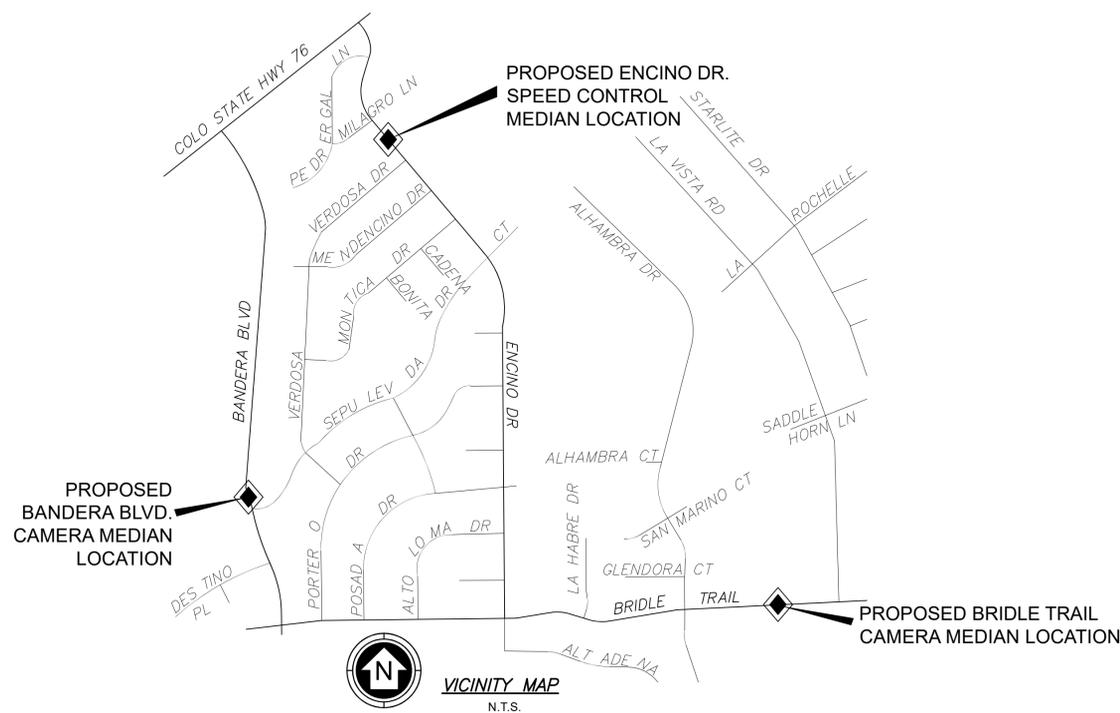
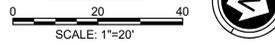


R2-1

SPEED LIMIT SIGN



SITE PLAN



**ATTENTION!**  
REPRODUCTION OF THIS DRAWING  
MAY HAVE CAUSED DISTORTION

REVISIONS		Comment
#	Date	
1	03/21/22	STRIPING

**REVOCABLE PERMIT**

Gagliano Engineering, Inc. - (719) 547-7073  
 MAIL P.O. Box 2520 Pueblo, CO 81004  
 OFFICE 1740 Eagleridge Blvd. Suite #150 Pueblo, CO 81008

**EL CAMINO HOME OWNERS ASSOC.  
SPEED CONTROL MEDIAN  
ENCINO DR.  
PUEBLO, CO 81005**

PROJECT NO.: **2021-211**

SCALE: as shown

DRAWN BY: zet CHECKED BY: jvg

DATE: 03/21/22

DRAWING NO.: TheGatesOfElCamino.dwg

SHEET NO.: **C1**