

Exhibit "B"  
Indemnification Agreement

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Greg and Carey Barnes (hereinafter referred to as the "Grantee") and the Town of Grand Lake, (hereinafter referred to as "the Town".)

The Grantee, for themselves, their heirs and successors and assigns, pursuant to the provisions of Resolution No. 12-2023, Town of Grand Lake, hereby agree to indemnify the Town against all liability, loss, cost, damage or expense sustained by the Town, including reasonable attorneys' fees and other expenses of litigation, whether prosecuted to judgment or not, arising out of, due to, or directly or indirectly relating in any manner to the easement granted to Grantee by Resolution No. 12-2023.

Grantee shall also, at all times such license shall remain in existence, indemnify the Town against all liens established against the property included within the license or any improvements thereon or any part thereof.

In case any action or proceeding is brought against the Town, Grantee shall, on notice from the Town resist and defend such action or proceeding by legal counsel approved by the Town, which approval shall not be unreasonably withheld.

Grantee shall reimburse the Town for all reasonable attorneys' fees and costs and other expenses of litigation as provided for in this Agreement within thirty (30) days of billing for such charges. The failure or refusal of Grantee to pay such charges within said thirty (30) days shall result in the immediate termination of the license provided for in Resolution No. 12-2023.

Grantee acknowledges that is acquires no right, title, or interest in the licensed property and that such license shall not form the basis for any claim against the Town on the basis of estoppel or adverse possession or any other grounds.

Nothing contained in this Indemnification Agreement shall waive any of the Town's rights or protection under the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, as such Act currently exists and as it may be amended from time to time in the future.

\_\_\_\_\_  
Greg Barnes, Owner

\_\_\_\_\_  
Carey Barnes, Owner

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_.

Witness my hand and official seal.

My commission expires:

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