

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (“Agreement”), is made by and among the Town of New Castle, Colorado (hereinafter “Town”) and Pig & Duck LLC, DBA: The Duck Blind Tavern (“The Duck Blind Tavern”) this ____ day of April, 2026.

WHEREAS, the Town is the owner of certain right-of-way known as West Main Street (the “Town Property”); and

WHEREAS, The Duck Blind Tavern leases the property located at 316 W. Main Street, New Castle, Colorado (the “The Duck Blind Tavern Property”) from Ryan Baldwin, Earl Rodgers, Kevin Jones, owners of The Duck Blind Tavern Property, for the purpose of operating The Duck Blind Tavern restaurant at that location; and

WHEREAS, The Duck Blind Tavern Property is immediately adjacent to the Town Property; and

WHEREAS, The Duck Blind Tavern has requested permission to utilize a portion of the Town Property to permit certain encroachments consisting of an outdoor seating area where food and alcoholic beverages will be served (“Improvements”) as further shown on the attached Exhibit A, which is incorporated herein; and

WHEREAS, Resolution No. TC 99-19, and Town Code Section 12.20.100 permits the Town to approve such encroachments onto Town property under certain conditions; and

WHEREAS, the Parties desire to enter into this Agreement to outline the various responsibilities of the parties concerning access and use of the Town Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

The Town hereby grants a revocable license to The Duck Blind Tavern to occupy the Town Property for the purpose of permitting the Improvements on the following terms and conditions:

1. Any party may terminate this Agreement for any reason whatsoever by giving the other party sixty (60) days’ written notice.
2. The Duck Blind Tavern will be responsible for any damage that occurs as a result of its or its licensees’ or invitees’ use of the Town Property.
3. Upon the termination of this Agreement, The Duck Blind Tavern shall remove the Improvements and all other personal property from the Town Property.

4. If, upon termination, The Duck Blind Tavern does not remove the Improvements and/or other personal property, the Town reserves the right to remove any obstacle or obstruction and to charge The Duck Blind Tavern for the costs associated with such action.
5. The Duck Blind Tavern agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against any liability, demands, and expenses, including reasonable court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the Improvements, the use of the Town Property, or otherwise under this Agreement. This indemnification shall include actual attorneys' fees incurred by the Town in the event that any party brings an action against the Town.
6. The Duck Blind Tavern has or will provide the Town, annually, with a certificate naming the Town as an additional insured under their liability insurance policy. The Duck Blind Tavern shall maintain that insurance with coverage at least equal to the liability limits against governmental entities pursuant to the Colorado Governmental Immunity Act, CRS 24-10-114(1), as adjusted by the Colorado Secretary of State from time to time (currently \$505,000 for injury to one person in a single occurrence and \$1,421,000 for any injury to two or more persons in any single occurrence).
7. All parties have participated in the negotiation and preparation of this Agreement and it shall therefore not be construed against or in favor of any party.
8. Any notices per this Agreement shall be sent as follows:

Town: Town of New Castle
 P.O. Box 90
 New Castle CO 81647

with a copy to: David McConaughy
 Garfield & Hecht, P.C.
 910 Grand Avenue, Suite 201
 Glenwood Springs CO 81601

The Duck Blind Tavern: 316 West Main Street
 417 Kim Dr.
 Silt, CO 81652

9. Upon execution by the parties, this Agreement shall become binding and inure to the benefit and detriment of the parties, their successor and assigns. The Duck Blind Tavern or the owners of The Duck Blind Tavern Property shall disclose the existence of this Agreement to any prospective purchaser of The

Duck Blind Tavern Property, and any successor in title shall consent in writing to be bound by the terms and conditions of this Agreement and Resolution TC 99-19 and the Municipal Code or this Agreement shall terminate at the direction of the Town.

10. The Parties hereto understand and agree that the Town is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as amended from time to time or otherwise available to the Town.
11. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. In the event of any dispute arising out of this Agreement, the parties agree that jurisdiction and venue is proper in the courts of Garfield County, Colorado, and the prevailing party shall be entitled to recover its reasonable costs and attorney fees in addition to all other remedies.
12. The Parties agree that this Agreement constitutes the final and entire agreement among the Parties and thereby supersedes and voids any and all prior agreements, letters, or understandings, whether written or oral, which may have existed regarding the subject matter of this Agreement.
13. No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by written instrument duly executed by the Parties hereto.
14. This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute the Agreement.
15. If any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired.
16. In case at any time after the date hereof, any further action is necessary or desirable to give full effect to the intent and purpose of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other party hereto reasonably may request.
17. This Agreement does not constitute an express or implied land use approval of any type concerning The Duck Blind Tavern Property, nor does it otherwise impact or affect the zoning and entitlements of The Duck Blind Tavern Property.
18. No provision of this Contract shall be construed or interpreted: i) to directly or indirectly obligate Town to make any payment in any year in excess of amounts

appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by Town to or in aid of any person, company or corporation within the meaning Colorado law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

TOWN OF NEW CASTLE

By:

Art Riddile, Mayor

Attest:

Mindy Andis, Town Clerk

LICENSEE:

Pig & Duck, LLC
By: Ryan Blawin, Member