

**TOWN OF PALISADE, COLORADO**  
**RESOLUTION NO. 2024-09**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, ENTERING INTO LICENSE AGREEMENTS WITH BUSINESS OWNERS FOR USE OF PARKLETS OWNED BY THE TOWN OF PALISADE AND LOCATED WITHIN PUBLIC RIGHTS OF WAY

WHEREAS, the Town of Palisade is the owner of the Main Street right-of-way; and

WHEREAS, the Town of Palisade, since the onset of the COVID-19 pandemic, has endeavored to support local businesses with the ability to have outdoor dining; and

WHEREAS, the Town of Palisade moved quickly to obtain funding and caused to be constructed several parklets for the purpose of outdoor dining; and

WHEREAS, these parklets have become an amenity to the community and have been a benefit to the businesses; and

WHEREAS, the Board of Trustees of the Town of Palisade desires to formalize the responsibilities of the Town and the businesses for the continued use of these parklets in the form of a license agreement; and

WHEREAS, the Town of Palisade understands, agrees with, and accepts the terms and conditions stipulated under these agreements.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, THAT:**

The Board of Trustees of the Town of Palisade, Colorado, hereby authorizes the Mayor of the Town of Palisade to sign the License Agreements between the Town of Palisade and the following business:


Cygnus Crossing, LLC – 330 Main Street

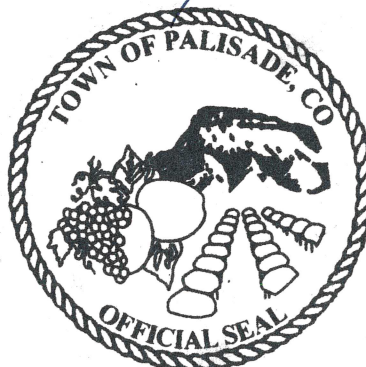
**RESOLVED, APPROVED, and ADOPTED this 12<sup>th</sup> day of March 2024.**

TOWN OF PALISADE, COLORADO

  
\_\_\_\_\_  
Greg Mikolai, Mayor

ATTEST:

  
\_\_\_\_\_  
Keli Frasier, Town Clerk



## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between TOWN OF PALISADE, COLORADO, a Colorado municipal corporation, whose mailing address is P.O. Box 128, Palisade Colorado 81526 (hereinafter referred to as "Grantor") and Scott Gilbert, Cygnus Crossing LLC, whose mailing address is 3601 E-1/4 RD, Palisade, CO 81526 (hereinafter referred to as "Grantee").

### RECITALS

WHEREAS, Grantor is the fee owner of certain real property identified in Exhibit "A", attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Property"; and

WHEREAS, Grantee desires to provide dining activities and/or retail on a structure constructed by the Town of Palisade hereinafter referred to as a parklet on the Property; and

WHEREAS, Grantor is willing to grant a license to Grantee for such use of the parklet on the Property with the understanding that the parklet shall be kept clean and usable and in good repair at all times by the Grantee and that the Grantee shall enforce a no-smoking policy on the parklet. Grantor agrees to perform an annual spring cleaning of the parklet and perform maintenance to the structure as warranted. Grantee agrees to inform the Grantor of any physical problems with the structure in order that repairs can be made. Grantor and Grantee may conduct a joint inspection on a regular basis of the state of the parklet and to establish mutually agreed upon documentation of its condition in service of this section.

WHEREAS, Grantee also understands that the parklet, which is designed and installed by the Town of Palisade, cannot be modified in any way structurally without prior approval of the Town, but that the Grantee shall be responsible for all furnishings such as tables, chairs and umbrellas that make the parklet usable. Grantee shall also be required to utilize the attached flower boxes with real or artificial plantings so that said boxes do not become a depository of trash. Grantee is responsible for abiding by the rules set forth herein for use of the parklet.

NOW, THEREFORE, for and in consideration of the sum of one hundred dollars (\$100.00) per annum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants an exclusive revocable license to Grantee to allow for the usage of the parklet at a location shown in Exhibit "B", attached hereto and incorporated herein by this reference, subject to the following conditions:

1. The license herein granted shall be for a period of four (4) years from the date of this Agreement for use by the Grantee. License is non-transferable.
2. This license may be revoked by Grantor with or without cause by giving Grantee at least sixty (60) days written notice of its intent to revoke this license.
3. Grantee hereby expressly agrees to indemnify and hold the Grantor harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the installation, use and maintenance of the parklet. Grantee further agrees to indemnify and defend Grantor in the event Grantor is named as a defendant in any action concerning the installation, maintenance and use of the parklet. Grantee shall obtain general liability insurance in regard to such parklet

with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Grantor shall be named as an additional insured under such policy. Upon request by the Grantor, Grantee shall provide Grantor with a certificate of insurance as evidence that the policy providing the required coverages are in full force and effect. The certificate shall provide that the subject insurance policy shall not be cancelled, terminated or materially changed until at thirty (30) days prior written notice has been given to Grantor. Said policy shall be deemed to be primary insurance, and any insurance carried by the Grantor, its officers or its employees, shall be in excess and not contributory insurance to that provided by Grantee.

4. This License Agreement is made and delivered within the State of Colorado and the laws of the State of Colorado shall govern its interpretation, validity and enforceability.
5. This Agreement and the license herein granted shall remain in full force and effect until expiration of the term or revocation of this license.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed on the day and year first above written.

GRANTOR:  
TOWN OF PALISADE, COLORADO, a municipal  
corporation

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By: Greg Mikolaj, Mayor

ATTEST:

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Keli Frasier, Town Clerk

ACCEPTED:

GRANTEE:  
Cygnus Crossing LLC

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By: Scott Gilbert

[NOTARY BLOCKS ON FOLLOWING PAGE]

STATE OF COLORADO        )  
  )ss.  
COUNTY OF MESA         )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Greg Mikolai, Mayor, and Keli Frasier, Town Clerk, respectively, of the Town of Palisade, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: \_\_\_\_\_ (NOTARY SEAL)

\_\_\_\_\_  
Notary

STATE OF COLORADO        )  
  )ss.  
COUNTY OF MESA         )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Scott Gilbert, as \_\_\_\_\_ of Cygnus Crossing LLC. WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: \_\_\_\_\_ (NOTARY SEAL)

\_\_\_\_\_  
Notary

**EXHIBIT "A"**

An area of approximately nine (9) feet in width and twenty (20) feet in length in the parking space in front of 330 Main Street, Town of Palisade, Mesa County Colorado.

DRAFT

EXHIBIT "B"

