

## **REVOCABLE ENCROACHMENT LICENSE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_, 2016, by and between the Town of Buena Vista, Colorado (the "Town") and \_\_\_\_\_ ("Licensee").

For and in consideration of the sum of one dollar (\$1.00) paid by the Licensee to the Town, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **SECTION 1. THE LICENSE**

Licensee wishes to acquire a license allowing certain existing structures to encroach on Town-owned property, which is a portion of \_\_\_\_\_ as depicted on the attached **Exhibit A** (the "Property"). Subject to all the terms and conditions hereof, the Town hereby grants to Licensee a license solely as set forth in Section 2 herein.

### **SECTION 2. TERMS OF AGREEMENT**

The Property may be used by the Licensee for the sole and exclusive purpose of leaving currently constructed fences, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (the "Encroachments") in their current locations as depicted on **Exhibit A** and as shown in the pictures attached as **Exhibit B**.

### **SECTION 3. TERMINATION**

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified therein.

### **SECTION 4. MAINTENANCE**

Licensee shall, at its own expense, keep and maintain in good repair the Encroachments and, within thirty (30) days of termination of this Agreement, shall remove the Encroachments if determined necessary by the Town.

### **SECTION 5. DAMAGE TO PROPERTY**

Licensee shall be responsible for all damage to the Property arising out of or resulting from the Encroachments.

### **SECTION 6. INDEMNIFICATION**

Licensee agrees to indemnify and hold harmless the Town, its officers, employees and insurers, from and against all liability, claims and demands arising out of the existence of the Encroachments on the Property. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at his sole expense,

or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

#### **SECTION 7. INSURANCE**

Licensee agrees to procure an insurance policy which includes and covers the Property that is the subject of this Agreement, and to name the Town of Buena Vista as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance, with a combined single limit for bodily injury and property damage of three hundred fifty thousand dollars (\$350,000.00) per person and nine hundred ninety thousand dollars (\$990,000.00) per occurrence. A Certificate of Insurance showing the Town as an additional insured thereon shall be provided to the Town within thirty (30) days of execution of this Agreement. The failure to provide the Certificate of Insurance shall be grounds for immediate revocation of this License Agreement.

#### **SECTION 8. NOTICES**

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Town:           Town Administrator  
                              Town of Buena Vista  
                              210 E. Main Street  
                              PO Box 2002  
                              Buena Vista, CO 81211

To Licensee:           \_\_\_\_\_

                              \_\_\_\_\_

                              \_\_\_\_\_

## SECTION 9. MISCELLANEOUS

A. Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein.

B. Applicable Law. The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement.

C. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

E. Assignment. Licensee may not assign or transfer this Agreement, except upon the express written authorization of the Town.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and year first above written.

**TOWN OF BUENA VISTA, COLORADO**

By: \_\_\_\_\_  
Joel Benson, Mayor

ATTEST:

\_\_\_\_\_  
Janell Sciacca, Town Clerk

**LICENSEE**

\_\_\_\_\_  
*name*

\_\_\_\_\_  
*name*

[illegible]

The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as the \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

(S E A L)

Notary Public