

**SEASONAL ENCROACHMENT LICENSE AGREEMENT**

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Town of Georgetown, Colorado, a municipal corporation (hereinafter “Georgetown”), and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter “Licensee”).

**RECITALS**

1. Licensee is the owner or lessee of the following described property situated in the Town of Georgetown, Clear Creek County, Colorado:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Note: If Licensee is the lessee of the described property, a copy of the current lease for said property is attached hereto as Exhibit B.)

2. Georgetown is the owner of the following described public property or right-of-way that abuts and/or is adjacent to Licensee’s property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Licensee desires to encroach upon and use, a portion of Georgetown’s property/right-of-way (“the licensed area”) for the following purposes(s), as depicted on the survey/sketch attached hereto and incorporated herein as Exhibit A:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Georgetown has agreed to grant Licensee a revocable license to establish a legal encroachment as described above, subject to the terms and conditions set forth below.

5. It is the intent and purpose of this license to allow for the temporary occupancy of town-owned sidewalk or other public right-of-way as an authorized exception to otherwise applicable prohibitions forbidding the obstruction or occupancy of such public property.

**NOW, THEREFORE,** in consideration of the promises and consideration described herein, Georgetown and Licensee agree as follows:

1. Subject to all pre-existing easements and/or licenses, Georgetown grants a private revocable license to Licensee to occupy, maintain and utilize the above-described portion of public

property or right-of-way for the sole purpose(s) described above. Licensee may not construct or install any permanent structures or improvements within the Licensed Area. When the Licensed Area is not being put to actual use or occupancy (e.g., a night or at other times when Licensee is not open for business), Licensee shall clear all temporary structures from the area so as to return the area to its normal unoccupied condition.

2. This license is granted for a limited term, from \_\_\_\_\_ through \_\_\_\_\_, and is subject to being terminated upon reasonable notice (at least ten (10) days) to Licensee at any time and for any reason at the sole discretion of the Board of Selectmen of the Town of Georgetown.

3. This license shall be subordinate to the right of Georgetown to use the licensed area for any public purpose not inconsistent with the license granted, and any improvements as may be constructed or installed by Licensee on the licensed area shall be subject to modification or relocation at Licensee's sole cost and expense upon Georgetown's request.

4. Licensee, to the satisfaction of Georgetown, shall be responsible to maintain and keep in good and safe repair the Licensed Area, as well as any temporary structures or other improvements constructed thereon. In accordance with said responsibilities, Licensee shall enclose or physically cordon off the Licensed Area from the adjacent non-licensed public property/right-of-way by temporary fence or other similar device (e.g., planters).

5. Licensee shall at all times during the term hereof carry public liability insurance for the benefit of Georgetown with limits of not less than those specified in the Colorado Governmental Immunity Act, Section 24-10-114, C.R.S., as may be amended from time to time, naming Georgetown as an additional or co-insured. Licensee shall provide proof of such insurance to Georgetown before this license is executed. All insurance policies maintained pursuant to this license shall contain the following endorsement:

"It is hereby understood and agreed that this insurance policy may not be canceled by the surety until thirty (30) days have expired after notice to the Town of Georgetown by certified mail of the proposed cancellation, or a decision not to renew."

6. Licensee shall save, defend and hold Georgetown harmless against any and all claims for damages, costs and expenses, of any kind whatsoever, to persons or property that may arise out of, or be occasioned by the use, occupancy and maintenance of the licensed area by Licensee, or from any act or omission of any representative, agent, customer and/or employee of Licensee.

7. Nothing herein shall be construed to prevent Georgetown from granting such additional licenses or property interests in or affecting said licensed area as it may deem necessary, including easements for utilities.

8. Licensee may not expand the area of encroachment specified hereinabove, absent Georgetown's written authorization and the execution of a corresponding amendment to this agreement.

9. This license may be terminated by Licensee at any time and for any reason on twenty (20) days written notice of Licensee's intent to terminate. At or before termination, Licensee

shall, at Licensee's expense, remove any improvements or encroachments from the licensed area, and the same shall be restored to a condition of satisfactory to Georgetown. Should Licensee fail to timely remove and improvement or structure from the licensed area, Georgetown may remove same and assess the cost thereof against Licensee and Licensee's abutting property for collection in the same manner as for real property taxes. In the event of termination, Licensee shall not be entitled to receive a refund or any portion of the consideration paid for this license, nor shall Licensee be compensated for any improvements which are removed from the licensed area.

10. In consideration for the license as awarded hereunder, Licensee shall pay to Georgetown five dollars (\$5.00) upon execution hereof. As additional consideration, Licensee also hereby waives any and all claims which Licensee may or might hereafter have or acquire against Georgetown for loss or damage to any of Licensee's improvements within the licensed area arising from Georgetown's use of the area for any public purpose, including, but not limited to, the construction, maintenance or repair of any municipal improvements.

11. This license may not be assigned and transferred by Licensee absent Georgetown's written consent and provided that any assignee shall first assume in writing all of Licensee's obligations hereunder (in a form acceptable to Georgetown. Such subsequent licensee shall acquire nothing more than the personal privilege granted herein to Licensee. Further, the rights of any subsequent licensee shall be subject to termination in accordance with the provisions of this license.

12. If any action is brought by either party concerning the enforcement, interpretation or construction of this license, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney fees and costs, including expert witness fees, incurred in the prosecution or defense of such action.

13. The failure of either party to exercise any of its rights under this license shall not be a waiver of those rights. A waiver of rights may only be effective if specified in writing and signed by the party waiving its rights.

14. This license constitutes the entire agreement and understanding between the parties and supercedes any prior agreement or understanding relating to the subject matter of the license.

15. This license may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

16. This license shall be recorded at Licensee's cost in the real property records of the Clear Creek County Clerk and Recorder, and the conditions hereof shall constitute covenants running with the land and be binding upon Licensee, its heirs, successors and assigns.

17. The parties understand and agree that Georgetown is relying on, and does not waive or intend to waive by any provision of this license, the monetary limitations or any other rights, immunities and protections provided Georgetown by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., or any other law or limitation otherwise available to Georgetown, its officers or its employees.

18. This license shall be effective upon its execution by both parties as illustrated by

their signatures below.

TOWN OF GEORGETOWN

By: \_\_\_\_\_  
Rick Keuroglan, Town Administrator

(SEAL)

Attest: \_\_\_\_\_  
Jennifer Yobski, Town Clerk

LICENSEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Colorado            )  
  )ss.  
County of Clear Creek        )

Subscribed and sworn to before me by \_\_\_\_\_,  
Licensee, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness my hand and seal.

\_\_\_\_\_  
Notary

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