

Town of Kremmling  
USE OF TOWN PROPERTY LICENSE AGREEMENT

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

RECITALS

1. Licensee is the owner of the following described property situated in the Town of Kremmling, Grand County, Colorado:

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

2. Kremmling 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, or currently is encroaching upon and using, a portion of Kremmling’s property/right-of-way (“the licensed area”) for the following purpose(s), as depicted on the survey/sketch attached hereto and incorporated herein as Exhibit A:

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

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

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

1. Subject to all pre-existing easements and/or licenses, Kremmling 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) describe above.

2. This license is granted for a perpetual term, 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 Trustees of the Town of Kremmling.

3. This license shall be subordinate to the right of Kremmling 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 Kremmling’s request.

4. Licensee, to the satisfaction of Kremmling, shall be responsible to maintain and keep in good and safe repair the licensed area, as well as any structures or other improvements constructed thereon.

5. Licensee shall at all times during the term hereof carry public liability insurance for the benefit of Kremmling with limits of not less than one million dollars combined single limit, naming Kremmling as an additional or co-insured. Licensee shall provide proof of such insurance to Kremmling 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 cancelled by the surety until thirty (30) days have expired after notice to the Town of Kremmling by certified mail of the proposed cancellation, or a decision not to renew.

6. Licensee shall save, defend and hold Kremmling harmless against any and all claims for damages, costs and expenses, of any kind whatsoever including costs and attorneys fees, 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 Kremmling 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, and if any structure for which this license was issued is removed or destroyed for or by any cause or reason, Licensee may not rebuild same without first obtaining Kremmling's written permission.

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 satisfactory to Kremmling. Should Licensee fail to timely remove any improvement or structure from the licensed area, Kremmling 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 Kremmling a one time rental fee, in advance, for occupying and using Town property in the amount set by the Board of Trustees per resolution. As additional consideration, Licensee also hereby waives any and all claims which Licensee may or might hereafter have or acquire against Kremmling for loss or damage to any of Licensee's improvements within the licensed area arising from Kremmling'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 be assigned and transferred by Licensee to a subsequent owner of Licensee's property abutting and/or benefiting from the licensed area, provided that such subsequent owner shall first assume in writing all of Licensee's obligations hereunder (in a form

acceptable to Kremmling). Such subsequent owner shall acquire nothing more than the personal privilege granted herein to Licensee. Further, the rights of any subsequent owner shall be subject to termination in accordance with the provisions of this license.

12. If either party acts to enforce this agreement, with or without suit, the prevailing party shall be entitled to reasonable attorney fees and costs, including expert witness fees, incurred in the enforcement of this agreement.

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

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

TOWN OF KREMMLING

By: \_\_\_\_\_  
Town Manager

(SEAL)

Attest: \_\_\_\_\_  
Town Clerk

LICENSEE

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