

**TOWN OF GRAND LAKE
RESOLUTION 15-2010**

A RESOLUTION GRANTING A LICENSE FOR THE ENCROACHMENT INTO THE PUBLIC RIGHT-OF-WAY OF CERTAIN IMPROVEMENTS LOCATED ADJACENT TO PARCEL 4, DAVEN HAVEN COTTAGES OF THE TOWN OF GRAND LAKE

BE IT RESOLVED BY THE GRAND LAKE BOARD OF TRUSTEES THAT:

Section 1. A license is hereby granted to Greg and Carey Barnes, as owner (hereinafter the "Grantee") of Parcel 4, Daven Haven Cottages, Town of Grand Lake, for the purpose of allowing an encroachment into the public right-of-way of Cairns Avenue for proposed and preexisting improvements.

Section 2. In granting said license, the Town of Grand Lake expressly reserves to itself the right to construct, reconstruct and maintain all municipal utilities and permanent improvements, and further reserves the same right to all utility companies operating under a Town franchise or paying utility occupation tax to the Town.

Section 3. The preexisting improvements being permitted by this Resolution is a 14'x 8' concrete pad as well as a grease clean-out facility. The proposed improvement being permitted is an external cooler to be placed on the preexisting concrete pad; the proposed improvement will be screened on all four sides. The preexisting and proposed improvements are depicted on Exhibit "A". The encroachment is granted to allow the fire pit and bench to encroach no more than five feet (16.39) into the Cairns Avenue right-of-way.

Section 4. This license shall remain in full force and effect for the benefit of the Grantee, their heirs, successors and assigns, until such time as the Town, in its sole determination, determines that this license should end. At such time within 45 days of the Town providing notice to the Grantee, Grantee shall remove the improvement and restore that portion of the Town right-of-way to pre-existing condition or better at Grantee's expense. The Grantee may perform normal maintenance and repairs to the improvement, but may not enlarge it further into or above the public right-of-way.

Section 5. This Resolution is adopted with the considerations, among others, that it must be maintained solely by the owners. Granting of this license shall not be considered a precedent for any future encroachments.

Section 6. In consideration of this license, the Grantee hereby agrees to pay the Town the amount of One Hundred Dollars (\$100.00) in consideration for the granting of this license.

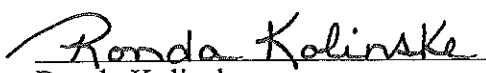
Section 7. This license is conditioned on the Grantee delivering a fully executed Indemnification Agreement (attached as Exhibit "B") of a content and form acceptable to the Town.

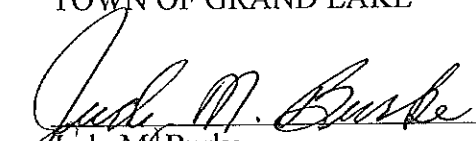
DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 24TH DAY OF MAY, 2010.

Votes Approving:	0
Votes Opposing:	4
Absent:	2
Abstained:	1

ATTEST:

TOWN OF GRAND LAKE


Ronda Kolinske,
Town Clerk


Judy M. Burke,
Mayor

Site Location Map and Site Photograph

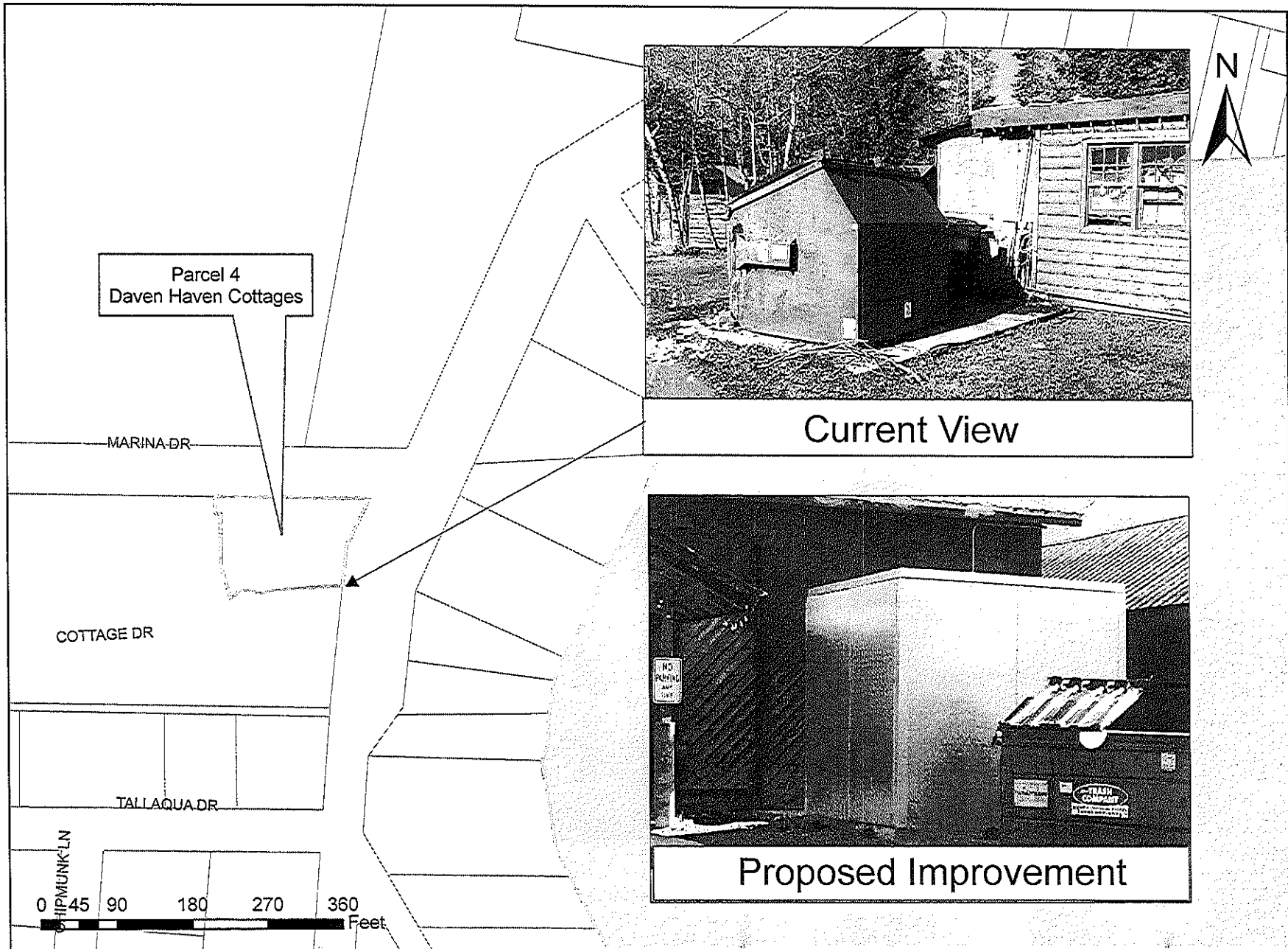


Exhibit "B"

Indemnification Agreement

This Agreement is entered into this _____ day of _____, 2010, by and between Greg and Carey Barnes (hereinafter referred to as the "Grantee") and the Town of Grand Lake, (hereinafter referred to as "the Town".)

The Grantee, for themselves, their heirs and successors and assigns, pursuant to the provisions of **Resolution No. 15-2010**, Town of Grand Lake, hereby agree to indemnify the Town against all liability, loss, cost, damage or expense sustained by the Town, including reasonable attorneys' fees and other expenses of litigation, whether prosecuted to judgment or not, arising out of, due to, or directly or indirectly relating in any manner to the easement granted to Grantee by **Resolution No. 15-2010**.

Grantee shall also, at all times such license shall remain in existence, indemnify the Town against all liens established against the property included within the license or any improvements thereon or any part thereof.

In case any action or proceeding is brought against the Town, Grantee shall, on notice from the Town resist and defend such action or proceeding by legal counsel approved by the Town, which approval shall not be unreasonably withheld.

Grantee shall reimburse the Town for all reasonable attorneys' fees and costs and other expenses of litigation as provided for in this Agreement within thirty (30) days of billing for such charges. The failure or refusal of Grantee to pay such charges within said thirty (30) days shall result in the immediate termination of the license provided for in **Resolution No. 15-2010**.

Grantee acknowledges that is acquires no right, title, or interest in the licensed property and that such license shall not form the basis for any claim against the Town on the basis of estoppel or adverse possession or any other grounds.

Nothing contained in this Indemnification Agreement shall waive any of the Town's rights or protection under the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, as such Act currently exists and as it may be amended from time to time in the future.

Greg Barnes, Owner

Carey Barnes, Owner

STATE OF)

)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____.
Witness my hand and official seal.

My commission expires:

Notary Public