

**TOWN OF GRAND LAKE  
RESOLUTION XX-2023**

**A RESOLUTION GRANTING AN ENCROACHMENT LICENSE INTO  
TOWN RIGHT OF WAY FOR CERTAIN IMPROVEMENTS  
COMMONLY REFERRED TO AS 1204 WEST PORTAL ROAD**

**WHEREAS**, Municipal Code 11-6-1 Public Property Encroachments states:

- (A) Encroachment Defined - An encroachment is any item that is placed, erected or built on the public right-of-way by a private property owner. A property owner shall seek permission from the Town to encroach onto Rights of Ways or municipal property prior to the encroachment occurring. Where an encroachment exists without Town approval, the owner shall be required to remove the encroachment at his own expense or seek permission from the Town for the encroachment to remain.*
- (B)1. Major Encroachments are considered encroachments that are more permanent in nature. Examples include, but are not limited to: buildings or structures, driveways, fences and retaining walls, decks and patios, some components of public utilities, as well as other immovable objects other than minor landscaping.*
- (G) Indemnification and Insurance Requirements  
The property owner is required to indemnify and save harmless The Town of Grand Lake against any and all damages which may result from the encroachment. Insurance may be required. The certificate of insurance shall be submitted to the Town prior to the execution or issuance of the Encroachment License or Agreement.*

**WHEREAS**, Cynthia A. Biersdorfer and Keith Nichols (collectively the “Applicant”) are the owners of 1204 West Portal Rd., Town of Grand Lake (hereinafter the “Property”); and,

**WHEREAS**, the Town of Grand Lake (hereinafter the “Town”) received an Encroachment Permit Application from the Applicant; and,

**WHEREAS**, the Applicant has proposed construction of a retaining wall which will encroach into the Town’s right-of-way; and,

**WHEREAS**, the Town caused certified letters to all utilities to be mailed 15 days prior to the hearing.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO:**

1. In granting said Encroachment License (hereinafter the “License”), the Town 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.

2. Applicant expressly acknowledges and accepts any liability for any damaged caused by the Town to any improvement within the encroachment or attached structure within the encroachment in the course of utilizing the encroachment area for the purposes of snow removal and or storage.

3. A License is hereby granted to the Applicant (hereinafter the “Licensee”) for the purpose of allowing certain encroachments into the public right-of-way, as depicted on Exhibit A, attached hereto and incorporated herein, subject to the following conditions:

1. The License is limited to the encroachments as shown in the attached Exhibit A (hereinafter the “Encroachment”); and
2. The Encroachment complies with the requirements of Municipal Code; and
3. The Licensee must maintain the Encroachment at its sole expense; and
4. This License shall remain in full force and effect for the benefit of the Licensee, 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 Licensee, Licensee shall remove the Encroachment and restore that portion of the Town right of way to pre-existing condition or better at Licensee’s expense. The Licensee may perform normal maintenance and repairs to the Encroachment; and
5. The granting of this License shall not be considered a precedent for any future encroachments; and
6. The granting of this License does not limit any Town use of the right of way; and
7. The Licensee agrees to pay the License fee to the Town in the amount of One Hundred Dollars (\$100.00); and
8. The Licensee agrees to maintain public liability insurance in an amount not less than \$300,000 per person and \$900,000 per accident to protect Licensee and the Town from any liability to the public as a result of the encroachment onto the Town’s right-of-way and to furnish the Town proof of such insurance upon request. Said insurance shall be maintained at all times during the term of this easement.
9. The Licensee delivers the Town a fully executed Encroachment License and Agreement attached as Exhibit B; and,
10. In the unlikely event a utility company contacts the Town, in a reasonable period of time from notification, with justifiable objections to this License; Board review may be required.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO THIS 28TH DAY OF AUGUST, 2023.**

Votes Approving:	0
Votes Opposing:	0
Absent:	0
Abstained:	0

ATTEST:

TOWN OF GRAND LAKE

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Alayna Carrell,  
Town Clerk

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Stephen Kudron,  
Mayor