

**REVOCABLE ENCROACHMENT LICENSE AGREEMENT BY AND BETWEEN  
THE TOWN OF MEAD, COLORADO, AND  
\*LICENSEE LEGAL NAME\* TO CONSTRUCT, INSTALL, AND MAINTAIN IMPROVEMENTS  
WITHIN TOWN RIGHT-OF-WAY**

**1.0      PARTIES.**

The parties to this Revocable Encroachment License Agreement (“Agreement”) are the **TOWN OF MEAD**, a municipal corporation of the State of Colorado (the “Town” or “Mead”), and **\*LICENSEE LEGAL NAME\***, a **\*JURISDICTION\*** **\*FORM OF ENTITY\*** (the “Licensee”) (each a “Party” and together the “Parties”). This Agreement shall be effective on the date of mutual execution hereof by the Parties (“Effective Date”).

**2.0      RECITALS AND PURPOSE.**

- 2.1      The Town is the holder of fee title in public right of way property located within the Town of Mead, Weld County, Colorado, as shown on **Exhibit A** attached hereto (the “Town Property”).
- 2.2      The Licensee desires to encroach upon, occupy, and use the Town Property for the purpose of constructing, installing, and maintaining certain improvements, as described in this Agreement.
- 2.3      The Parties acknowledge and agree that a portion of the Town Property is utilized by the Town as **\*USE(S)\***.
- 2.4      The Town is willing to grant a revocable license to the Licensee under and pursuant to the terms, conditions, and covenants in this Agreement; provided, however, that nothing in this Agreement shall waive or modify any obligation of the Licensee to seek building permits, right-of-way permits, variances, or any other approval necessary to meet any obligation imposed by law. The Licensee remains obligated to apply for and obtain all necessary permits and approvals, pay all required fees, and comply with all applicable local laws, including, but not limited to, the applicable provisions of the Town’s Design Standards and Construction Specifications.

**3.0      TERMS AND CONDITIONS.**

- 3.1      The Town hereby grants to the Licensee a revocable license for the encroachment, occupation, and use of the Town Property for the purpose of installing, constructing, and maintaining **\*describe improvements\*** (the “Improvements”). Except for the Improvements identified in this paragraph 3.1, no other encroachment is allowed in any way or fashion on the Town Property. The rights granted in this revocable license to Licensee are subordinate to the rights of the Town and to the rights granted by the Town to any prior permittee or licensee within the Town Property. Nothing in this Agreement is intended to waive, alter, modify, or permit any violation of any state or local law or regulation applicable within the Town. To the extent that the location or other specifications of this License or any exhibit conflict with state or local laws or regulations, the more restrictive of the state or local law shall control.

- 3.2 The license granted hereunder as specified in Section 3.1 above shall continue from the Effective Date to the time that this Agreement is terminated. The Town may terminate this Agreement at any time if the Town Board of Trustees makes a legislative determination at any regular or special meeting that removal of the Improvements is necessary to protect the public health, safety or welfare. At such time as the Town Board of Trustees makes a determination that removal of the Improvements is necessary, the Town Board of Trustees shall also make a legislative determination regarding the reasonable period of time within which the Improvements must be removed or relocated.

The Licensee shall customarily not be required to remove the Improvements within less than thirty (30) days advance written notice to the Licensee. The Town may also terminate this Agreement at any time if the Board of Trustees of the Town or the Mayor or other duly authorized individual has declared that a local disaster exists. Pursuant to such a declaration, the Town may give verbal notice to Licensee as soon as practicable and may require the Licensee to remove the Improvements immediately and at Licensee's sole cost and expense.

- 3.3 The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fee that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by the Licensee or any of its employees, agents, partners, or lessees, in encroaching upon the Town Property. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim in whole or in part that all or any portion of the Improvements and encroachment permitted by this Agreement constitutes a dangerous and/or unsafe condition within a public right-of-way.
- 3.4 The Licensee agrees that it will never institute any action or suit at law or in equity against the Town or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present or future, arising as a result of or from the revocable license granted to the Licensee by this Agreement. This provision includes, but is not limited to, claims relating to construction, installation, and maintenance of the road, sidewalk and parking, utility work, snow removal, or other public works activities performed by or on behalf of the Town.
- 3.5 The Licensee agrees to construct, maintain, and repair the Improvements placed or located on the Town Property by the Licensee or its lessees, agents, employees, or other persons under the control or direction of the Licensee pursuant to this Agreement at the cost and expense of the Licensee and at no cost or expense to the Town. The Licensee agrees to maintain the Improvements per the Town's standards, including the removal or adequate covering of graffiti and the repair of

damage to the Improvements, within a reasonable time following Licensee's knowledge of such needed maintenance.

- 3.5.1 The Licensee agrees that the Town may provide the Licensee with written notice and demand ("Town's Written Demand") that requires the Licensee to complete specific maintenance of the Improvements as deemed necessary by the Town, including the removal of the Improvements per Section 3.2 above ("Required Maintenance"), and the Licensee will complete the Required Maintenance within the time period stated in the Town's Written Demand, which shall not be less than ten (10) days of the delivery of the Town's Written Demand to the Licensee ("Completion Date"). If the Licensee cannot complete the Required Maintenance before the Completion Date, the Licensee must request and obtain an extension of the Completion Date from the Town Manager prior to the expiration of the Completion Date ("Completion Date Extension"). The Town shall not unreasonably withhold its approval of the Licensee's request for a Completion Date Extension.
- 3.5.2 If the Licensee fails to complete the Required Maintenance or obtain a Completion Date Extension on or before the Completion Date, then the Town may proceed with completing the Required Maintenance and billing the Licensee for the Town's costs after delivering written notice of default ("72-Hour Notice") to the Licensee that clearly states: (1) Licensee has failed to complete the Required Maintenance, per the Town's standards, or to obtain a Completion Date Extension pursuant to the Town's Written Demand; (2) Licensee has seventy-two (72) hours' from delivery of the 72-Hour Notice to complete the Required Maintenance, per the Town's standards, or obtain a Completion Date Extension; (3) the Town will take action to complete the Required Maintenance if the Licensee does not complete the Required Maintenance or obtain a Completion Date Extension before the expiration of the 72-Hour Notice; and (4) the Town shall bill the Licensee for the Town's costs incurred for completing the Required Maintenance ("Maintenance Charges").
- 3.5.3 If the Town completes the Required Maintenance after the Licensee fails to complete the Required Maintenance or obtain a Completion Date Extension before the expiration of the 72-Hour Notice, then the Town may bill the Licensee for the Town's Maintenance Charges and deliver a billing statement that includes the Town's Maintenance Charges to the Licensee ("Billing Statement"). The Licensee shall pay the Town's Maintenance Charges within ninety (90) days of the billing date stated on the Town's Billing Statement. If the Licensee fails to pay the Town's Maintenance Charges within ninety (90) days of the billing date on the Billing Statement, then the Maintenance Charges shall be deemed delinquent, and the Town may proceed to certify the Maintenance Charges, together with any other costs of collection incurred by the Town, to the Weld County Treasurer, as specifically authorized by and in accordance with Sec. 4-5-10 of the Mead Municipal Code, as the same may be amended from time to time.

- 3.6 Improvements shall be installed and located such that proper sight distances for vehicle drivers are provided, as determined by the Town Engineer. Mature landscaping shall not interfere with sight distance or street sign visibility, encroach on the sidewalk pedestrian space or extend over utility boxes, manholes or other public facilities. Landscaping installed by the Licensee shall be maintained in living and healthy condition at the sole expense of the Licensee. The Town will not unreasonably deny access by Licensee to maintain and repair the Improvements for the term of this Agreement.
- 3.7 The Licensee agrees that the Town is not liable, and will not assume any liability, responsibility, or costs for any damage, maintenance, or repair of any Improvements constructed, installed, or maintained by the Licensee under this Agreement.
- 3.8 The Licensee agrees to repair and reconstruct any damage to the Town Property upon termination of this Agreement or removal of the Improvements described in paragraph 3.1, and the Licensee shall return the Town Property to its original condition at the cost and expense of the Licensee and at no cost or expense to the Town.
- 3.9 The Licensee agrees to procure and maintain, at its own cost, a policy or policies of insurance protecting against injury, damage or loss occurring on the licensed premises in the minimum amount of \$1,000,000.00 per occurrence. Such policy or policies shall name the Town as an "additional insured". However, the Licensee's failure to take such steps to insure the premises shall not waive, affect, or impair any obligation of the Licensee to indemnify or hold the Town harmless in accordance with this Agreement.
- 4.0 UNDERLYING INTENT AND SCOPE. It is the intent of this Agreement that the Town shall incur no cost or expense attributable to or arising from the construction, maintenance, or operation of the Improvements and encroachment permitted by this Agreement and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the encroachment shall be borne by the Licensee. Licensee expressly acknowledges that utility easements exist in and around the area in which the Private Improvements will be installed and hereby acknowledges the rights attendant to those easements. This Agreement does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this Agreement shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.
- 5.0 CONSTRUCTION NOTICE. Licensee shall provide the Town with notice of commencement of installation or construction of the Improvements ("Construction Notice") together with construction documents or plans from the Licensee for the Town's review, comment and approval, such approval not to be unreasonably withheld, at least sixty (60) days prior to the start of initial installation or construction. Within fifteen (15) days of the receipt of the Construction Notice and construction documents from Licensee, the Town's engineering staff shall make themselves available for a meeting (whether conducted virtually or in-person) with the Licensee's representatives to discuss the Town's review and comments on the construction documents.

- 6.0 ASSIGNMENT. This Agreement shall not be assigned by the Licensee without the prior written consent of the Town which may withhold its consent for any reason. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution of the Board of Trustees for the Town of Mead. No assignment shall release the Licensee from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Licensee, the Town may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the Licensee to provide to the Town written evidence of financial or other ability to meet the particular duty, obligation or responsibility being assumed by the party.
- 7.0 COMPLIANCE WITH LAW. Licensee shall comply with all federal, state and local laws, rules and regulations applicable to the Improvements. Where the Improvements cross the drainage ditch located within the Town Property, the Improvements shall be installed at such a depth so as to not interfere in any manner with the drainage ditch located within the Town Property. Licensee agrees to install and maintain the Improvements at a minimum depth of four and one-half feet (4'6") below the drainage ditch located within Town Property.
- 8.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if delivered by private courier (e.g., FedEx and UPS) or if sent by United States Postal Service certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party by notice herein. Such notice shall be deemed to have been delivered to the other Party when actually delivered if sent by private courier or within three (3) days of depositing the notice in the United States Mail.
- 9.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. Invalidity of the Agreement in its entirety shall revoke any authorization, whether explicit or implied, to the continuing use and occupancy of the Town Property for the Improvements.
- 10.0 GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado and venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado.
- 11.0 WAIVER OF BREACH. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
- 12.0 BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this Section 12 shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

- 13.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Mead and the Licensee, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of Mead and Licensee that any person other than Mead or Licensee and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 14.0 GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement shall constitute a waiver of the Town's sovereign and qualified immunity under common law or applicable state law.
- 15.0 COST REIMBURSEMENT. The Licensee, at the time of execution of this Agreement, will pay the Town the sum of \$\_\_\_\_\_, which the Parties agree represents a reasonable estimate of the Town's engineering, legal and other expenses.
- 16.0 RECORDATION. This Agreement shall be recorded in the office of the Clerk and Recorder for Weld County, Colorado, and shall run with the land. Licensee shall pay the associated recording fee imposed by Weld County.
- 17.0 AUTHORITY TO BIND PARTY. The undersigned persons represent that they are expressly authorized to execute this Agreement on behalf of their respective Party and to bind their respective Party and that the other Party may rely upon the undersigned person's representation of authority herein.

IN WITNESS WHEREOF, the Parties have executed this Encroachment License Agreement on the date(s) set forth below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

*[Town signature page to Revocable Encroachment License Agreement].*

**TOWN:**

**TOWN OF MEAD**, a municipal corporation of the  
State of Colorado

By: \_\_\_\_\_  
Helen Migchelbrink, Town Manager

Date: \_\_\_\_\_, 202\_\_

ATTEST:

\_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

[Licensee signature page to Revocable Encroachment License Agreement].

**LICENSEE:**

**\*LEGAL NAME\***, a **\*JURISDICTION\*** **\*FORM OF ENTITY\***

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

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

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Revocable Encroachment License Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

**\*LEGAL NAME\***, a **\*JURISDICTION\*** **\*FORM OF ENTITY\***.

Witness my hand and official seal.

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

Notary Public

[SEAL]



**Exhibit A**  
Town Property and Improvements

\*Insert graphic depiction of Town Property and the Improvements.\*