

ENCROACHMENT REMOVAL AGREEMENT

This ENCROACHMENT REMOVAL AGREEMENT (this “Agreement”) is made and entered into as of the date of the last signature hereto (the “Effective Date”), by and between Chris Rhodes and Juliet Greene Rhodes, individuals, (collectively, the “Rhodeses”) and the Town of Minturn, Colorado, a home rule municipality whose address is 302 Pine Street, Minturn, Colorado 81645 (the “Town”) (individually, a “Party”; collectively, the “Parties”).

RECITALS

WHEREAS, the Rhodeses own the property at 501 Pine Street in Minturn more particularly described as follows:

LOT 17, BLOCK 2, BALDAUF ADDITION TO THE TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO.

(the “Rhodes Property”); and

WHEREAS, the Town owns a 20-foot right-of-way (“ROW”) that is adjacent to the rear of the Rhodes Property and is known as Meadow Lane; and

WHEREAS, certain improvements, including a fence, encroach from the Rhodes Property onto Meadow Lane (the “Encroachments”); and

WHEREAS, the Town has started the process of prosecuting the removal of the Encroachments in municipal court; and

WHEREAS, the Parties desire to not use the municipal court process to resolve this dispute and instead have the Encroachments removed from Meadow Lane at the time that weather allows and to otherwise set forth and memorialize the terms of this Agreement herein.

NOW, THEREFORE, in consideration of the mutual representations and covenants made in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

TERMS

Section 1. **Incorporation of Recitals.** The foregoing recitals are incorporated as terms of this Agreement as though set forth in full.

Section 2. **Encroachment Removal.** The Rhodeses shall remove the Encroachments from Meadow Lane and restore the area to its previous condition as soon as practicable but no later than June 30, 2025 (the “Removal Date”).

Section 3. **Property Survey.** After snow has melted, the Town will have its surveyor put flagging on the existing survey pins along the Meadow Lane ROW and the Rhodes Property.

After the Encroachments have been removed, the Town will have its surveyor confirm that the Encroachments are no longer in the ROW.

Section 4. Encroachment License. In the event the Rhodeses intend to request an encroachment license for minor encroachments (not to exceed six inches inside the ROW) to remain in the ROW, an application for an encroachment license shall be submitted to the Town with all required attachments no later than April 15, 2025. Nothing in this Agreement constitutes a representation that an encroachment license will be granted. All encroachment licenses require payment of annual fees to the Town.

Section 5. Continued Encroachment – Fine. For any Encroachments that remain on Meadow Lane past the Removal Date for which an encroachment license has not been approved, the Rhodeses shall pay the Town two-hundred fifty dollars (\$250.00) per day as liquidated damages for non-removal of such Encroachments.

Section 6. Miscellaneous Provisions.

- A. **Indemnification.** The Rhodeses hereby covenant and agree to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from the activities of the Rhodeses undertaken in furtherance of this Agreement.
- B. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Eagle, State of Colorado, including in the Municipal Court of the Town of Minturn.
- C. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*
- D. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, personal representatives, successors, and assigns.
- E. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- F. **Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- G. **Authority.** Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.

H. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and the Rhodeses, the prevailing Party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CHRIS RHODES

JULIET GREENE RHODES

Signature: 
Christopher Rhodes (Feb 19, 2025 14:23 MST)

Signature: _____

By: _____

By: _____

Name: Christopher Rhodes

Name: _____

Date: Feb 19, 2025

Date: _____

H. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and the Rhodeses, the prevailing Party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CHRIS RHODES

Signature: _____

By: _____

Name: _____

Date: _____

JULIET GREENE RHODES

Signature: *juliet green rhodes*
juliet green rhodes (Feb 19, 2025 09:14 MST)

By: _____

Name: Feb 19, 2025

Date: Feb 19, 2025

TOWN OF MINTURN, COLORADO

Kathleen Ann Sickles, Interim Town Manager

ATTEST:

Town Clerk





20250129 Agreement - 501 Pine St

Final Audit Report

2025-02-19

Created:	2025-02-18
By:	Harper Powell (hep@mountainlawfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4qjtwa6-0bqvrkUole4PeZxqhFrRwyjd

"20250129 Agreement - 501 Pine St" History

-  Document created by Harper Powell (hep@mountainlawfirm.com)
2025-02-18 - 3:55:51 PM GMT
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20250129 Agreement - 501 Pine St

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Created:	2025-02-18
By:	Harper Powell (hep@mountainlawfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANAHWmhtE82ohP42-2WGUjWqsMRDAwZ

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-  Document created by Harper Powell (hep@mountainlawfirm.com)
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-  Signer juliet.greene.rhodes@gmail.com entered name at signing as juliet greene rhodes
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-  Document e-signed by juliet greene rhodes (juliet.greene.rhodes@gmail.com)
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