

**ENCROACHMENT LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ hereinafter referred to as "Applicant" and Cordillera Valley Club Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, hereinafter referred to as "District".

WHEREAS, Applicant is presently the owner of that certain real property known as (legal description) \_\_\_\_\_, also known as (physical address) \_\_\_\_\_, which is located in Eagle County, Colorado; and

WHEREAS, the District is presently in possession of a right of way into which Applicant wishes to encroach in a manner outlined below; and

WHEREAS, the District is willing to give Applicant a license to effect such an encroachment upon the District's right of way on condition that Applicant indemnify the District and others from any loss resulting therefrom and on other terms and conditions as outlined below.

NOW, THEREFORE, in consideration of the covenants and promises herein; the parties hereby agree as follows:

1. Applicant applies to District for a license, to encroach as described below and agrees not to conduct any other activity within the District's right of way:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. The Applicant shall indemnify the District from the costs of any repairs to the District's right of way and other property which may occur or may have occurred as a result of the encroachment described above.

3. The Applicant shall hold harmless the District from the cost of repairing any damage to the encroaching structure, which damage may be caused by any activity of the District in the right of way.

4. The Applicant shall indemnify the District from any increase in the cost of any repairs to the District's facilities, if in the District's sole judgement any such increase is caused by the existence of the encroachment.

5. This License Agreement shall be revocable by the District at will.

6. This License Agreement shall bind the successors and assigns of the Applicant, and shall be appurtenant to and deemed to run with and for the benefit of the aforementioned property

in Eagle County, Colorado until such time that the District abandons said right of way or revokes this License Agreement, this License Agreement shall be recorded against said property in accordance with the laws of the State of Colorado.

IN WITNESS THEREOF the parties hereto have caused this License Agreement to be executed as of the day and year first above written.

**APPLICANT:**

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

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF EAGLE     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

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

(SEAL)

\_\_\_\_\_  
Notary Public

**ACCEPTED:  
CORDILLERA VALLEY CLUB  
METROPOLITAN DISTRICT**

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary