

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT-OF-WAY  
OR PUBLIC PROPERTY OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC PLACE is granted this \_\_\_ day of \_\_\_\_\_, 20 \_\_, (the "Effective Date") by the City of Salida, a home rule municipal corporation, ("City"), whose address is 448 E 1<sup>st</sup> Street , Salida, Colorado 81201, to \_\_\_\_\_, ("Licensee") whose address is \_\_\_\_\_

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A. The City owns the right-of-way/public property/public place which is commonly known and/or described as \_\_\_\_\_ (the "Licensed Premises").

B. Licensee desires to \_\_\_\_\_ in the Licensed Premises (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Licensed Premises are depicted on Exhibit A attached hereto and incorporated herein by this reference.

C. Pursuant to Salida Municipal Code ("City Code") and the laws of the State of Colorado, the City is vested with power and authority over the use of municipally owned streets, rights-of-way and other public properties and places.

D. The City is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.

E. The intent of this License is to authorize, on a temporary and revocable basis, the installation and operation of the Private Activities/Improvements within the Licensed Premises without cost or liability to the City.

**LICENSE**

**1. Grant of Revocable License.**

The City hereby grants to Licensee a non-exclusive, temporary and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Licensed Premises provided, however, that as conditions to the License, the Licensee shall install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Licensed Premises (City Right-of-Way/Public Property/Public Place).

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the City to any person. The City may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the City.

**2. Design, Installation, Operation and Maintenance.**

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and

upon the City's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Licensed Premises and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the City in exercising its right to make full use of the Licensed Premises encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Licensed Premises (City Right-of-Way/Public Property/Public Place).

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Licensed Premises due to activities authorized by this License.

d. Licensee shall cooperate with City officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by City personnel, or the City's Licensees or sub-licensees, in connection with conducting maintenance or emergency operations within the Licensed Premises.

**3. Repair of Damages.**

Licensee shall promptly repair all damage to the Licensed Premises caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the City may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the City's request.

**4. Term.**

This License shall commence on the Effective Date and shall terminate on such date as the City may revoke this License, or on such date as the temporary modification of premises expires, or on such date as the City resumes full use and access of the Licensed Premises or public place, whichever termination trigger shall occur first. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Licensed Premises to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

**5. Revocation.**

a. In addition to, and including, the termination triggers mentioned in Section 4, the City may also revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from City.

(ii) A unilateral decision by the City Council or the City Administrator that the Licensed Premises is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Licensed Premises to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5<sup>th</sup> day after the City delivers notice of revocation to the Licensee, the City may remove or cause the Private Activities/Improvements to be removed. The City may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the City shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. **Notice.**

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when personally delivered by hand, or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. **Indemnification and Insurance**

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the City and any of its officers, agents, or employees from any and all claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the City or that 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, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, sub-licensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the City for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the City or that may be awarded against the City 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 that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Licensed Premises constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the City as required in this section, the City shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the City, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

- (ii) **Insurance.** Licensee shall procure and maintain, at its own cost, policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law, included, but not limited to: commercial general liability insurance, liquor sales liability insurance, workers' compensation insurance.
- (iii) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage and conditions shall constitute a material breach of contract upon which City may immediately terminate this Agreement.
- (iv) The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to City, its officers, or its employees.

#### 8. **Competing Uses.**

The Private Activities/Improvements and the Licensee's activities within the Licensed Premises shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Licensed Premises. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the City, so as to avoid interference with other property, uses and improvements.

#### 9. **Miscellaneous Provisions**

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be constructed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License 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 paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. Underlying Intent and Scope. It is the intent of this License that the City shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License 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.

d. No Third Party Beneficiaries. Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third-party beneficiaries are intended by this License. Any third party receiving a benefit from this License is an incidental and unintended beneficiary only.

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Chaffee County, Colorado.

f. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the City by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the City, its officials, officers, agents, and employees.

**CITY OF SALIDA**, a Colorado Statutory  
Municipal Corporation

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

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

**LICENSEE:**

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

Print Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

**EXHIBIT A: CITY BOUNDARIES AND LICENSEES PLAN FOR PRIVATE ACTIVITIES/IMPROVEMENTS**

= 1' PLEASE INDICATE THE LENGTH OF BUILDING FRONTAGE AND DRAW IN ALL AMENITIES  
**PLANS MUST SHOW ADA ACCESS IN EXPANSION AREA & PRESERVE ADA ACCESS ALONG SIDEWALK**

