

## ENCROACHMENT AGREEMENT

This encroachment agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 between ADAMS COUNTY, a body politic, whose address is 4430 S Adams County Parkway, Brighton, Colorado 80601 (the "County") and Luis Anaya (the "Property Owner") whose address is 15840 Jackson Street. The County and the Property Owner are collectively referred to as the "Parties."

### RECITALS

WHEREAS, the Property Owner owns Lot 4, Sunset Vista Estates, a subdivision of a part of Section 12, Township 1 South, Range 68 West, of the 6<sup>th</sup> Principal Meridian, Adams County, Colorado (Tax Parcel # 0157312003009), hereinafter referred to as the "Property"; and,

WHEREAS, Property Owner is requesting to install a 2-foot concrete pan and landscape surface materials (rock mulch over a weed barrier), hereinafter called the "Improvements," within the right-of-way of Jackson Street, being adjacent to the Property as shown on the attached plan.

NOW THEREFORE, the Parties hereby agree that the Improvements will be permitted to encroach onto the County's right-of-way, subject to the following:

- A. In the event that the County desires to construct a County project within Jackson Street that affects the Improvements, the County may elect to demolish as much of the Improvements as are needed (at the County's expense), or require the Property Owner to remove and later reinstall the Improvements (at the Property Owner's expense), to accommodate the County's project.
- B. The County will provide the Property Owner written notice of its need to effect the Improvements at least 30 calendar days prior to disturbance of the Improvements. The County will provide the Property Owner information regarding the County's project. If the County decides to require the Property Owner to remove the Improvements, the County will specify a date by which the Improvements must be removed. It is the Property Owner's responsibility to reinstall the Improvements according to the attached plan, unless otherwise approved in writing by the County.
- C. This Agreement creates no property interest for the Property Owner to the County's right-of-way except for the specific encroachment as described herein.
- D. Property Owner agrees to indemnify and hold harmless the County, its officials, officers, contractors, agents and employees from any damage occurring to, or caused by, the Improvements or for any harm caused by the Improvements to persons allowed upon the County's right-of-way.
- E. The Improvements must be maintained in accordance with the most current version of the Adams County Codes and Development Standards and Regulations.

- F. Property Owner must have this Agreement recorded in the County records and this Agreement runs with the Property until such time as the Parties mutually release the other in writing from this Agreement.
- G. The existence of this Agreement does not render the Improvements a legal, non-conforming use of the Property or the County's right-of-way.

**PROPERTY OWNER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
Name, Title

STATE OF COLORADO )  
 )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2017, by \_\_\_\_\_, \_\_\_\_\_ and

\_\_\_\_\_, \_\_\_\_\_

Witness my hand and official seal: \_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**COUNTY:**

Board of County Commissioners,  
County of Adams, State of Colorado

Attest:  
Stan Martin, Clerk

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

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form: \_\_\_\_\_  
County Attorney's Office