



**TOWN OF VAIL
REVOCABLE PERMIT TO ERECT OR MAINTAIN
IMPROVEMENTS ON A PUBLIC RIGHT-OF-WAY**

(THIS FORM IS REQUIRED TO BE TYPED)

OWNER OF PROPERTY _____

ADDRESS _____

LEGAL DESCRIPTION OF PROPERTY TO BE SERVED:

LOT _____ BLOCK _____ SUBDIVISION _____
(If necessary, attach description on separate sheet.)

Corner Lot _____ Inside Lot _____

TYPE OF IMPROVEMENTS:

_____ Fence _____ Wall _____ Landscaping _____ Other _____

DETAILED DESCRIPTION OF STRUCTURE OR ITEM(S) INTO RIGHT-OF-WAY:

Does structure presently exist? _____
Proposed date for commencement of construction _____

In consideration of the issuance of a revocable permit for the structure above indicated, applicant as follows:

1. That the structure herein authorized on a revocable permit basis is restricted exclusively to the land above described.
2. That the permit is limited specifically to the type of structure described in this application.
3. That the applicant shall notify the **Project Planner and Public Works Department**, or their duly authorized agent, twenty-four hours in advance of the time for commencement of construction, in order that proper inspection may be made by the Town.
4. The applicant agrees to indemnify and hold harmless the Town of Vail, its officers, employees and agents against all liability, claims and demands on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with applicant's activities pursuant to this permit, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence or other fault of the applicant, his contractor or his subcontractor. The applicant agrees to investigate, handle respond to, and to provided defense for and defend against, any such liability, claims, or demands at the sole expense of the applicant. The applicant also agrees to bear all expenses relating thereto,

including court costs and attorney's fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

5. Applicant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to ensure against all liability claims, demands and other obligations assumed by the applicant pursuant to this Paragraph 4.
6. Applicants further agree to release the Town of Vail, its officers, agents and employees from any and all liability, claims, demands or actions or causes of actions whatsoever arising out of any damage, loss or injury to the applicant or to the applicant's property caused by the Town of Vail, its officers, agents and employees while engaged in maintenance of snow removal activities or any other activities whatsoever on Town of Vail Property, streets, sidewalks or rights-of-way.
7. That the permit may be revoked whenever it is determined that the encroachment, obstruction, or other structure constitutes a nuisance, destroys or impairs the use of the right of way by the public, constitutes a traffic hazard, or the property upon which the encroachment, obstruction, or structure exists is required for use by the public; or it may be revoked at any time for any reason deemed sufficient by the Town of Vail.
8. That the applicant will remove, at his expense, the encroachment, obstruction, or structure within ten days after receiving the notice of any revocation of said permit.
9. That the applicant agrees to maintain any landscaping associated with the encroachment on the right-of-way.
10. That in the event said removal of encroachment, obstruction, or structure is not accomplished within ten days, the Town is hereby authorized to remove same and have the right to make an assessment against the property and collect the costs of removal in the same manner as general taxes are collected.
11. That the applicant has read and understands all of the terms and conditions set forth in this application.
12. The Revocable Right-of-way Permit is \$40.00: \$16.00 of the fees pay for Eagle County Clerk and Recording. **Make checks payable to the Town of Vail.**
13. Special Conditions: _____

Signature of Property Owner
(If joint ownership, both signatures)

Print Name

Date

Signature of Property Owner
(If joint ownership, both signatures)

Print Name

Date

APPROVED:

Project Planner

Date

Department of Public Works

Date