



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

**(THIS FORM CANNOT BE REDUCED)**

OWNER OF PROPERTY \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY:

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

Corner lot \_\_\_\_\_ Inside lot \_\_\_\_\_

**TYPE OF ENCROACHMENT:**

Fence       Wall       Landscaping     Other \_\_\_\_\_

**DETAILED DESCRIPTION OF ENCROACHMENT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does encroachment presently exist? \_\_\_\_\_

Proposed date for commencement of construction \_\_\_\_\_

In consideration of the issuance of a revocable permit for the encroachment above indicated, Owner agrees as follows:

1. The encroachment herein authorized on a revocable permit basis is restricted exclusively to the land above described.
2. The permit is limited specifically to the type of encroachment described in this permit.
3. Owner shall notify the **Project Planner and Public Works Department**, or their duly authorized agent, twenty-four (24) hours in advance of the time for commencement of construction, so that proper inspection may be made by the Town.
4. Owner 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 Owner'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 Owner, its contractors, subcontractors or any officer, employee or representative of Owner or its contractors or subcontractors.

5. Owner 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 Owner pursuant to this permit.
6. Owner acknowledges that it is responsible for maintenance of the encroachment that is the subject of this permit, and Owner releases the Town of Vail, its officers, agents and employees from any and all liability, claims, demands, actions or causes of action whatsoever arising out of any damage, loss or injury to Owner's property caused by the Town of Vail during any maintenance or snow removal activities.
7. This permit may be revoked whenever it is determined that the encroachment constitutes a nuisance, destroys or impairs the use of the right-of-way, constitutes a traffic hazard, or the property upon which the encroachment exists is required for use by the public **or any other agency or public utility with a right to occupy the public right-of-way**; or it may be revoked at any time for any reason deemed sufficient by the Town of Vail.
8. Owner will remove, at its expense, the encroachment within ten (10) days after receiving notice of any revocation of this permit.
9. Owner agrees to maintain any landscaping associated with the encroachment.
10. If removal of the encroachment is not accomplished within ten (10) days, the Town is hereby authorized to remove the same and assess the property for the costs or removal in the same manner as general taxes are collected.
11. This permit shall be recorded with the Eagle County Clerk and Recorder's office and shall run with the land described herein, and shall be binding on Owner's heirs, personal representatives, successors and assigns until the permit is revoked.
12. Owner has read and understands all of the terms and conditions set forth in this permit.
13. The fee for this permit is \$40.00: \$16.00 of the fee pays for Eagle County Clerk and Recording. **Make checks payable to the Town of Vail.**
14. Special conditions: \_\_\_\_\_

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

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Date**

**APPROVED:**

\_\_\_\_\_  
**Project Planner**

\_\_\_\_\_  
**Department of Public Works**