

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 12-2020**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A DRIVEWAY AGREEMENT ON VERANO AVENUE**

**WHEREAS**, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado;

**WHEREAS**, the Town of Palmer Lake, Colorado, does not currently have the intention of developing or constructing or maintaining a portion of the Town's right of way on Verano Avenue; and

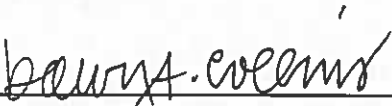
**WHEREAS**, there is currently a residence on Verano whose owner wishes to enter into a private driveway agreement with the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:**

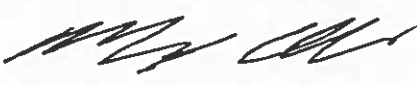
1. The Mayor is hereby authorized to execute the driveway agreement attached here to as Exhibit A.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 13TH DAY OF AUGUST, 2020.**

ATTEST:

  
\_\_\_\_\_  
Dawn A. Collins  
Town Clerk/Deputy Administrator

TOWN OF PALMER LAKE, COLORADO

BY:   
\_\_\_\_\_  
John Cressman  
Mayor

## DRIVEWAY AGREEMENT

The Town of Palmer Lake, Colorado, P.O. Box 208, Palmer Lake, Colorado 80133, (hereinafter referred to as "the Town") and Steven A. Beebe of Palmer Lake, Colorado (hereinafter referred to as "Requesting Party") enter into the following agreement this \_\_\_ day of August, 2020.

1. Requesting Party is the owner of the real property more fully described as lots 1-4,11-16 Block 37, Glen Park Subdivision, Town of Palmer Lake, El Paso County, Colorado.

2. The Town is the owner of an undeveloped right of way for the extension of Verano Avenue street within the Town of Palmer Lake, which undeveloped road right of way abuts the property by the El Paso County Public Records and lies between lot 5-10, Block 37, Glen Park Subdivision and Lot 1-4,11-16, Block 37, Glen Park Subdivision.

3. The Town at this time has no plans for development of that portion of Verano Avenue.

4. Requesting Party wish to avoid the full cost of developing Verano Avenue to current Town specifications however wish to develop a private driveway and utilize their above described property.

5. Requesting Party agrees to pay the Town rental of \$1.00 per year, payed yearly, for the right to place a private driveway over and along the right of way of Verano Avenue described above.

6. Requesting Party agrees to pay all costs associated with such private driveway and agrees to post the driveway as a private road.

7. In the event any other property owner whose property abuts the undeveloped portion of Verano Avenue wishes to develop their property and to utilize Verano Avenue for access to their property then the town will require both parties to share in the development costs of the Verano Avenue road extension with the other property owners reimbursing Requesting Party for one half the cost incurred by them for improvements they made which can be and are utilized in the road construction of the Verano Avenue extension.

8. If Verano Avenue is installed to Town specifications, the Town agrees to enter into an agreement with Requesting Party and any third party or parties for the extension of Verano Avenue for fifteen (15) years as provided by Ordinance.

9. Requesting Party agrees that they will be solely responsible for all liability in connection with Verano Avenue the private road and agree to indemnify and hold harmless the Town. Requesting Party agree to indemnify and hold harmless the Town from any and all claims which may arise from their use or any third party's use of the private road. The Requesting Party agrees to provide proof of insurance to the town annually showing the town as a named insured as a condition for the continuation of this agreement.

10. This Agreement may be terminated upon sixty (60) days written notice by either party. Upon termination Requesting Party may be required to restore the property to its pre private road condition at the option of the Town.

11. The Town agrees to give at least sixty (60) days advance notice of their intent to require the construction of the extension of Verano Avenue.

12. All parties agree and acknowledge the Town shall not maintain the private road and that the maintenance shall be the sole and separate responsibility of Requesting Party. Private road shall be kept free of debris and storage items.

This Agreement entered in the Town of Palmer Lake this \_\_\_\_ day of August, 2020.

Attest:

Town of Palmer Lake

*Nancy A. Collins*

By

*[Signature]*

Town Clerk

Mayor

*[Signature]*

"Requesting Party"

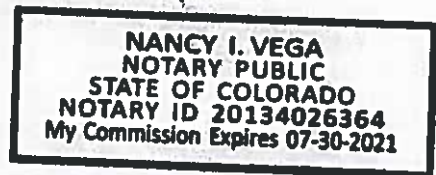
\_\_\_\_\_  
"Requesting Party"

STATE OF COLORADO )  
 ) ss  
COUNTY OF EL PASO )

Acknowledged before me this 17<sup>th</sup> day of August, 2020 by Nancy Collins  
and \_\_\_\_\_.

Witness my hand and official seal.

My Commission Expires: 7/30/2021



Notary Public