

RESOLUTION NO. 1785

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE EXECUTION OF A LICENSE
AGREEMENT WITH WILLIAM AND ANNETTE LYTTLE,
OWNERS OF 711 14TH STREET**

WHEREAS, William and Annette Lyttle, owners of 711 14th Street have requested approval to use a portion of the 14th Street right-of-way, City of Golden, Colorado; and

WHEREAS, the City of Golden, Colorado is the owner of the 14th Street right-of-way, including the 1,000 square foot area in question; and


WHEREAS, the portion of 14th Street right-of-way requested for the temporary private use is not being used for public municipal purposes; and

WHEREAS, William and Annette Lyttle wish to agree as to certain conditions and provisions under which a portion of the public right-of-way of 14th Street may be utilized by William and Annette Lyttle for landscaping uses.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:


That a license agreement with William and Annette Lyttle, substantially in the form attached hereto as Exhibit A, is approved. The Mayor is authorized to execute on behalf of the City of Golden.

Adopted this 12th day of July, 2007.



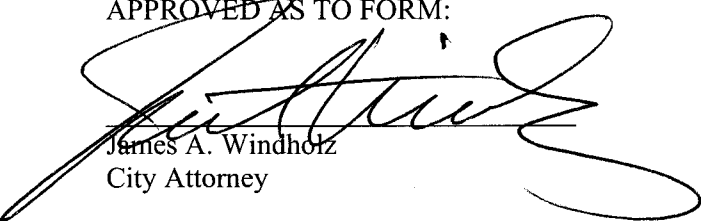
Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:



James A. Windholz
City Attorney

Resolution No. 1785
Page 2

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 12th day of July, A.D., 2007.

(SEAL)

ATTEST:



Susan M. Brooks, City Clerk of the City of
Golden, Colorado

EXHIBIT A

LICENSE AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 2007 by and between the City of Golden, Colorado, a municipal corporation organized under the laws of the State of Colorado (the "City"), with offices at 911 Tenth Street, Golden, Colorado 80401 and William and Annette Lyttle, whose address is 711 14th Street, Golden, Colorado 80401.

- A. William and Annette Lyttle are the owners of certain properties located at 711 14th Street and the City of Golden is the owner of the 14th Street right of way.
- B. William and Annette Lyttle desires to use a portion of the City right-of-way, which includes a landscaped area and soil retention improvements within the 14th Street right of way.
- C. The parties hereto wish to agree as to the nature, terms and conditions under which William and Annette Lyttle may construct improvement within the 14th Street right of way.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND WILLIAM AND ANNETTE LYTTLE AGREE AS FOLLOWS:

- 1. License. The City grants to William and Annette Lyttle a non-exclusive revocable license to maintain an open yard area and landscaping materials ("improvements") within the affected right of way area as shown in the attached Exhibit A.
- 2. Maintenance. William and Annette Lyttle, shall, at their expense, maintain the improvements in good condition including the landscape within the above described area.
- 3. General Obligations with Respect to Initial Construction and Maintenance Work.
 - a. All work performed by William and Annette Lyttle pursuant to this Agreement shall be done:
 - 1) In a good workmanlike manner; and
 - 2) In a timely and expeditious manner; and
 - 3) In a manner which minimizes inconveniences to the public and individuals; and
 - 4) In accordance with all applicable codes, rules and regulations of the City.
 - b. Inspection. All work performed by William and Annette Lyttle within the right-of-way shall be subject to inspection by the City. William and Annette Lyttle shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.
- 4. Indemnification and Release. William and Annette Lyttle shall hold harmless, indemnify and defend the City from and against all liabilities, damages and claims that result from the design, initial construction or maintenance of the improvements.
- 5. Compliance with laws. This Agreement relates only to permission to encroach onto a public right-of-way under the terms and conditions set forth. The execution of this license agreement shall not relieve William and Annette Lyttle from complying with any provision of

the Golden Municipal Code, including compliance with zoning ordinances, land use regulations, or building codes, nor shall this Agreement be construed as approval by the City to construct the improvements contemplated by William and Annette Lyttle to the extent that City approvals or permits are otherwise required by the Golden Municipal Code or statute. The execution of this license agreement, and the improvements constructed pursuant to this agreement, shall not relieve William and Annette Lyttle, or otherwise be construed as a release or waiver, with respect to any obligation of William and Annette Lyttle to not interfere with the subjacent lateral support of the City's right-of-way.

6. Police Power Reserved. The rights granted herein shall not limit or otherwise restrict the right of the City to exercise its police power with respect to its control of the right-of-way.
7. Termination. Either party may terminate this Agreement, with or without cause, by providing the other party with ninety (90) days written notice. Upon termination, and at the request of the City, William and Annette Lyttle shall remove at his expense all improvements located within the right-of-way pursuant to this Agreement if the City determines, in its sole discretion, that such improvements may, now or in the future, constitute a hazardous condition or otherwise interfere with a public use of the right-of-way. All property and improvements affected by such a removal shall be restored by William and Annette Lyttle to substantially its former condition after said removal.
8. Assignment. With the prior written permission of the City, such permission not to be unreasonably withheld, William and Annette Lyttle may assign any or all of his duties and responsibilities set forth in this Agreement.

CITY OF GOLDEN

WILLIAM AND ANNETTE LYTTLE

Chuck J. Baroch
Mayor

William and Annette Lyttle
owners

Date: _____

Date: _____

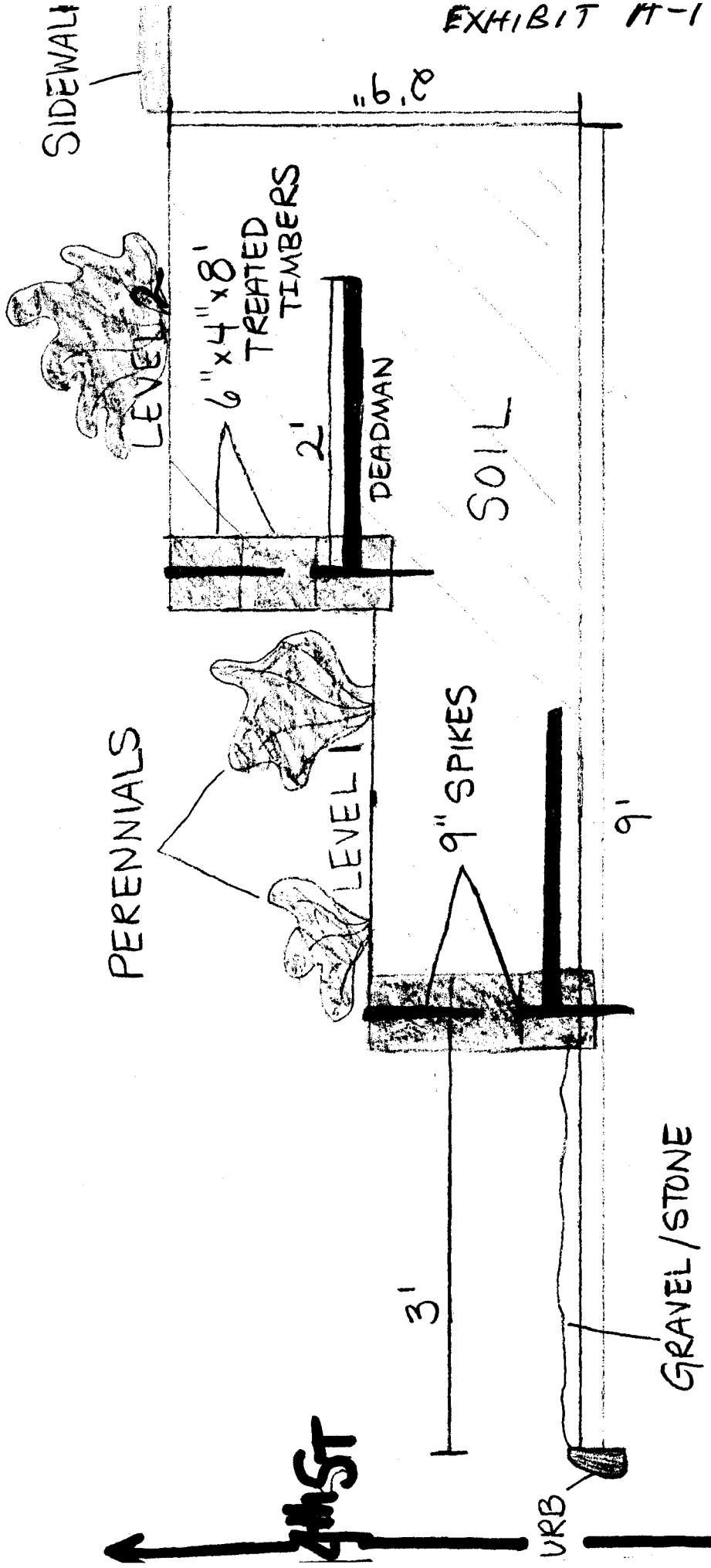
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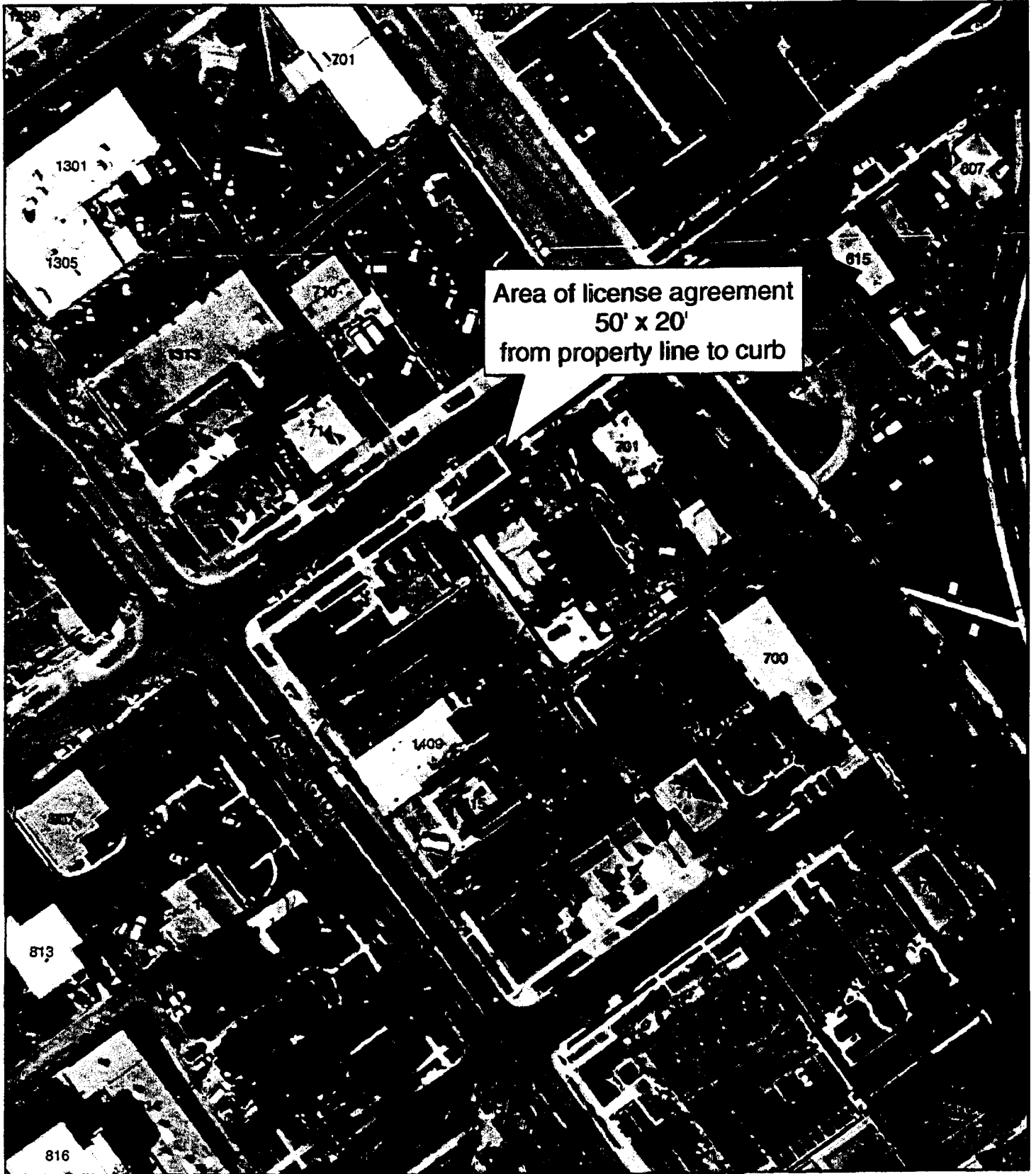
Susan M. Brooks, MMC
City Clerk

Date: _____

THE DOVE INN 711 14th St., Golden, CO

DRAWING 3
SIDE VIEW of PROPOSED RETAINING WALLS





Area of license agreement
 50' x 20'
 from property line to curb

Vicinity Map
 711 14th Street

Case: PC07-37
Location: 711 14th Street
Applicant: William & Annette Lytle
Action: ROW License Agreement



R \$21.00

D \$0.00

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08/13/2007 10:32:42 AM 4 Page(s)

Jefferson County, Colorado

Res. 1785

LICENSE AGREEMENT

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- C. The parties hereto wish to agree as to the nature, terms and conditions under which William and Annette Lyttle may construct improvement within the 14th Street right of way.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND WILLIAM AND ANNETTE LYTTLE AGREE AS FOLLOWS:

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2. Maintenance. William and Annette Lyttle, shall, at their expense, maintain the improvements in good condition including the landscape within the above described area.
3. General Obligations with Respect to Initial Construction and Maintenance Work.
 - a. All work performed by William and Annette Lyttle pursuant to this Agreement shall be done:
 - 1) In a good workmanlike manner; and
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 - 4) In accordance with all applicable codes, rules and regulations of the City.
 - b. Inspection. All work performed by William and Annette Lyttle within the right-of-way shall be subject to inspection by the City. William and Annette Lyttle shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.
4. Indemnification and Release. William and Annette Lyttle shall hold harmless, indemnify and defend the City from and against all liabilities, damages and claims that result from the design, initial construction or maintenance of the improvements.
5. Compliance with laws. This Agreement relates only to permission to encroach onto a public right-of-way under the terms and conditions set forth. The execution of this license agreement shall not relieve William and Annette Lyttle from complying with any provision of the Golden Municipal Code, including compliance with zoning ordinances, land use regulations, or building codes, nor shall this Agreement be construed as approval by the City

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PORTIONS OF THIS DOCUMENT ARE OF POOR QUALITY

RESCANNED DATE 8/14/07
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to construct the improvements contemplated by William and Annette Lyttle to the extent that City approvals or permits are otherwise required by the Golden Municipal Code or statute. The execution of this license agreement, and the improvements constructed pursuant to this agreement, shall not relieve William and Annette Lyttle, or otherwise be construed as a release or waiver, with respect to any obligation of William and Annette Lyttle to not interfere with the subjacent lateral support of the City's right-of-way.

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- 6. Police Power Reserved. The rights granted herein shall not limit or otherwise restrict the right of the City to exercise its police power with respect to its control of the right-of-way.
- 7. Termination. Either party may terminate this Agreement, with or without cause, by providing the other party with ninety (90) days written notice. Upon termination, and at the request of the City, William and Annette Lyttle shall remove at his expense all improvements located within the right-of-way pursuant to this Agreement if the City determines, in its sole discretion, that such improvements may, now or in the future, constitute a hazardous condition or otherwise interfere with a public use of the right-of-way. All property and improvements affected by such a removal shall be restored by William and Annette Lyttle to substantially its former condition after said removal.
- 8. Assignment. With the prior written permission of the City, such permission not to be unreasonably withheld, William and Annette Lyttle may assign any or all of his duties and responsibilities set forth in this Agreement.

CITY OF GOLDEN

WILLIAM AND ANNETTE LYTTLE

C. J. Baroch
 Chuck J. Baroch
 Mayor
 Date: 8/2/07

William and Annette Lyttle
 William and Annette Lyttle
 owners
 Date: 7/19/2007

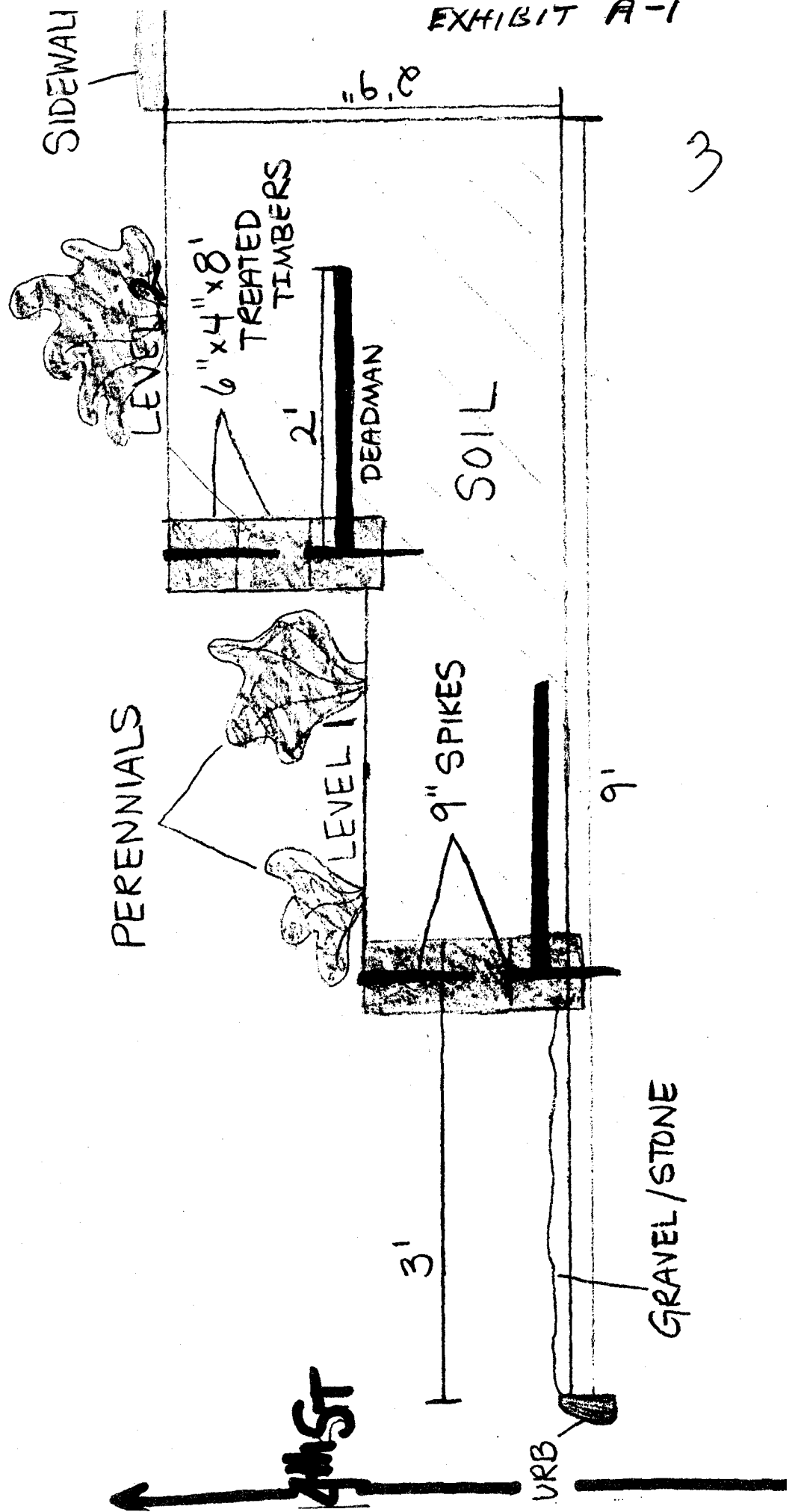
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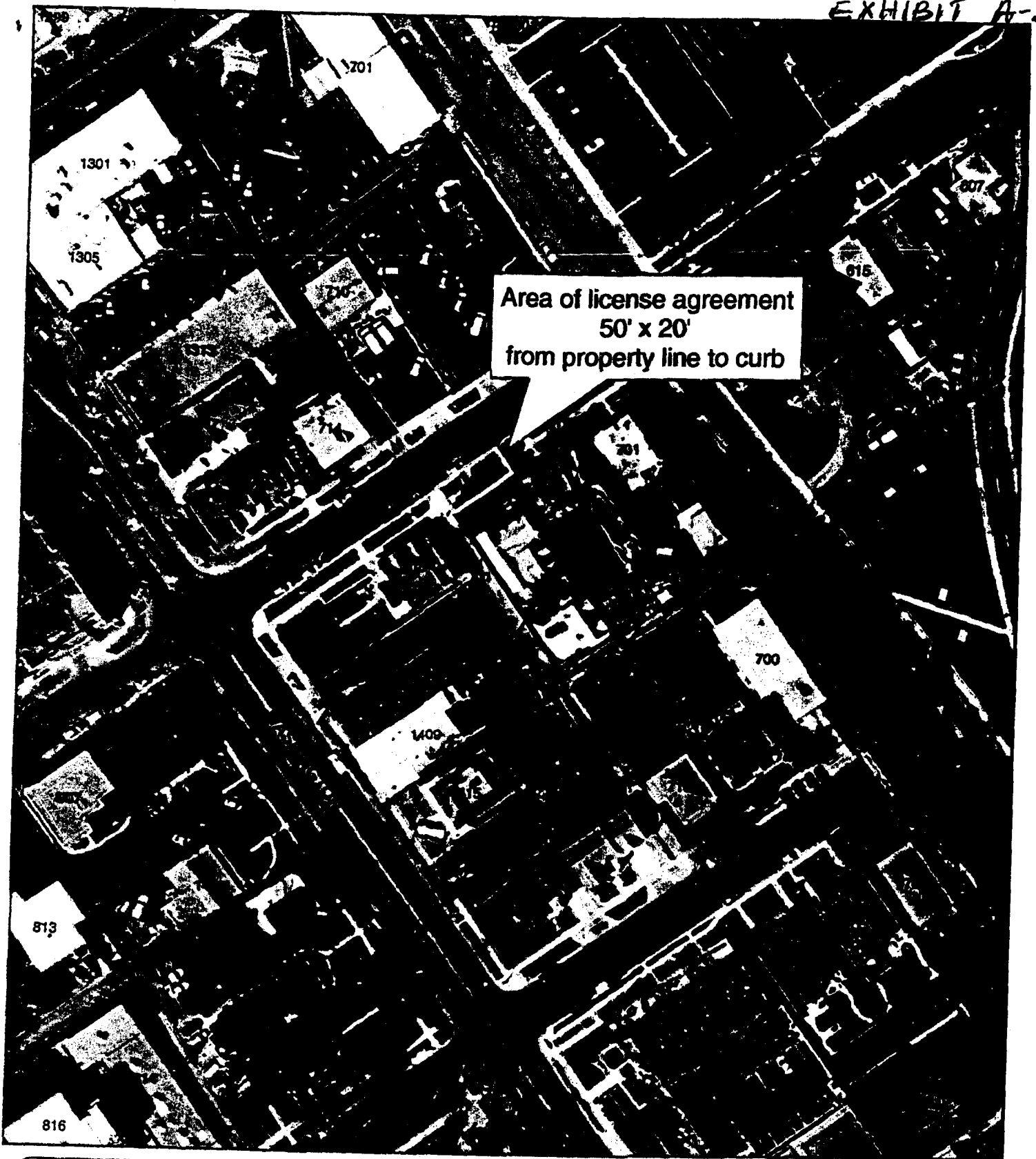
Susan M. Brooks
 Susan M. Brooks, MMC
 City Clerk

Date: 8/2/07

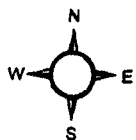
THE DOVE INN 711 14th St., Golden, CO

DRAWING 3
SIDE VIEW OF PROPOSED RETAINING WALLS

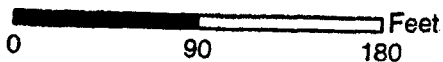




Area of license agreement
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 from property line to curb



Vicinity Map
 711 14th Street



Case: PC07-37

Location: 711 14th Street

Applicant: William & Annette Lytle

Action: ROW License Agreement

Res. 1795

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Jefferson County, Colorado

R \$21.00

D \$0.00

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"RECEIVED IN THIS CONDITION"


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CITY OF GOLDEN

WILLIAM AND ANNETTE LYTTLE

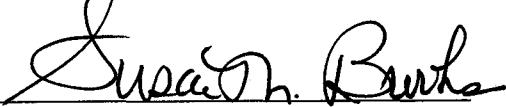


 Chuck J. Baroch
 Mayor
 Date: 8/2/07



 William and Annette Lyttle
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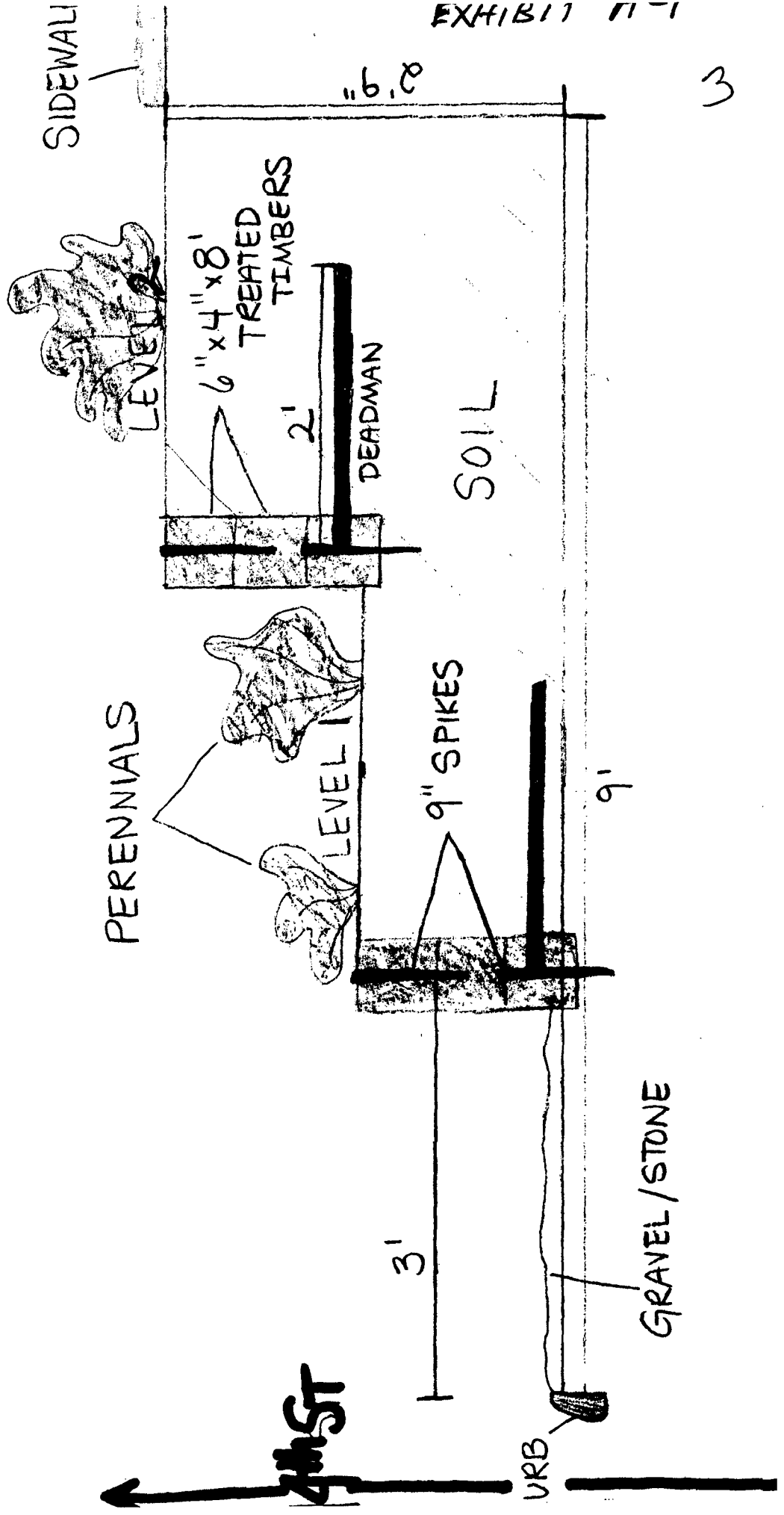
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 Susan M. Brooks, MMC
 City Clerk
 Date: 8/2/07

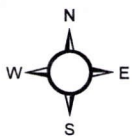
THE DOVE INN 711 14th St., Golden, CO

DRAWING 3
SIDE VIEW of PROPOSED RETAINING WALLS





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Vicinity Map
711 14th Street

0 90 180 Feet

Case: PC07-37
Location: 711 14th Street
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Action: ROW License Agreement