

RESOLUTION NO. 1747

A RESOLUTION OF THE GOLDEN CITY COUNCIL  
AUTHORIZING THE EXECUTION OF A LICENSE  
AGREEMENT WITH GOLDEN DEVELOPMENT LLC FOR USE  
OF EAST STREET RIGHT OF WAY AT 1611 EAST STREET

WHEREAS, Golden Development LLC, owner of 1611 East Street, has agreed to restore and preserve the historic East Street Barn, which structure is partially located upon the City right of way for East Street; and

WHEREAS, the City of Golden, Colorado is the owner of the East Street right of way; and

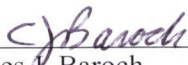
WHEREAS, the portion of East Street requested for continuation of the existing private use is not being used for public municipal purposes; and

WHEREAS, Golden Development, LLC wishes to agree as to certain conditions and provisions under which a portion of the public right-of-way of East Street may continue to be utilized for the historic East Street Barn structure.

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

The Mayor is authorized to execute on behalf of the City of Golden, a license agreement with Golden Development, LLC substantially in the form attached hereto as Exhibit A.

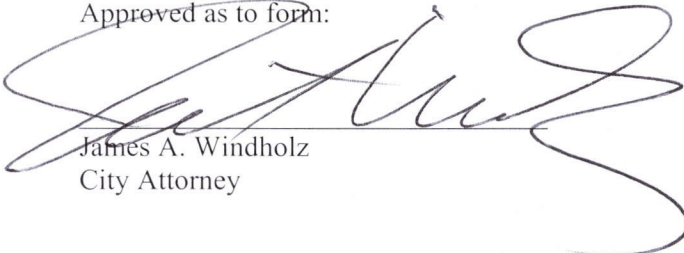
Adopted this 25th day of January, 2007.

  
\_\_\_\_\_  
Charles D. Baroch  
Mayor

ATTEST:

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

Approved as to form:

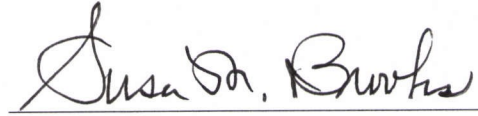
  
\_\_\_\_\_  
James A. Windholz  
City Attorney

Resolution No. 1747  
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 25th day of January, A.D., 2007.

(SEAL)

ATTEST:

A handwritten signature in cursive script that reads "Susan M. Brooks". The signature is written in black ink and is positioned above a horizontal line.

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

## 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 Golden Development, LLC, ("Owner") whose address is 3870 Tennyson Street, Denver, CO 80212.

- A. Golden Development, LLC is the owner of certain property located at 1611 East Street, more particularly described as Lot 3, Kinney's Addition Block J to Golden City Replat No.2, ("Lot 3") and the City of Golden is the owner of the East Street right of way.
- B. Owner desires to make certain improvements to his property, which includes restoration, preservation, and continued use of a historic barn structure, known as the East Street Barn, located partially within the East Street Right of Way, said restoration, preservation and continued use in conformance with the Deed of Conservation Easement in Gross dedicated by the owner and approved by the Golden City Council by Resolution 1729 dated December 7, 2006 (the "Conservation Easement").
- C. The parties hereto wish to agree as to the nature, terms and conditions under which the Owner may restore, preserve, and continue to use the existing improvements within the East Street right of way.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND GOLDEN DEVELOPMENT LLC AGREE AS FOLLOWS:

- 1. License. The City grants to Owner a non-exclusive revocable license to locate, construct and maintain the historic East Street Barn ("improvement") within the affected right of way area as show in the attached Exhibit A.
- 2. Construction. Plans for the restoration of the improvements shall be submitted to and approved by the City prior to commencement of construction activity. The design, construction and maintenance of the improvements shall be the sole responsibility of Owner.
- 3. Maintenance. Owner shall, at his expense, maintain the improvements in good condition including the landscape within the above described area.
- 4. General Obligations with Respect to Restoration, Preservation, and Maintenance Work.
  - a. All work performed by Owner 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 Owner within the right-of-way shall be subject to inspection by the City. Owner shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.

CITY OF GOLDEN

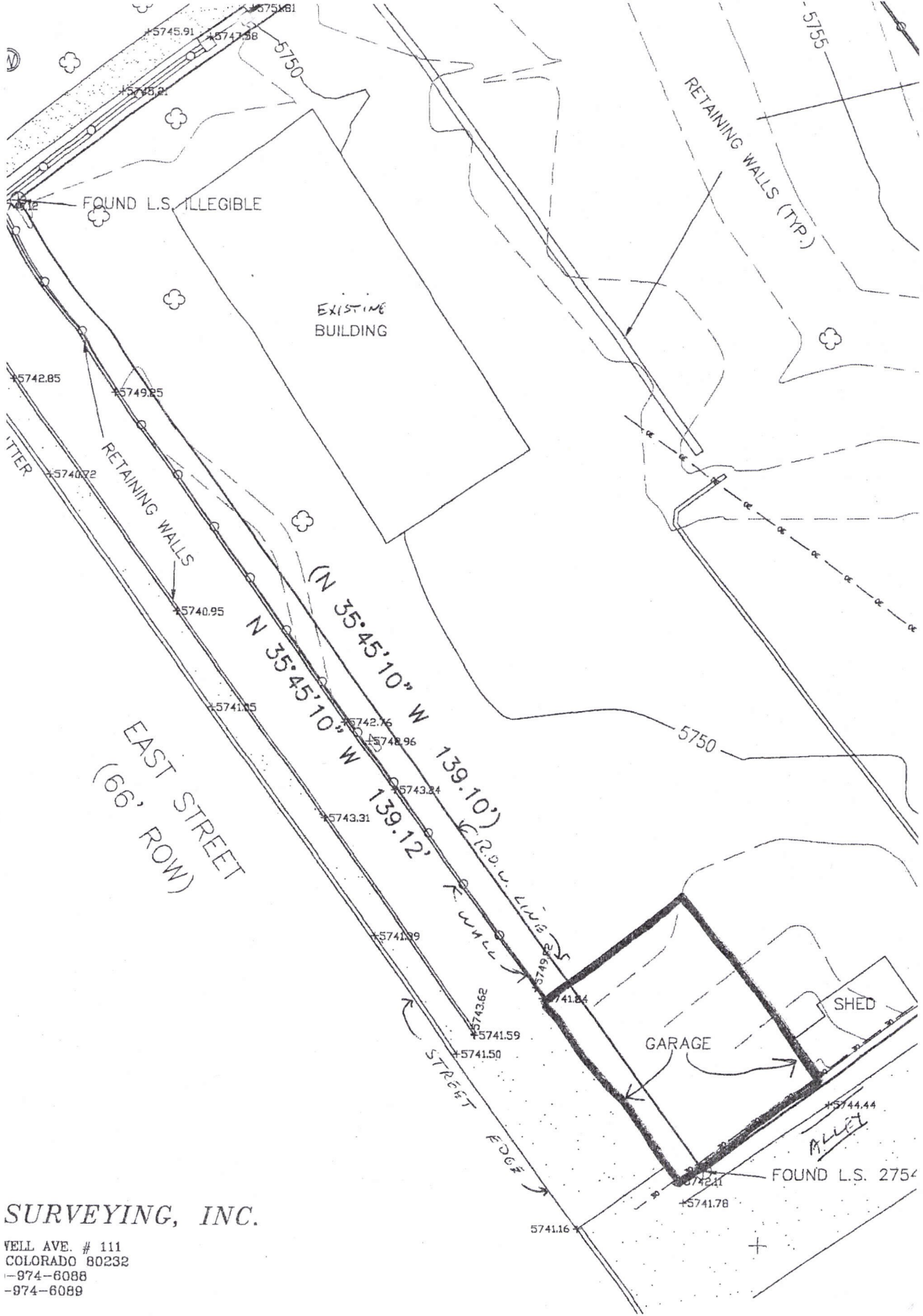
Golden Development LLC

\_\_\_\_\_  
Chuck J. Baroch  
Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Tommy N. Rich  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Susan M. Brooks, MMC  
City Clerk  
Date: \_\_\_\_\_



**SURVEYING, INC.**

VELL AVE. # 111  
 COLORADO 80232  
 -974-6088  
 -974-6089

*ALLET*

FOUND L.S. 2754

LICENSE AGREEMENT

THIS AGREEMENT is entered into the 25<sup>th</sup> day of January, 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 Golden Development, LLC, ("Owner") whose address is 3870 Tennyson Street, Denver, CO 80212.

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  - b. Inspection. All work performed by Owner within the right-of-way shall be subject to inspection by the City. Owner shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.

5. Indemnification and Release. Owner 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.
6. 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 Owner 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 Owner 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 Owner, or otherwise be construed as a release or waiver, with respect to any obligation of Owner to not interfere with the subjacent lateral support of the City's right-of-way.
7. 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.
8. Termination. It is intended by the Parties that this Agreement shall remain in effect so long as the historic East Street Barn remains on the property and is in full compliance with the Conservation Easement. The Agreement shall automatically terminate if the historic East Street Barn is demolished or otherwise altered such that it no longer encroaches within the East Street right of way or fulfills the purposes of the Conservation Easement, as determined by the City. Notwithstanding the foregoing, the City may terminate this agreement with or without cause pursuant to the following process, unless the preservation of the City's health, safety and welfare requires immediate termination :
  - a. The City will first notify the Golden Historic Preservation Board of the desire to terminate the agreement and utilize the affected portion of the right of way. Said notice will occur 180 days prior to the intended termination of this Agreement. The Historic Preservation Board may hold a public hearing to gather information on the proposal and will forward a recommendation to City Council.
  - b. City Council will hold a public hearing to evaluate the impacts to the historic structure of the termination of the Agreement. In order to terminate the Agreement, City Council must consider whether the City's need to utilize the affected right of way is greater than the community benefit associated with the continued use and existence of the historic East Street Barn.
  - c. If the City Council determines that the City's need to utilize the right of way necessitates the termination of this Agreement, the Owner will be provided at least ninety (90) days notice to remove all improvements located within the right-of-way pursuant to this Agreement.
  - d. Such termination of this Agreement shall be grounds for termination of the Conservation Easement Agreement.
9. This license granted by this agreement shall be appurtenant to Lot 3 and shall be binding upon, and for the benefit of the subsequent owners of such lot.

CITY OF GOLDEN

Golden Development LLC

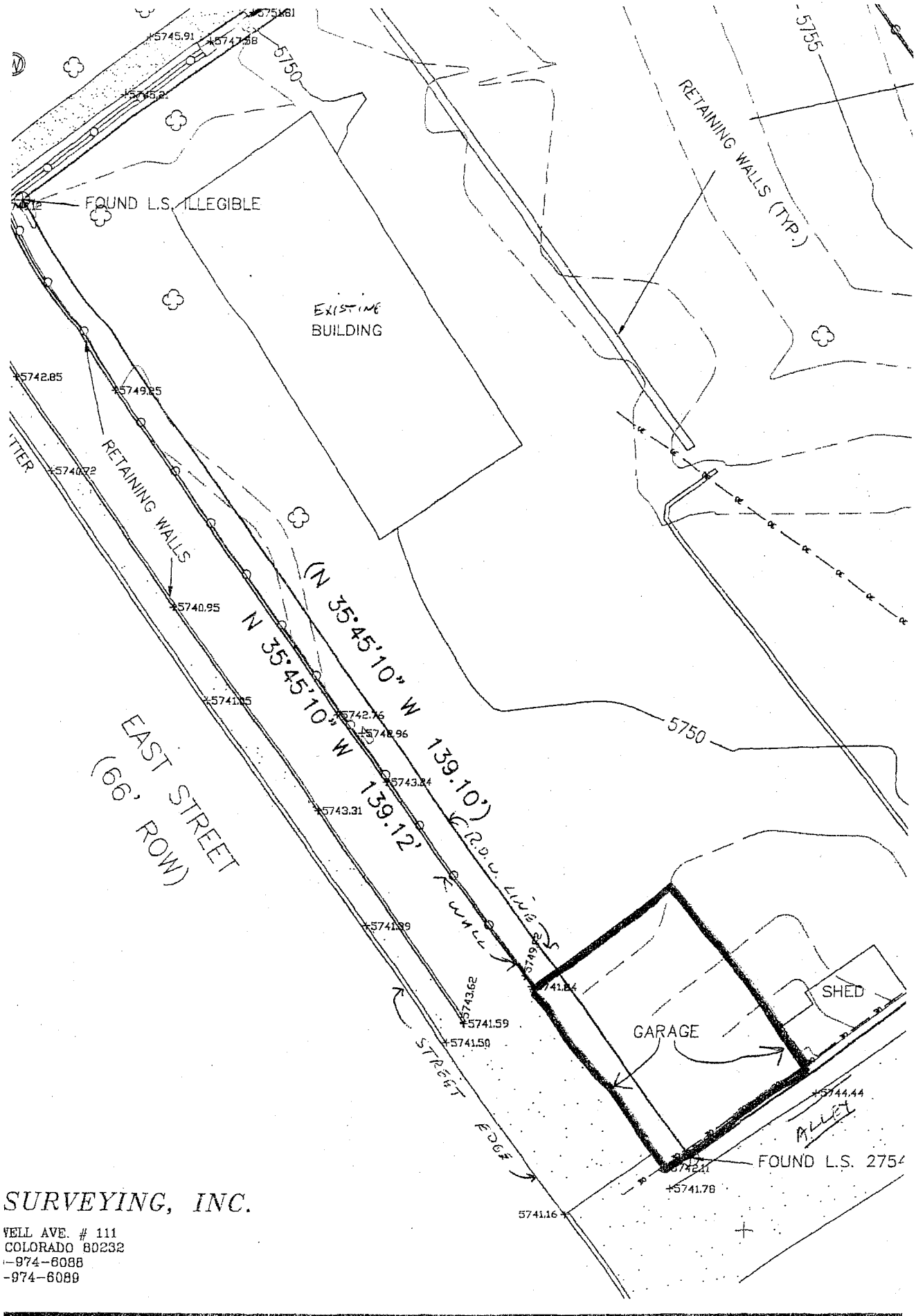
C. J. Baroch  
Chuck J. Baroch  
Mayor  
Date: 2/1/07

Tommy N. Rich  
By: Tommy N. Rich  
Date: 1-20-07

ATTEST:

Susan M. Brooks  
Susan M. Brooks, MMC  
City Clerk  
Date: 2/1/07





FOUND L.S. ILLEGIBLE

EXISTING BUILDING

RETAINING WALLS (TYP.)

EAST STREET  
(66' ROW)

(N 35°45'10" W 139.10')  
(N 35°45'10" W 139.12')

GARAGE  
SHED

FOUND L.S. 2754

**SURVEYING, INC.**

VELL AVE. # 111  
COLORADO 80232  
-974-6088  
-974-6089



R \$21.00

D \$0.00

2007093820

AGR

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Jefferson County, Colorado

Res. 1747

1-4

2/1/00  
AB

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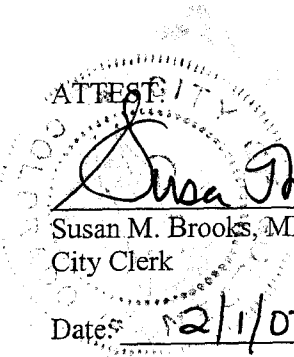
CITY OF GOLDEN

Golden Development LLC

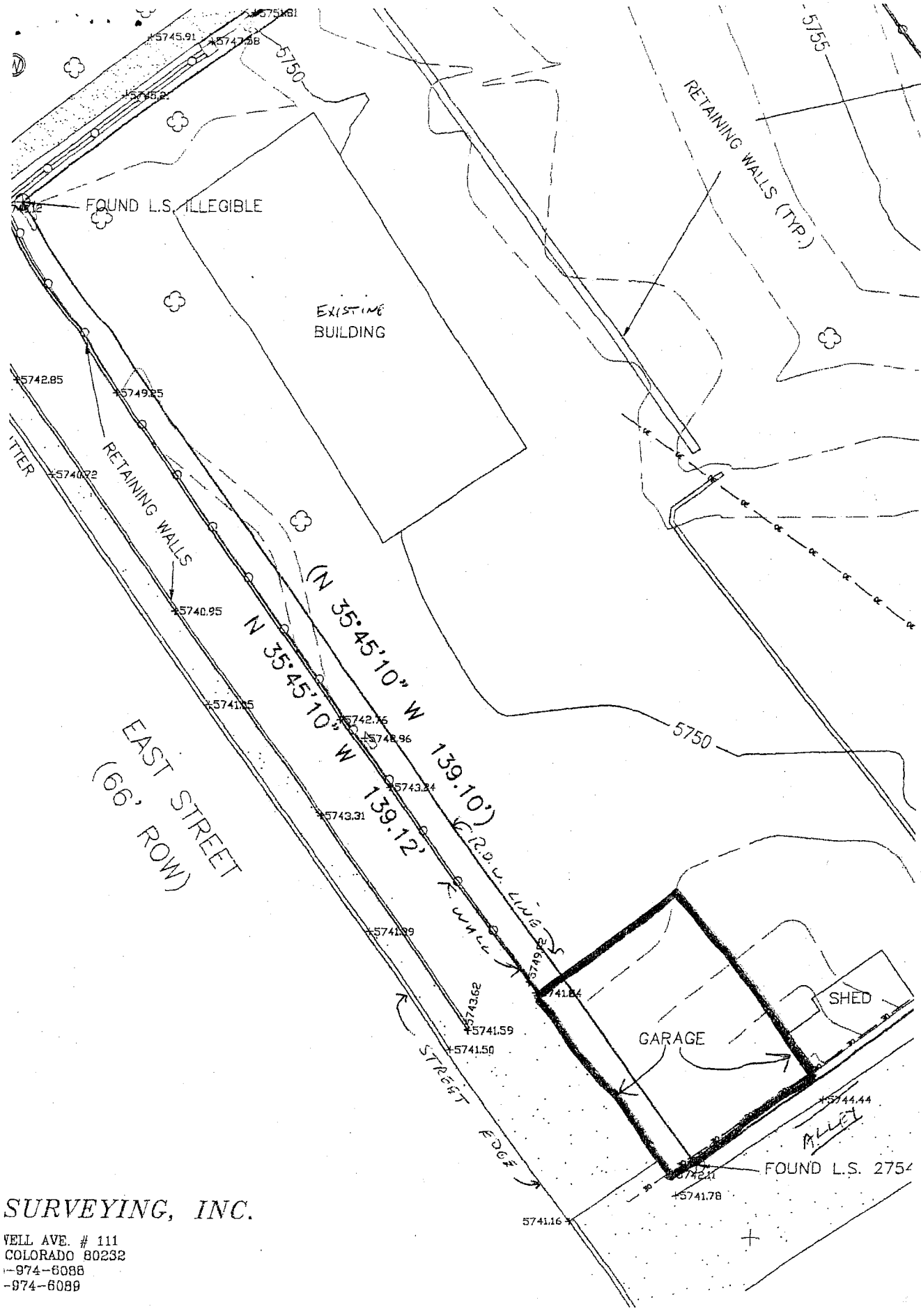
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CJ Baroch  
Chuck J. Baroch  
Mayor  
Date: 2/1/07

Tommy N. Rich  
By: Tommy N. Rich  
Date: 1-20-07

 ATTEST  
Susan M. Brooks  
Susan M. Brooks, MMC  
City Clerk  
Date: 2/1/07

4



**SURVEYING, INC.**

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