

RESOLUTION NO. 1873

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE EXECUTION OF A LICENSE
AGREEMENT WITH MICHAEL GONZALES, WHOSE
ADDRESS IS 522 WASHINGTON AVENUE, GOLDEN,
COLORADO, 80401, REGARDING A FENCE IN CITY
PROPERTY**

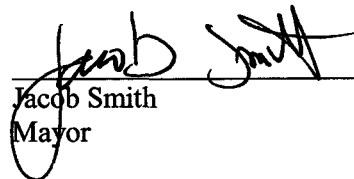
WHEREAS, Michael Gonzales is proposing to construct and maintain a fence in City Property, generally located south of the south property line of 522 Washington Avenue, in the northerly portion of the 6th Street right of way west of Washington Avenue; and

WHEREAS, the City of Golden and Michael Gonzales desire to agree to certain conditions and provisions under which a portion of the City Property may be utilized by Michael Gonzales for the construction of the fence.

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

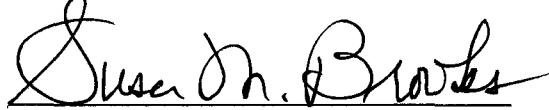
Section 1. The Golden City Council hereby approves a revocable license agreement with Michael Gonzales, substantially in the form attached hereto as Exhibit A. The Mayor is authorized to execute on behalf of the City of Golden, and the City Clerk to record such license agreement with the Jefferson County Clerk and Recorder.

Adopted this 12th day of June, 2008.



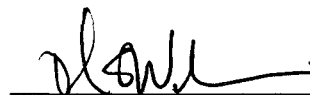
Jacob Smith
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:



David S. Williamson
City Attorney

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 business meeting thereof held on the 12th day of June, A.D., 2008.



ATTEST:

A handwritten signature in cursive script, reading "Susan M. Brooks", written over a horizontal line.

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



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AGR

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09/17/2008 11:38:56 AM 3 Page(s)
Jefferson County, Colorado

LICENSE AGREEMENT

THIS AGREEMENT is entered into this 12 day of June, 2008 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, and Michael Gonzales, whose address is 522 Washington Avenue, Golden, Colorado 80401.

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A. Michael Gonzales is the owner of 522 Washington Avenue and the City of Golden is the owner of the 6th Street right-of-way (City Property), which is adjacent to the south property line of 522 Washington Avenue, just west of Washington Avenue.

B. Michael Gonzales desires to make certain improvements to his property, which include the construction of a split rail fence in the City Property.

C. The parties hereto wish to agree as to the nature, terms and conditions under which Michael Gonzales may construct improvements within the City Property.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND MICHAEL GONZALES AGREE AS FOLLOWS:

1. License. The City grants to Michael Gonzales a non-exclusive revocable license to locate, construct and maintain a fence within the affected City Property described as follows:

a. Commencing at a point along the northerly side of the 6th Street right-of-way 72 feet southwest of the southeast corner of Lot 2, Barbers 1st and 3rd Additions, Lots 1 & 2, Block 9 Minor Replat, thence from the point of beginning southeast a distance of 9 feet to a point in the 6th Street right-of-way, thence southwest a distance of 58 feet to a point in the 6th Street right-of-way, thence west a distance of 12 feet to the southwest corner of Lot 2, thence northeasterly along the south property line of Lot 2 a distance of 68 feet to the point of beginning, containing approximately 570 square feet, as shown on Exhibit 1 to this license.

2. Construction. Plans for the construction of the improvements shall be submitted to and approved by the City. The design, construction and maintenance of the improvements shall be the sole responsibility of Michael Gonzales.

3. Maintenance. Michael Gonzales shall, at his expense, maintain the improvements and landscaping in association with the fence within the above described area.

4. General Obligations with Respect to Initial Construction and Maintenance Work.

- a. All work performed by Michael Gonzales 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 Michael Gonzales within the City Property shall be subject to inspection by the City. The contractor performing the work shall apply for a building permit prior to starting the work. Michael Gonzales shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.

5. Indemnification and Release. Michael Gonzales 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 property under the terms and conditions set forth. The execution of this license agreement shall not relieve Michael Gonzales from complying with provision of the Golden Municipal Code, including compliance with zoning ordinances and subdivision regulations, when otherwise required, nor shall this Agreement be construed as approval by the City to construct the improvements contemplated by Michael Gonzales 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 Michael Gonzales, or otherwise be construed as a release or waiver, with respect to any obligation of Michael Gonzales to not interfere with the subjacent lateral support of the City Property.

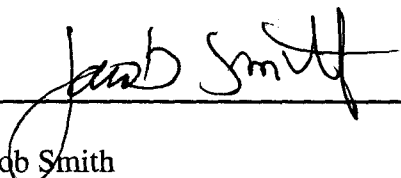
7. Police Power Reserved. The rights granted herein shall not limit or otherwise restrict the right of the City to exercise its police power with respect to its control of the City Property.

8. Termination. Either party may terminate this Agreement, with or without cause, by providing the other party with 90 days written notice. Upon termination, and at the request of the City, Michael Gonzales shall remove at his expense all improvements located within the City Property, 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 City Property. All property and improvements affected by such a removal shall be restored by Michael Gonzales to substantially its former condition after said removal.


9. Assignment. With the prior written permission of the City, such permission not to be unreasonably withheld, Michael Gonzales may assign any or all of his duties and responsibilities set forth in this Agreement.

CITY OF GOLDEN

MICHAEL GONZALES. 3



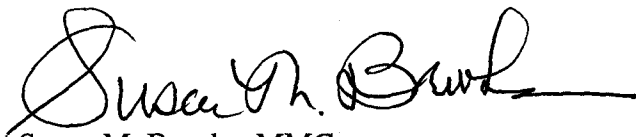
Jacob Smith
Mayor



Michael Gonzales, Owner

Date:

ATTEST: 9/11/08



Susan M. Brooks, MMC
City Clerk

Date: 9/11/08



Return to:
City Clerk
971 10th St.
Golden, CO 80401