

RESOLUTION NO. 1561

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN
AUTHORIZING A LICENSE AGREEMENT WITH EPI-CENTER, LLC

WHEREAS, the Epi-Center LLC, owner of Lot 3A Coors Technology Center Filing No.14 Replat B is proposing to construct a retaining wall adjacent to City owned open space land, which retaining wall includes the installation of below ground geo fabric to stabilize the area retained by the wall; and

WHEREAS, the City of Golden and Epi-Center LLC desire to agree to certain conditions and provisions under which a portion of city property may be utilized for the underground installation of such geo fabric.

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

The Golden City Council hereby approves a License Agreement with Epi-Center LLC, substantially in the form attached hereto as Exhibit 1. The Mayor is authorized to execute the Agreement on behalf of the City, and the City Clerk to record such license Jefferson County Clerk and Recorder.

Adopted the 14th day of April, 2005.




Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:

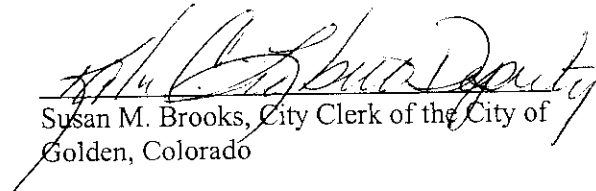


James A. Windholz
City Attorney

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 regular meeting thereof held on the 14th day of April, A.D., 2005.

(SEAL)

ATTEST:



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

LICENSE AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 200__ 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 EPI-CENTER, LLC ("Epi-Center"), whose address is 500 Corporate Circle, Suite L, Golden, Colorado.

A. Epi-Center is the owner of 16371 Table Mountain Parkway in the City of Golden, also known as Lot 3A, Coors Tech Center Filing No. 14 Replat B, and more particularly described in Exhibit A attached hereto and generally referenced as "the Epilog property."

B. Epi-Center desires to make certain improvements to its property, which include a geo-synthetic fabric reinforcement system to support a mechanically stabilized earth (MSE) retaining wall to be constructed along a portion of the westerly lot line of the Epilog property. The geo-synthetic fabric reinforcement system would need to be placed within and under a portion of Tract G, Coors Technology Center Replat A, which is open space land owned by the City, adjacent to the Epilog property. The area of encroachment into City open space land is shown more particularly in Exhibit A. Typical plans for the improvements are shown more particularly on Exhibit B.

C. The parties hereto wish to agree as to the nature, terms and conditions under which Epi-Center may construct improvements within the City open space land.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND EPI-CENTER, LLC AGREE AS FOLLOWS:

1. License. The City grants to Epi-Center a non-exclusive revocable license to locate, construct and maintain within the affected open space land the improvements shown on Exhibit B.
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 Epi-Center.
3. Maintenance. Epi-Center shall, at its expense, maintain the improvements in good condition.
4. General Obligations with Respect to Initial Construction and Maintenance Work.
 - a. All work performed by Epi-Center 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 Epi-Center within the open space land shall be subject to inspection by the City. Epi-Center shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.
5. Indemnification and Release. Epi-Center shall indemnify, defend and save harmless the City against any and all liabilities, damages and claims which result from the design, construction or maintenance of the improvements in the open space land.

6. Compliance with laws. This Agreement relates only to permission to encroach onto City open space land under the terms and conditions set forth. The execution of this license agreement shall not relieve Epi-Center from complying with 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 Epi-Center to the extent that City approvals or permits are otherwise required by the Golden Municipal Code or statute.

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 open space land.

8. Termination. Either party may terminate this Agreement, with or without cause, by providing the other party with 180 days written notice. Upon termination, and at the request of the City, Epi-Center shall remove at its expense all improvements located within the open space land 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 open space land. All property and improvements affected by such a removal shall be restored by Epi-Center 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, Epi-Center may assign any or all of its duties and responsibilities set forth in this Agreement.

CITY OF GOLDEN

EPI-CENTER, LLC

Charles J. Baroch
Mayor

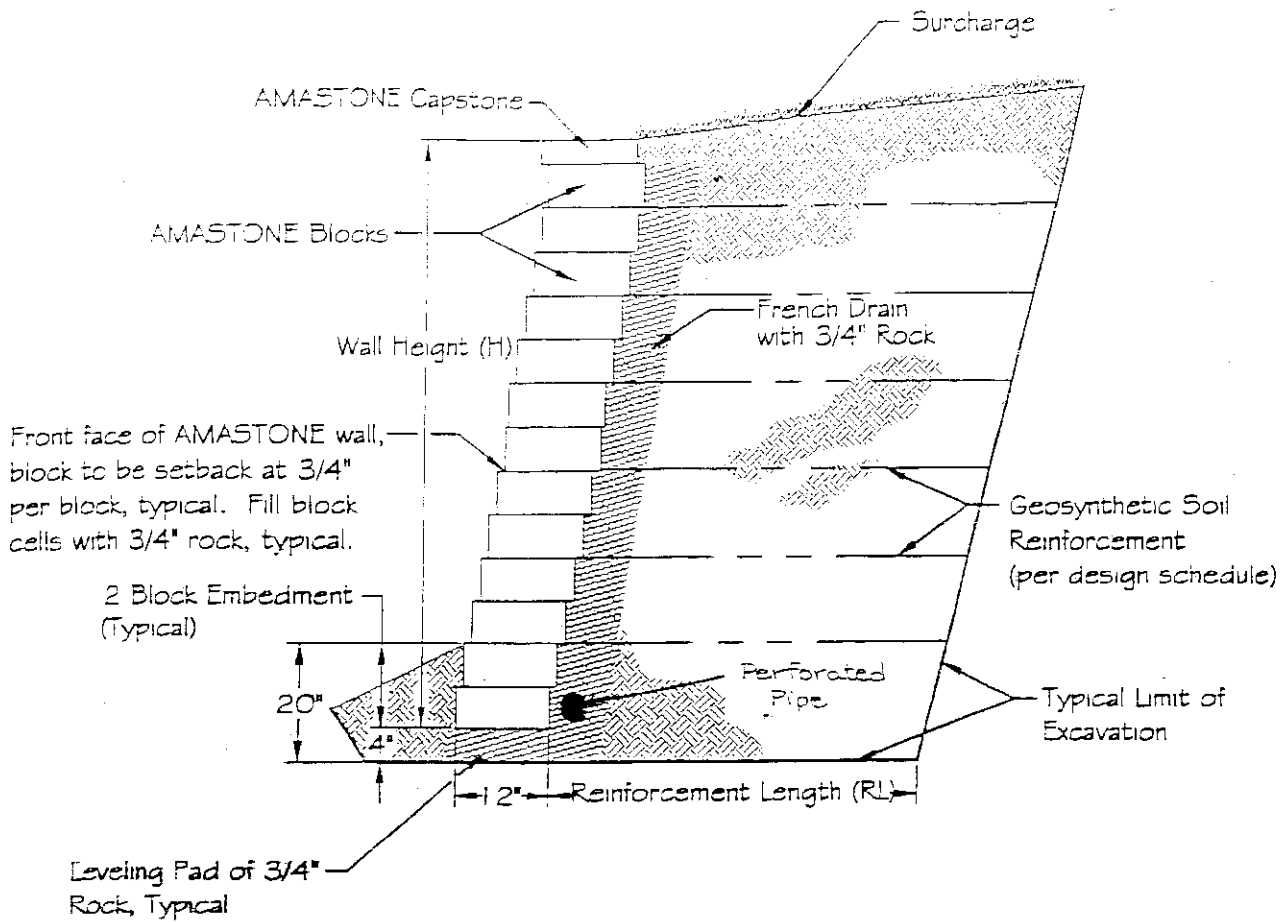
By: _____
Capacity: _____

ATTEST:

Susan M. Brooks, MMC
City Clerk

Date: _____

Exhibit B



TYPICAL CROSS SECTION

Not to Scale

ESTIMATION TABLE FOR SOIL REINFORCEMENT LENGTH

WALL HEIGHT (H)		0-4'	6.0'	8.0'	10.0'	12.0'
		(RL)	(RL)	(RL)	(RL)	(RL)
SURCHARGE	Level - No Slope	4.0'	4.0'	5.5'	7.0'	8.5'
	3:1 Slope	4.0'	4.5'	6.0'	7.5'	9.0'
	2:1 Slope	4.0'	4.5'	6.5'	8.0'	9.5'
	Traffic Surcharge	4.0'	4.5'	6.5'	8.0'	9.5'

Reinforcement lengths are for estimating purposes only and do not constitute a Structural Stability Analysis or a complete wall design. If your project requires a stability analysis, final design must be completed by a professional engineer.

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DETAILS

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