

RESOLUTION NO. 1870

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE EXECUTION OF A LICENSE
AGREEMENT WITH MIE PROPERTIES, INC. REGARDING A
MONUMENT SIGN IN CITY PROPERTY**

WHEREAS, MIE Properties, Inc. is proposing to construct and maintain a monument sign in City Property, generally located in the center landscape median of Corporate Drive at its intersection with West Colfax Avenue; and

WHEREAS, the City of Golden and MIE Properties, Inc. desire to agree to certain conditions and provisions under which a portion of the City Property may be utilized by MIE Properties, Inc. for the construction of the monument sign.

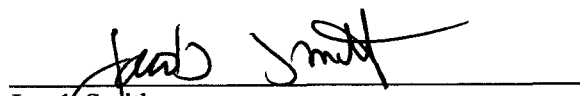
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. The Golden City Council hereby approves a revocable license agreement with MIE Properties, Inc., 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 10th day of July, 2008.





Susan M. Brooks, MMC
City Clerk



Jacob Smith
Mayor

APPROVED AS TO FORM:

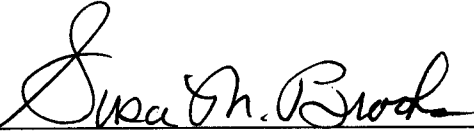


David S. Williamson
City Attorney

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 regular business meeting thereof held on the 10th day of July, A.D., 2008.



ATTEST:



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



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D \$0.00
AGR

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Jefferson County, Colorado

LICENSE AGREEMENT

THIS AGREEMENT is entered into this 10th day of July, 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 MIE PROPERTIES, INC., whose address is 420 Corporate Circle, Suite A, Golden, Colorado 80401.

A. MIE Properties, Inc. is the owner of Corporate Center Subdivision common open space properties and the City of Golden is the owner of the Corporate Drive right of way (City Property), which provides primary entry into the Subdivision from West Colfax Avenue.

B. MIE Properties, Inc. desires to make certain improvements to the Corporate Center Subdivision entryway, which includes the construction of a monument sign in the center landscape median of the City Property.

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

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND MIE PROPERTIES, INC. AGREE AS FOLLOWS:

1. License. The City grants to MIE Properties, Inc. a non-exclusive revocable license to locate, construct and maintain a monument sign within the affected City Property described as follows:
 - a. The northerly portion of the existing center median of Corporate Drive located immediately south of West Colfax Avenue, and extending approximately 25 feet southward, 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 MIE Properties, Inc.
3. Maintenance. MIE Properties, Inc. shall, at its expense, maintain the improvements and landscaping in association with the monument sign within the above described area.
4. General Obligations with Respect to Initial Construction and Maintenance Work.
 - a. All work performed by MIE Properties, Inc. pursuant to this Agreement shall be done:
 - 1) In a good workmanlike manner, and
 - 2) In a timely and expeditious manner, and

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- 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 MIE Properties, Inc. 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. MIE Properties, Inc. shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.

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5. Indemnification and Release. MIE Properties, Inc. 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 MIE Properties, Inc. 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 MIE Properties, Inc. 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 MIE Properties, Inc., or otherwise be construed as a release or waiver, with respect to any obligation of MIE Properties, Inc. 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, MIE Properties, Inc. shall remove at its 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 MIE Properties, Inc. 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, MIE Properties, Inc. may assign any or all of its duties and responsibilities set forth in this Agreement.

CITY OF GOLDEN

MIE PROPERTIES, INC.

Jacob Smith

Jacob Smith
Mayor

Date: 9/11/08

ATTEST:

Susan M. Brooks

Susan M. Brooks, MMC
City Clerk

Date: 9/11/08



Steven W. Rasmussen 3

Steven W. Rasmussen
General Manager

10/10/21

Return to:
City Clerk
911 10th St.
Golden, CO 80401