

**RESOLUTION NO. 1668**

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
AUTHORIZING THE EXECUTION OF A LICENSE  
AGREEMENT WITH GOOD VENTURE FOR USE OF WEST 5<sup>TH</sup>  
AVENUE RIGHT OF WAY EAST OF I-70**

WHEREAS, Good Venture, LLC, owner of 16027 W. 5<sup>th</sup> Avenue has requested approval for construction of an access gate in the barricade at the west end of West 5<sup>th</sup> Avenue west of Orchard Street, as well as physical access to an unimproved portion of the West 5<sup>th</sup> Avenue right of way; and

WHEREAS, the City of Golden, Colorado is the owner of the West 5<sup>th</sup> Avenue right-of-way; and


WHEREAS, the portion of West 5<sup>th</sup> Avenue right-of-way requested for the temporary private use is not being used for public municipal purposes; and

WHEREAS, Good Venture, LLC wishes to agree as to certain conditions and provisions under which a portion of the public right-of-way of West 5<sup>th</sup> Avenue may be utilized for access to maintain a sign on a property abutting the south side of the West 5<sup>th</sup> Avenue right of way.

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 Good Venture, LLC substantially in the form attached hereto as Exhibit A.

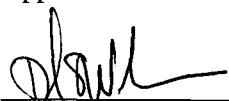
Adopted this 27<sup>th</sup> day of April, 2006.

  
\_\_\_\_\_  
Charles J. Baroch  
Mayor

ATTEST:

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

Approved as to form:

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

Resolution No. 1668

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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 27<sup>th</sup> day of April, A.D., 2006.

(SEAL)

ATTEST:

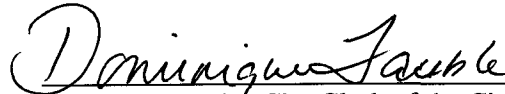
  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

EXHIBIT A

LICENSE AGREEMENT

THIS AGREEMENT is entered into the \_\_\_\_ day of April 2006 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 Good Venture, LLC whose address is 15865 West 5<sup>th</sup> Avenue, Golden, Colorado 80401.

- A. Good Venture, LLC is the owner of certain property located at 16027 West 5<sup>th</sup> Avenue, and the City of Golden is the owner of the West 5<sup>th</sup> Avenue right of way.
- B. Good Venture, LLC desires to make certain improvements, which includes construction of a new access gate within the barricade at the current terminus of West 5<sup>th</sup> Avenue east of I-70, and further wishes to exercise access over and across said unimproved portion of the West 5<sup>th</sup> Avenue right of way.
- C. The parties hereto wish to agree as to the nature, terms and conditions under which Good Venture may utilize this unimproved portion of the West 5<sup>th</sup> Avenue right of way.

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

- 1. License. The City grants to Good Venture, LLC a non-exclusive revocable license to locate, construct and maintain an access gate ("improvement") within the affected right of way area.
- 2. Construction. Plans for the construction of the improvements shall be submitted to and approved by the City prior to commencement of construction. The design, construction and maintenance of the improvements shall be the sole responsibility of Good Venture, LLC.
- 3. Maintenance. Good Venture, LLC shall, at his expense, maintain the improvements in good condition including the landscape within the above described area.
- 4. General Obligations with Respect to Initial Construction and Maintenance Work.
  - a. All work performed by Good Venture, LLC 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 Good Venture, LLC within the right-of-way shall be subject to inspection by the City. Good Venture, LLC shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.
- 5. Indemnification and Release. Good Venture, LLC 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 Good Venture, LLC 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 Good Venture, LLC 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 Good Venture, LLC, or otherwise be construed as a release or waiver, with respect to any obligation of Good Venture, LLC 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. Either party may terminate this Agreement, with or without cause, by providing the other party with sixty (60) days written notice. Upon termination, and at the request of the City, Good Venture, LLC 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 Good Venture, LLC 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, Good Venture, LLC may assign any or all of his duties and responsibilities set forth in this Agreement.

CITY OF GOLDEN

GOOD VENTURE, LLC

\_\_\_\_\_  
Chuck J. Baroch  
Mayor

\_\_\_\_\_  
Good Venture, LLC  
owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

## LICENSE AGREEMENT

THIS AGREEMENT is entered into the 27<sup>th</sup> day of April 2006 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 Good Venture, LLC whose address is 15865 West 5<sup>th</sup> Avenue, Golden, Colorado 80401.

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- B. Good Venture, LLC desires to make certain improvements, which includes construction of a new access gate within the barricade at the current terminus of West 5<sup>th</sup> Avenue east of I-70, and further wishes to exercise access over and across said unimproved portion of the West 5<sup>th</sup> Avenue right of way, hereafter "Licensed right of way".
- C. The parties hereto wish to agree as to the nature, terms and conditions under which Good Venture may utilize this unimproved portion of the West 5<sup>th</sup> Avenue right of way.

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

1. License. The City grants to Good Venture, LLC a non-exclusive revocable license to locate, construct and maintain an access gate ("improvement") within the affected right of way area, to provide access to Good Venture, LLC, over the Licensed right of way.
2. Construction. Plans for the construction of the improvements shall be submitted to and approved by the City prior to commencement of construction, and shall include provisions to permit access by City personnel, emergency personnel, and other parties authorized by the City to utilize such gates. The design, construction and maintenance of the improvements shall be the sole responsibility of Good Venture, LLC.
3. Maintenance. Good Venture, LLC shall, at his expense, maintain the improvements in good condition including the landscape within the Licensed right of way.
4. General Obligations with Respect to Initial Construction and Maintenance Work.
  - a. All work performed by Good Venture, LLC 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 Good Venture, LLC within the right-of-way shall be subject to inspection by the City. Good Venture, LLC shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.
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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 Licensed right-of-way.
8. Termination. Either party may terminate this Agreement, with or without cause, by providing the other party with sixty (60) days written notice. Upon termination, and at the request of the City, Good Venture, LLC 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 Good Venture, LLC to substantially its former condition after said removal.
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CITY OF GOLDEN

CJ Baroch  
Chuck J. Baroch  
Mayor

Date: 5/9/2008

GOOD VENTURE, LLC

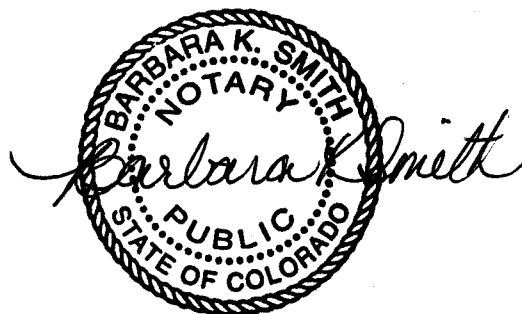
[Signature]  
Good Venture, LLC  
owner/partner

Date: 5-2-06  
Mitzi Wineland

ATTEST:

Dominique Sandoz, Deputy  
Susan M. Brooks, MMC  
City Clerk

Date: 5/9/2008



My Commission Expires 04/19/2009  
County of Jefferson