

**RESOLUTION NO. 1599**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GOLDEN AUTHORIZING AN AGREEMENT WITH JOHN REED  
AND JENNIE LEE HILL REGARDING PROPERTY AT 2200  
JACKSON STREET**

WHEREAS, John Reed and Jennie Lee Hill applied for a rezoning for property in Golden located at 2200 Jackson Street; and


WHEREAS, the City of Golden City Council adopted Ordinance No. 1705 on August 25, 2005 approving the rezoning of 2200 Jackson Street, subject to the execution of an agreement acceptable to City Council regarding the preservation of one or more of the historic stone structures on the site; and

WHEREAS, John Reed and Jennie Lee Hill have submitted a proposed agreement to City Council to preserve a structure known as the "Caretaker's Cabin", which agreement is intended by John Reed and Jennie Lee Hill to satisfy the condition of approval of Ordinance No. 1705.

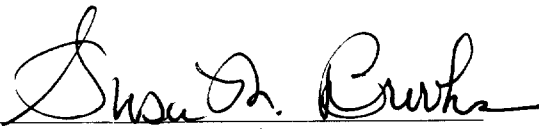
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The Golden City Council hereby approves the Agreement with John Reed and Jennie Lee Hill, 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 agreement with the Jefferson County Clerk and Recorder.

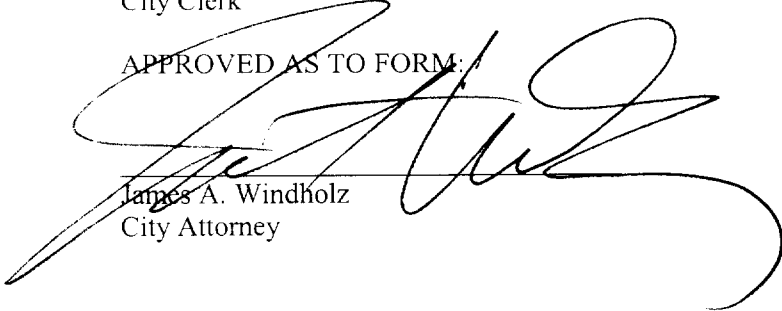
Adopted the 22<sup>nd</sup> day of September, 2005.

  
\_\_\_\_\_  
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 22<sup>nd</sup> day of September, A.D., 2005.

(SEAL)

ATTEST:

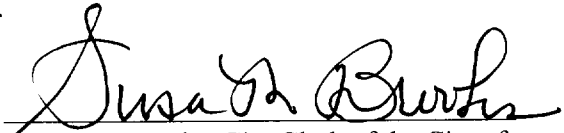
  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

Exhibit A

AGREEMENT

This Agreement is effective as of September 1, 2005, between Jennie Lee Hill and John Reed, ("Owners") and The City of Golden, Colorado, a municipal corporation, ("Golden").

RECITALS

A. Owners hold fee simple title to certain real property located at 2200 Jackson Street, Golden, Colorado, ("Property") which is more particularly described on Exhibit A hereto. The Property includes a structure known as Caretaker's House of the Golden Tourist Park ("Caretaker's House"), which is the subject of this Agreement.

B. The Owners and Golden recognize the historical, architectural, cultural, and aesthetic value and significance of the Caretaker's House.

C. This Agreement will effect the preservation of and maintenance of the historical, architectural, cultural, and aesthetic value and significance of the Caretaker's House.

D. Owners recently applied to rezone the Property from the R-1 zone district to the R-2 zone district. As a part of such application, and to address concerns regarding compliance with the City of Golden's Comprehensive Plan, the Owners voluntarily offered to enter into a contract that provides for the preservation and maintenance of the Caretaker's House.

E. To that end, Owner and Golden entered into this Agreement regarding The Caretaker's House.

THEREFORE, in consideration of Ten Dollars (\$10.00) and the consideration described in this Agreement below, receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1. CURRENT CONDITION.**

**1.1 Photographs/Present Facade.** In order to document the exterior nature of The Caretaker's House as of the effective date hereof, attached as Exhibit B hereto are photographs depicting the exterior facade of the Caretaker's House and the surrounding property. It is stipulated between Owners and Golden that Exhibit B depicts the structural stone exterior of the Caretaker's House as of the effective date of this Agreement. The structural stone exterior of The Caretaker's House is hereinafter referred to as the "*Present Facade*."

**ARTICLE 2. AFFIRMATIVE COVENANTS.**

Owners covenant on behalf of themselves, their heirs, successors and assigns, including without limitation any homeowners' association or similar such organization formed with/for the development and maintenance of the Property, with Golden, such covenants being deemed to run with and bind the Property, to do upon and for the Caretaker's House each of the following covenants and

stipulations, which contribute to the purposes of this Agreement in that they aid significantly in the preservation and maintenance of the historic structure, which contributes to the historical, architectural, and cultural integrity of the Caretaker's House:

**2.1 Renovation/Restoration.** Owners shall, within one year of the effective date of this Agreement, and without the necessity of obtaining a Certificate of Appropriateness Review, initiate or cause the initiation of good faith measures to restore, renovate, refurbish, and preserve the Caretaker's House, which may include replacement of the roof and porch, and include such within a plan for development of the Property.

**2.2 Incorporation into Site Plan/Timing/Protection.** a) Any site development plan proposed for the Property shall incorporate the Caretaker's House as a component of the site plan. b) If the Property is developed in phases, the restoration and renovation of the Caretaker's House shall take place and be included in the first or initial phase of such development. c) As of the effective date of this Agreement and during development of the Property, appropriate measures shall be taken by the Owners to protect the Caretaker's House prior to and during its renovation and restoration.

**2.3 Maintenance.** After restoration, Owners will maintain the Caretaker's House in such a manner so as to prevent deterioration. If the Property is subsequently subdivided or developed as a town home or condominium community, a homeowner association or similar such organization will be established that will own and maintain the Caretaker's House, with adequate means to finance such obligations.

**2.4 Alterations or Demolition.** The Caretaker's House shall retain its status as an "Historic Site" pursuant to the provisions of Chapter 18.58 of the Golden Municipal Code. Owners shall not undertake, cause or permit the undertaking, or suffer any demolition, alteration, remodeling, changes of any nature, repairing, repainting or construction affecting the present facade of the Caretaker's House without complying with the provisions of Chapter 18.58 of the Golden Municipal Code pertaining to a "Certificate of Appropriateness Review". Notwithstanding the foregoing, the Owners shall, without permission of Golden, perform basic maintenance and upkeep activities which do not alter the appearance of the Caretaker's House, such as touch-up painting or weatherproofing.

**2.5 Insurance.** Owners, at their expense, shall keep the Caretaker's House insured against risk of physical damage to those aspects of the Caretaker's House that are governed by this Agreement.

**2.6 Notice to Other Persons.** Restrictions, controls, stipulations and covenants contained in this Agreement shall be inserted by Owners in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title to or any lesser estate in the Caretaker's House, the Property or any part thereof.

### **ARTICLE 3. CASUALTY/EXTINGUISHMENT**

**3.1 Damage or Destruction.** In the event that the Caretaker's House or any part thereof shall be damaged or destroyed by casualty, the Owners shall notify Golden of the damage or destruction, such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Caretaker's House and for safety purposes shall be undertaken without Golden's prior approval of the work. Golden shall make an assessment of the nature and extent of damage and determine whether to require Owners to preserve and/or restore the Caretaker's House, consistent with this Agreement.

**3.2 Extinguishment/Liquidated Damages.** a) Owners and Golden recognize that an unexpected change in the conditions surrounding the Caretaker's House may make impossible or impractical the continued use of same for the purposes of this Agreement and necessitate extinguishment hereof. Such a change in conditions may include, but is not limited to, partial or total destruction of the Caretaker's House resulting from casualty. b) In such event of extinguishment, other than by casualty as provided in Section 3.1 above, the parties agree that the extent of the damages to the Caretaker's House are not readily ascertainable. Therefore, the parties agree that if the Caretaker's House is totally destroyed, abandoned, allowed to go into a state of total disrepair or extinguished, other than by casualty as provided in Section 3.1 above, then the Owners and/or all parties referred to in Section 5.1 shall be responsible for and pay as liquidated damages to Golden \$10,000.00, which funds shall be utilized for citizens' emergency needs in Golden.

#### **ARTICLE 4. GRANTS/TAX CONSIDERATIONS**

**4.1 Grants/Tax Benefits.** Owners may apply for and seek grants, financial assistance and tax benefits related to the preservation, restoration and/or renovation of the Caretaker's House. Consistent with the provisions of this Agreement. Golden will cooperate with such applications, but shall not be required to contribute financially to such applications.

#### **ARTICLE 5. GENERAL PROVISIONS**

**5.1 Binding Effect.** This Agreement shall extend to and be binding upon Owners, their heirs, successors and assigns, including without limitations any homeowners' association or similar such organization formed with/for the development of the Property, and all persons hereafter claiming under or through Owners. The word "Owner" shall include all such persons, whether or not such persons have signed this Agreement or then have an interest in The Caretaker's House. Any personal liability of Jennie Lee Hill or John Reed shall terminate upon their divestiture of the Property.

**5.2 Amendment.** This Agreement may be amended by the Owners and Golden in writing.

**5.3 Default/Remedies.** Notwithstanding the provisions of Section 3.2, in the event of any violation of any promise, provision, agreement or restriction contained in this Agreement, Golden may, following written notice to the Owners and upon the refusal of the Owners, their heirs, successors and assigns, to provide adequate assurances to Golden that such violations or restrictions shall be brought into compliance within a reasonable time, institute a suit to enjoin such violation and to require the restoration of the Caretaker's House to its prior condition. Golden shall also have all available legal and equitable remedies which are provided by the laws of the State of Colorado. The prevailing party in any litigation

regarding this Agreement shall be awarded all litigation costs and attorney's fees.

**CITY OF GOLDEN, GOLDEN**

\_\_\_\_\_  
**By: Charles Baroch, Mayor**

\_\_\_\_\_  
**Jennie Lee Hill, Owner**

\_\_\_\_\_  
**John Reed, Owner**

**ATTEST:**

\_\_\_\_\_  
**Susan Brooks, City Clerk**

STATE OF COLORADO                    )  
  ) ss  
COUNTY OF JEFFERSON                )

Subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2005, by Jennie Lee Hill and John Reed.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Block 21, Welch Addition, and the Tri-Portion in Southwesterly  $\frac{1}{2}$  of Vacated Washington Avenue and Northeasterly  $\frac{1}{2}$  of Vacated Washington Avenue Extending from Center of Vacated West 22<sup>nd</sup> Street and along West Line of Block 21, Welch Addition, Together with the Vacated Alley lying within Block 21, Welch Addition as Vacated by Ordinance 404 dated June 21, 1957 and Recorded March 20, 1985 under Reception No. 85025648 County of Jefferson, State of Colorado

