

RESOLUTION NO. 1572

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE EXECUTION OF A LICENSE
AGREEMENT WITH THOMAS GROSE FOR TEMPORARY USE
OF A PORTION OF 20TH STREET RIGHT OF WAY ADJACENT
TO 2001 WASHINGTON AVENUE**

WHEREAS, Thomas Grose, owner of 2001 Washington Avenue has requested approval for construction of an accessory building in the 20th Street right-of-way, City of Golden, Colorado; and

WHEREAS, the City of Golden, Colorado is the owner of the 20th Street right-of-way; and

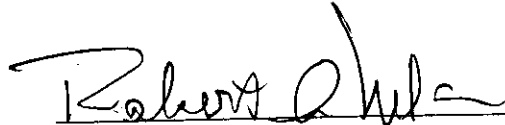
WHEREAS, the portion of 20th Street right-of-way requested for the temporary private use is not being used for public municipal purposes; and

WHEREAS, Thomas Grose wishes to agree as to certain conditions and provisions under which a portion of the public right-of-way of 20th Street may be utilized by Thomas Grose for construction of an accessory building.

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 Thomas Grose for temporary use of a portion of 20th Street Right of Way adjacent to 2001 Washington Avenue, substantially in the form attached hereto as Exhibit A.

Adopted this 9th day of June, 2005.


Robert A. Nelson
Mayor Pro Tem

ATTEST:



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:



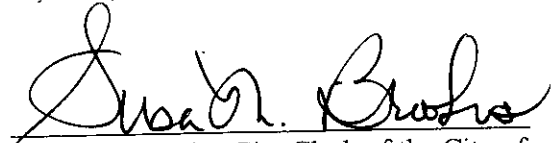
James A. Windholz
City Attorney

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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 9th day of June, A.D., 2005.

(SEAL)

ATTEST:

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

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

EXHIBIT A

LICENSE AGREEMENT

THIS AGREEMENT is entered into the 9th day of June, 2005 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 Thomas Grose, whose address is 2001 Washington Avenue, Golden, Colorado 80401.

- A. Thomas Grose is the owner of certain properties located at 2001 Washington Avenue and the City of Golden is the owner of the 20th Street right of way.
- B. Thomas Grose desires to make certain improvements to his property, which includes construction of a new accessory building and maintenance of an existing fence and concrete pad in the 20th Street right of way.
- C. The parties hereto wish to agree as to the nature, terms and conditions under which Thomas Grose may construct improvement within the 20th Street right of way.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND THOMAS GROSE AGREE AS FOLLOWS:

- 1. License. The City grants to Thomas Grose a non-exclusive revocable license to locate, construct and maintain an accessory storage shed ("improvement") within the affected right of way area as show in the attached Exhibit A.
- 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 Thomas Grose.
- 3. Maintenance. Thomas Grose, 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 Thomas Grose 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 Thomas Grose within the right-of-way shall be subject to inspection by the City. Thomas Grose shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.

- 5. Indemnification and Release. Thomas Grose shall hold harmless, indemnify and defend the City from and against all liabilities, damagers 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 Thomas Grose 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 Thomas Grose 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 Thomas Grose, or otherwise be construed as a release or waiver, with respect to any obligation of Thomas Grose 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 ninety (90) days written notice. Upon termination, and at the request of the City, Thomas Grose 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 Thomas Grose 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, Thomas Grose may assign any or all of his duties and responsibilities set forth in this Agreement.

CITY OF GOLDEN

THOMAS GROSE

 Chuck J. Baroch
 Mayor

 Thomas Grose
 owner

Date: _____

Date: _____

ATTEST:

 Susan M. Brooks, MMC
 City Clerk