

**RESOLUTION NO. 1776**

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
AUTHORIZING THE EXECUTION OF A LICENSE  
AGREEMENT WITH MARK ROSS, OWNER OF 505 10<sup>TH</sup>  
STREET**

WHEREAS, Mark Ross, owner of 505 10<sup>th</sup> Street has requested approval to use a portion of the Water Street right-of-way, City of Golden, Colorado; and

WHEREAS, the City of Golden, Colorado is the owner of the Water Street right-of-way, including the 1200 square foot area in question; and

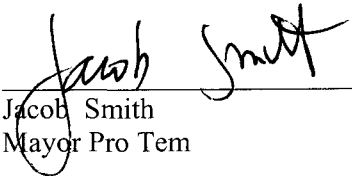
WHEREAS, the portion of Water Street right-of-way requested for the temporary private use is not being used for public municipal purposes; and

WHEREAS, Mark Ross wishes to agree as to certain conditions and provisions under which a portion of the public right-of-way of Water Street may be utilized by Mark Ross for private yard uses.

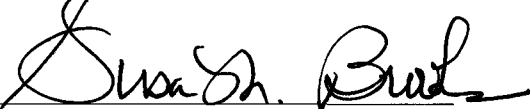
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

That the Mayor is authorized to execute on behalf of the City of Golden, a license agreement with Mark Ross, substantially in the form attached hereto as Exhibit A.

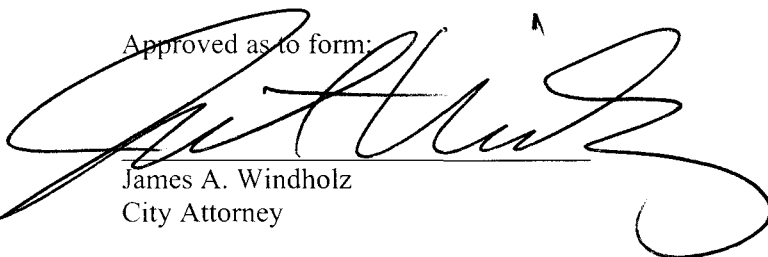
Adopted this seventh day of June, 2007.

  
\_\_\_\_\_  
Jacob Smith  
Mayor Pro Tem

ATTEST:

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

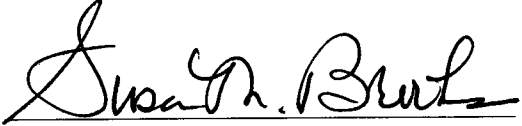
Approved as to form:

  
\_\_\_\_\_  
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 rescheduled regular meeting thereof held on the 7th day of June, A.D., 2007.

(SEAL)

ATTEST:

A handwritten signature in black ink, 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 7<sup>th</sup> day of June, 2007 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 Mark Ross, whose address is 505 10<sup>th</sup> Street, Golden, Colorado 80401.

- A. Mark Ross is the owner of certain properties located at 505 10th Street and the City of Golden is the owner of the Water Street right of way.
- B. Mark Ross desires to continue to use a portion of the City right-of-way, which includes a fenced in portion within the Water Street right of way.
- C. The parties hereto wish to agree as to the nature, terms and conditions under which Mark Ross may construct improvement within the Water Street right of way.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND MARK ROSS AGREE AS FOLLOWS:

- 1. License. The City grants to Mark Ross a non-exclusive revocable license to maintain a private open yard area and fence ("improvements") within the affected right of way area as shown in the attached Exhibit A.
- 2. Maintenance. Mark Ross, shall, at his expense, maintain the improvements in good condition including the landscape within the above described area.
- 3. General Obligations with Respect to Initial Construction and Maintenance Work.
  - a. All work performed by Mark Ross 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 Mark Ross within the right-of-way shall be subject to inspection by the City. Mark Ross shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.
- 4. Indemnification and Release. Mark Ross 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.

5. 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 Mark Ross 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 Mark Ross 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 Mark Ross, or otherwise be construed as a release or waiver, with respect to any obligation of Mark Ross to not interfere with the subjacent lateral support of the City's right-of-way.
6. 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.
7. 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, Mark Ross 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 Mark Ross to substantially its former condition after said removal.
8. Assignment. With the prior written permission of the City, such permission not to be unreasonably withheld, Mark Ross may assign any or all of his duties and responsibilities set forth in this Agreement.

CITY OF GOLDEN

MARK ROSS

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

\_\_\_\_\_  
 Mark Ross  
 owner

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

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

ATTEST:

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

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



R \$16.00  
D \$0.00  
AGR

Res 1776

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Jefferson County, Colorado

LICENSE AGREEMENT

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MB  
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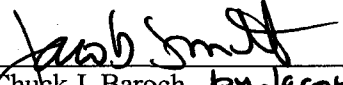
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Mark Ross, or otherwise be construed as a release or waiver, with respect to any obligation of Mark Ross to not interfere with the subjacent lateral support of the City's right-of-way.

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CITY OF GOLDEN

MARK ROSS

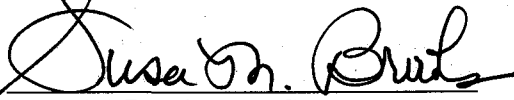
  
 Chuck J. Baroch by Jacob Smith  
 Mayor Mayor Pro Tem

  
 Mark Ross  
 owner

Date: June 7, 2007

Date: 6/18/07

ATTEST:

  
 Susan M. Brooks, MMC  
 City Clerk

Date: June 7, 2007



Area of license agreement  
12' x 100'

Vicinity Map  
505 10th Street

**Case:** PC07-14  
**Location:** 505 10th Street  
**Applicant:** Mark Ross  
**Action:** License Agreement