

RESOLUTION NO. 1753

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE EXECUTION OF A LICENSE
AGREEMENT WITH CHARLES W. FAY FOR USE OF A
PORTION OF 22ND STREET RIGHT OF WAY FOR A
STAIRWAY**

WHEREAS, Charles W. Fay, owner of 2207 Jackson Street, proposes to construct a wooden stairway within a portion of the 22nd Street right of way to connect his office building to the public sidewalk; and

WHEREAS, the City of Golden, Colorado is the owner of the 22nd Street right of way; and

WHEREAS, the construction of the stairway within the 22nd Street right of way will facilitate improved pedestrian access to the existing office building without interfering with the City's use of the right of way; and

WHEREAS, Charles W. Fay wishes to agree as to certain conditions and provisions under which a portion of said 22nd Street right of way may be utilized for the stairway.

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 Charles W. Fay substantially in the form attached hereto as Exhibit A.

Adopted this 22nd day of February, 2007.



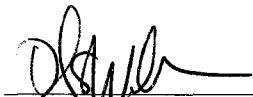
Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

Approved as to form:



for James A. Windholz
City Attorney

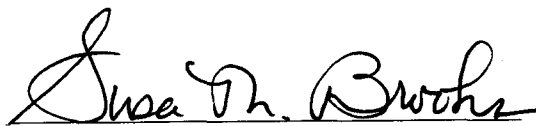
Resolution No. 1753

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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 rescheduled regular meeting thereof held on the 22nd day of February, 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 ____ day of _____, 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 Charles W. Fay, ("Owner") whose address is 871 Panorama Drive, Golden, CO 80401.

- A. Charles W. Fay is the owner of certain property located at 2207 Jackson Street, more particularly described as Lots 1 through 8, Block 18 Welches Addition to Golden City, ("Lots 1-8") and the City of Golden is the owner of the 22nd Street right of way.
- B. Owner desires to make certain improvements to his property, which includes construction of a wooden stairway from an existing deck down to the 22nd Street sidewalk.
- C. The parties hereto wish to agree as to the nature, terms and conditions under which the Owner may restore, preserve, and continue to use the existing improvements within the 22nd Street right of way.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND CHARLES W. FAY AGREE AS FOLLOWS:

- 1. License. The City grants to Owner a non-exclusive revocable license to locate, construct and maintain a wooden stairway ("improvement") within the affected right of way area as shown 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 resumption of construction activity. The design, construction and maintenance of the improvements shall be the sole responsibility of Owner.
- 3. Maintenance. Owner shall, at his expense, maintain the improvements in good condition including the landscape within the above described area.
- 4. General Obligations with Respect to Restoration, Preservation, and Maintenance Work.
 - a. All work performed by Owner 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 Owner within the right-of-way shall be subject to inspection by the City. Owner shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.

5. Indemnification and Release. Owner 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 Owner 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 Owner 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 Owner, or otherwise be construed as a release or waiver, with respect to any obligation of Owner 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. It is intended by the Parties that this Agreement shall remain in effect to provide for pedestrian access to the office building on Lots 1-8. Notwithstanding the foregoing, the City may terminate this agreement with or without cause with sixty (60) days notice to the Owner, unless the preservation of the City's health, safety and welfare requires immediate termination. If the City Council determines that the City's need to utilize the public property necessitates the termination of this Agreement, the Owner will be required to remove all improvements located within the right of way pursuant to this Agreement.
9. This license granted by this agreement shall be appurtenant to Lots 1-8 and shall be binding upon, and for the benefit of the subsequent owners of such lots.

CITY OF GOLDEN

Charles W. Fay

Chuck J. Baroch

Mayor

Date: _____

Date: _____

ATTEST:

Susan M. Brooks, MMC

City Clerk

Date: _____



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Res. 1753

LICENSE AGREEMENT

THIS AGREEMENT is entered into the 23 day of Feb, 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 Charles W. Fay, ("Owner") whose address is 871 Panorama Drive, Golden, CO 80401.

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- B. Owner desires to make certain improvements to his property, which includes construction of a wooden stairway from an existing deck down to the 22nd Street sidewalk.
- C. The parties hereto wish to agree as to the nature, terms and conditions under which the Owner may restore, preserve, and continue to use the existing improvements within the 22nd Street right of way.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND CHARLES W. FAY AGREE AS FOLLOWS:

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- 4. General Obligations with Respect to Restoration, Preservation, and Maintenance Work.
 - a. All work performed by Owner pursuant to this Agreement shall be done:
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 - 2) In a timely and expeditious manner; and
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 - 4) In accordance with all applicable codes, rules and regulations of the City.
 - b. Inspection. All work performed by Owner within the right-of-way shall be subject to inspection by the City. Owner shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.
- 5. Indemnification and Release. Owner 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

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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 right-of-way.
- 8. Termination. It is intended by the Parties that this Agreement shall remain in effect to provide for pedestrian access to the office building on Lots 1-8. Notwithstanding the foregoing, the City may terminate this agreement with or without cause with sixty (60) days notice to the Owner, unless the preservation of the City's health, safety and welfare requires immediate termination. If the City Council determines that the City's need to utilize the public property necessitates the termination of this Agreement, the Owner will be required to remove all improvements located within the right of way pursuant to this Agreement.
- 9. This license granted by this agreement shall be appurtenant to Lots 1-8 and shall be binding upon, and for the benefit of the subsequent owners of such lots.

CITY OF GOLDEN

Charles W. Fay

Chuck J. Baroch
 Chuck J. Baroch
 Mayor
 Date: 3/5/07

Charles W. Fay
 Date: 2/27/07

ATTEST:
Susan M. Brooks
 Susan M. Brooks, MMC
 City Clerk
 Date: 3/5/07

