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05/15/2008 10:24:34 AM 2 Page(s)

Jefferson County, Colorado

R \$11.00

D \$0.00

RES

RESOLUTION NO. 1856

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT
WITH JULIA ANDREWS-JONES**

1-2

WHEREAS, Julia Andrews-Jones, owner of 811 22nd Street has requested approval for construction of a retaining wall that would lie within a portion of the 22nd Street right-of-way, City of Golden; and

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

WHEREAS, the portion of 22nd Street right-of-way requested for the temporary private use is not being used for public municipal purposes; and

WHEREAS, Julia Andrews-Jones wishes to agree as to certain conditions and provisions under which a portion of the public right-of-way of 22nd Street may be utilized by Julia Andrews-Jones for construction of a retaining wall.

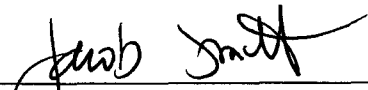
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1: City Council hereby approves the license agreement between the City and Julia Andrews-Jones, subject to the following condition:

- a. The License Agreement shall be specifically for the area of four feet on the southerly boundary of the 22nd Street right-of-way starting at the northwest corner of 811 22nd Street and continuing to a length no greater than 90 feet to the east.

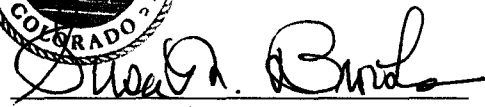
Section 2: That the Mayor is authorized to execute on behalf of the City of Golden, a license agreement with Julia Andrews-Jones, substantially in the form attached hereto as Exhibit A.

Adopted this 10th day of April, 2008.



 Jacob Smith
 Mayor

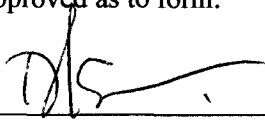




 Susan M. Brooks, MMC
 City Clerk

Resolution No. 1856
Page 2

Approved as to form:



David S. Williamson
Acting City Attorney

2

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 business meeting thereof held on the 10th day of April, A.D., 2008.



ATTEST:



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



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Jefferson County, Colorado

R \$16.00

D \$0.00

RWAGR

RIGHT-OF-WAY
LICENSE AGREEMENT

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THIS AGREEMENT is entered into this 10th day of April, 2008 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, and Julia Andrews-Jones (The Licensee) whose address is 811 22nd Street.

A. The Licensee is the owner of 811 22nd Street in the City of Golden.

B. The Licensee desires to make certain improvements to her property, which includes the construction of a retaining wall in the 22nd Street right-of-way.

C. The parties hereto wish to agree as to the nature, terms and conditions under which The Licensee may construct improvements within the 22nd Street right-of-way.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND THE LICENSEE AGREE AS FOLLOWS:

1. License. The City grants to The Licensee a non-exclusive revocable license to locate, construct and maintain within the affected right-of-way area described as follows:

A retaining wall, specifically for the area of Four feet on the southerly boundary of the 22nd Street right-of-way starting at the northwest corner of 811 22nd Street and continuing to a length no greater than 90 feet to the east that encompasses 360 square feet, as shown in the attached Exhibit A.

The licensee shall also be required to construct a sidewalk addition meeting city specifications that runs along the length of the proposed retaining wall in the area between the existing sidewalk and the edge of the new retaining wall.

2. Construction. Plans for the construction of the improvements shall be submitted to and approved by the City. The design, construction and maintenance of the improvements shall be the sole responsibility of The Licensee. Both the sidewalk extension and the retaining wall shall be shown on plans prepared by and stamped by a professional engineer registered in the State of Colorado.

3. Maintenance. The Licensee shall, at its 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 The Licensee 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 The Licensee within the right-of-way shall be subject to inspection by the City. The contractor performing the work shall

apply for a curb; gutter and sidewalk permit prior to starting the work. The Licensee shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.

- c. Street Cut Permits- - The Licensee shall comply with the "street-cut" requirement contained in Chapter 11.20 of the Golden Municipal Code.

5. Indemnification and Release. The Licensee shall indemnify, defend and save harmless the City against any and all liabilities, damages and claims which result from the design, construction or maintenance of the improvements in the right-of-way. 2

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 The Licensee from complying with provision of the Golden Municipal Code, including compliance with zoning ordinances and subdivision regulations nor shall this Agreement be construed as approval by the City to construct the improvements contemplated by The Licensee 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 The Licensee, or otherwise be construed as a release or waiver, with respect to any obligation of The Licensee to not interfere with the subjacent lateral support of the City's right-of-way.

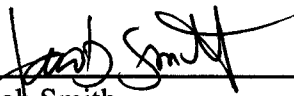
7. Police Power Reserved. The rights granted herein shall not limit or otherwise restrict the right of the City to exercise its police power with respect to its control of the right-of-way.

8. Termination. Either party may terminate this Agreement, with or without cause, by providing the other party with 90 days written notice. Upon termination, and at the request of the City, The Licensee shall remove at its 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 The Licensee to substantially its former condition after said removal.

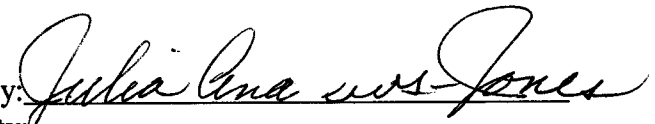
9. Assignment. With the prior written permission of the City, such permission not to be unreasonably withheld, The Licensee may assign any or all of its duties and responsibilities set forth in this Agreement.

CITY OF GOLDEN


THE LICENSEE



Jacob Smith
Mayor

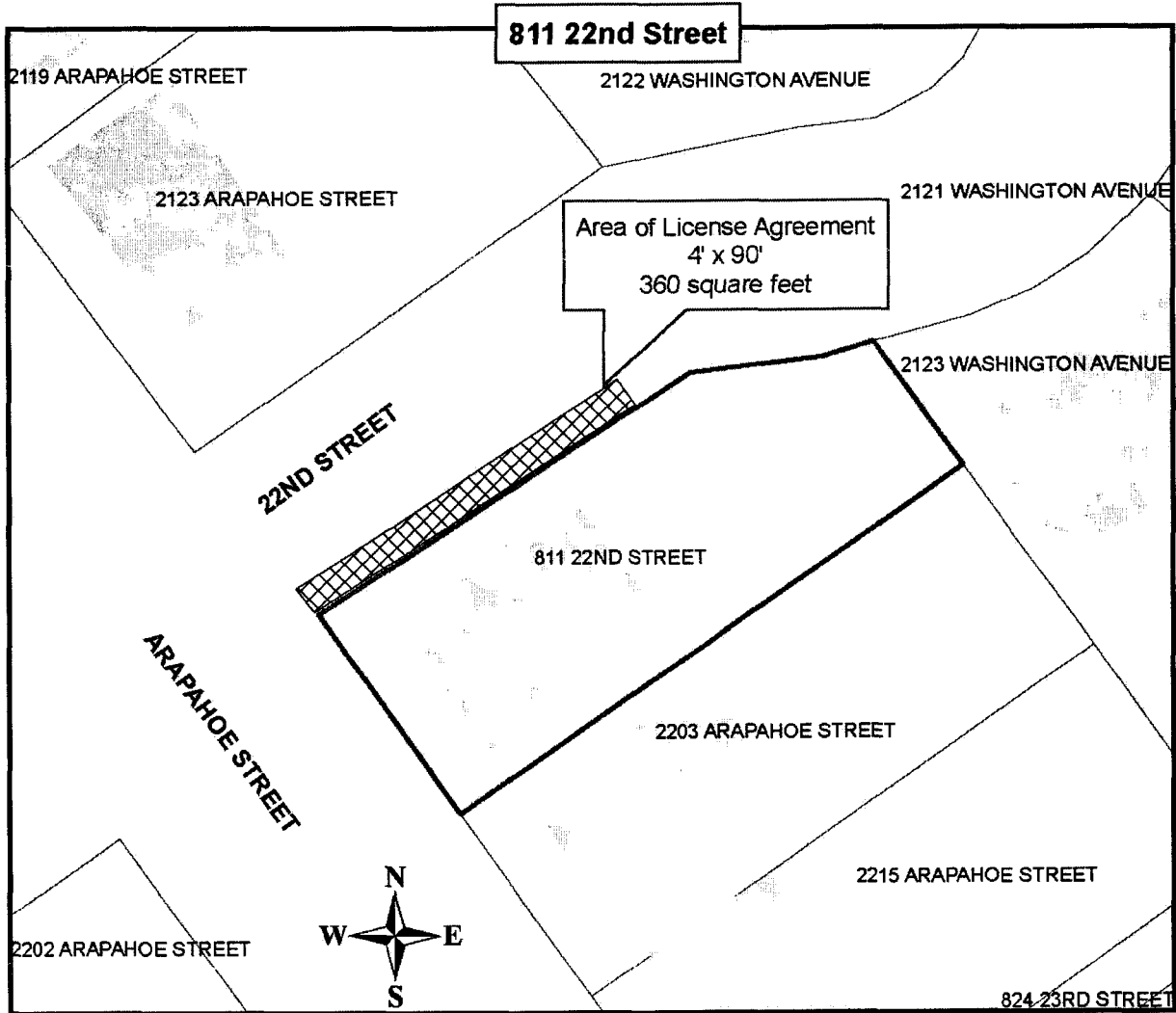
By: 
Capacity: _____





Susan M. Brooks, MMC
City Clerk

Vicinity Map for 811 22nd Street License Agreement



3

RETURN TO:
CITY OF GOLDEN
SUSAN BROOKS
911 10TH STREET
GOLDEN, CO 80401