

**RESOLUTION NO. 1784**

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
AUTHORIZING THE EXECUTION OF A LICENSE  
AGREEMENT WITH THE SUNLITE TOWNHOMES HOA,  
REGARDING A PORTION OF 8<sup>TH</sup> STREET RIGHT OF WAY  
WEST OF ILLINOIS STREET**

WHEREAS, the Sunlite Townhomes Homeowners Association has requested approval to use a portion of the 8<sup>th</sup> Street right-of-way, City of Golden, Colorado; and

WHEREAS, the City of Golden, Colorado is the owner of the 8<sup>th</sup> Street right-of-way, including the area in question; and

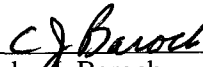
WHEREAS, the portion of 8<sup>th</sup> Street right-of-way requested for the temporary private use is not being used for public municipal purposes; and

WHEREAS, the Sunlite Townhomes Homeowners Association wishes to agree as to certain conditions and provisions under which a portion of the public right-of-way of 8<sup>th</sup> Street may be utilized by the Association for construction and use of a wooden staircase.


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

That a license agreement with the Sunlite Townhomes Homeowners Association, substantially in the form attached hereto as Exhibit A, is approved. The Mayor is authorized to execute on behalf of the City of Golden.

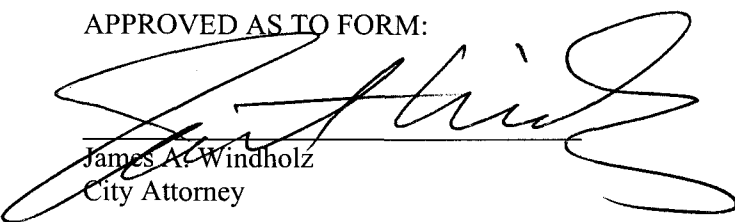
Adopted this 12th day of July, 2007.

  
\_\_\_\_\_  
Charles J. Baroch  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
James A. Windholz  
City Attorney

Resolution No. 1784  
Page 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 meeting thereof held on the 12th day of July, A.D., 2007.

(SEAL)

ATTEST:

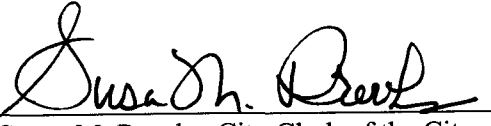
  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

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 the Sunlite Townhomes Homeowners Association, whose address is 802 Illinois Street, Golden, Colorado 80401.

- A. The Sunlite Townhome Homeowners Association is the owner of certain properties located at the southwest corner of 8<sup>th</sup> and Illinois Streets, and the City of Golden is the owner of the 8<sup>th</sup> right of way.
- B. The Sunlite Townhome Homeowners Association desires to use a portion of the City right-of-way, which includes a wooden staircase and railing structure within the 8<sup>th</sup> Street right of way.
- C. The parties hereto wish to agree as to the nature, terms and conditions under which the Sunlite Townhome Homeowners Association may construct improvement within the 8<sup>th</sup> Street right of way.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND THE SUNLITE TOWNHOMES HOMEOWNERS ASSOCIATION AGREE AS FOLLOWS:

- 1. License. The City grants to the Sunlite Townhome Homeowners Association a non-exclusive revocable license to construct and maintain a wooden staircase and railing structure ("improvements") within the affected right of way area as shown in the attached Exhibit A.
- 2. Maintenance. The Sunlite Townhome Homeowners Association, shall, at their expense, maintain the improvements in good condition including the wooden staircase and railing structure within the above described area.
- 3. General Obligations with Respect to Initial Construction and Maintenance Work.
  - a. All work performed by the Sunlite Townhome Homeowners Association 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 Sunlite Townhome Homeowners Association within the right-of-way shall be subject to inspection by the City. The Sunlite Townhome Homeowners Association shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.

4. Indemnification and Release. The Sunlite Townhome Homeowners Association 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 the Sunlite Townhome Homeowners Association 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 the Sunlite Townhome Homeowners Association 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 Sunlite Townhome Homeowners Association, or otherwise be construed as a release or waiver, with respect to any obligation of the Sunlite Townhome Homeowners Association 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, the Sunlite Townhome Homeowners Association 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 the Sunlite Townhome Homeowners Association 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, the Sunlite Townhome Homeowners Association may assign any or all of his duties and responsibilities set forth in this Agreement.

CITY OF GOLDEN

SUNLITE TOWNHOMES HOA

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

\_\_\_\_\_  
Robert D. Kriesch

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

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

ATTEST:

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

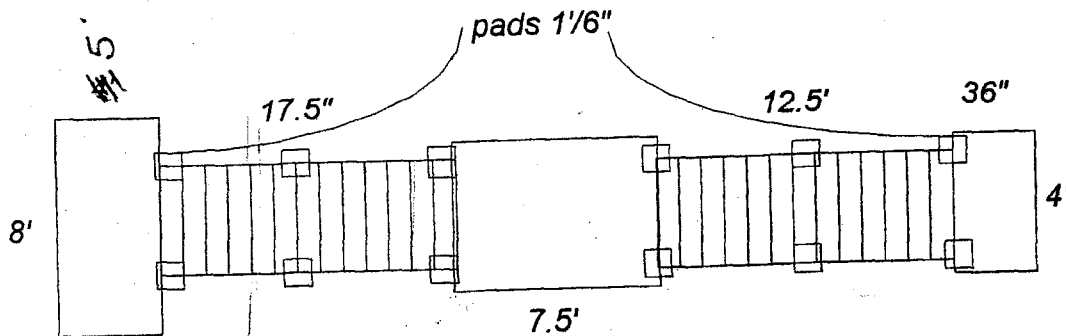
Date: \_\_\_\_\_

# EXHIBIT A-1

Decks and More LLC  
303-840-3277 - office  
303-901-8579 - cell  
www.decksandmore.us - web

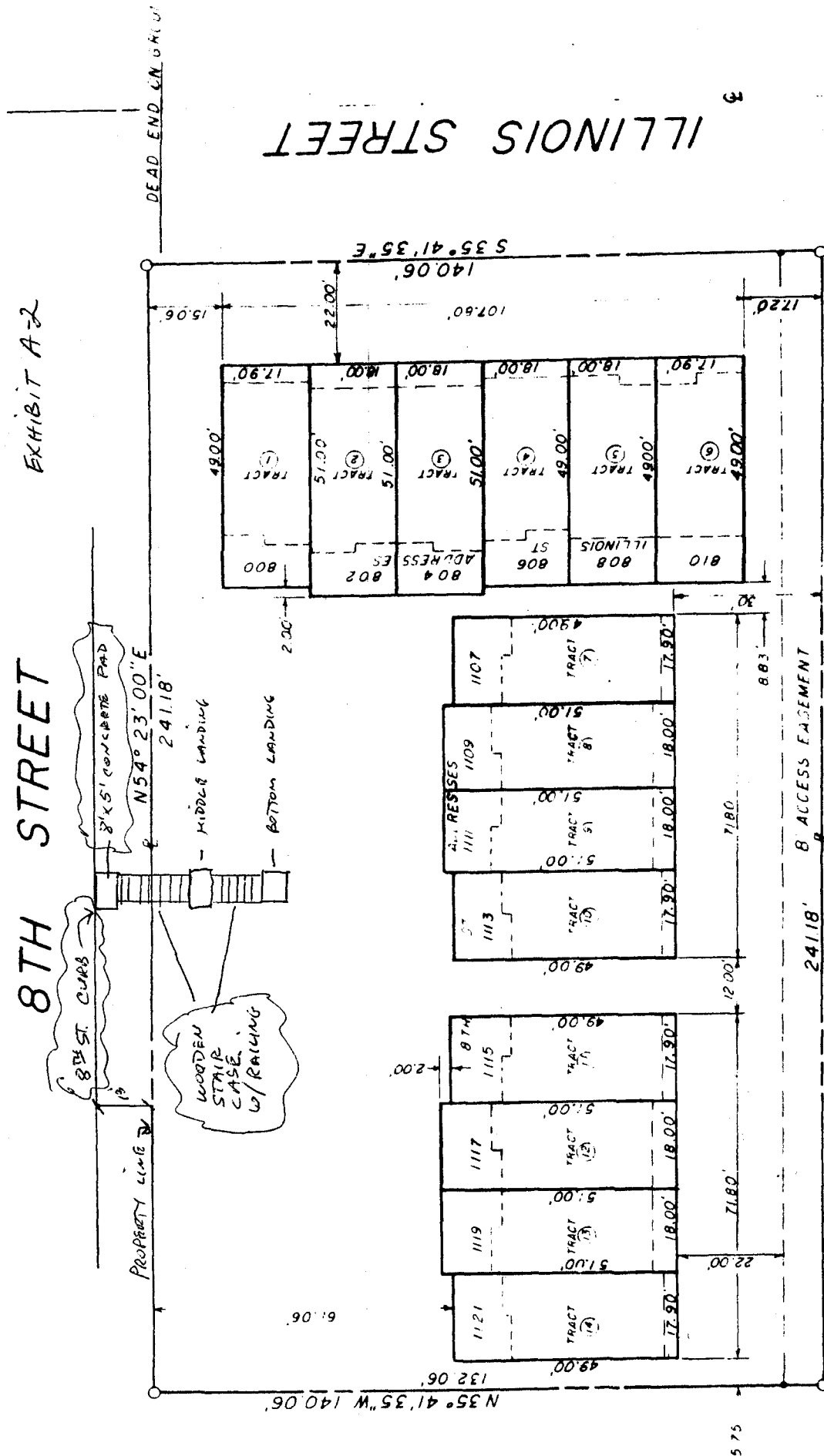
Decks and More, LLC.  
1801 Ford Street  
Golden, Co. 80401  
303-955-7843 - office  
303-601-4221 - cell

HOA / Robert D. Kriesch  
802 Illinois Street  
Golden, Co. 80401



1. there will be 12 1' square by 6" thick concrete pads to support railing posts
2. concrete landings will be of 6" thickness poured into forms containing cradled rebar
3. Redwood stairs will be 3' in width with 11" runs and 7" rises
4. Redwood stair rails will be 4' in height and balusters will be at 3.5" intervals
5. open risers
6. handgrippable rails

8TH STREET



NOTES

1 SUNLITE TOWNHOME OWNER'S ASSOCIATION COVENANTS AND DECLARATIONS ARE FILED  
IN THE OFFICE OF THE IFFERSON COUNTY CLERK AND RECORDER



R \$21.00

D \$0.00

2007093816

AGR

08/13/2007 10:32:42 AM 4 Page(s)

Jefferson County, Colorado

LICENSE AGREEMENT

21.00  
AD

THIS AGREEMENT is entered into the 12<sup>th</sup> day of July, 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 the Sunlite Townhomes Homeowners Association, whose address is 802 Illinois Street, Golden, Colorado 80401.

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  - C. The parties hereto wish to agree as to the nature, terms and conditions under which the Sunlite Townhome Homeowners Association may construct improvement within the 8<sup>th</sup> Street right of way.

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CITY OF GOLDEN

SUNLITE TOWNHOMES HOA

Chuck Baroch  
Chuck L. Baroch  
Mayor

Robert D. Kriesch  
Robert D. Kriesch

Date: 13 July 07

Date: 13 July 07

ATTEST  
Susan M. Brooks  
Susan M. Brooks, MMC  
City Clerk

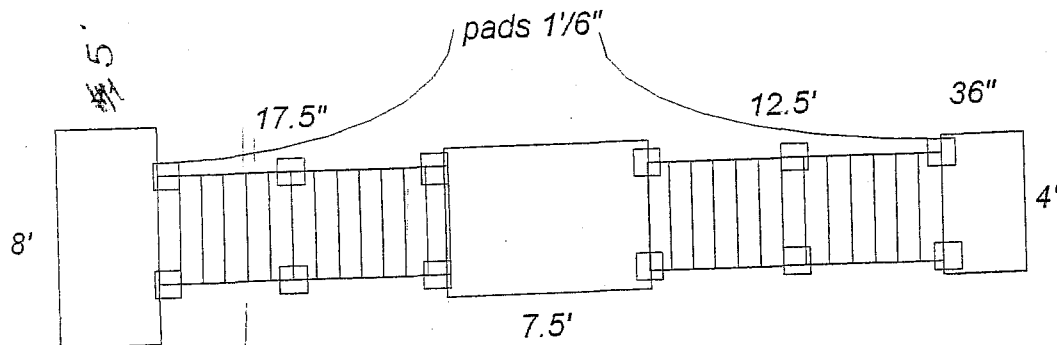
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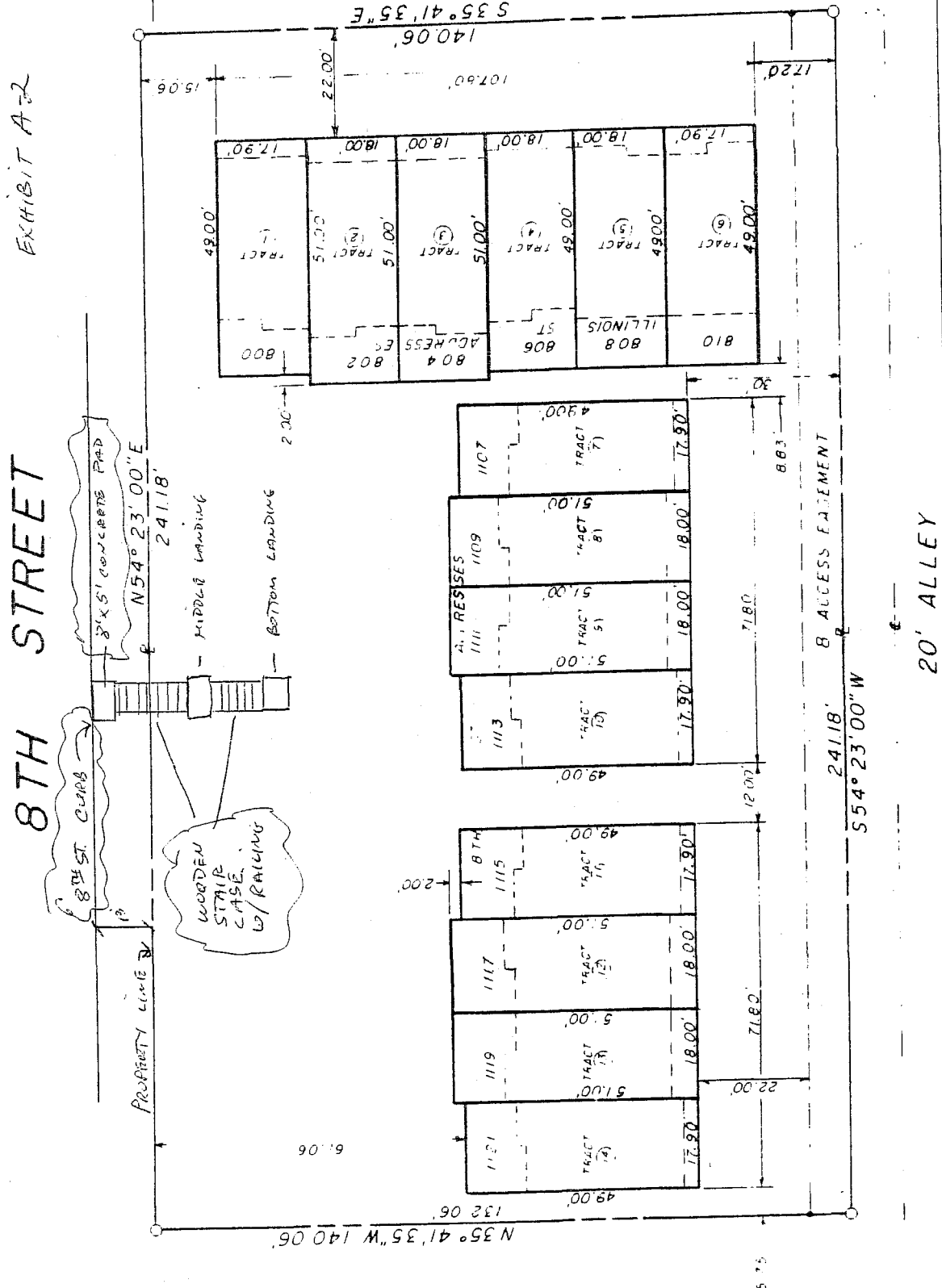
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POOR COPY



Res. 1784

Recorded 2nd time



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Jefferson County, Colorado

R \$21.00

D \$0.00

AGR

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"RECEIVED IN THIS CONDITION"

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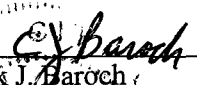
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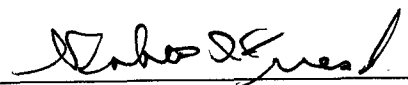
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CITY OF GOLDEN

SUNLITE TOWNHOMES HOA

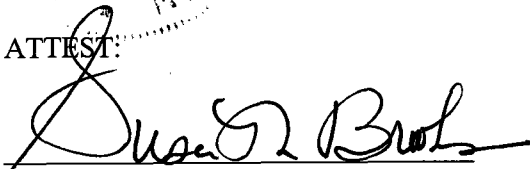
  
Chuck J. Baroch  
Mayor

Date: 13 July 07

  
Robert D. Kriesch

Date: 13 July 07

ATTEST:

  
Susan M. Brooks, MMC  
City Clerk

Date: 13 July 07

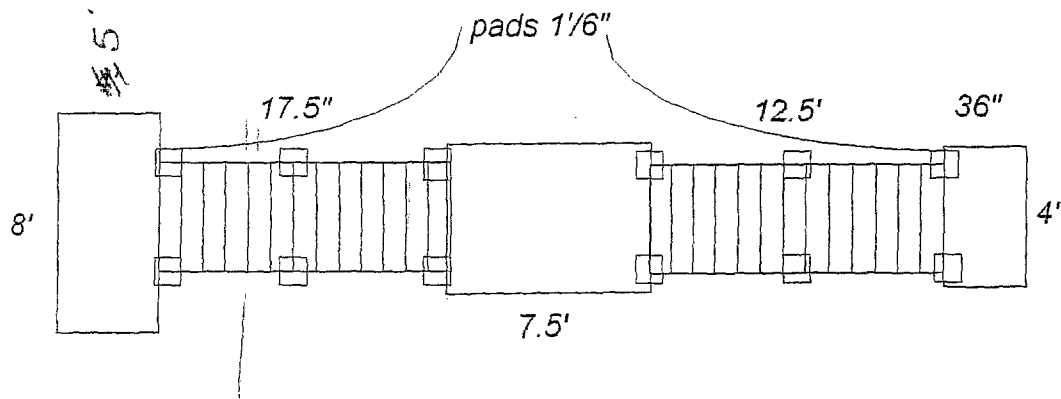
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EXHIBIT A-2

8TH STREET

DEAD END LA...

ILLINOIS STREET



NOTES  
 1. SUNLITE TOWNHOME OWNER'S ASSOCIATION COVENANTS AND DECLARATIONS ARE FILED  
 2. IN THE OFFICE OF THE JEFFERSON COUNTY CLERK AND RECORDER