

RESOLUTION NO. 1900

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT
WITH MILLERCOORS, LLC**

WHEREAS, MillerCoors LLC, the owner of structures within two separate portions of the East Street right-of-way, has requested approval to leave the structures as built within the East Street right-of-way, City of Golden; and

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

WHEREAS, the two portions of East Street right-of-way requested for the temporary private use are not being used for public municipal purposes; and

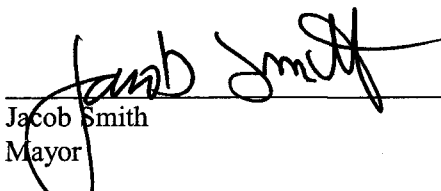
WHEREAS, MillerCoors, LLC wishes to agree as to certain conditions and provisions under which the two portions of the public right-of-way of East Street may be utilized by MillerCoors, LLC for existing structures.

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 MillerCoors, LLC, subject to the condition that the License Agreement shall be specifically only for the areas in Exhibits A and B of the License Agreement

Section 2: The Mayor is authorized to execute on behalf of the City of Golden, a license agreement with MillerCoors, LLC, substantially in the form attached hereto as Exhibits 1.

Adopted this 25th day of September, 2008.



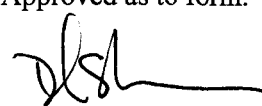
Jacob Smith
Mayor





Susan M. Brooks, MMC
City Clerk

Approved as to form:



David S. Williamson
City Attorney

Resolution No. 1900

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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 business meeting thereof held on the 25th day of September, A.D., 2008.



ATTEST:

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

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

Exhibit 1 to Resolution 1900

RIGHT-OF-WAY
LICENSE AGREEMENT

THIS AGREEMENT is entered into this ____th day of _____, 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 MillerCoors LLC (the "Licensee") whose address is 311 10th Street, P.O. Box 4030 NH311, Golden, CO 80401.

A. The Licensee is the owner of certain structures located on its property on East Street (a) in the vicinity of the intersection of East Street and 13th Street and (b) in the vicinity of the intersection of East Street and 10th Street, both in the City of Golden.

B. Such structures are located partially within the East Street right-of-way.

C. The parties hereto wish to agree as to the nature, terms and conditions under which the Licensee may retain existing improvements within the East 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 (subject to the notice period set forth below) license to use and maintain certain existing "improvements" within the affected right-of-way area, as described as follows:

(See Exhibits A and B attached hereto)

2. Maintenance. The Licensee shall, at its expense, maintain the improvements in good condition including the landscape within the above-described area.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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

MILLERCOORS LLC

Jacob Smith
Mayor

By: _____
Capacity: _____

ATTEST:

Susan M. Brooks, MMC
City Clerk

License Area

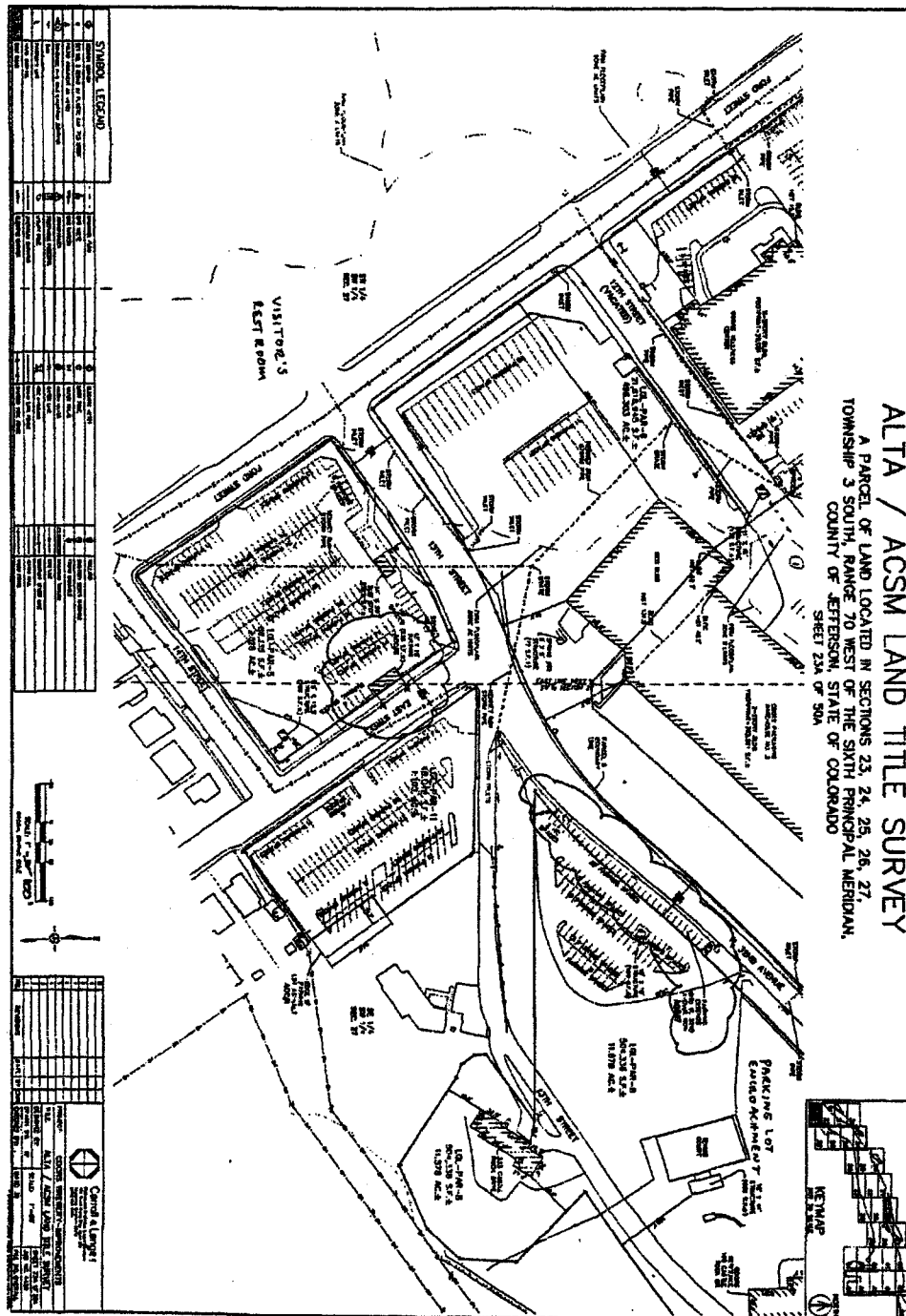


EXHIBIT A, 2

License Area

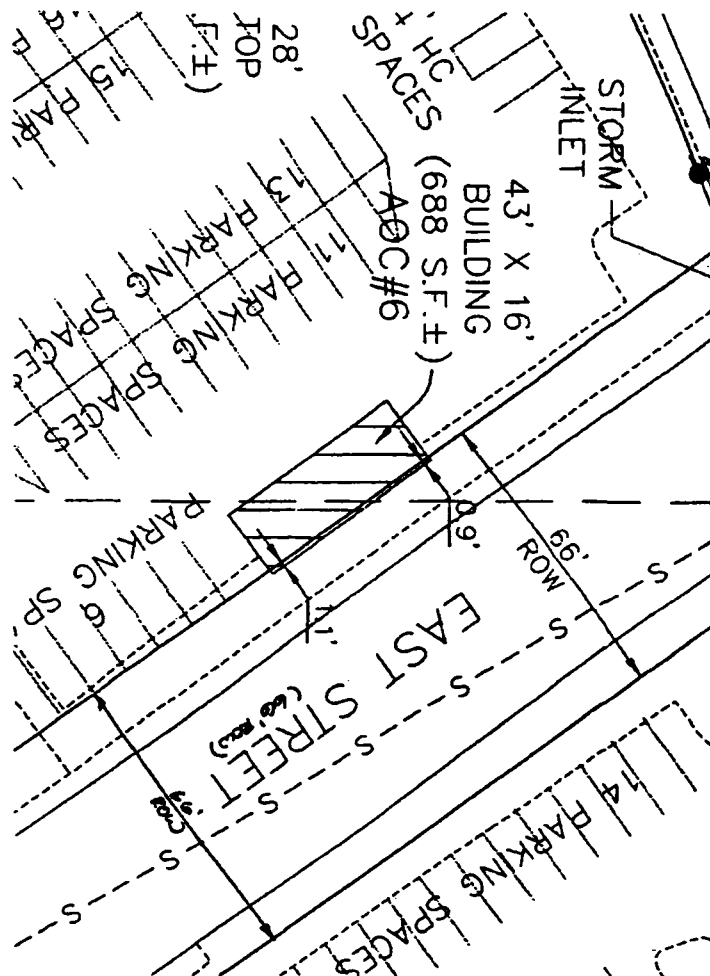
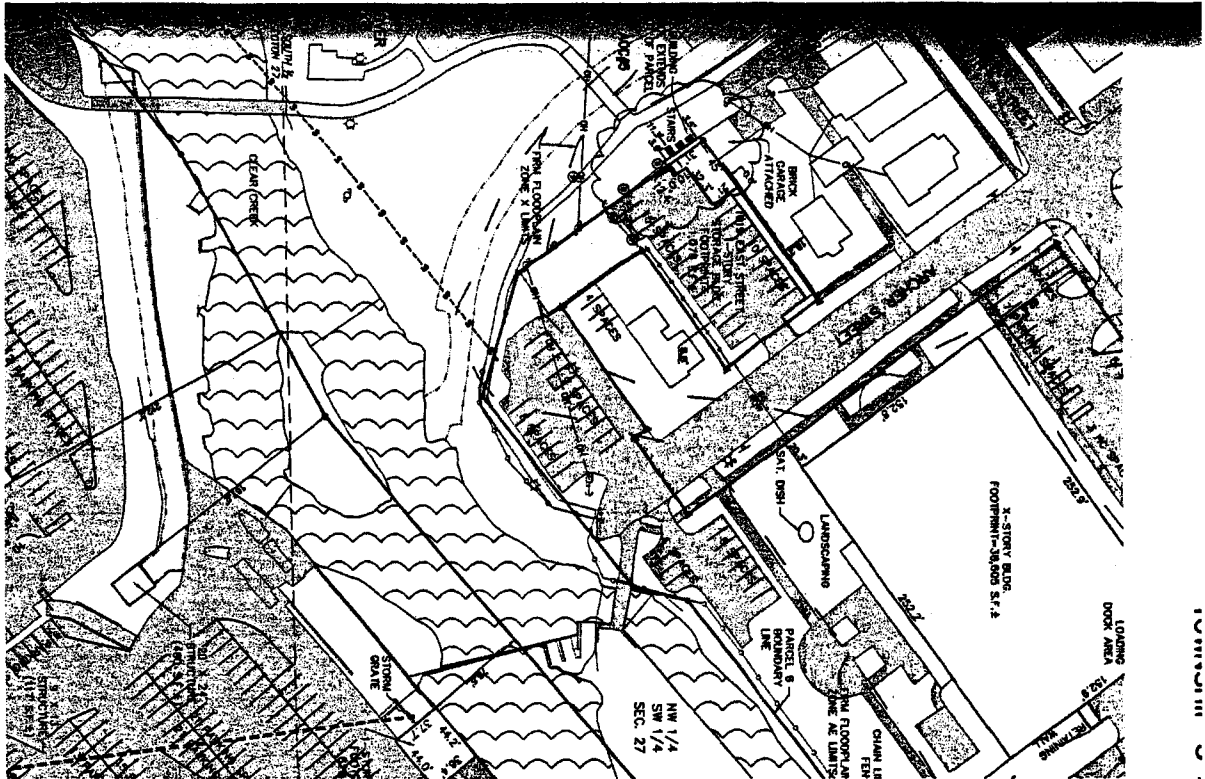
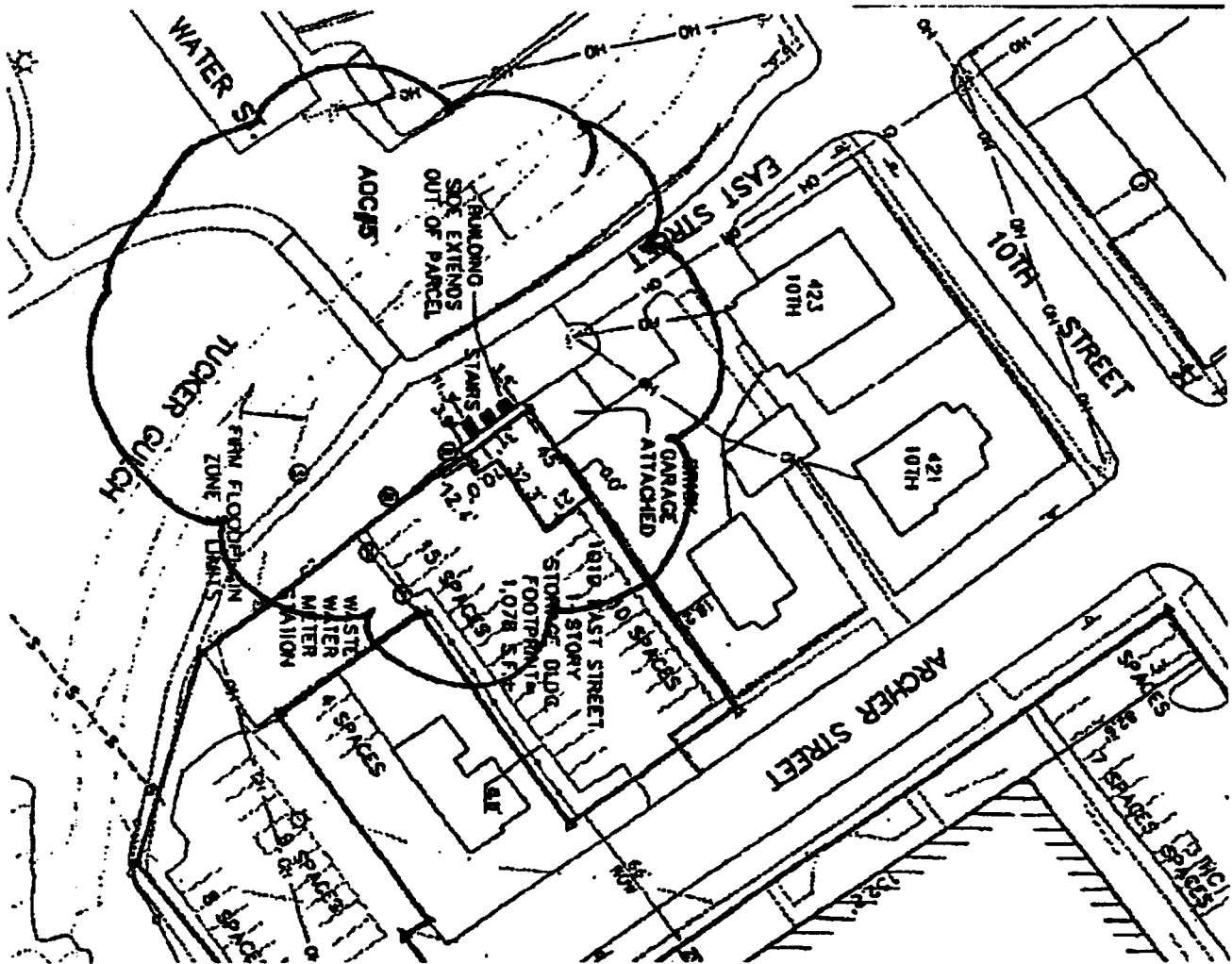


EXHIBIT B, 1

License Area



License Area





RIGHT-OF-WAY
LICENSE AGREEMENT

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SC

THIS AGREEMENT is entered into this 23rd day of September, 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 MillerCoors LLC (the "Licensee") whose address is 311 10th Street, P.O. Box 4030 NH311, Golden, CO 80401. 1-5

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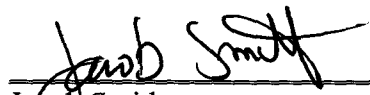
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this Agreement if the City determines, in its sole discretion, that such improvements may, now or in the future, constitute a hazardous condition or otherwise interfere with a public use of the right of way. All property and improvements affected by such a removal shall be restored by the Licensee to substantially its former condition after said removal. J


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CITY OF GOLDEN

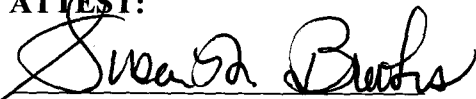
MILLERCOORS LLC



Jacob Smith
Mayor

By: 
Capacity: Head of Information Technology
(i.e., Chief Information Officer)

ATTEST:



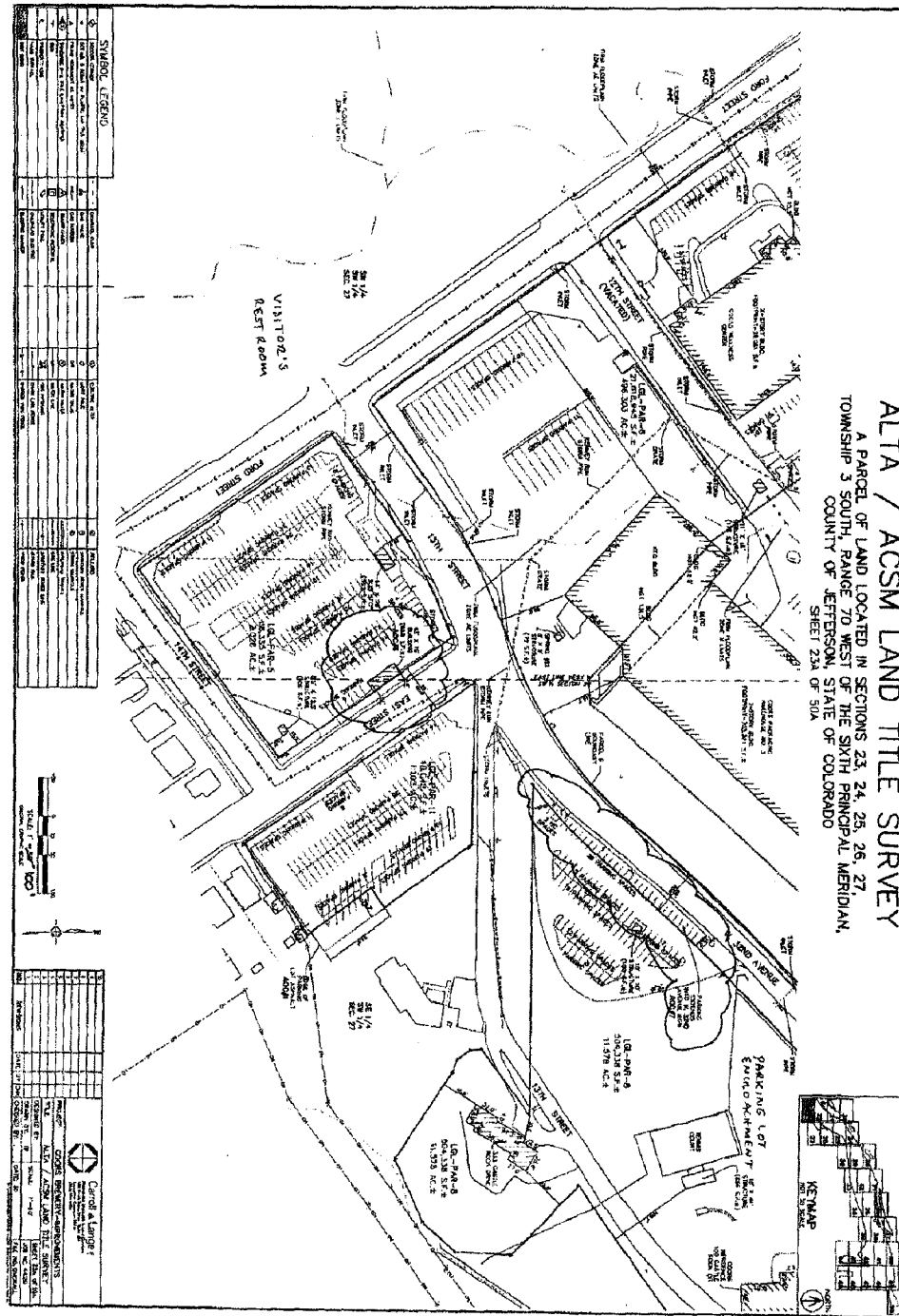
Susan M. Brooks, MMC
City Clerk



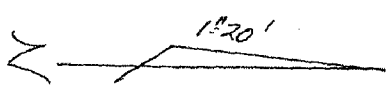
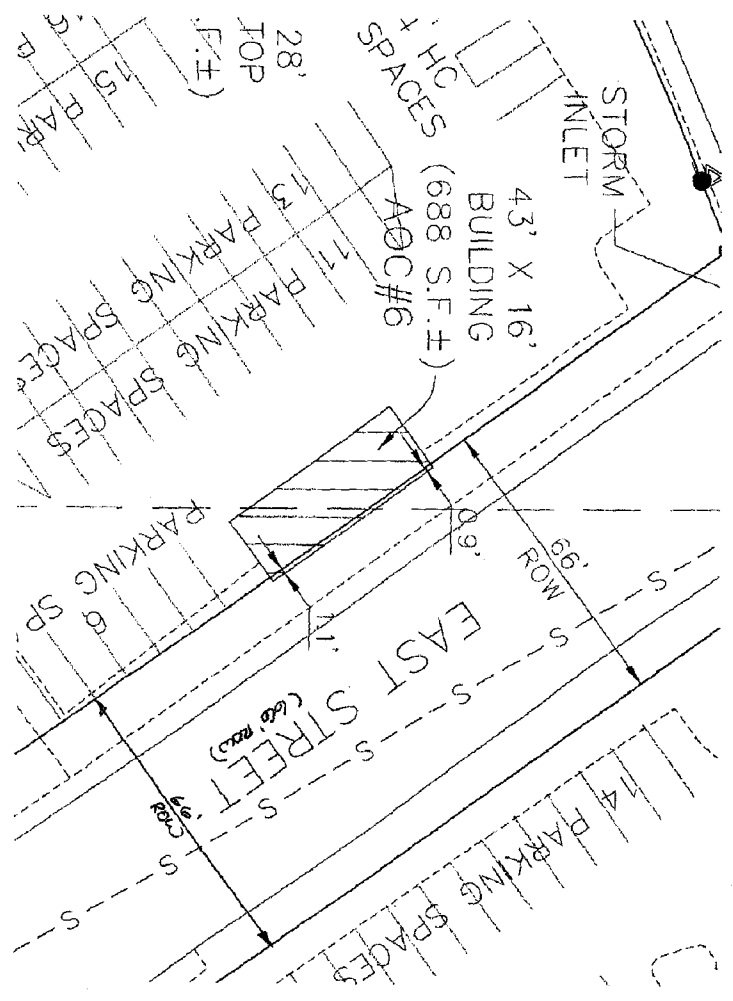
EXHIBIT A

License Area

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Return to:

City Clerk
911 10th St.
Golden, CO 80401