

RESOLUTION NO. 1777

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE EXECUTION OF A LICENSE
AGREEMENT WITH RICHARD A. PEERY FOR USE OF A
PORTION OF FORD STREET RIGHT OF WAY ADJACENT TO
1012 FORD STREET REGARDING AN EXISTING BUILDING
ENCROACHMENT**

WHEREAS, Richard A. Peery, owner of 1012 Ford Street is in the process of conveying the Golden Mill property at 1012 Ford Street, a longstanding fixture in downtown Golden, which structure is partially located upon the City right of way for Ford Street; and

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

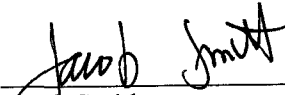
WHEREAS, the portion of Ford Street requested for continuation of the existing private use is not being used for public municipal purposes; and

WHEREAS, Richard A. Peery wishes to agree as to certain conditions and provisions under which a portion of the public right-of-way of Ford Street may continue to be utilized for the existing structure of the Golden Mill building.

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 Richard A. Peery substantially in the form attached hereto as Exhibit A.

Adopted this 7th day of June, 2007.



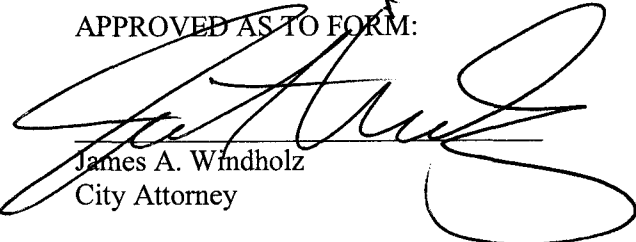
Jacob Smith
Mayor Pro Tem

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:


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

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 Richard A Peery ("Owner") whose address is 601 16th Street #C, Golden, CO 80401.

- A. Richard A. Peery is the owner of certain property located at 1012 Ford Street more particularly described as Lots 5 and 6, Block 37 on the North Side of Clear Creek, Golden City, County of Jefferson, State of Colorado, ("Lots 5 and 6") and the City of Golden is the owner of the Ford Street right of way.
- B. Owner desires the continued use of a structure originally constructed in 1953 which structure is partially located within the Ford Street Right of Way.
- C. The parties hereto wish to agree as to the nature, terms and conditions under which the Owner may maintain and continue to use the existing improvements within the Ford Street right of way.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND RICHARD A PEERY AGREE AS FOLLOWS:

- 1. License. The City grants to Owner a non-exclusive revocable license to locate, use and maintain the portion of the existing structure at 1012 Ford Street that encroaches into the Ford Street right of way.
- 2. Maintenance. Owner shall, at his expense, maintain the encroaching structure in good condition.
- 3. General Obligations with Respect to 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.
- 4. 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.
- 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 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 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, 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.

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. The Parties acknowledge that the encroaching portion of the structure has been in existence for several decades, and that to date the City has not required the use of the affected portion of the right of way for municipal purposes during the existence of the structure. However, since the License is to facilitate the continued use of the existing structure, the Agreement shall automatically terminate if the affected portion of the structure is demolished or otherwise altered such that it no longer encroaches within the Ford Street right of way, or if the Owner or a future owner submits a proposal to the City to add additional stories or otherwise substantially alter the affected portion of the structure, as determined by the City. Notwithstanding the foregoing, the City may terminate this agreement with or without cause with one hundred eighty (180) 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.
8. This license granted by this agreement shall be appurtenant to Lots 5 and 6 and shall be binding upon, and for the benefit of the subsequent owners of such lots.

CITY OF GOLDEN

Richard A Peery

Charles J. Baroch,
Mayor
Date: _____

Date: _____

ATTEST:

Susan M. Brooks, MMC
City Clerk

Date: _____



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06/04/2008 08:26:06 AM 3 Page(s)

Jefferson County, Colorado

R \$16.00

D \$0.00

AGR

Res. 1777

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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 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

16.00
max

1-3

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, 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.

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CITY OF GOLDEN

Charles J. Barohn

Mayor

Date: 6/21/07

Richard A Peery

Date: 6/18/07

ATTEST:

Susan M. Brooks, MMC

City Clerk

Date: 6/21/07

EXHIBIT
"A"

LAND SURVEY PLAT

OF A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27,
TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH P.M.,
COUNTY OF JEFFERSON, STATE OF COLORADO.

3

10TH STREET (66' RIGHT OF WAY)

BLOCK 34

FOUND PIN/CAP,
LS# 14112

FOUND PIN/CAP,
LS# 13240

L- 160.00, M- 160.49

FOUND PIN/CAP,
LS# 14112

WATER STREET (66' RIGHT OF WAY)

SET 1" BRASS
WASHER, LS#15321

P- 100.00, M- 100.31

8' VACATED PORTION OF STREET
(VACATION ORDINANCE F0638808)

SET 1" BRASS
WASHER, LS#15321

P- 50.0

P- 50.0

M- 90D 09' 58"

58.8

LOT 5

ASPHALT PARKING

LOT 6

NOTE
0.85' ENCROACHMENT

80.1

28.7

ONE STORY BLOCK BUILDING

0.07

20.7

9.1

60.1

NOTE
0.45' ENCROACHMENT

CONCRETE DOCK

L&M- 185.00

L&M- 185.00

ONE STORY BLOCK BUILDING

91.7

85.2

ASPHALT PARKING

NOTE
ENCROACHMENT 0.29'

P- 50.0

P- 100.00, M- 100.31

P- 50.0

SET 1" BRASS WASHER,
LS#15321

M- 89D 50' 01"

1/8" REBAR/CAP,
LS# 15321

CLEAR CREEK

EXISTING TOP OF BANK & PROPERTY
LINE AT DATE OF THIS SURVEY,
PLAT INDICATES EDGE OF RIVER AS
SOUTHERLY LINE OF LOTS

LEGEND:

- - SET 5/8" REBAR/C
1" BRASS WASHER
LS#15321 AS INDICATED
- P- PLATTED DISTANCE
DIRECTION
- M- MEASURED DISTANCE
DIRECTION.

7



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08/13/2007 10:32:42 AM 3 Page(s)

Jefferson County, Colorado

R \$16.00

D \$0.00

AGR

Res. 1777

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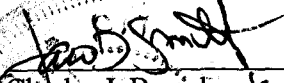
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ARE OF POOR QUALITY

RESCANNED DATE 8/14/07
MISSING STAMP

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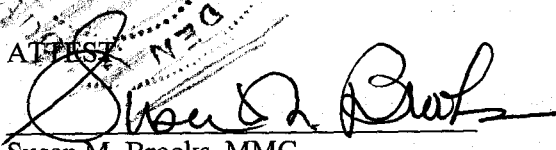
CITY OF GOLDEN


Charles J. Barochi, Mayor


Jacob Smith

Date: 7/12/07

ATTEST


Susan M. Brooks, MMC
City Clerk

Date: 7/12/07

Richard A Peery


Date: 6/18/07

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OF A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27,
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FOUND PIN/CAP,
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M-89D 50' 01"

L-160.00, M-160.49

FOUND PIN/CAP,
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FOUND PIN/CAP,
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FORD STREET (66' RIGHT OF WAY)

SET 1" BRASS
WASHER, LS#15321

P-100.00, M-100.31

8' VACATED PORTION OF STREET
(VACATION ORDINANCE F0638808)

SET 1" BRASS
WASHER, LS#15321

P-50.0

P-50.0

M-90D 09' 50"

58.8

LOT 5

ASPHALT PARKING

LOT 6

80.1

NOTE
0.85' ENCROACHMENT

28.7

ONE STORY BLOCK BUILDING

0.07'

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L&M-185.00

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NOTE
ENCROACHMENT 0.29'

32.7

P-50.0

P-100.00, M-100.31

P-50.0

SET 1" BRASS WASHER,
LS#15321

EXISTING TOP OF BANK & PROPERTY
LINE AT DATE OF THIS SURVEY.
PLAT INDICATES EDGE OF RIVER AS
SOUTHERLY LINE OF LOTS

1/8" REBAR/CAP,
LS# 1321

CLEAR CREEK

LEGEND:

- - SET 5/8" REBAR/CAP
- - SET 1" BRASS WASHER
- - SET 1" BRASS WASHER, LS#15321 AS INDICATED
- P - PLATTED DISTANCE
- D - DIRECTION
- M - MEASURED DISTANCE
- D - DIRECTION