

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR- 109
Series of 2006

Series of 2006

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A REVOCABLE LICENSE AGREEMENT ON BEHALF OF THE CITY OF NORTHGLENN, COLORADO, WITH MOTOSPA OF NORTHGLENN LLLP AUTHORIZING THE CONSTRUCTION OF A MONUMENT SIGN IN THE EAST 120TH AVENUE RIGHT-OF-WAY.

WHEREAS, Motospa of Northglenn LLLP has requested a revocable license to construct a monument sign in the East 120th Avenue right-of-way as specified in the attached Revocable License Agreement labeled "Exhibit No. 1"; and

WHEREAS, the City Council of the City of Northglenn has reviewed said License Agreement and wishes to grant said License to Motospa of Northglenn LLLP.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

The Revocable License Agreement between Motospa of Northglenn LLLP and the City of Northglenn, attached hereto as "Exhibit No. 1," is hereby approved and the Mayor is authorized to execute said agreement on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, the _____ day of _____, 2006.

KATHLEEN M. NOVAK
Mayor

ATTEST:

APPROVED AS TO FORM:

DIANA L. LENTZ, CMC
City Clerk

COREY Y. HOFFMANN
City Attorney

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT is made this 20TH day of JULY, 2006, by and between the City of Northglenn, Colorado (the "City") and Motospa of Northglenn ("Licensee").
LLLP.

For and in consideration of the sum of ten dollars (\$10) paid by the Licensee to the City, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. THE LICENSE

Licensee owns the property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and desires to obtain a License to occupy and use the property more particularly described and depicted in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Property"). Subject to all the terms and conditions hereto, the City hereby grants to Licensee a license to occupy and use the Property for the purpose set forth in Section 2 herein.

SECTION 2. TERMS OF AGREEMENT

The Property may be used and occupied by the Licensee for the purpose of constructing and maintaining a monument sign as illustrated on Exhibit C.

SECTION 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified therein. Upon termination the Property shall be returned to its original condition.

SECTION 4. MAINTENANCE

Licensee shall, at its own expense, keep and maintain in good repair any fixtures or structures constructed, placed, operated or maintained on the Property and, within thirty (30) days of termination of this Agreement, shall remove such fixtures.

SECTION 5. DAMAGE TO PROPERTY

Licensee shall be responsible for all damage to the Property arising out of or resulting from the use of the Property by the Licensee, its agents, employees, visitors, patrons and invitees. The City shall notify Licensee immediately upon discovery of any damage to the Property. Licensee shall correct and repair the damage within one (1) week of notification or knowledge of the damage unless otherwise directed by the City.

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SECTION 6. INDEMNIFICATION

Licensee agrees to indemnify and hold harmless the City, its officers, employees and insurers, from and against all liability, claims and demands arising out of the placement, use and operation of the Property. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at his sole expense, or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

SECTION 7. INSURANCE

Licensee agrees to procure an insurance policy which includes and covers the Property that is the subject of this Agreement, and to name the City of Northglenn as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance, with a combined single limit for bodily injury and property damage of one hundred fifty thousand dollars (\$150,000.00) per person and six hundred thousand dollars (\$600,000.00) per occurrence. A Certificate of Insurance showing the City as an additional insured thereon shall be provided to the City within thirty (30) days of execution of this Agreement. The failure to provide the Certificate of Insurance shall be grounds for immediate revocation of this License Agreement.

SECTION 8. NOTICES

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the City: City of Northglenn
 c/o City Manager
 P.O. Box 330061
 Northglenn, CO 80233-8061

To Licensee: Motospa of Northglenn LLLP.

 600 Grant Street - Suite 304

 DENVER, CO 80203

SECTION 9. MISCELLANEOUS

A. Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein.

B. Applicable Law. The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement.

C. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

E. Assignment. Licensee may not assign or transfer this Agreement, except upon the express written authorization of the City.

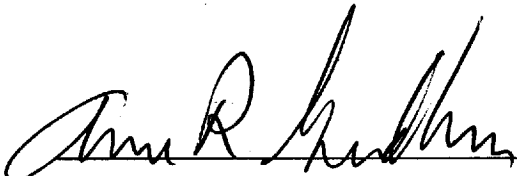
IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and year first above written.

CITY OF NORTHGLENN, COLORADO

By: _____
Kathleen M. Novak, Mayor

ATTEST:

Diana L. Lentz, C.M.C., City Clerk



name

LICENSEE

Motospa of Northglenn LLLP.
name

Arne R. Gudheim

STATE OF COLORADO)

COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to, and acknowledged before me
this 20th day of July, 2006, by Sandra L Kane
as the Witness of Signature.

My Commission expires: October 22, 2008

(SEAL)

Sandra L Kane
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

LOT 2, PARCEL 1, BUNKER HILL VILLAGE SUBDIVISION FILING NO. 2 (FILE 17, MAP 500, ADAMS COUNTY RECORDS), A SUBDIVISION OF A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO. CONTAINS 67,015 SQUARE FEET OR 1.538 ACRES MORE OR LESS.

PARCEL A, THAT PART OF THE SOUTHWEST, ONE-QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER, THENCE $00^{\circ}00'00''$ E ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 87.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING $00^{\circ}00'00''$ E ALONG SAID WEST LINE A DISTANCE OF 724.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CLAUDE COURT, SAID POINT ALSO BEING A POINT ON A CURVE TO THE LEFT, THE DELTA OF SAID CURVE IS $16^{\circ}57'00''$, THE RADIUS OF SAID CURVE IS 640.00 FEET, THE CHORD OF SAID CURVE BEARS $00^{\circ}00'00''$ E, 188.64 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 189.33 FEET TO A POINT ON THE SAID WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 36; THENCE $00^{\circ}00'00''$ E ALONG SAID WEST LINE A DISTANCE OF 18.62 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT ALSO BEING A POINT ON A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS $14^{\circ}26'18''$, THE RADIUS OF SAID CURVE IS 3745.00 FEET, THE CHORD OF SAID CURVE BEARS $S07^{\circ}59'04''$ E, 941.23 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 943.72 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 36; THENCE $N89^{\circ}40'00''$ W ALONG SAID SOUTH LINE A DISTANCE OF 130.74 FEET TO THE POINT OF BEGINNING. CONTAINS 78,645 SQUARE FEET OR 1.805 ACRES MORE OR LESS.

BENCHMARK

THE TOP OF THE MONUMENT FOUND IN A RANGE BOX FOR THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. ELEVATION 5,295.34 FEET NAVD DATUM.

EXHIBIT B

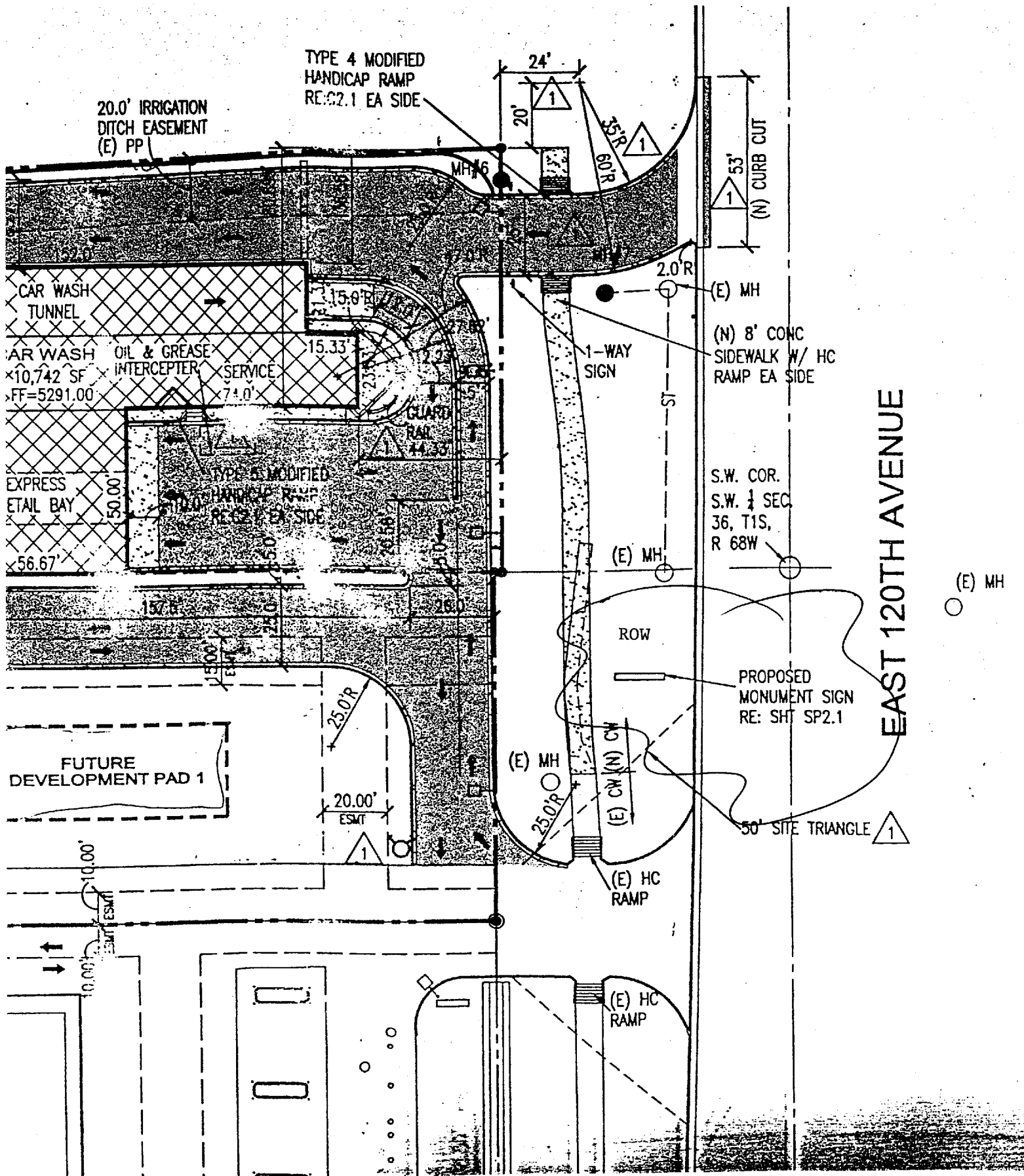
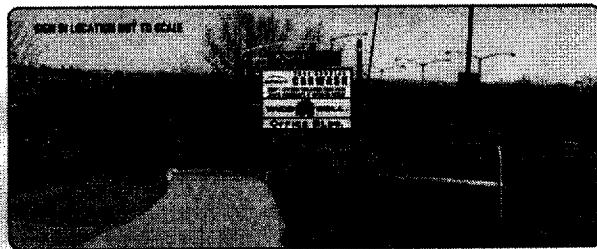
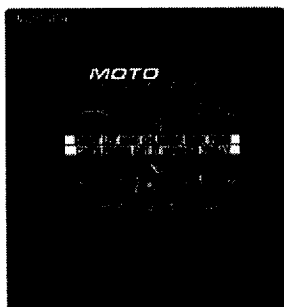


EXHIBIT C



PROPERTY OF YESCO DO NOT COPY

YOUNG ELECTRIC SIGN
YESCO COMPANY
Shower Street 303.276.8622
2770 Joliet Street 303.276.8111 Fax
Denver, CO 80224 www.yesco.com



Address:
1168 and 126th
Northglenn, Colorado
Customer: Yes TechFord
Design: JAC, YESCO/EPD
Model: 97053
Date: 3.21.06

Number:

Architect Approval:

Owner Approval:

Notes:

NOTE: UNLESS OTHERWISE NOTED, ELECTRICAL WORK AND WIRING, ELECTRICAL WORK, CHANGING ARE NOT INCLUDED. ILLUMINATION SUPPLIES WILL BE SUPPLIED FOR 120 VOLT POWER UNLESS OTHERWISE INDICATED.
(PROCESSED BY YESCO SIGN FABRICATION)

THESE NOTATIONS ARE ADDED TO AVOID WORK DISCREPANCY. THE DESIGNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE DESIGNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE DESIGNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE DESIGNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED.

DESIGN: 00-104

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END VIEW



FAB AND INSTALL 1 EACH DOUBLE FACED Pylon SIGN SCALE 3/4" = 1' 0"
190 SQFT TOTAL PER FACE

STREET SIDE

5" DIA PIPE

WELD 4" REC TUBE SUPPORTS TO POLE AS PER. BY ENGINEERING

4" DIA PIPE

7'-6"

MATCHING PLATE CONNECTION INSIDE AND OUTSIDE OF BOTH CABINETS

17" PIPE PAINTED TO MATCH REQ. RFD (RDSG)

24" SQUARE MASONRY BASE TO MATCH (REQ. "BY OTHERS")