

SPONSORED BY: COUNCIL MEMBER MILLER

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-35
Series of 2007

Series of 2007

A RESOLUTION APPROVING THE LICENSE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND NORTHGLENN DODGE

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

Section 1. The License Agreement marked as **Exhibit A**, and attached hereto, between the City of Northglenn and Northglenn Dodge, is hereby approved, and the Mayor is authorized to enter into the Agreement on behalf of the City Council of the City of Northglenn.

DATED at Northglenn, Colorado, this ____ day of _____, 2007.

KATHLEEN M. NOVAK
Mayor

ATTEST:

DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the CITY OF NORTHGLENN, COLORADO, (the "City") and the NORTHGLENN DODGE ("Northglenn Dodge).

NOW, THEREFORE, in consideration of the mutual premises and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Northglenn Dodge covenant and agree as follows:

1. The License; Terms. Subject to the terms and conditions hereof, the City hereby grants to Northglenn Dodge a license to display not more than four (4) motor vehicles in the landscaped portion of the 104th Avenue right of way (hereafter, the "Licensed Property"), in the general location shown on Exhibit A, attached hereto and incorporated herein by this reference. The Licensed Property is and shall be subject to all easements and other encumbrances of record. The License shall be subject to the following terms and conditions:

a. Northglenn Dodge may display not more than four (4) motor vehicles on the Licensed Property until this Agreement is terminated as provided hereinbelow;

b. Said motor vehicles may not be displayed in any manner so as to create a hazard or visual obstruction for any pedestrian or automobile traffic, and said motor vehicles specifically shall not be placed in the fifty (50) foot vision triangle at the intersection of 104th Avenue and Huron, nor in the twenty-five (25) foot vision triangle of any private driveway intersecting with 104th Avenue; and

c. The use of the Licenses Property shall be limited to the days of _____ and the hours of _____.

2. Insurance. Northglenn Dodge shall obtain for itself, its agents, successors, assigns, and agents, necessary and adequate worker's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Licensed Property, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* (currently \$150,000 per persons and \$600,000 per occurrence), as now in effect or as hereinafter amended. Neither Northglenn Dodge nor its agents, successors and assigns shall commence using the Licensed Property for the display of motor vehicles until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the City. Each insurance policy shall list the City as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without thirty (30) days written notice to the City of intention to cancel.

3. Maintenance. Northglenn Dodge shall, at its own expense, keep and maintain in good condition all landscaping planted within the Licensed Property, and shall properly irrigate

and care for all trees, shrubbery and the lawn upon or about the Licensed Property in good condition.

4. Use. Northglenn Dodge covenants and agrees that it shall utilize the Licensed Property for the display of not more than four (4) motor vehicles and for no other purpose, and agrees not to use the Licensed Property or permit it to be used for purposes prohibited by the laws of the applicable United States, State of Colorado, or any political subdivision thereof.

5. Notice. Any notice required under this License agreement shall be in writing and hand-delivered or mailed by regular United States first class mail to the respective parties at the address hereinbelow given.

The City: Attn: _____
 City of Northglenn
 P.O. Box 330061
 Northglenn, CO 80233-8061

Northglenn Dodge: _____

6. No Covenant of Title or Quiet Possession. The rights granted herein are without covenant of title or warranty of quiet possession of the Licensed Property and no water or water rights are granted by this License.

7. Successors and Assigns. This License shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

8. Assignment or Sub-Lease. Northglenn Dodge covenants and agrees not to assign this License or to sublet any part of the Licensed Property without first obtaining the written consent of the City.

9. Licensed Property Taken "As Is." Northglenn Dodge understands and agrees that the Licensed Property is licensed "as is." The City makes no warranty, written or implied, that the Licensed Property is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Licensed Property.

10. Liability and Indemnification. The City shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Licensed Property including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, theft, burst pipes or plumbing failures during the term of the License or any renewal thereof. Northglenn Dodge hereby expressly agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage

allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of Northglenn Dodge's use of the Licensed Property.

11. Termination.

a. This License Agreement may be terminated by either party at any time with or without cause upon thirty (30) days written notice to the other.

b. If default shall be made in any of the covenants or agreements herein contained to be kept by Northglenn Dodge, it shall be lawful for the City to enter into the said Licensed Property, or any part thereof, either with or without process of law, to terminate the interest of Northglenn Dodge or of any person or persons occupying the same, and to expel, remove or put out such person or persons, or motor vehicles, without being liable to prosecution or to damages therefor, and the said Licensed Property again to repossess and enjoy as in the first and former estate of the City. If at any time the License shall be terminated as aforesaid, or by any other means, Northglenn Dodge agrees to surrender and deliver up said Licensed Property peaceably to the City immediately upon the termination, and if Northglenn Dodge shall remain in possession after termination, Northglenn Dodge shall be deemed guilty of a forcible detainer on said Licensed Property, and waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

12. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Adams County, State of Colorado.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

CITY OF NORTHGLENN, COLORADO

By: _____
Kathleen M. Novak, Mayor

ATTEST:

Diana L. Lentz, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

NORTHGLENN DODGE

By: _____

Title Date

ATTEST:

Title Date