

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-124
Series of 2020

Series of 2020

A RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF NORTHGLENN, COLORADO AND 41581 NORTHGLENN CO, LLC

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

Section 1. The License Agreement between the City of Northglenn and Northglenn CO, LLC, attached hereto as **Exhibit 1**, for use of City-owned property located adjacent to the 104th and Irma Convenience Minor Subdivision, is hereby approved and the City Manager is authorized to execute the agreement on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this _____ day of _____, 2020.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, 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 _____, 2020, by and between the CITY OF NORTHGLENN, COLORADO, (the "City") and 41581 Northglenn CO, LLC, a Florida limited liability company (the "Licensee").

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 the Licensee covenant and agree as follows:

1. **LICENSED PROPERTY.** The City hereby agrees to permit the Licensee to use the Licensed Property as more particularly described hereinbelow. The Licensed Property is and shall be subject to all easements and other encumbrances of record.

2. **INSURANCE.** Licensee shall obtain for itself, or cause its agents, successors, assigns, lessees, licensees 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.*, as now in effect or as hereinafter amended; provided, Licensee's contemplated tenant 7-Eleven, Inc. may self-insure against all such risks and such self-insurance shall be deemed in compliance with the insurance requirements herein as applied to 7-Eleven, Inc.. Neither Licensee nor its agents, successors and assigns shall commence any construction activities on the Licensed Property 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 Licensee providing the City thirty (30) days' advance written notice of the intention to cancel.

3. **UTILITIES.** Licensee covenants and agrees to pay all charges for water, electric power and other utilities assessed, levied or incurred on the Licensed Property during the term of this Agreement or any renewal thereof.

4. **INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS.** Licensee shall at its discretion install improvements and landscaping as applicable on the Licensed Property according to plans approved by the City. After any initial construction and/or installation, Licensee covenants and agrees not to make or permit to be made any alterations in, or additions to, the Licensed Property without the prior written consent of the City (it being understood that repairs and replacements of similar structure and quality shall be permitted without City consent) and to keep the Licensed Property, and any improvements thereon, in good repair at the expense of Licensee; to properly irrigate and care for all landscaping upon or about the Licensed Property and to keep the same in good order and condition until the expiration or termination of this License, ordinary wear and tear and loss by fire, flood, or act of God excepted.

5. USE. Licensee covenants and agrees that it shall utilize the Licensed Property for utility lines and landscaping improvements and for no other purpose and 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.

6. RE-ENTRY. Licensee covenants and agrees to permit the City or its duly authorized representatives to enter upon the Licensed Property, at any reasonable hour of the day, for the purpose of inspecting the same, making surveys, and to do such other acts and things as it deems necessary for the protection of its interests therein; provided City uses reasonable and good faith efforts to minimize disruptions to Licensee's construction activities and Licensee's and its tenant's business operations.

7. NOTICE. Any notice required under this License shall be in writing and mailed by certified mail to the respective parties at the address below given. The Parks Foreman shall be the representative of the City to accept or give any approval, notice or the like provided hereunder. In the event Licensee should change the address hereinabove given during the term of this License, Licensee shall notify the City in writing of such change of address:

The City: _____
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233-8061

Licensee: 41581 Northglenn CO, LLC
2240 West First Street
Suite 101
Fort Myers, FL 33901

Attn: Dan Creighton

8. 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.

9. 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.

10. ASSIGNMENT OR SUB-LEASE. Licensee 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; provided, Licensee may assign this License to a subsequent purchaser of Lot 1 of 104th and Irma Convenience Minor Subdivision.

11. PROPERTY LICENSED TAKEN "AS IS." Licensee 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.

12. 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 except to the extent any of the foregoing harms arise from or related to a grossly negligent or willful act by the City or anyone within its reasonable control. Licensee 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 Licensee's negligent use of the Licensed Property or Licensee's failure to fulfill the terms and conditions of the License.

13. RESERVATION FOR COUNCIL USE. This License is made under and conformable to the provisions of all City of Northglenn regulations insofar as applicable. Said provisions are incorporated herein and made part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the License. The City reserves the right to make full use of the Licensed Property as may be necessary or convenient in the operation of the City's drainage infrastructure or drainageways under the control of the City, and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Licensed Property at any time and in such a manner as it deems necessary

14. TERMINATION.

a. This License Agreement may be terminated by the City at any time upon ninety (90) days written notice to Licensee.

b. If default shall be made in any of the covenants or agreements herein contained to be kept by Licensee, 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 in the Licensed Property of Licensee or of any person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, 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, Licensee agrees to surrender and deliver up said Licensed Property peaceably to the City immediately upon the termination, and if Licensee shall remain in possession after termination, Licensee shall be deemed guilty of a forcible detainer on said property Licensed, and waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

15. 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: _____
Heather Geyer, City Manager

ATTEST:

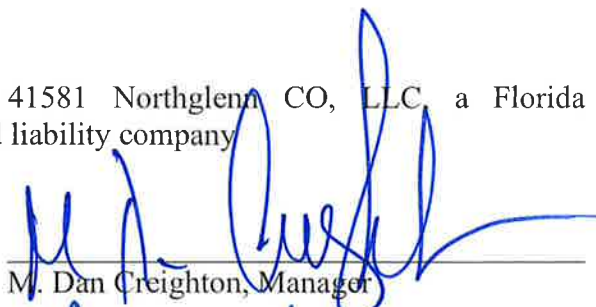
Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

LICENSEE

By: 41581 Northglenn CO, LLC, a Florida limited liability company



M. Dan Creighton, Manager



Date

EXHIBIT A
LICENSE AREA

August 14, 2020

A portion of Tract 41 as described in that Warranty Deed recorded July 17, 1973 in Book 1882 at Page 649 in the Official Records of Adams County, Colorado, being more particularly described as follows:

BEGINNING at the southwest corner of Tract 43 as described in that Warranty Deed, recorded January 27, 2000, in Book 6019 at Page 951, in the Official Public Records of Adams County, Colorado; thence along the north line of said Tract 41, N89°55'56"W, (Bearings are relative to the west line of Tract 43, monumented on the north end with a found no. 4 rebar with a 1" yellow plastic cap, PLS "6973", 0.3 feet below grade, and on the South end with a found no. 5 rebar, flush with grade, measured to bear N00°03'21"W, a distance of 212.50 feet), a distance of 185.00 feet; thence leaving said north line, S00°03'21"E, a distance of 70.00 feet, to a point on the south line of said Tract 41; thence along said south line, N89°55'56"W, a distance of 185.00 feet; thence leaving said south line, N00°03'21"W, a distance of 70.00 feet, to a point on the north line of said Tract 41, and the **POINT OF BEGINNING**.

Containing 12,950 Sq. Ft. or 0.297 acres, more or less.



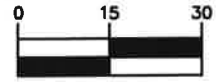
Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT B LICENSE AREA

BOOK 6019 PAGE 951

A PORTION OF TRACT 43
99,851 SQ. FT. ±
(2.292 ACRES ±)

GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

(BASIS OF BEARINGS)
N00°03'21"W 212.50'

WEST LINE OF TRACT 43

FOUND NO. 4 REBAR WITH
1" YELLOW PLASTIC CAP
PLS "6973"
0.3' BELOW GRADE

FOUND NO. 5 REBAR
FLUSH WITH GRADE

SOUTH LINE
TRACT 43

FND NO. 5 REBAR WITH
1/4" GREEN PLASTIC CAP
PLS "38245"
FLUSH WITH GRADE

P.O.B.

S89°55'56"E 185.00'

BOOK 1882, PAGE 649

A PORTION OF TRACT 41
12,950 SQ. FT. ±
(0.297 ACRES ±)

N00°03'21"W 70.00'

S00°03'21"E 70.00'

N89°55'56"W 185.00'

SOUTH LINE OF TRACT 41

104TH AVENUE
(PUBLIC R.O.W. WIDTH VARIES)

NOTE:

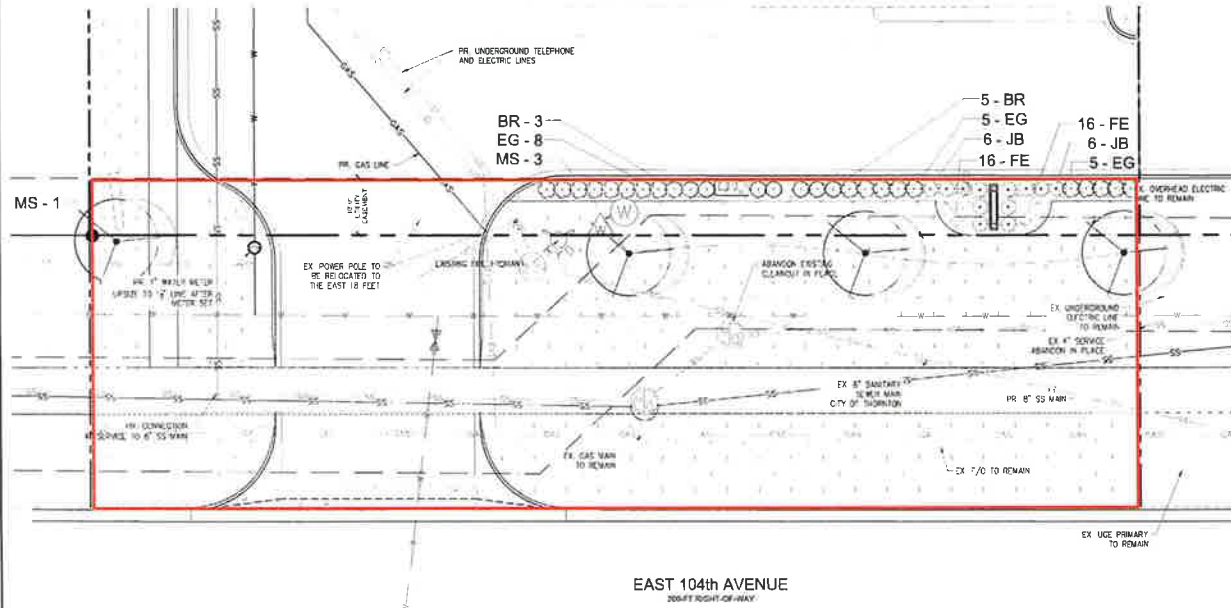
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.



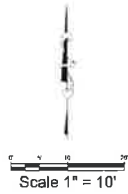
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkls.com

Project No: 190886	Drawn: CME Check: SLM	Date: 08/12/2020 Sheet 2 of 2
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LICENSED PROPERTY



EAST 104th AVENUE
200 FT RIGHT-OF-WAY



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	
	GS	2	GLEDITSIA TRIACANTHOS INERMIS SHADEMASTER TM SHADEMASTER LOCUST	CONT	1.5' GAL	MIN	
	MS	4	MALUS X SPRING SNOW SPRING SNOW CRAB APPLE	CONT	1.5' GAL	MIN	
	PH	3	PICEA PUNGENS HOOPSI HOOPSI BLUE SPRUCE	CONT		6' HT MIN	
	PH	3	Pinus nigra AUSTRALIAN BLACK PINE	CONT		6' HT MIN	
	TG	5	TILIA CORDATA GLENLEVEN GLENLEVEN LITTLELEAF LINDEN	CONT	1.5' GAL	MIN	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE	
	BR	8	Berberis thunbergii ROSE GLOW ROSY GLOW BARBERRY	5 GAL	3' OC		
	EG	18	ELONYMUS FORTUNEI GOLDEN PRINCE TM GOLDEN PRINCE EUONYMUS	5 GAL	3' OC		
	JB	12	JUNIPERUS HORIZONTALIS BLUE CHIP BLUE CHIP JUNIPER	5 GAL			
	FF	18	Potentilla fruticosa BUSH CINQUEFOIL	5 GAL			
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING	SPACING
	FE	32	Festuca glauca ELIJAH BLUE ELIJAH BLUE FESCUE	1 GAL			15" DIA
	RR	1,378 SF	RIVER ROCK RIVER ROCK MULCH OVER WEED FILTER FABRIC 2-4" DIA. MULTI-COLOR RIVER ROCK COBBLE				
SOONSEED	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING	SPACING
	BL	18,048 SF	Buchloe dactyloides LEGACY LEGACY BUFFALO GRASS WATER CONSERVING, WARM SEASON	SEED			

NOTES:
THE CONTRACTOR IS TO EXERCISE EXTREME CAUTION TO AVOID THE LOCATION AND/OR LAYOUT OF EXISTING UTILITIES AS SHOWN ON THIS PLAN. PLANS ARE BASED ON RECORD DRAWINGS PROVIDED BY THE LICENSED PROPERTY OWNER AND THE PROPERTY REPRESENTATIVE. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES.

IRMA CONVENIENCE
2205 E. 104TH AVE., NORTHGLEN, CO
LOT 1, 104th & IRMA CONVENIENCE
MINOR SUBDIVISION
August 5, 2020
SHEET 5 OF 8

