

RESOLUTION NO. 2051

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT
WITH THE COLORADO SCHOOL OF MINES AT 1733 MAPLE
STREET**

WHEREAS, the Colorado School of Mines is the owner of a property located at 1733 Maple Street, which property is the site of a proposed residential dormitory; and

WHEREAS, the Colorado School of Mines utilizes an underground system of steam and utility tunnels below portions of the city streets within the campus area; and

WHEREAS, the City of Golden, Colorado is the owner of the Maple Street and 17th Street right-of-way; and

WHEREAS, the Colorado School of Mines has requested authorization to extend the existing steam and utility tunnel system across 17th Street, continuing below a proposed sidewalk within the Maple Street right of way between 17th and 18th Streets; and

WHEREAS, the under-sidewalk portion of the Maple Street right-of-way requested for the private use is not otherwise being used for public municipal purposes; and

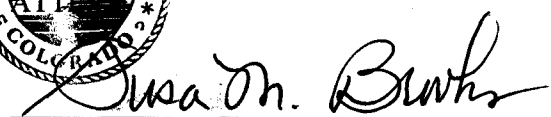
WHEREAS, the Colorado School of Mines wishes to agree as to certain conditions and provisions under which the affected portion of the public right-of-way of Maple Street and 17th Street may be utilized for the proposed purpose.

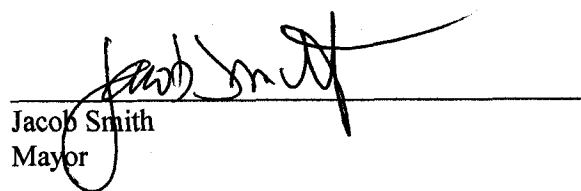
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

City Council hereby approves the license agreement between the City and Colorado School of Mines. The Mayor is authorized to execute on behalf of the City of Golden, a license agreement with the Colorado School of Mines, substantially in the form attached hereto as Exhibits A.

Adopted this 22nd day of April, 2010.



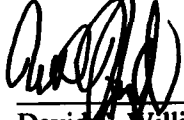

Susan M. Brooks, MMC
City Clerk


Jacob Smith
Mayor

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APPROVED AS TO FORM:



David S. Williamson
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 regular business meeting thereof held on the 22nd day of April, A.D., 2010.



ATTEST:



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

LICENSE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2010, 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 The Board of Trustees of the Colorado School of Mines, for an on behalf of the COLORADO SCHOOL OF MINES, whose address is 1500 Illinois Street, Golden, Colorado 80401.

A. The Colorado School of Mines, is the owner of Block 87, South Side of Clear Creek in the City of Golden a.k.a. 1733 Maple Street and the City of Golden is the owner of the 17th Street and Maple Street right-of-ways.

B. The Colorado School of Mines desires to continue the existing underground utility tunnel along Maple Street by crossing 17th Street and continuing under the Maple Street right-of way.

C. The parties hereto wish to agree as to the nature, terms and conditions under which the Colorado School of Mines may alter and construct improvements within the 17th Street and Maple Street right-of-ways.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND THE COLORADO SCHOOL OF MINES AGREE AS FOLLOWS:

1. License. The City grants to the Colorado School of Mines a non-exclusive revocable license to locate, construct and maintain within the affected right-of-way area described as follows:
Commencing at the southwest corner of Block 78, South of Clear Creek, thence from the point of beginning southerly across 17th Street along the westernly line of Block 87 a distance of 340 feet, thence westerly on a line perpendicular to the westerly line of Block 87 a distance of 15 feet to a point in Maple Street right-of-way, thence northerly along a line parallel to westerly line of Block 87 a distance of 340 feet to a point in 17th Street right-of-way, thence easterly 15 feet to the point of beginning.
2. Construction. Plans for the construction of the improvement which will be within the 17th Street and Maple Street right-of-way shall be submitted to and approved by the City. The design, construction and maintenance of the improvements shall be the sole responsibility of the Colorado School of Mines.

3. **Maintenance.** The Colorado School of Mines shall, at its expense, maintain the improvements in good condition including the landscape within the above described area.

4. **General Obligations with Respect to Initial Construction and Maintenance Work.**

- a. All work performed by the Colorado School of Mines 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 codes, rules and regulations of the City, if applicable.
- b. Inspection -- All work performed by the Colorado School of Mines within the right-of-way shall be subject to inspection by the City. The contractor performing the work shall apply for a curb, gutter and sidewalk permit prior to starting the work. The Colorado School of Mines shall promptly perform any reasonable remedial action as required by the City pursuant to the inspection.

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 herein. The execution of this license agreement shall not relieve the Colorado School of Mines from complying with provision of the Golden Municipal Code, if applicable, including compliance with zoning ordinances and subdivision regulations, if applicable, nor shall this Agreement be construed as approval by the City to construct the improvements contemplated by the Colorado School of Mines to the extent that City approvals or permits are otherwise required by the Golden Municipal Code or statute, if applicable. The execution of this license agreement, and the improvements constructed pursuant to this Agreement, shall not relieve the Colorado School of Mines, or otherwise be construed as a release or waiver, with respect to any already existing obligation, if any, of the Colorado School of Mines 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.** Either party may terminate this Agreement, with or without cause, by providing the other party with 120 days written notice. Upon termination, and at the request of the City, the Colorado School of Mines 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 Colorado School of Mines to substantially its former condition after said removal.

8. Assignment. With the prior written permission of the City, such permission not to be unreasonably withheld, the Colorado School of Mines may assign any or all of its duties and responsibilities set forth in this Agreement.

CITY OF GOLDEN

THE COLORADO SCHOOL OF MINES

Jacob Smith
Mayor

By: _____

Date:

ATTEST:

Susan M. Brooks
City Clerk

Date: