

RESOLUTION NO. 2275

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING AN AMENDED RIGHT OF WAY LICENSE AGREEMENT WITH TELEPORT COMMUNICATIONS AMERICA, LLC PERTAINING TO RIGHT OF WAY WITHIN AND NEAR THE CORPORATE CENTER BUSINESS PARK AND JOHNSON ROAD

WHEREAS, Teleport Communications America, LLC (formerly TCG Colorado) is a subsidiary of AT&T Corp, and thereby of AT&T Inc, authorized to construct and operate telecommunications facilities by the PSC; and

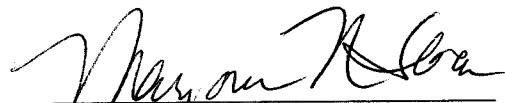
WHEREAS, the City, by Resolution 2217, approved a License Agreement to permit use of City right of way by TCG Colorado subject to certain terms conditions set forth in a license agreement; and

WHEREAS, Teleport Communications America, LLC desires to amend the License Agreement approved by Resolution 2217 to include an additional area of City right of way.

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


Section 1. The Amended License Agreement between the City of Golden and Teleport Communications America, LLC is approved in substantially the same form as the copy attached hereto as Exhibit A and made a part of this resolution. The Mayor is authorized to execute the agreement on behalf of the City of Golden.,

Adopted this 25th day of July, 2013.




Marjorie N. Sloan
Mayor





Susan M. Brooks, MMC
City Clerk

Approved as to form:



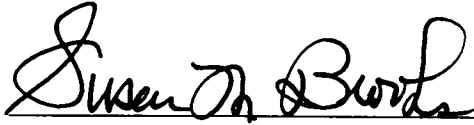
David S. Williamson
City Attorney

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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 business meeting thereof held on the 25th day of July, 2013.



ATTEST:


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

**AMENDED RIGHT-OF-WAY
LICENSE AGREEMENT**

THIS AGREEMENT is entered into this ___ day of _____, 2013 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 Teleport Communications America LLC (the "Licensee") whose address is One AT&T Way, Bedminster, NJ 07921.

A. The Licensee is the owner of communications facilities, consisting of underground conduits and fiber optic cable, ("Improvements") that it wishes to install and maintain within the City of Golden public right-of-way.

B. The City, by Resolution 2217, adopted on October 11, 2012, approved a right of way license agreement under which the Licensee may construct and maintain the Improvements within the City of Golden's public right-of-way.

C. Licensee desires to amend the Right of Way License Agreement approved by Resolution 2217 to include additional right of way areas.

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

1. License. The City grants to the Licensee a non-exclusive revocable license to locate, construct and maintain the Improvements within the affected right-of-way area that is more specifically identified in Exhibits A and B, attached hereto and incorporated herein by reference. Exhibit A represents the property included in the initial agreement, and Exhibit B includes the added area.

2. Construction. Plans for the construction of the Improvements shall be submitted to and approved by the City. Upon completion of construction, Licensee will provide "as-built" construction plans to the City that show the actual location of the Improvements in the right-of-way. The design, construction and maintenance of the Improvements shall be the sole responsibility of the Licensee.

3. Maintenance. The Licensee 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 Licensee 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 the Licensee 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 Licensee shall

promptly perform reasonable remedial action as required by the City pursuant to the inspection.

- c. Street Cut Permits- - Licensee shall comply with the "street-cut" requirement contained in Chapter 11.20 of the Golden Municipal Code.

5. Indemnification and Release. The Licensee shall indemnify, defend and save harmless the City against any and all liabilities, damages and claims which result from the design, construction or maintenance of the Improvements in the right-of-way.

6. 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 the Licensee from complying with provision of the Golden Municipal Code, including compliance with zoning ordinances and subdivision regulations nor shall this Agreement be construed as approval by the City to construct the improvements contemplated by the Licensee to the extent that City approvals or permits are otherwise required by the Golden Municipal Code or statute. The execution of this license agreement, and the improvements constructed pursuant to this agreement, shall not relieve the Licensee, or otherwise be construed as a release or waiver, with respect to any obligation of the Licensee to not interfere with the subjacent lateral support of the City's right-of-way.

7. 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.

8. Termination. Either party may terminate this Agreement, with or without cause, by providing the other party with ninety (90) days written notice. Upon termination, and at the request of the City, the Licensee 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 Licensee to substantially its former condition after said removal.

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

CITY OF GOLDEN

Teleport Communications America, LLC

Marjorie N. Sloan
Mayor

By: _____
Martin Lapointe
Senior Technical Project Manager

ATTEST:

Susan M. Brooks, MMC
City Clerk

EXHIBIT A

The following described centerline is a proposed alignment of conduit and communications facilities through the City of Golden, CO 80419. Actual "As-Built" location may vary and will fluctuate to avoid underground utilities and accommodate existing field conditions both above and below ground. Any such variations must be approved by the City in advance of installation.

Beginning 248.60 feet south and 506.27 feet west of the North ¼ corner of Section 11, Township 4 South, Range 70 West, 6th Prime Meridian, City of Golden, County of Jefferson, State of Colorado; thence S. 89°32'17" W. 105.14 feet, thence S. 00°09'15" E. 30.90 feet, thence S. 89°35'37" W. 141.68 feet, thence along a curve turning to the left with an arc length of 97.32 feet a radius of 55.97 feet and a chord of S. 36°54'51" W. 85.51 feet, thence S. 12°23'28" E. 641.35 feet, thence along a curve turning to the left with an arc length of 58.71 feet a radius of 67.34 feet and a chord of S. 40°40'01" E. 56.87 feet, thence S. 41°32'07" E. 16.97 feet, thence S. 40°11'48" E. 200.23 feet, thence S. 25°50'12" E. 17.68 feet, thence along a curve turning to the right with an arc length of 137.19 feet a radius of 313.00 feet and a chord of S. 13°16'48" E. 136.10 feet, thence S. 00°43'24" E. 205.05 feet, thence along a curve turning to the left with an arc length of 198.25 feet a radius of 287.00 feet and a chord of S. 20°30'45" E. 194.33 feet, thence S. 46°58'19" E. 16.43 feet, thence S. 48°46'37" E. 34.47 feet, thence S. 52°03'46" E. 45.40 feet, thence along a curve turning to the right with an arc length of 186.41 feet a radius of 207.50 feet and a chord of N.63°49'39" E. 180.21 feet, thence N.89°33'49" E. 538.29 feet, thence along a curve turning to the right with an arc length of 144.42 feet a radius of 211.50 feet and a chord of S. 70°52'27" E. 141.63 feet, thence along a compound curve turning to the right with an arc length of 92.02 feet a radius of 115.07 feet and a chord of S. 46°03'09" E. 89.58 feet, thence along a compound curve turning to the right with an arc length of 107.56 feet a radius of 222.00 feet and a chord of S. 13°44'18" E. 106.51 feet, thence S. 00°32'39" E. 340.47 feet, thence along a curve turning to the right with an arc length of 181.85 feet a radius of 316.22 feet and a chord of S. 14°29'19" W. 179.35 feet, thence S. 59°27'36" E. 59.26 feet, thence S. 59°27'36" E. 412.22 feet, thence S. 49°33'46" E. 333.81 feet, thence S. 35°31'59" W. 88.57 feet, thence S. 36°16'14" W. 66.89 feet, thence S. 31°16'53" W. 4.86 feet, thence S. 22°50'29" W. 37.95 feet, thence S. 24°09'09" W. 37.57 feet, thence S. 15°41'05" W. 30.57 feet, thence S. 12°06'24" W. 177.06 feet, thence S. 12°20'33" W. 1.29 feet, thence along a curve turning to the right with an arc length of 8.18 feet a radius of 20.00 feet and a chord of S. 24°03'37" W. 8.12 feet, thence S. 35°46'42" W. 8.35 feet, thence along a curve turning to the left with an arc length of 12.13 feet a radius of 50.00 feet and a chord of S. 28°49'34" W. 12.10 feet, thence S. 21°52'27" W. 156.71 feet, thence S. 47°09'54" W. 68.50 feet, thence S. 26°03'09" W. 43.67 feet to the terminus of said centerline.

Thence S. 89°32'17" W. 105.14 feet, thence S. 00°09'15" E. 30.90 feet, thence S. 89°35'37" W. 141.68 feet, thence along a curve turning to the left with an arc length of 95.74 feet a radius of 58.82 feet and a chord of S. 36°54'51" W. 85.51 feet, thence S. 12°23'28" E. 641.35 feet, thence along a curve turning to the left with an arc length of 58.71 feet a radius of 67.34 feet and a chord of S. 40°40'01" E. 56.87 feet, thence S. 41°32'07" E. 16.97 feet, thence S. 40°11'48" E. 200.23 feet, thence S. 25°50'12" E. 17.68 feet, thence along a curve turning to the right with an arc length of 137.19 feet a radius of 313.00 feet and a chord of S. 13°16'48" E. 136.10 feet, thence S. 00°43'24" E. 205.05 feet, thence along a curve turning to the left with an arc length of 198.25 feet a radius of 287.00 feet and a chord of S. 20°30'45" E. 194.33 feet, thence S. 46°58'19" E. 16.43 feet, thence S. 48°46'37" E. 34.47 feet, thence S. 52°03'46" E. 45.40 feet, thence along a curve turning to the right with an arc length of 186.41 feet a radius of 207.50 feet and a chord of

N.63°49'39" E. 180.21 feet, thence N.89°33'49" E. 538.29 feet, thence along a curve turning to the right with an arc length of 144.42 feet a radius of 211.50 feet and a chord of S. 70°52'27" E. 141.63 feet, thence along a compound curve turning to the right with an arc length of 92.02 feet a radius of 115.07 feet and a chord of S. 46°03'09" E. 89.58 feet, thence along a compound curve turning to the right with an arc length of 107.56 feet a radius of 222.00 feet and a chord of S. 13°44'18" E. 106.51 feet, thence S. 00°32'39" E. 340.47 feet, thence along a curve turning to the right with an arc length of 181.85 feet a radius of 316.22 feet and a chord of S. 14°29'19" W. 179.35 feet, thence S. 59°27'36" E. 59.26 feet, thence S. 59°27'36" E. 412.22 feet, thence S. 59°56'04" E. 322.67 feet, thence S. 26°31'29" W. 53.15 feet, thence S. 35°30'00" W. 95.00 feet, thence S. 36°05'04" W. 67.70 feet, thence S. 31°00'34" W. 595.27 feet, thence S. 58°59'26" E. 61.06 feet, thence S. 79°54'00" E. 28.00 feet, thence along a curve turning to the left with an arc length of 13.33 feet a radius of 11.22 feet and a chord of N.35°39'56" E. 12.56 feet to the terminus of said centerline.

Exhibit B

Proposed Running Line From Station 0+00 to 25+15

Beginning 3,528.60 feet North and 495 feet East of the West ¼ Corner of Section 2, Township 4 South, Range 70 West, Sixth Meridian Colorado (Basis of Bearing = U.S. State Plane 1983, Colorado Central Zone); thence along a proposed telecommunications line for all of the following courses (at grid distances): N.53°56'31" E. 5.99 feet, thence N.42°59'28" E. 9.40 feet, thence S. 36°53'41" E. 9.46 feet, thence S. 50°02'38" E. 90.96 feet, thence along a curve turning to the right with an arc length of 104.26 feet a radius of 63.56 feet and a chord of S. 03°03'11" E. 92.96 feet, thence S. 43°56'16" W. 98.47 feet, thence S. 42°24'17" W. 53.24 feet, thence S. 39°20'20" W. 53.24 feet, thence S. 37°48'21" W. 51.53 feet, thence S. 35°34'20" W. 46.85 feet, thence S. 31°06'18" W. 46.85 feet, thence S. 26°28'24" W. 66.10 feet, thence with a curve turning to the left with an arc length of 549.24 feet a radius of 799.65 feet and a chord of S. 04°20'13" W. 538.51 feet, thence S. 13°51'07" E. 417.37 feet, thence S. 12°06'51" E. 147.46 feet, thence S. 14°00'28" E. 299.56 feet, thence along a curve turning to the right with an arc length of 188.83 feet a radius of 459.00 feet and a chord of S. 02°13'19" E. 187.50 feet, thence S. 09°38'32" W. 270.57 feet, thence N.81°18'34" W. 6.00 feet to the road right-of-way at Running Line Station 25+15.

Proposed Running Line From Station 16+70 to 44+43

Also Beginning 55 feet West and 32.5 feet North of the West ¼ Corner of Section 2, Township 4 South, Range 70 West, Sixth Meridian Colorado (Basis of Bearing = U.S. State Plane 1983, Colorado Central Zone); thence along a proposed telecommunications line for all of the following courses (at grid distances): S. 01°01'13" E. 57.50 feet, thence N.88°58'47" E. 57.86 feet, thence with a curve turning to the left with an arc length of 20.16 feet a radius of 9.55 feet and a chord of N.88°58'47" E. 16.62 feet, thence N.88°58'47" E. 922.32 feet, thence S. 68°31'13" E. 5.36 feet, thence S. 23°31'13" E. 5.36 feet, thence N.21°28'47" E. 5.36 feet, thence N.66°28'47" E. 5.36 feet, thence N.89°11'27" E. 1282.76 feet, thence N.89°22'47" E. 327.98 feet, thence S. 76°22'29" E. 63.95 feet, thence S. 00°24'49" E. 12.22 feet, thence N.89°35'11" E. 5.06 feet, thence N.00°36'43" E. 13.45 feet to a power pole at Running line station 44+43 (and 44+54.68) located on the southeast corner of the intersection of West 10th Ave. and Ulysses Street.

