

**RESOLUTION NO. 1238**

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
ACCEPTING AN EASEMENT AGREEMENT FOR THE SOUTH  
GOLDEN ROAD TRAIL**

WHEREAS, the City of Golden has a trail master plan; and

WHEREAS, the completion of the South Golden Road Trail is a part of that plan; and

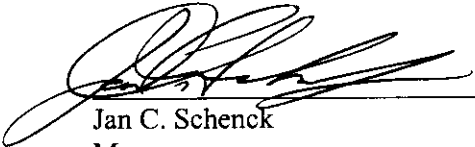
WHEREAS, the construction of the South Golden Road Trail necessitates an easement related to property behind Pizza Hut and across Summit View Village Apartments property; and

WHEREAS, the needed property is owned by Summit View Village Apartments, LLC; Skyline Business, LLC; Summit View Storage, LLC; R. Michael Niemann and Have Fun, Inc., which owners have agreed to grant needed easements to allow the trail connections to be completed.


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

The Easement Agreement between Summit View Village Apartments, LLC; Skyline Business, LLC; Summit View Storage, LLC; R. Michael Niemann and Have Fun, Inc., as attached hereto, as Exhibit A, to provide an easement for South Golden Road trail is approved. The City Manager is authorized to execute the Easement Agreement on behalf of the City.

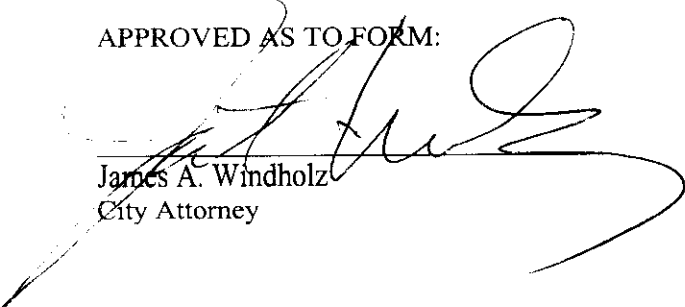
Adopted the 11th day of October 2001.

  
Jan C. Schenck  
Mayor

ATTEST:

  
Susan M. Brooks, MMC  
City Clerk

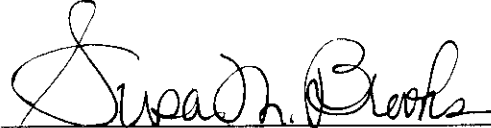
APPROVED AS TO FORM:

  
James A. Windholz  
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 meeting thereof held on the 11<sup>th</sup> day of October, A.D., 2001.

(SEAL)

ATTEST:

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

## AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2001, between the **CITY OF GOLDEN**, State of Colorado, a Colorado home rule municipality (the City), **SUMMIT VIEW VILLAGE APARTMENTS, LLC**, a Colorado limited liability company (Summit View), **SKYLINE BUSINESS CENTER, LLC**, (Skyline Business Center), **SUMMIT VIEW STORAGE, LLC**, a Colorado limited liability company, (Summit View Storage), **R. MICHAEL NIEMANN** (Mr. Niemann) and **HAVE FUN, INC.**, a Colorado corporation (Have Fun) and **FANNIE MAE**, (Lender).

**WHEREAS** Summit View holds legal title to the real property described as Parcel B REV 1, also known as Lot 3, Summit View Village Subdivision Filing No. 1, in Exhibit A attached (Parcel B); and

**WHEREAS** Skyline Business Center holds a contract to acquire legal title to the real property described as Parcel A-1 in Exhibit A-1 and Exhibit B-1 Sheet 3 of 3; and

**WHEREAS** Summit View Storage holds a contract to acquire legal title to the real property described as Parcel A-2 in Exhibit A-2 and Exhibit B-1 Sheet 3 of 3; and

**WHEREAS** the Lender is the holder of a promissory note secured by deed of trust on Parcel B; and

**WHEREAS** Mr. Niemann holds legal title to the real property described in Exhibit C attached (the Pizza Hut Property); and

**WHEREAS** Have Fun is lessee of the Pizza Hut Property and operates a pizza restaurant thereon; and

**WHEREAS** the City has constructed certain improvements to South Golden Road in the vicinity of the Pizza Hut Property and Parcel B; and

**WHEREAS** some of said improvements constructed by the City are on a parcel described as Parcel B-E-G which is part of Parcel B, Parcel B-E-G being more fully described in Exhibit B-1 attached;

**WHEREAS** the parties have reached agreement concerning certain rights and obligations which the parties will have with regard to Parcel B-E-G and desire to reduce their agreement to writing,

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the parties as follows:

1. **RECITALS.** The foregoing recitals incorporated herein are true and correct.

2. **RIGHT-OF-WAY EASEMENT TO THE CITY.**

(a) Summit View shall and hereby does grant to the City a NON-EXCLUSIVE easement over, upon, across and through that part of Parcel B-E-G as shown and described in Exhibit B-1 upon which the City has constructed or may construct a diversion median, curb, gutter, sidewalks, asphalt and median improvements, facilities and conduits for irrigation, piping and electrical wiring (collectively referred to hereafter as the "City Improvements." Said easement shall be and is granted only for the purpose of operating, maintaining, repairing and renovating said City Improvements located or to be located on Parcel B-E-G. Summit View reserves the right to use said Parcel B-E-G and to grant and convey other rights, interests and easements with regard to Parcel B-E-G not inconsistent with the City's rights as herein granted.

(b) Subject to annual appropriation by City council, the City shall provide routine maintenance and repair of the improvements constructed by the City on Parcel B-E-G in a good and workmanlike manner, provided that the City's obligation of maintenance and repair shall be limited to the maintenance and repair of curb, gutter, sidewalks, asphalt and median improvements within Parcel B-E-G.

(c) Skyline Business Center and Summit View Storage consent to the granting of said easement.

(d) Mr. Niemann and Have Fun consent to the granting of said easement.

(e) The Lender hereby agrees and consents to the granting of the said easement as set forth herein and acknowledges its deed of trust is subject to said easement.

3. **RIGHT-OF-WAY EASEMENT TO PIZZA HUT.**

(a) Summit View shall and hereby does grant to Mr. Niemann and Have Fun a NON-EXCLUSIVE right-of-way easement over, upon, across and through Parcel B-E-G as shown and described in Exhibit B-1. Said easement shall be and is granted only for the purpose of providing ingress, egress and access for vehicles and pedestrians going to and from the Pizza Hut Property. Summit View reserves the right to grant and convey other rights, interests and easements with regard to Parcel B-E-G.

(b) Said easement shall not be used by Mr. Niemann or Have Fun or its customers, invitees, suppliers, employees, or others for parking of vehicles. Mr. Niemann and Have Fun shall take such action as may be required to cause said

customers, invitees, suppliers, employees, or others to comply with the provisions of this paragraph 3.

(c) Skyline Business Center and Summit View Storage consent to the granting of said easement.

(d) The City consents to the granting of said easement.

(e) The Lender hereby agrees and consents to the granting of the said easement as set forth herein and acknowledges its deed of trust is subject to said easement.

4. **SET BACKS.** Any provision of this Agreement to the contrary notwithstanding, Summit View Storage as the owner of Parcel A-2, shall have the right to construct improvements on Parcel A-2 based upon set-back requirements of the City without regard to the easement granted herein.

5. **BERM.** A berm or barrier for the purpose of screening Parcel B from the Pizza Hut Property has been constructed. The City shall provide up to \$1,000 in matching funds for the placement of trees and other landscaping on the berm. Thereafter, Summit View shall be responsible for maintenance of said berm and landscaping.

6. **PIZZA HUT ACCESS.** Pizza Hut acknowledges that the access which it has and will have as the result of this Agreement is adequate.

#### 7. **REPRESENTATIONS.**

(a) Summit View represents that it has legal title to Parcel B, also known as Lot 3, which includes Parcel B-E-G, that it is authorized to enter into this Agreement, that Richard A. Billings or James A. Billings is authorized to act in behalf of Summit View in connection with this Agreement and that upon execution this Agreement will be binding upon Summit View.

(b) Skyline Business Center represents that it has a contract to acquire legal title to Parcel A-1, that it is authorized to enter into this Agreement, that Richard A. Billings or James A. Billings is authorized to act in behalf of Skyline Business Center in connection with this Agreement and that upon execution this Agreement will be binding upon Skyline Business Center.

(c) Summit View Storage represents that it has a contract to acquire legal title to Parcel A-2, that it is authorized to enter into this Agreement, that Richard A. Billings or James A. Billings is authorized to act in behalf of Summit View Storage in connection with this Agreement and that upon execution this Agreement will be binding upon Summit View Storage.

(d) Mr. Niemann, individually and as President of Have Fun, represents that he is authorized to enter into this Agreement, that he is authorized to act in behalf of Have Fun in connection with this Agreement and that upon execution this Agreement will be binding upon Mr. Niemann and Have Fun.

(e) The City and the person signing in its behalf represent that they are authorized to enter into this Agreement, that the person signing in behalf of the City is authorized to act in behalf of the City in connection with this Agreement and that upon execution this Agreement will be binding upon the City.

(f) The Lender and the person signing in its behalf represent that they are authorized to enter into this Agreement, that the person signing in behalf of the Lender is authorized to act in behalf of the Lender in connection with this Agreement and that upon execution this Agreement will be binding upon the Lender.

8. **SURVIVAL.** All representations, obligations, warranties, liabilities, covenants and agreements as set forth in this Agreement shall survive the consummation of the transaction contemplated by this Agreement.

9. **INSURANCE.** Mr. Niemann, Have Fun and Summit View shall maintain adequate insurance, including but not limited to public liability, to protect the parties and each of them from any claims or causes arising out of the activities of that party in connection with this Agreement and shall provide proof of such insurance to the other parties upon request.

10. **DEFAULT.** In the event any party to this Agreement shall claim any other party to be in default of the terms and conditions of this Agreement or any other documents executed and delivered pursuant thereto, any covenant to be performed therein, or payment of any amount due thereunder, the party claiming default shall give notice to all other parties in writing stating in reasonable detail the default alleged to have occurred. Said notice shall be mailed to all other parties at their addresses shown herein and any other last known address of said party. The party alleged to be in default shall have a period of ten (10) days after mailing of said notice within which to cure or correct such default, and in the event the same shall be so cured or corrected, then this Agreement shall continue in full force and effect. In the event the party alleged to be in default shall not cure or correct such default or shall not advise the party claiming default in writing as to the reasons the party alleged to be in default does not believe such default exists, the party not in default shall be entitled to cease performance of its covenants and promises herein, at its option; however, this Agreement shall not be terminated. Notwithstanding such default and notice, the party not in default shall be entitled to enforce the terms and conditions hereof by appropriate legal action and may seek specific performance, or damages, or both.

11. **NOTICE.** In the event any party is required or wishes to give notice to any other party shall be in writing and may be personally delivered or given or made by overnight courier such as Federal Express or by facsimile or made by United States mail addressed as follows:

(a) **To the City:** Dan Hartman  
Director of Public Works  
911 10th Street  
Golden, Colorado 80401  
Telephone: 303-384-8151  
Facsimile: 303-384-8161

**With copy to:** David S. Williamson, Esq.  
Windholz and Associates  
Attorneys at Law  
1650 38th Street  
Suite 103 West  
Boulder, Colorado 80301  
Telephone: 303-443-3100  
Facsimile: 303-443-7835

(b) **To Summit View,  
Skyline Business  
Center, and  
Summit View  
Storage** Richard A. Billings  
James A. Billings  
143 Union Boulevard, Suite 550  
Lakewood, Colorado 80228  
Telephone: 303-986-1500  
Facsimile: 303-989-8073

**With copy to:** Robert G. Pierce  
Butler, Landrum and Pierce, P.C.  
720 Kipling, Suite 201  
Lakewood, Colorado 80215  
Telephone: 303-232-3888  
Facsimile: 303-232-3892

(c) **To Mr. Niemann  
and Have Fun:** R. Michael Niemann  
Have Fun, Inc.  
451 Steele Street  
Denver, CO 80206  
Telephone: 720-635-0634  
Facsimile: 303-322-3477

(d) To Lender: **Fannie Mae**

\_\_\_\_\_  
\_\_\_\_\_


12. **ATTORNEYS FEES AND COSTS.** In the event of any breach of any of the covenants herein contained, the party committing such breach shall be liable for attorneys' fees and costs incurred by the other parties in connection therewith. If any party institutes litigation to interpret or enforce this Agreement, or to recover damages for breach of this Agreement, or for any other reason arising out of this Agreement, the prevailing party shall be entitled to recover costs of suit, and reasonable attorney fees from the non-prevailing party or parties.

13. **GRANTEES AND ASSIGNS.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective grantees, legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

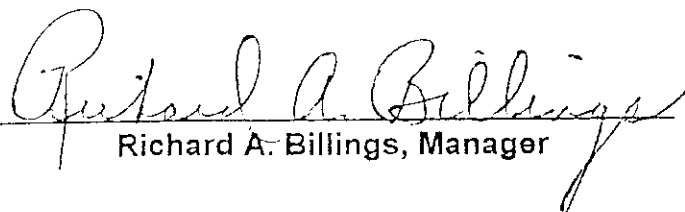
14. **ENTIRE AGREEMENT.** The above and foregoing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding upon any of the parties hereto with respect to the subject matter of this instrument.

**IN WITNESS WHEREOF,** the parties hereto have executed the within Agreement as of the day and year first above written.

**THE CITY OF GOLDEN  
STATE OF COLORADO**

By:  \_\_\_\_\_  
Its

**SUMMIT VIEW VILLAGE APARTMENTS, LLC,  
a Colorado limited liability company**

By:  \_\_\_\_\_  
Richard A. Billings, Manager



**SKYLINE BUSINESS CENTER, LLC,  
a Colorado limited liability company**

By: \_\_\_\_\_  
**James A. Billings, Manager**

**SUMMIT VIEW STORAGE, LLC,  
a Colorado limited liability company**

By: \_\_\_\_\_  
**James A. Billings, Manager**

**HAVE FUN, INC.**

By: *R. Michael Niemann*  
**R. Michael Niemann, President**

*R. Michael Niemann*  
**R. Michael Niemann, Individually**

**LENDER:**

**FANNIE MAE**

By: \_\_\_\_\_

SKYLINE BUSINESS CENTER, LLC,  
a Colorado limited liability company

By: James A. Billings  
James A. Billings, Manager

SUMMIT VIEW STORAGE, LLC,  
a Colorado limited liability company

By: James A. Billings  
James A. Billings, Manager

HAVE FUN, INC.

By: \_\_\_\_\_  
R. Michael Niemann, President

\_\_\_\_\_  
R. Michael Niemann, Individually

LENDER:

FANNIE MAE

By: \_\_\_\_\_

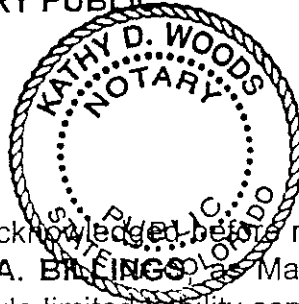
STATE OF COLORADO )  
 )  
COUNTY OF JEFFERSON ) ss.

THE FOREGOING AGREEMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Golden, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF COLORADO )  
 )  
COUNTY OF JEFFERSON ) ss.

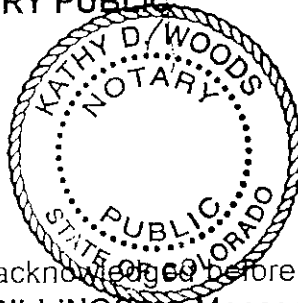


THE FOREGOING AGREEMENT was acknowledged before me this 27th day of September, 2001, by RICHARD A. BILLINGS as Manager of SUMMIT VIEW VILLAGE APARTMENTS, LLC, a Colorado limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

Kathy D. Woods  
NOTARY PUBLIC

STATE OF COLORADO )  
 )  
COUNTY OF JEFFERSON ) ss.



THE FOREGOING AGREEMENT was acknowledged before me this 27th day of September, 2001, by JAMES A. BILLINGS, as Manager of SUMMIT VIEW STORAGE, LLC, a Colorado limited liability company, and as Manager of SKYLINE BUSINESS CENTER, LLC, a Colorado limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

Kathy D. Woods  
NOTARY PUBLIC

STATE OF COLORADO            )  
  )  
COUNTY OF JEFFERSON        )        ss.

THE FOREGOING AGREEMENT was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2001, by R. MICHAEL NIEMANN, Individually and R. MICHAEL  
NIEMANN, as President of HAVE FUN, INC.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF                                )  
  )  
COUNTY OF                            )        ss.

THE FOREGOING AGREEMENT was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2001, by \_\_\_\_\_, as  
\_\_\_\_\_ of FANNIE MAE, Lender.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A-1

AGREEMENT BETWEEN CITY OF GOLDEN,  
SUMMIT VIEW VILLAGE APARTMENTS, LLC,  
SKYLINE BUSINESS CENTER, LLC,  
SUMMIT VIEW STORAGE, LLC, R. MICHAEL  
NIEMANN, HAVE FUN, INC. AND FANNIE MAE

Sheet 1 of 3

(A.K.A. LOT 1, SUMMIT VIEW VILLAGE SUBDIVISION FILING NO. 1)

A PARCEL OF LAND LOCATED IN THE SW1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH P.M., SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTH GOLDEN ROAD AS RECORDED APRIL 7, 1971 IN BOOK 2250 AT PAGES 351-353, OF THE RECORDS OF JEFFERSON COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH P.M.;

THENCE N 89°54'30" E ALONG THE SOUTH LINE OF SECTION 35, 1319.77 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 35;

THENCE N 00°23'30" W, 171.68 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTH GOLDEN ROAD;

THENCE N 49°56'30" W, 71.57 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING;

THENCE N 49°56'30" W, 172.17 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE;

THENCE S 40°03'30" W, 169.91 FEET;

THENCE S 49°56'30" E, 122.32 FEET;

THENCE S 34°35'37" E, 64.00 FEET;

THENCE N 74°08'47" E, 10.94 FEET;

THENCE N 40°03'30" E, 105.00 FEET;

THENCE N 49°56'30" W, 18.00 FEET;

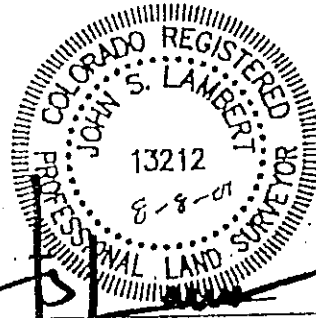
THENCE N 40°03'30" E, 72.79 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL A1 REV 1 CONTAINS 31,600 SQUARE FEET (0.725 ACRES), MORE OR LESS.

FOR THE PURPOSES OF THIS DESCRIPTION THE BASIS OF BEARINGS IS THE COMMON LINE BETWEEN THE SW 1/4 SAID SECTION 35 AND THE NW 1/4 SAID SECTION 2 WITH AN ASSUMED BEARING OF N 89°54'30" E.

EXHIBIT A AS ATTACHED HERETO IS MADE A PART HEREOF.

THE AUTHOR OF THIS DESCRIPTION IS MR. JOHN S. LAMBERT, PLS 13212, PREPARED ON BEHALF OF SELLARDS & GRIGG, INC., 390 UNION BOULEVARD, SUITE 630, LAKEWOOD, CO 80228, ON AUGUST 7, 2001 UNDER S&G NO. 2000654-23 AND IS NOT TO BE CONSTRUED AS REPRESENTING A MONUMENTED LAND SURVEY.



MR. JOHN S. LAMBERT, PLS 13212

P:\Engineering\2000654Billings\23\parcel a1 rev.DOC

P:\SURVEY\Projects R2\2000654-23\BILLINGS SUB PLAT\dwg\PARCEL 08/07/01 01:34:49 PM MDT

EXHIBIT A-1

SHEET 3 OF 3

PARCEL A1 REV1

31,600 SQUARE FEET (0.725 AC.) M/L

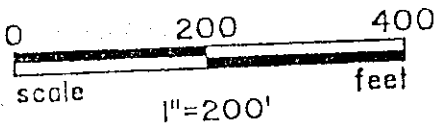
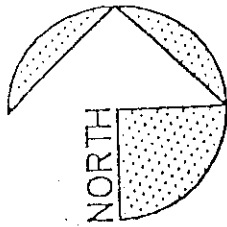
SOUTHWEST CORNER  
SECTION 35, T3S, R70W.

N89°54'30"E 1319.77'  
(BASIS OF BEARINGS)

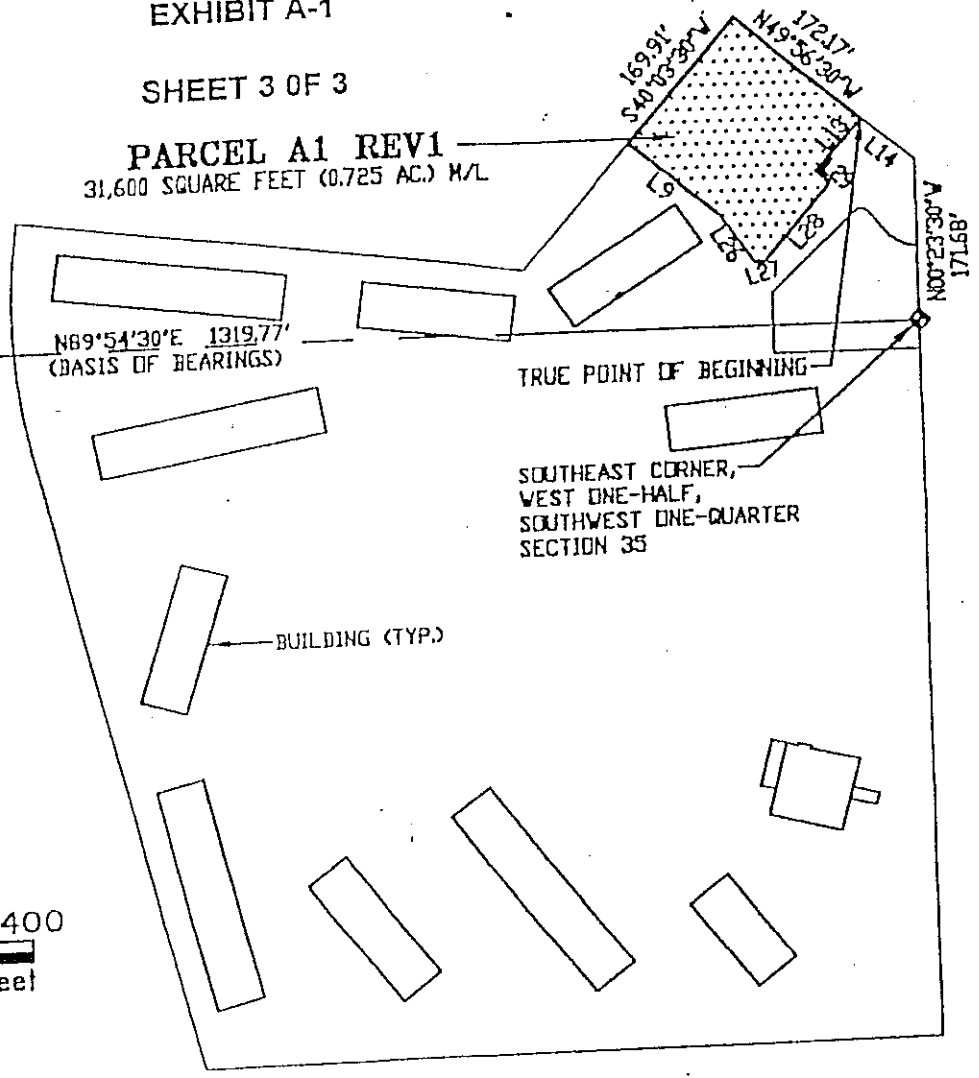
TRUE POINT OF BEGINNING

SOUTHEAST CORNER,  
WEST ONE-HALF,  
SOUTHWEST ONE-QUARTER  
SECTION 35

BUILDING (TYP.)



LINE TABLE		
LINE	BEARING	LENGTH
L9	S49°56'30"E	122.32'
L13	N40°03'30"E	72.79'
L14	N49°56'30"W	71.57'
L26	S34°35'37"E	64.00'
L27	N74°08'47"E	10.94'
L28	N40°03'30"E	105.00'
L29	N49°56'30"W	10.00'



Sellards  
&  
Grigg, Inc.

CONSULTING ENGINEERS /  
LAND SURVEYORS

390 Union Boulevard  
Suite 630  
Lakewood, Colorado 80228

Phone: 303-986-1444  
FAX: 303-986-0994  
www.sandg4.com

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EXHIBIT A-2

AGREEMENT BETWEEN CITY OF GOLDEN,  
SUMMIT VIEW VILLAGE APARTMENTS, LLC,  
SKYLINE BUSINESS CENTER, LLC,  
SUMMIT VIEW STORAGE, LLC, R. MICHAEL  
NIEMANN, HAVE FUN, INC. AND FANNIE MAE

PARCEL A-2

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH,  
RANGE 70 WEST OF THE 6TH P.M., SOUTH OF THE SOUTHWESTERLY RIGHT OF  
WAY LINE OF SOUTH GOLDEN ROAD AS RECORDED APRIL 7, 1971 IN BOOK 2250  
AT PAGES 351-353, OF THE RECORDS OF JEFFERSON COUNTY, COLORADO, AND IN  
THE WEST 1/2 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 70 WEST  
OF THE 6TH P.M. DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 4 SOUTH,  
RANGE 70 WEST OF THE 6TH P.M.;

THENCE N 89°54'30" E ALONG THE NORTH LINE OF SECTION 2, 1319.77 FEET TO  
THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NW 1/4 OF SECTION 2;  
THENCE N 00°23'30" W, 79.68 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST  
NORTHEAST, HAVING A RADIUS OF 53.26 FEET, A DISTANCE OF 43.03 FEET (THE  
CHORD OF WHICH BEARS N 59°32'43" W, 41.87 FEET);  
THENCE N 36°24'09" W, 21.44 FEET;  
THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE  
SOUTH, HAVING A RADIUS OF 10.50 FEET, A DISTANCE OF 18.09 FEET (THE CHORD  
OF WHICH BEARS N 85°46'16" W, 15.94 FEET);  
THENCE S 44°51'37" W, 120.48 FEET;  
THENCE S 00°23'30" E, 66.91 FEET;  
THENCE N 89°36'30" E, 150.00 FEET;  
THENCE N 00°23'30" W, 111.64 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL A2 CONTAINS 17,830 SQUARE FEET (0.410 ACRES), MORE OR LESS.

FOR THE PURPOSES OF THIS DESCRIPTION THE BASIS OF BEARINGS IS THE  
COMMON LINE BETWEEN THE SW 1/4 SAID SECTION 35 AND THE NW 1/4 SAID  
SECTION 2 WITH AN ASSUMED BEARING OF N 89°54'30" E.



EXHIBIT B

AGREEMENT BETWEEN CITY OF GOLDEN,  
SUMMIT VIEW VILLAGE APARTMENTS, LLC,  
SKYLINE BUSINESS CENTER, LLC,  
SUMMIT VIEW STORAGE, LLC, R. MICHAEL  
NIEMANN, HAVE FUN, INC. AND FANNIE MAE

SHEET 1 OF 3

PARCEL B REV 1  
(A.K.A. LOT 3, SUMMIT VIEW VILLAGE SUBDIVISION FILING NO. 1)

A PARCEL OF LAND LOCATED IN THE SW1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH P.M., SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTH GOLDEN ROAD AS RECORDED APRIL 7, 1974 IN BOOK 2250 AT PAGES 351-353, OF THE RECORDS OF JEFFERSON COUNTY, COLORADO, AND EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF JOHNSON ROAD RELOCATION AS RECORDED SEPTEMBER 10, 1971 IN BOOK 2296 AT PAGES 882-885 OF SAID COUNTY RECORDS AND IN THE WEST 1/2 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE 6TH P.M., EAST OF THE EASTERLY RIGHT OF WAY LINE OF SAID JOHNSON ROAD AND NORTH OF THE NORTHERLY BOUNDARY LINE OF THE JOHNSON ELEMENTARY SCHOOL PROPERTY OF JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1 AS RECORDED MAY 25, 1959 IN BOOK 1195 AT PAGES 368-369, OF SAID COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE 6TH P.M.;

THENCE N 89°54'30" E ALONG THE NORTH LINE OF SECTION 2, 1319.77 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NW 1/4 OF SECTION 2; THENCE S 00°23'30" E ALONG THE EAST LINE OF THE WEST 1/2 OF THE NW 1/4 OF SECTION 2, 31.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S 00°23'30" E, 743.04 FEET ALONG SAID EAST LINE TO A POINT ON THE NORTH LINE OF JOHNSON ELEMENTARY SCHOOL PROPERTY;

THENCE S 89°54'30" W ALONG SAID NORTH LINE, 759.21 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JOHNSON ROAD;

THENCE N 20°09' W ALONG SAID EASTERLY RIGHT OF WAY LINE, 10.07 FEET;

THENCE N 13°52' W ALONG SAID EASTERLY RIGHT OF WAY LINE, 395.01 FEET;

THENCE N 13°04'45" W ALONG SAID EASTERLY RIGHT OF WAY LINE, 279.24 FEET;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 702.96 FEET, A DISTANCE OF 253.56 FEET (THE CHORD OF THIS ARC BEARS N 02°44'55" W, 252.13 FEET);

THENCE S 82°05'50" E, 525.78 FEET;

THENCE N 40°03'30" E, 170.09 FEET;

THENCE S 49°56'30" E, 122.32 FEET;

THENCE S 34°35'37" E, 64.00 FEET;

THENCE N 74°08'47" E, 10.94 FEET;

THENCE N 40°03'30" E, 105.00 FEET;

THENCE N 49°56'30" W, 18.00 FEET;

THENCE N 40°03'30" E, 72.79 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTH GOLDEN ROAD;

THENCE S 49°56'30" E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 71.57 FEET;

Sellards & Grigg, Inc.

THENCE S 00°23'30" E, 92.00 FEET;  
 THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING  
 A RADIUS OF 53.26 FEET, A DISTANCE OF 43.03 FEET (THE CHORD OF WHICH BEARS  
 N 59°32'43" W, 41.87 FEET);  
 THENCE N 36°24'09" W, 21.44 FEET;  
 THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH,  
 HAVING A RADIUS OF 10.50 FEET, A DISTANCE OF 18.09 FEET (THE CHORD OF WHICH  
 BEARS N 85°46'16" W, 15.94 FEET);  
 THENCE S 44°51'37" W, 120.48 FEET;  
 THENCE S 00°23'30" E, 66.91 FEET;  
 THENCE N 89°36'30" E, 150.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL B REV 1 CONTAINS 756,370 SQUARE FEET (17.364 ACRES), MORE OR LESS.

FOR THE PURPOSES OF THIS DESCRIPTION THE BASIS OF BEARINGS IS THE COMMON LINE BETWEEN THE SW 1/4 SAID SECTION 35 AND THE NW 1/4 SAID SECTION 2 WITH AN ASSUMED BEARING OF N 89°54'30" E.

EXHIBIT A AS ATTACHED HERETO IS MADE A PART HEREOF.

THE AUTHOR OF THIS DESCRIPTION IS MR. JOHN S. LAMBERT, PLS 13212, PREPARED ON BEHALF OF SELLARDS & GRIGG, INC., 390 UNION BOULEVARD, SUITE 630, LAKEWOOD, CO 80228, ON AUGUST 7, 2001 UNDER S&G NO. 2000654-23 AND IS NOT TO BE CONSTRUED AS REPRESENTING A MONUMENTED LAND SURVEY.

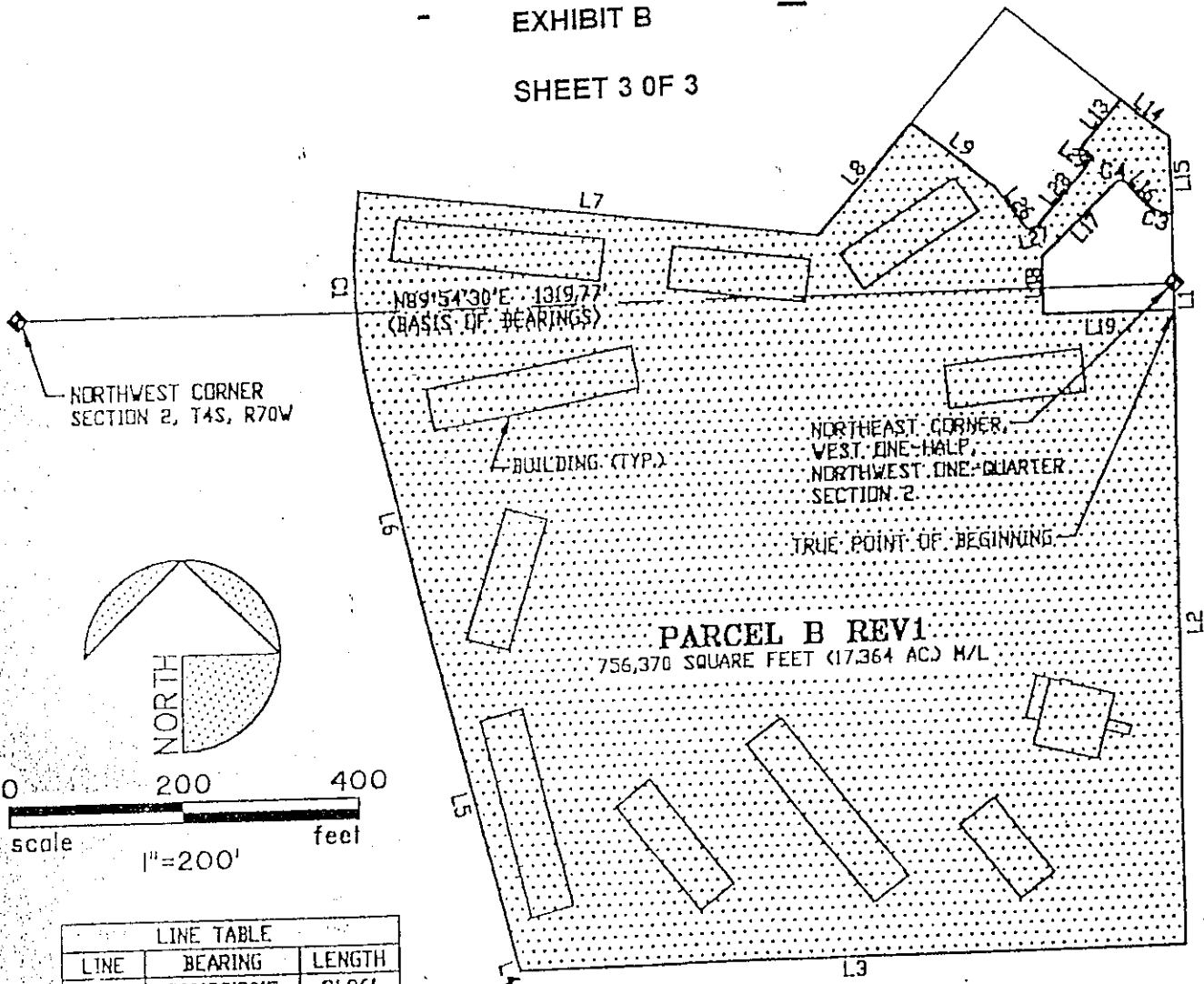


MR. JOHN S. LAMBERT, PLS 13212

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P:\SURV\Projects R2\2000554-23\BILLINGS SUB PLAT\DWG\PARCEL 08/07/01 11:31:13 AM MDT

EXHIBIT B  
SHEET 3 OF 3



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°23'30"E	31.96'
L2	S00°23'30"E	743.04'
L3	S89°54'30"W	759.21'
L4	N20°09'00"W	10.07'
L5	N13°52'00"W	395.01'
L6	N13°44'45"W	279.24'
L7	S82°05'50"E	525.78'
L8	N40°03'30"E	170.09'
L9	S49°56'30"E	122.32'
L13	N40°03'30"E	72.79'
L14	S49°56'30"E	71.57'
L15	S00°23'30"E	92.00'
L16	N36°24'09"W	21.44'
L17	S44°51'37"W	120.48'
L18	S00°23'30"E	66.91'
L19	N89°36'30"E	150.00'
L26	S34°35'37"E	64.00'
L27	N74°08'47"E	10.94'
L28	N40°03'30"E	105.00'
L29	N49°56'30"W	18.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C1	702.96	20°39'45"	253.56	N02°44'55"W	252.13
C3	53.26	46°17'09"	43.03	N59°32'43"W	41.87
C4	10.50	90°44'14"	18.09	N85°46'16"W	15.94

Sellards & Grigg, Inc.

CONSULTING ENGINEERS / LAND SURVEYORS

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Lakewood, Colorado 80228

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EXHIBIT B-1

AGREEMENT BETWEEN CITY OF GOLDEN,  
SUMMIT VIEW VILLAGE APARTMENTS, LLC,  
SKYLINE BUSINESS CENTER, LLC,  
SUMMIT VIEW STORAGE, LLC, R. MICHAEL  
NIEMANN, HAVE FUN, INC. AND FANNIE MAE

SHEET 1 OF 3

PARCEL B-E-G

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH,  
RANGE 70 WEST OF THE 6TH P.M., SOUTH OF THE SOUTHWESTERLY RIGHT OF  
WAY LINE OF SOUTH GOLDEN ROAD AS RECORDED APRIL 7, 1971 IN BOOK 2250  
AT PAGES 351-353, OF THE RECORDS OF JEFFERSON COUNTY, COLORADO,  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH,  
RANGE 70 WEST OF THE 6TH P.M.;

THENCE N 89°54'30" E ALONG THE SOUTH LINE OF SECTION 35, 1319.77 FEET TO  
THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 35;

THENCE N 00°23'30" W, 79.98 79.68 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 00°23'30" W, 92.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE  
OF SOUTH GOLDEN ROAD;

THENCE N 49°56'30" W, 45.66 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY  
LINE;

THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE  
WEST, HAVING A RADIUS OF 29.50 FEET; A DISTANCE OF 31.88 FEET (THE CHORD  
OF WHICH BEARS S 26°20'43" W, 30.35 FEET);

THENCE S 57°18'09" W, 32.95 FEET;

THENCE S 36°24'09" E, 68.55 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE  
NORTHEAST, HAVING A RADIUS OF 53.26 FEET, A DISTANCE OF 43.03 FEET (THE  
CHORD OF WHICH BEARS S 59°32'43" E, 41.87 FEET) TO THE TRUE POINT OF  
BEGINNING.

SAID PARCEL B-E-G CONTAINS 5,240 SQUARE FEET (0.120 ACRES), MORE OR LESS.

FOR THE PURPOSES OF THIS DESCRIPTION THE BASIS OF BEARINGS IS THE  
COMMON LINE BETWEEN THE SW 1/4 SAID SECTION 35 AND THE NW 1/4 SAID  
SECTION 2 WITH AN ASSUMED BEARING OF N 89°54'30" E.

EXHIBIT A AS ATTACHED HERETO IS MADE A PART HEREOF.

THE AUTHOR OF THIS DESCRIPTION IS MR. JOHN S. LAMBERT, PLS 13212, PREPARED ON BEHALF OF SELLARDS & GRIGG, INC., 143 UNION BOULEVARD, SUITE 700, LAKEWOOD, CO 80228, ON AUGUST 10, 2000 UNDER S&G NO. 2000654-21 FOR SKYLINE RENTALS, LTD. AND IS NOT TO BE CONSTRUED AS REPRESENTING A MONUMENTED LAND SURVEY.

---

MR. JOHN S. LAMBERT, PLS 13212

# EXHIBIT B-1

SHEET 3 OF 3

PARCEL B-E-G  
5,240 SQUARE FEET (0.120 AC.) H/L

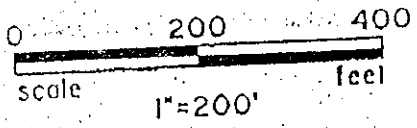
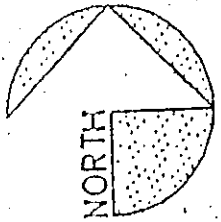
SOUTHWEST CORNER  
SECTION 35, T3S, R70W

N89°54'30"E (319.77'  
(BASIS OF BEARINGS)

TRUE POINT OF BEGINNING

SOUTHEAST CORNER,  
WEST ONE-HALF,  
SOUTHWEST ONE-QUARTER  
SECTION 35

BUILDING (TYP.)



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C3	53.26	46°17'09"	43.03	S59°32'43"E	41.87
C5	29.50	61°54'52"	31.88	S26°20'43"W	30.35

LINE TABLE		
LINE	BEARING	LENGTH
L15	N00°23'30"W	92.00'
L22	S57°18'09"W	32.95'
L23	N49°56'30"W	45.66'
L24	N00°23'30"W	79.68'
L25	S36°24'09"E	68.55'

Sellards  
&  
Grigg, Inc.

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Suite 700  
Lakewood, Colorado 80228

LAND SURVEYORS /  
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E:\Land Projects\02\00654-21\BILLING\dwg\PARCEL\_B-E-G.dwg 08/10/00 03:19:52 PM MDT

EXHIBIT C

AGREEMENT BETWEEN CITY OF GOLDEN,  
SUMMIT VIEW VILLAGE APARTMENTS, LLC,  
SKYLINE BUSINESS CENTER, LLC,  
SUMMIT VIEW STORAGE, LLC, R. MICHAEL  
NIEMANN, HAVE FUN, INC. AND FANNIE MAE

(Pizza Hut Property)

LEGAL DESCRIPTION

PARCEL A:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35,  
TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 2,  
TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE N 89°54'30"E  
ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 1319.77 FEET TO THE NORTHEAST  
CORNER OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 2 TO THE TRUE POINT  
OF BEGINNING;

THENCE N 00°23'30"W, A DISTANCE OF 171.68 FEET;

THENCE S 49°56'30"E, A DISTANCE OF 266.26 FEET;

THENCE S89°54'30"W, A DISTANCE OF 202.62 FEET TO THE POINT OF BEGINNING,  
COUNTY OF JEFFERSON,  
STATE OF COLORADO.

PARCEL B:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE  
70 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2,  
THENCE N 89°54'09" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4  
OF SECTION 2, A DISTANCE OF 202.73 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF OLD  
GOLDEN ROAD AS DESCRIBED IN INSTRUMENT RECORDED AUGUST 28, 1970 IN BOOK 2204 AT PAGE 482,  
THENCE SOUTH 49°58'10" EAST ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 100.68  
FEET TO THE MOST NORTHERLY BOUNDARY OF THAT PROPERTY CONVEYED TO MCDONALDS CORPORATION, A  
DELAWARE CORPORATION IN INSTRUMENT RECORDED AUGUST 4, 1981 AT RECEPTION NO. 81056378;

THENCE SOUTH 40°01'50" WEST ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL  
DESCRIBED IN INSTRUMENT RECORDED AT RECEPTION NO. 81056378, A DISTANCE OF 155.00 FEET TO  
THE MOST WESTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED AT  
RECEPTION NO. 81056378;

THENCE NORTH 49°58'10" WEST, A DISTANCE OF 234.98 FEET TO A POINT ON THE WEST LINE OF THE  
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2,  
THENCE NORTH 0°20'51" WEST ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4  
OF SECTION 2, A DISTANCE OF 31.96 FEET TO THE POINT OF BEGINNING, COUNTY OF JEFFERSON,  
STATE OF COLORADO. ALSO KNOWN AS GOLDEN PIZZA HUT RESTAURANT (MINOR PLAT) RECORDED  
FEBRUARY 14, 1994 IN PLAT BOOK 116 AT PAGE 35.