

RESOLUTION NO. 1299

A RESOLUTION OF THE GOLDEN CITY COUNCIL
APPROVING EASEMENT AGREEMENTS WITH THE
JEFFERSON COUNTY FINANCE CORPORATION AND THE
COUNTY OF JEFFERSON PERTAINING TO THE US 6
BIKEPATH PROJECT

WHEREAS, the City of Golden has proposed the construction of a regional bike path adjacent to US Highway 6 from C-470 to Clear Creek; and

WHEREAS, Phase 1 of the project, which extends to approximately 19th Street and US Highway 6 requires the dedication of easements from both the Jefferson County Finance Corporation and the County of Jefferson related to the Jefferson County Administrative Complex; and


WHEREAS, Jefferson County is a funding partner in the project, and desires to donate permanent easements for construction of the proposed bike path.

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

Section 1. The Easement Agreement with the Jefferson County Finance Corporation for the construction, maintenance, improvement and operation of the US 6 Bike Path as described in Exhibit 1, attached hereto, is approved by City Council in substantially the form attached. The Mayor is authorized to execute such agreement on behalf of the City, subject to final review by the City Attorney.

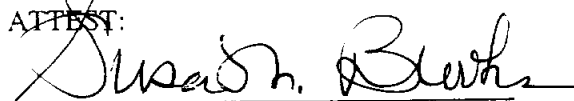
Section 2. The Easement Agreement with the County of Jefferson for the construction, maintenance, improvement and operation of the US 6 Bike Path as described in Exhibit 2, attached hereto, is approved by City Council in substantially the form attached. The Mayor is authorized to execute such agreement on behalf of the City, subject to final review by the City Attorney.

Adopted this 9th day of May 2002.



Charles J. Baroch
Mayor

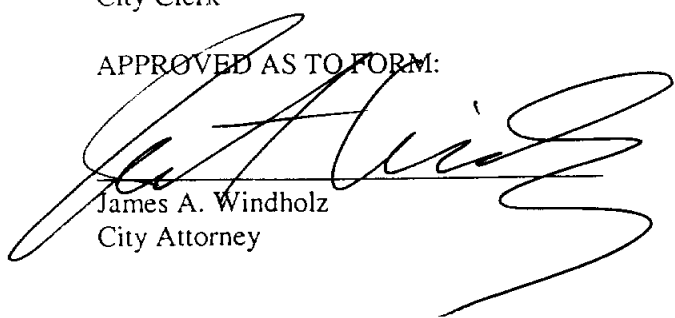
ATTEST:



Susan M. Brooks, MMC
City Clerk

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 9th day of May AD, 2002.

(SEAL)

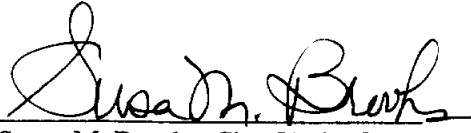
ATTEST: 
Susan M. Brooks, City Clerk of
the City of Golden, Colorado

EXHIBIT I

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into by and between the JEFFERSON COUNTY FINANCE CORPORATION, ("Grantor") and CITY OF GOLDEN, COLORADO, a Colorado Municipal Corporation, ("Grantee").

RECITAL

Grantee has requested, and Grantor is willing to convey an easement over the property owned by Grantor, described on Exhibit "A" (the "Easement Property").

NOW THEREFORE, in consideration of the construction of a bike path over the easement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I: GRANT OF EASEMENT

1. Grantor hereby grants to Grantee an exclusive, permanent easement over, under and across the Easement Property for the purpose of constructing and maintaining a bike path upon the Easement Property, (the "Easement Improvements"), together with all rights and privileges as are necessary or incidental to the reasonable and proper use of the Easement Property for the purposes hereinabove stated.
2. Upon completion of the construction or of any subsequent maintenance of the Easement Improvements, Grantee shall, at its sole cost and expense, promptly restore and revegetate the Easement Property to its previous condition to the satisfaction of Grantor.

GENERAL PROVISIONS

3. Grantor shall not be liable to Grantee or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by Grantee, its contractors, subcontractors, or suppliers, of the Easement Property, failure to maintain the Easement Improvements, or by reason of any act or thing done or omitted to be done during the term of this Easement Agreement, by Grantee, its contractors, subcontractors, agents, employees, licensees, or invitees.
4. To the extent authorized by law, and without waiving any provisions of the Colorado Immunity Act, Grantee indemnifies and holds Grantor harmless from any and all loss or damage, including without limitation attorneys' fees, sustained or incurred by Grantor resulting from any loss or injury or damage to any person or property related to the exercise of rights granted herein, or any act or thing done or omitted to be done during the term of this Easement, by Grantee, its contractors, subcontractors, agents, employees, permittees, or invitees. The obligations of Grantee hereunder shall survive termination of this Easement.

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 2002 by Donald Outman as President and Paquita Couch as Secretary/Treasurer of Jefferson County Finance Corporation.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 2002 by _____ as _____ of City of Golden, Colorado, a Colorado municipal corporation.

WITNESS my hand and official seal.

My Commission expires: _____

APPROVED AS TO FORM:

Joanne Kortendick
Assistant County Attorney

APPROVED AND ACCEPTED this _____ day of _____, 2002.

ZIONS FIRST NATIONAL BANK

By: _____
Name/Title: _____

EXHIBIT "A"

PROJECT NUMBER: STE M540-002

PARCEL NUMBER: PE-1

Project Code:

Date: January 22, 2002

DESCRIPTION

A Permanent Easement No. PE-1 of the Department of Transportation, State of Colorado, Project No. STE M540-002 containing 1.2338 acres, more or less, in the SW 1/4 of Section 2, Township 4 South, Range 70 West of the Sixth Principal Meridian, in Jefferson County, Colorado, said permanent easement being more particularly described as follows:

BEGINNING at a point on a curve on the northerly Right-of-Way of US Highway 6, from whence the SW corner of said Section 2 bears S89°34'20"W a distance of 1114.81 feet;

1. Thence departing from said curve on the northerly Right-of-Way US Highway 6, N05°33'34"W, a distance of 228.97 feet to a point of curvature;
2. Thence along a curve to the left having a radius of 100.00 feet, a central angle of 40°32'16", an arc distance of 70.75 feet, and a chord bearing N27°14'23"W a distance of 69.29 feet;
3. Thence N47°30'31"W, a distance of 9.34 feet to a point of curvature;
4. Thence along a curve to the left having a radius of 100.00 feet, a central angle of 69°24'42", an arc distance of 121.15 feet, and a chord bearing N82°12'52"W a distance of 113.87 feet;
5. Thence S63°04'47"W, a distance of 131.36 feet to a point of curvature;
6. Thence along a curve to the right having a radius of 100.00 feet, a central angle of 20°34'41", an arc distance of 35.92 feet, and a chord bearing S74°22'35"W a distance of 35.72 feet;
7. Thence S84°39'56"W, a distance of 114.51 feet;
8. Thence N87°47'02"W, a distance of 47.27 feet;
9. Thence N49°05'10"W, a distance of 76.24 feet;
10. Thence N76°42'50"E, a distance of 16.79 feet to a point of curvature;
11. Thence along a curve to the right having a radius of 100.00 feet, a central angle of 26°07'00", an arc distance of 45.58 feet, and a chord bearing S89°46'19"E a distance of 45.19 feet;
12. Thence S76°41'49"E, a distance of 26.02 feet to a point of curvature;

13. Thence along a curve to the left having a radius of 250.00 feet, a central angle of $41^{\circ}49'12''$, an arc distance of 182.47 feet, and a chord bearing $N82^{\circ}23'38''E$ a distance of 173.45 feet;
14. Thence $N61^{\circ}26'59''E$, a distance of 60.82 feet to a point of curvature;
15. Thence along a curve to the right having a radius of 300.00 feet, a central angle of $26^{\circ}09'52''$, an arc distance of 137.00 feet, and a chord bearing $N74^{\circ}33'55''E$ a distance of 135.81 feet;
16. Thence $N87^{\circ}38'51''E$, a distance of 18.73 feet to a point of curvature;
17. Thence along a curve to the right having a radius of 100.00 feet, a central angle of $66^{\circ}32'10''$, an arc distance of 116.13 feet, and a chord bearing $S59^{\circ}05'04''E$ a distance of 109.71 feet;
18. Thence $S25^{\circ}48'59''E$, a distance of 19.62 feet to a point of curvature;
19. Thence along a curve to the left having a radius of 100.00 feet, a central angle of $36^{\circ}02'10''$, an arc distance of 62.89 feet, and a chord bearing $S43^{\circ}50'04''E$ a distance of 61.85 feet;
20. Thence $S61^{\circ}51'09''E$, a distance of 15.39 feet;
21. Thence $S00^{\circ}03'32''W$, a distance of 251.81 feet to a point of non-tangent curve, said point being on the northerly Right-of-Way of US Highway 6;
22. Thence along said northerly Right-of-Way and along a curve to the right having a radius of 1307.50 feet, a central angle of $03^{\circ}35'28''$, an arc distance of 81.95 feet, and a chord bearing $N84^{\circ}56'46''W$ a distance of 81.94 feet to the POINT OF BEGINNING.

The above described Permanent Easement contains 53,743 square feet or 1.2338 acres, more or less.

The purpose of the above described Permanent Easement is for the bike path.

Basis of Bearing: All bearings on this description are based on the line between the SW corner of Section 2, T.4 S., R.70 W., 6th P.M. and the W 1/4 corner of said Section 2 as bearing $N00^{\circ}35'13''W$, a distance of 2653.25 feet. The SW corner of said Section 2 is a 3-1/4 inch aluminum cap-ADG Engineering Inc., PLS 23516, 1999, and the W 1/4 corner of said Section 2 is a 3-1/4 inch aluminum cap-PLS 23516, 1997.

For and on Behalf of:

Kelly Surveying and Design Group, Ltd.
 6601 S. Emporia St., #205
 Englewood, Colorado 80112
 Phone (303) 792-8257

EXHIBIT 2

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into by and between the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate, ("Grantor") and CITY OF GOLDEN, COLORADO, a Colorado Municipal Corporation, ("Grantee").

RECITAL

Grantee has requested, and Grantor is willing to convey an easement over the property owned by Grantor, described on Exhibit "A" (the "Easement Property").

NOW THEREFORE, in consideration of the construction of a bike path over the easement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I: GRANT OF EASEMENT

1. Grantor hereby grants to Grantee an exclusive, permanent easement over, under and across the Easement Property for the purpose of constructing and maintaining a bike path upon the Easement Property, (the "Easement Improvements"), together with all rights and privileges as are necessary or incidental to the reasonable and proper use of the Easement Property for the purposes hereinabove stated.

2. Upon completion of the construction or of any subsequent maintenance of the Easement Improvements, Grantee shall, at its sole cost and expense, promptly restore and revegetate the Easement Property to its previous condition to the satisfaction of Grantor.

GENERAL PROVISIONS

3. Grantor shall not be liable to Grantee or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by Grantee, its contractors, subcontractors, or suppliers, of the Easement Property, failure to maintain the Easement Improvements, or by reason of any act or thing done or omitted to be done during the term of this Easement Agreement, by Grantee, its contractors, subcontractors, agents, employees, licensees, or invitees.

4. To the extent authorized by law, and without waiving any provisions of the Colorado Immunity Act, Grantee indemnifies and holds Grantor harmless from any and all loss or damage, including without limitation attorneys' fees, sustained or incurred by Grantor resulting from any loss or injury or damage to any person or property related to the exercise of rights granted herein, or any act or thing done or omitted to be done during the term of this Easement, by Grantee, its contractors, subcontractors, agents, employees, permittees, or invitees. The obligations of Grantee hereunder shall survive termination of this Easement.

5. Grantor makes no representation, nor will Grantor be liable to Grantee with respect to any prior encumbrances which may affect title to any portion of the Easement Property, and this Agreement is subject to all prior encumbrances, restrictions, rights, claims and interests; of record, or otherwise.

6. This Easement Agreement and the grant of easements herein shall not be strictly construed, but shall be given a reasonable construction so that the intention of the parties hereunder is fulfilled.

7. This Easement Agreement may be executed in counterparts, each of which, taken as a whole, shall constitute but a single instrument.

8. Grantor reserves the right to use and occupy the Easement for any purpose not inconsistent with the rights and privileges hereinabove granted and which would not interfere with Grantee's use thereof.

9. Nothing granted hereunder is intended to convey or imply the approval of any federal, state, or local regulatory or governmental agency, including Jefferson County, with respect to any actions which Grantee may desire to take under the terms of this Agreement.

10. This Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Jefferson, State of Colorado.

DATED this _____ day of _____, 2002.

GRANTOR:

COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
Michelle Lawrence, Chairman
Board of County Commissioners

EXHIBIT "A"

PROJECT NUMBER: STE M540-002

PARCEL NUMBER: PE-2

Project Code:

Date: January 22, 2002

DESCRIPTION

A Permanent Easement No. PE-2 of the Department of Transportation, State of Colorado, Project No. STE M540-002 containing 0.7132 acres, more or less, in the SW 1/4 of Section 2, Township 4 South, Range 70 West of the Sixth Principal Meridian and the SE 1/4 of Section 3, Township 4 South, Range 70 West of the Sixth Principal Meridian, in Jefferson County, Colorado, said permanent easement being more particularly described as follows:

BEGINNING at a point on a curve on the northeasterly Right-of Way of US Highway 6, from whence the SW corner of said Section 2 bears S49°11'31"W a distance of 536.16 feet;

1. Thence along said curve on the northeasterly Right-of-Way US Highway 6, said curve being a curve to the right having a radius of 1307.50 feet, a central angle of 10°51'17", an arc distance of 247.71 feet, and a chord bearing N41°33'37"W a distance of 247.34 feet;
2. Thence N36°07'59"W along said northeasterly Right-of-Way, a distance of 578.84 feet to a point of curvature;
3. Thence along a curve on said northeasterly Right-of-Way, said curve being a curve to the left having a radius of 1557.50 feet, a central angle of 24°27'12", an arc distance of 664.72 feet, and a chord bearing N48°21'34"W a distance of 659.69 feet;
4. Thence departing from said northeasterly Right-of-Way US Highway 6, S77°00'57"E, a distance of 56.77 feet to a point of curvature;
5. Thence along a curve to the right having a radius of 1574.50 feet, a central angle of 22°23'38", an arc distance of 615.39 feet, and a chord bearing S47°24'26"E a distance of 611.48 feet to a point of reverse curvature;
6. Thence along a curve to the left having a radius of 500.00 feet, a central angle of 03°56'35", an arc distance of 34.41 feet, and a chord bearing S38°10'54"E a distance of 34.40 feet;
7. Thence S40°09'12"E, a distance of 89.84 feet to a point of curvature;
8. Thence along a curve to the right having a radius of 500.00 feet, a central angle of 05°58'25", an arc distance of 52.13 feet, and a chord bearing S37°09'59"E a distance of 52.11 feet;
9. Thence S34°10'47"E, a distance of 393.65 feet to a point of curvature;
10. Thence along a curve to the left having a radius of 1104.88 feet, a central angle of 06°25'47", an arc distance of 123.99 feet, and a chord bearing S38°36'17"E a distance of 123.92 feet;

11. Thence S68°11'41"E, a distance of 51.59 feet;
12. Thence S52°16'12"E, a distance of 56.50 feet to a point of curvature;
13. Thence along a curve to the left having a radius of 500.00 feet, a central angle of 13°25'27", an arc distance of 117.15 feet, and a chord bearing S58°58'56"E a distance of 116.88 feet;
14. Thence S65°41'40"E, a distance of 6.78 feet to a point of curvature;
15. Thence along a curve to the right having a radius of 100.00 feet, a central angle of 12°51'21", an arc distance of 22.44 feet, and a chord bearing S59°15'59"E a distance of 22.39 feet;
16. Thence S52°50'18"E, a distance of 30.58 feet;
17. Thence N67°58'28"W, a distance of 64.89 feet;
18. Thence N79°47'20"W, a distance of 100.21 feet to the POINT OF BEGINNING.

The above described Permanent Easement contains 31,067 square feet or 0.7132 acres, more or less.

The purpose of the above described Permanent Easement is for the bike path.

Basis of Bearing: All bearings on this description are based on the line between the SW corner of Section 2, T.4 S., R.70 W., 6th P.M. and the W 1/4 corner of said Section 2 as bearing N00°35'18"W, a distance of 2653.25 feet. The SW corner of said Section 2 is a 3-1/4 inch aluminum cap-ADG Engineering Inc., PLS 23516, 1999, and the W 1/4 corner of said Section 2 is a 3-1/4 inch aluminum cap-PLS 23516, 1997.

For and on Behalf of:

Kelly Surveying and Design Group, Ltd.
6801 S. Emporia St., #205
Englewood, Colorado 80112
Phone (303)792-5257

EXHIBIT "A"

PROJECT NUMBER: STE M540-002

PARCEL NUMBER: PE-3

Project Code:

Date: January 22, 2002

DESCRIPTION

A Permanent Easement No. PE-3 of the Department of Transportation, State of Colorado, Project No. STE M540-002 containing 0.0068 acres, more or less, in the SE 1/4 of Section 3, Township 4 South, Range 70 West of the Sixth Principal Meridian, in Jefferson County, Colorado, said permanent easement being more particularly described as follows:

BEGINNING at a point on the northerly Right-of Way line of US Highway 6, from whence the SE corner of said Section 3 bears S34°52'40"E a distance of 1996.33 feet;

1. Thence N75°08'59"W along said northerly Right-of-Way line, a distance of 90.86 feet to a point of non-tangent curve;
2. Thence departing from said northerly Right-of-Way line US Highway 6 and along a curve to the right having a radius of 212.45 feet, a central angle of 24°41'40", an arc distance of 91.57 feet, and a chord bearing S75°08'59"E a distance of 90.86 feet to the **POINT OF BEGINNING**.

The above described Permanent Easement contains 298 square feet or 0.0068 acres, more or less.

The purpose of the above described Permanent Easement is for the bike path.

Basis of Bearing: All bearings on this description are based on the line between the SE corner of Section 3, T.4 S., R.70 W., 6th P.M. and the E 1/4 corner of said Section 3 as bearing N00°35'18"W, a distance of 2653.25 feet. The SE corner of said Section 3 is a 3-1/4 inch aluminum cap-ADG Engineering Inc., PLS 23516, 1999, and the E 1/4 corner of said Section 3 is a 3-1/4 inch aluminum cap-PLS 23516, 1997.

For and on Behalf of:

Kelly Surveying and Design Group, Ltd.
6801 S. Emporia St., #205
Englewood, Colorado 80112
Phone (303)792-5257

EXHIBIT "A"

PROJECT NUMBER: STE M540-002

PARCEL NUMBER: PE-4

Project Code:

Date: January 22, 2002

DESCRIPTION

A Permanent Easement No. PE-4 of the Department of Transportation, State of Colorado, Project No. STE M540-002 containing 0.3308 acres, more or less, in the SE 1/4 of Section 3, Township 4 South, Range 70 West of the Sixth Principal Meridian, in Jefferson County, Colorado, said permanent easement being more particularly described as follows:

BEGINNING at a point on a curve on the northerly Right-of Way of US Highway 6, from whence the SE corner of said Section 3 bears S43°51'28"E a distance of 2613.10 feet;

1. Thence along said curve on the northerly Right-of-Way US Highway 6, said curve being a curve to the right having a radius of 1785.01 feet, a central angle of 24°23'59", an arc distance of 760.15 feet, and a chord bearing N47°19'51"W a distance of 754.43 feet;
2. Thence departing from said northerly Right-of-Way US Highway 6 S47°19'31"E, a distance of 402.93 feet to a point of curvature;
3. Thence along a curve to the left having a radius of 476.76 feet, a central angle of 13°54'19", an arc distance of 115.71 feet, and a chord bearing S54°16'40"E a distance of 115.42 feet to a point of reverse curvature;
4. Thence along a curve to the right having a radius of 802.91 feet, a central angle of 08°55'38", an arc distance of 125.10 feet, and a chord bearing S56°44'22"E a distance of 124.97 feet;
5. Thence S47°57'00"E, a distance of 37.08 feet to a point of curvature;
6. Thence along a curve to the right having a radius of 99.35 feet, a central angle of 50°03'46", an arc distance of 86.81 feet, and a chord bearing S22°54'51"E a distance of 84.07 feet to the POINT OF BEGINNING.

The above described Permanent Easement contains 14,408 square feet or 0.3308 acres, more or less.

The purpose of the above described Permanent Easement is for the bike path.

Basis of Bearing: All bearings on this description are based on the line between the SE corner of Section 3, T.4 S., R.70 W., 6th P.M. and the E 1/4 corner of said Section 3 as bearing N00°35'18"W, a distance of 2653.25 feet. The SE corner of said Section 3 is a 3-1/4 inch aluminum cap-ADG Engineering Inc., PLS 23516, 1999, and the E 1/4 corner of said Section 3 is a 3-1/4 inch aluminum cap-PLS 23516, 1997.

For and on Behalf of:

Kelly Surveying and Design Group, Ltd.
6801 S. Emporia St., #205
Englewood, Colorado 80112
Phone (303)792-5257

02/19/1999 07:23 3833846161

PUBLIC WORKS

2-18-1999 12:49PM

FROM TST INC OF DENVER 752 8469

P.3

PAGE 02/0

RECEPTION NO. F0892812

EXHIBIT
SANITARY SEWER AND TRAIL EASEMENT
BLOCK 2, FOOTHILLS BUSINESS PARK -
FILING 1, CITY OF GOLDEN,
JEFFERSON COUNTY, COLORADO

RECEPTION NO. F0950739

4
4

LEGAL DESCRIPTION - Sanitary Sewer and Trail Easement
(Jefferson County Open Space)

A portion of Block 2, Foothills Business Park - Filing 1, according to the recorded plat thereof, City of Golden, Jefferson County, Colorado, being described as follows:

BEGINNING at the most Westerly corner of said Block 2 and considering the Southwesterly line of said Block 2 to bear South 33°48'37" East, with all bearings contained herein, relative thereto; thence along the Northerly line of said Block 2 the following courses: South 88°48'14" East, 22.00 feet; thence North 01°17'28" East, 283.40 feet; thence South 89°48'14" East, 8.00 feet to the Northeasterly line of said Block 2; thence along said Northeasterly line the following courses: South 01°17'28" West, 114.72 feet; thence along a curve to the left having a delta of 69°36'33", a radius of 401.00 feet and an arc of 487.18 feet; thence departing said Northeasterly line South 00°10'21" West, 124.33 feet; thence South S6°11'23" West, 30.00 feet to said Southwesterly line of Block 2; thence along said Southwesterly line, North 33°48'37" West, 439.63 feet to the POINT OF BEGINNING of this description, containing 0.78 acres, more or less.

PC 5
PC 6

POOR COPY

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, do hereby certify that this exhibit and legal description were prepared by me or under my direct supervision. This exhibit does not constitute a land survey as defined by Colorado statutes.

February 18, 1999

Michael C. Cregger

Date

MICHAEL C. CREGGER
Professional Land Surveyor
Colorado Registration No. 22564



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

JOB NO. 552-202

EXHIBIT

A

FILE NAME: JEFFERSON

RECEPTION NO. F2103303
9/29/2004 9:27:52 PG# 001-006
PG FEE: 31.00 STATE DOC.FEE: 0.00
RECORDED IN JEFFERSON COUNTY, COLORADO

EASEMENT AGREEMENT

31

THIS EASEMENT AGREEMENT is made and entered into by and between the **JEFFERSON COUNTY FINANCE CORPORATION**, ("Grantor") and **CITY OF GOLDEN, COLORADO**, a Colorado Municipal Corporation, ("Grantee").

1-6

RECITAL

Grantee has requested, and Grantor is willing to convey an easement over the property owned by Grantor, described on Exhibit "A" (the "Easement Property").

NOW THEREFORE, in consideration of the construction of a bike path over the easement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1: GRANT OF EASEMENT

1. Grantor hereby grants to Grantee an exclusive, permanent easement over, under and across the Easement Property for the purpose of constructing and maintaining a bike path upon the Easement Property, (the "Easement Improvements"), together with all rights and privileges as are necessary or incidental to the reasonable and proper use of the Easement Property for the purposes hereinabove stated.

2. Upon completion of the construction or of any subsequent maintenance of the Easement Improvements, Grantee shall, at its sole cost and expense, promptly restore and revegetate the Easement Property to its previous condition to the satisfaction of Grantor.

ARTICLE 2: GENERAL PROVISIONS

3. Grantor shall not be liable to Grantee or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by Grantee, its contractors, subcontractors, or suppliers, of the Easement Property, failure to maintain the Easement Improvements, or by reason of any act or thing done or omitted to be done during the term of this Easement Agreement, by Grantee, its contractors, subcontractors, agents, employees, licensees, or invitees.

4. To the extent authorized by law, and without waiving any provisions of the Colorado Immunity Act, Grantee indemnifies and holds Grantor harmless from any and all loss or damage, including without limitation attorneys' fees, sustained or incurred by Grantor resulting from any loss or injury or damage to any person or property related to the exercise of rights granted herein, or any act or thing done or omitted to be done during the term of this Easement, by Grantee, its contractors, subcontractors, agents, employees, permittees, or invitees. The obligations of Grantee hereunder shall survive termination of this Easement.

PORTIONS OF THIS DOCUMENT ARE OF POOR QUALITY

5. Grantor makes no representation, nor will Grantor be liable to Grantee with respect to any prior encumbrances which may affect title to any portion of the Easement Property, and this Agreement is subject to all prior encumbrances, restrictions, rights, claims and interests; of record, or otherwise.

6. This Easement Agreement and the grant of easements herein shall not be strictly construed, but shall be given a reasonable construction so that the intention of the parties hereunder is fulfilled.

7. This Easement Agreement may be executed in counterparts, each of which, taken as a whole, shall constitute but a single instrument.

8. Grantor reserves the right to use and occupy the Easement for any purpose not inconsistent with the rights and privileges hereinabove granted and which would not interfere with Grantee's use thereof.

9. Nothing granted hereunder is intended to convey or imply the approval of any federal, state, or local regulatory or governmental agency, including Jefferson County, with respect to any actions which Grantee may desire to take under the terms of this Agreement.

10. This Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Jefferson, State of Colorado.

ARTICLE 3: RELOCATION OF EASEMENT

11. Grantor may, at any time and in its sole discretion, relocate all or any portion of the Easement Property to other property owned by Grantor (the "Revised Easement Property"). In such instance, Grantor will send Grantee written notice of its intent to relocate the Easement Property and will include in such notice the legal description for the Revised Easement Property. Grantor will re-record this Easement Agreement to include the Revised Easement Property.

12. Within 180 calendar days of receipt of the notice from the Grantor, Grantee shall remove the Easement Improvements from the Easement Property and restore the Easement Property to its original condition to the satisfaction of Grantor. Grantee shall be entitled to construct and maintain the Easement Improvements on the Revised Easement Property in accordance with the terms and conditions of this Easement Agreement. Grantee shall be solely responsible for all costs and expenses associated with the relocation, restoration, and reconstruction of the Easement Property and Easement Improvements. Grantor does not object to Grantee passing such costs on to a third party, provided that Grantor shall in no way be responsible for any such costs.

13. In the event that Grantee does not timely remove the Easement Improvements and/or restore the Easement Property as required above, Grantor may perform such removal

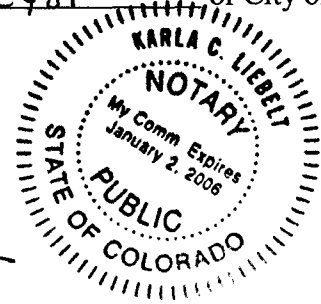
4

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing Easement Agreement was acknowledged before me this 10 day of June, 2002 by C. J. Berock as Mayor of City of Golden, Colorado, a Colorado municipal corporation, Grantee.

WITNESS my hand and official seal.

My Commission expires: Jan 2 2006



APPROVED AS TO FORM:

Joanne Kortendick
Joanne Kortendick
Assistant County Attorney

APPROVED AND ACCEPTED this 24th day of June, 2002.

ZIONS FIRST NATIONAL BANK
By: [Signature]
Name/Title: **Elizabeth Ann Croucher**
ASSISTANT VICE PRESIDENT

EXHIBIT "A"

PROJECT NUMBER: STE M540-002

PARCEL NUMBER: PE-1

Project Code:

Date: January 22, 2002

DESCRIPTION

5

A Permanent Easement No. PE-1 of the Department of Transportation, State of Colorado, Project No. STE M540-002 containing 1.2338 acres, more or less, in the SW 1/4 of Section 2, Township 4 South, Range 70 West of the Sixth Principal Meridian, in Jefferson County, Colorado, said permanent easement being more particularly described as follows:

BEGINNING at a point on a curve on the northerly Right-of Way of US Highway 6, from whence the SW corner of said Section 2 bears S89°34'20"W a distance of 1114.81 feet;

1. Thence departing from said curve on the northerly Right-of-Way US Highway 6, N05°33'34"W, a distance of 228.97 feet to a point of curvature;
2. Thence along a curve to the left having a radius of 100.00 feet, a central angle of 40°32'16", an arc distance of 70.75 feet, and a chord bearing N27°14'23"W a distance of 69.29 feet;
3. Thence N47°30'31"W, a distance of 9.34 feet to a point of curvature;
4. Thence along a curve to the left having a radius of 100.00 feet, a central angle of 69°24'42", an arc distance of 121.15 feet, and a chord bearing N82°12'52"W a distance of 113.87 feet;
5. Thence S63°04'47"W, a distance of 131.36 feet to a point of curvature;
6. Thence along a curve to the right having a radius of 100.00 feet, a central angle of 20°34'41", an arc distance of 35.92 feet, and a chord bearing S74°22'35"W a distance of 35.72 feet;
7. Thence S84°39'56"W, a distance of 114.51 feet;
8. Thence N87°47'02"W, a distance of 47.27 feet;
9. Thence N49°05'10"W, a distance of 76.24 feet;
10. Thence N76°42'50"E, a distance of 16.79 feet to a point of curvature;
11. Thence along a curve to the right having a radius of 100.00 feet, a central angle of 26°07'00", an arc distance of 45.58 feet, and a chord bearing S89°45'19"E a distance of 45.19 feet;
12. Thence S76°41'49"E, a distance of 26.02 feet to a point of curvature;

13. Thence along a curve to the left having a radius of 250.00 feet, a central angle of $41^{\circ}49'12''$, an arc distance of 182.47 feet, and a chord bearing $N82^{\circ}23'35''E$ a distance of 178.45 feet;
14. Thence $N61^{\circ}28'59''E$, a distance of 60.82 feet to a point of curvature;
15. Thence along a curve to the right having a radius of 300.00 feet, a central angle of $26^{\circ}09'52''$, an arc distance of 137.00 feet, and a chord bearing $N74^{\circ}33'55''E$ a distance of 135.81 feet;
16. Thence $N87^{\circ}38'51''E$, a distance of 18.73 feet to a point of curvature;
17. Thence along a curve to the right having a radius of 100.00 feet, a central angle of $66^{\circ}32'10''$, an arc distance of 116.13 feet, and a chord bearing $S59^{\circ}05'04''E$ a distance of 109.71 feet;
18. Thence $S25^{\circ}48'59''E$, a distance of 19.62 feet to a point of curvature,
19. Thence along a curve to the left having a radius of 100.00 feet, a central angle of $36^{\circ}02'10''$, an arc distance of 62.89 feet, and a chord bearing $S43^{\circ}50'04''E$ a distance of 61.86 feet;
20. Thence $S61^{\circ}51'09''E$, a distance of 15.39 feet;
21. Thence $S00^{\circ}03'32''W$, a distance of 251.81 feet to a point of non-tangent curve, said point being on the northerly Right-of-Way of US Highway 6;
22. Thence along said northerly Right-of-Way and along a curve to the right having a radius of 1307.50 feet, a central angle of $03^{\circ}35'28''$, an arc distance of 81.95 feet, and a chord bearing $N84^{\circ}56'46''W$ a distance of 81.94 feet to the **POINT OF BEGINNING**.

The above described Permanent Easement contains 53,743 square feet or 1.2338 acres, more or less.

The purpose of the above described Permanent Easement is for the bike path.

Basis of Bearing: All bearings on this description are based on the line between the SW corner of Section 2, T.4 S., R.70 W., 6th P.M. and the W 1/4 corner of said Section 2 as bearing $N00^{\circ}35'18''W$, a distance of 2653.25 feet. The SW corner of said Section 2 is a 3-1/4 inch aluminum cap ADG Engineering Inc., PLS 23516, 1999, and the W 1/4 corner of said Section 2 is a 3-1/4 inch aluminum cap-PLS 23516, 1997.

For and on Behalf of:

Kelly Surveying and Design Group, Ltd.
 6801 S. Emporia St., #205
 Englewood, Colorado 80112
 Phone (303)792-5257

RECEPTION NO. F2103304
9/29/2004 9:27:52 PG: 001-010
PG FEE: 0.00 STATE DOC.FEE: 0.00
RECORDED IN JEFFERSON COUNTY, COLORADO

2
no fee

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate, ("Grantor") and **CITY OF GOLDEN, COLORADO**, a Colorado Municipal Corporation, ("Grantee").

1-10

RECITAL

Grantee has requested, and Grantor is willing to convey an easement over the property owned by Grantor, described on Exhibit "A" (the "Easement Property").

NOW THEREFORE, in consideration of the construction of a bike path over the easement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1: GRANT OF EASEMENT

1. Grantor hereby grants to Grantee an exclusive, permanent easement over, under and across the Easement Property for the purpose of constructing and maintaining a bike path upon the Easement Property, (the "Easement Improvements"), together with all rights and privileges as are necessary or incidental to the reasonable and proper use of the Easement Property for the purposes hereinabove stated.

2. Upon completion of the construction or of any subsequent maintenance of the Easement Improvements, Grantee shall, at its sole cost and expense, promptly restore and revegetate the Easement Property to its previous condition to the satisfaction of Grantor.

ARTICLE 2: GENERAL PROVISIONS

3. Grantor shall not be liable to Grantee or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by Grantee, its contractors, subcontractors, or suppliers, of the Easement Property, failure to maintain the Easement Improvements, or by reason of any act or thing done or omitted to be done during the term of this Easement Agreement, by Grantee, its contractors, subcontractors, agents, employees, licensees, or invitees.

4. To the extent authorized by law, and without waiving any provisions of the Colorado Immunity Act, Grantee indemnifies and holds Grantor harmless from any and all loss or damage, including without limitation attorneys' fees, sustained or incurred by Grantor resulting from any loss or injury or damage to any person or property related to the exercise of rights granted herein, or any act or thing done or omitted to be done during the term of this Easement, by Grantee, its contractors, subcontractors, agents, employees, permittees, or invitees. The obligations of Grantee hereunder shall survive termination of this Easement.

PORTIONS OF THIS DOCUMENT ARE OF POOR QUALITY

5. Grantor makes no representation, nor will Grantor be liable to Grantee with respect to any prior encumbrances which may affect title to any portion of the Easement Property, and this Agreement is subject to all prior encumbrances, restrictions, rights, claims and interests; of record, or otherwise.

6. This Easement Agreement and the grant of easements herein shall not be strictly construed, but shall be given a reasonable construction so that the intention of the parties hereunder is fulfilled.

7. This Easement Agreement may be executed in counterparts, each of which, taken as a whole, shall constitute but a single instrument.

8. Grantor reserves the right to use and occupy the Easement for any purpose not inconsistent with the rights and privileges hereinabove granted and which would not interfere with Grantee's use thereof.

9. Nothing granted hereunder is intended to convey or imply the approval of any federal, state, or local regulatory or governmental agency, including Jefferson County, with respect to any actions which Grantee may desire to take under the terms of this Agreement.

10. This Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Jefferson, State of Colorado.

ARTICLE 3: RELOCATION OF EASEMENT

11. Grantor may, at any time and in its sole discretion, relocate all or any portion of the Easement Property to other property owned by Grantor (the "Revised Easement Property"). In such instance, Grantor will send Grantee written notice of its intent to relocate the Easement Property and will include in such notice the legal description for the Revised Easement Property. Grantor will re-record this Easement Agreement to include the Revised Easement Property.

12. Within 180 calendar days of receipt of the notice from the Grantor, Grantee shall remove the Easement Improvements from the Easement Property and restore the Easement Property to its original condition to the satisfaction of Grantor. Grantee shall be entitled to construct and maintain the Easement Improvements on the Revised Easement Property in accordance with the terms and conditions of this Easement Agreement. Grantee shall be solely responsible for all costs and expenses associated with the relocation, restoration, and reconstruction of the Easement Property and Easement Improvements. Grantor does not object to Grantee passing such costs on to a third party, provided that Grantor shall in no way be responsible for any such costs.

13. In the event that Grantee does not timely remove the Easement Improvements and/or restore the Easement Property as required above, Grantor may perform such removal

4

GRANTEE:

CITY OF GOLDEN, COLORADO, a Colorado municipal corporation

By: C. J. Baroch
Name/Title: Charles Baroch Mayor

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this 10 day of June, 2002 by C. J. Baroch as Mayor of City of Golden, Colorado, a Colorado municipal corporation, Grantee.

WITNESS my hand and official seal.
My Commission expires



Jan 2 2006
[Signature]
Notary Public

EXHIBIT "A"

PROJECT NUMBER: STE M540-002

PARCEL NUMBER: PE-2

Project Code:

Date: January 22, 2002

DESCRIPTION

5

A Permanent Easement No. PE-2 of the Department of Transportation, State of Colorado, Project No. STE M540-002 containing 0.7132 acres, more or less, in the SW 1/4 of Section 2, Township 4 South, Range 70 West of the Sixth Principal Meridian and the SE 1/4 of Section 3, Township 4 South, Range 70 West of the Sixth Principal Meridian, in Jefferson County, Colorado, said permanent easement being more particularly described as follows:

BEGINNING at a point on a curve on the northeasterly Right-of Way of US Highway 6, from whence the SW corner of said Section 2 bears S49°11'31"W a distance of 536.16 feet:

1. Thence along said curve on the northeasterly Right-of-Way US Highway 6, said curve being a curve to the right having a radius of 1307.50 feet, a central angle of 10°51'17", an arc distance of 247.71 feet, and a chord bearing N41°33'37"W a distance of 247.34 feet;
2. Thence N36°07'59"W along said northeasterly Right-of-Way, a distance of 578.84 feet to a point of curvature;
3. Thence along a curve on said northeasterly Right-of-Way, said curve being a curve to the left having a radius of 1557.50 feet, a central angle of 24°27'12", an arc distance of 664.72 feet, and a chord bearing N48°21'34"W a distance of 659.69 feet;
4. Thence departing from said northeasterly Right-of-Way US Highway 6, S77°00'57"E, a distance of 56.77 feet to a point of curvature;
5. Thence along a curve to the right having a radius of 1574.50 feet, a central angle of 22°23'38", an arc distance of 615.39 feet, and a chord bearing S47°24'26"E a distance of 611.48 feet to a point of reverse curvature;
6. Thence along a curve to the left having a radius of 500.00 feet, a central angle of 03°56'35", an arc distance of 34.41 feet, and a chord bearing S38°10'54"E a distance of 34.40 feet;
7. Thence S40°09'12"E, a distance of 89.84 feet to a point of curvature;
8. Thence along a curve to the right having a radius of 500.00 feet, a central angle of 05°58'25", an arc distance of 52.13 feet, and a chord bearing S37°09'59"E a distance of 52.11 feet;
9. Thence S34°10'47"E, a distance of 393.65 feet to a point of curvature;
10. Thence along a curve to the left having a radius of 1104.88 feet, a central angle of 06°25'47", an arc distance of 123.99 feet, and a chord bearing S38°36'17"E a distance of 123.92 feet;

- 6
11. Thence S68°11'41"E, a distance of 51.59 feet;
 12. Thence S52°16'12"E, a distance of 56.50 feet to a point of curvature;
 13. Thence along a curve to the left having a radius of 500.00 feet, a central angle of 13°25'27", an arc distance of 117.15 feet, and a chord bearing S58°58'56"E a distance of 116.88 feet;
 14. Thence S65°41'40"E, a distance of 6.78 feet to a point of curvature;
 15. Thence along a curve to the right having a radius of 100.00 feet, a central angle of 12°51'21", an arc distance of 22.44 feet, and a chord bearing S59°15'59"E a distance of 22.39 feet;
 16. Thence S52°50'18"E, a distance of 30.58 feet;
 17. Thence N67°58'28"W, a distance of 64.89 feet;
 18. Thence N79°47'20"W, a distance of 100.21 feet to the **POINT OF BEGINNING**.

The above described Permanent Easement contains 31,067 square feet or 0.7132 acres, more or less.

The purpose of the above described Permanent Easement is for the bike path.

Basis of Bearing: All bearings on this description are based on the line between the SW corner of Section 2, T.4 S., R.70 W., 6th P.M. and the W 1/4 corner of said Section 2 as bearing N00°35'18"W, a distance of 2653.25 feet. The SW corner of said Section 2 is a 3-1/4 inch aluminum cap-ADG Engineering Inc., PLS 23516, 1999, and the W 1/4 corner of said Section 2 is a 3-1/4 inch aluminum cap-PLS 23516, 1997.

For and on Behalf of:

Kelly Surveying and Design Group, Ltd.
6801 S. Emporia St., #205
Englewood, Colorado 80112
Phone (303)792-5257

EXHIBIT "A" 7

PROJECT NUMBER: STE M540-002

PARCEL NUMBER: PE-3

Project Code:

Date: January 22, 2002

DESCRIPTION

A Permanent Easement No. PE-3 of the Department of Transportation, State of Colorado, Project No. STE M540-002 containing 0.0068 acres, more or less, in the SE 1/4 of Section 3, Township 4 South, Range 70 West of the Sixth Principal Meridian, in Jefferson County, Colorado, said permanent easement being more particularly described as follows:

BEGINNING at a point on the northerly Right-of-Way line of US Highway 6, from whence the SE corner of said Section 3 bears S34°52'40"E a distance of 1996.33 feet;

1. Thence N75°08'59"W along said northerly Right-of-Way line, a distance of 90.86 feet to a point of non-tangent curve;
2. Thence departing from said northerly Right-of-Way line US Highway 6 and along a curve to the right having a radius of 212.45 feet, a central angle of 24°41'40", an arc distance of 91.57 feet, and a chord bearing S75°08'59"E a distance of 90.86 feet to the **POINT OF BEGINNING**.

The above described Permanent Easement contains 298 square feet or 0.0068 acres, more or less.

The purpose of the above described Permanent Easement is for the bike path.

Basis of Bearing: All bearings on this description are based on the line between the SE corner of Section 3, T.4 S., R.70 W., 6th P.M. and the E 1/4 corner of said Section 3 as bearing N00°35'18"W, a distance of 2653.25 feet. The SE corner of said Section 3 is a 3-1/4 inch aluminum cap-ADG Engineering Inc., PLS 23516, 1999, and the E 1/4 corner of said Section 3 is a 3-1/4 inch aluminum cap PLS 23516, 1997.

For and on Behalf of:

Kelly Surveying and Design Group, Ltd.
6801 S. Emporia St., #205
Englewood, Colorado 80112
Phone (303)792-5257

EXHIBIT "A" 8

PROJECT NUMBER: STE M540-002

PARCEL NUMBER: PE-4

Project Code:

Date: January 22, 2002

DESCRIPTION

A Permanent Easement No. PE-4 of the Department of Transportation, State of Colorado, Project No. STE M540-002 containing 0.3308 acres, more or less, in the SE 1/4 of Section 3, Township 4 South, Range 70 West of the Sixth Principal Meridian, in Jefferson County, Colorado, said permanent easement being more particularly described as follows:

BEGINNING at a point on a curve on the northerly Right-of Way of US Highway 6, from whence the SE corner of said Section 3 bears S43°51'28"E a distance of 2613.10 feet;

1. Thence along said curve on the northerly Right-of-Way US Highway 6, said curve being a curve to the right having a radius of 1785.01 feet, a central angle of 24°23'59", an arc distance of 760.15 feet, and a chord bearing N47°19'51"W a distance of 754.43 feet;
2. Thence departing from said northerly Right-of-Way US Highway 6 S47°19'31"E, a distance of 402.93 feet to a point of curvature;
3. Thence along a curve to the left having a radius of 476.76 feet, a central angle of 13°54'19", an arc distance of 115.71 feet, and a chord bearing S54°16'40"E a distance of 115.42 feet to a point of reverse curvature;
4. Thence along a curve to the right having a radius of 802.91 feet, a central angle of 08°55'38", an arc distance of 125.10 feet, and a chord bearing S56°44'22"E a distance of 124.97 feet;
5. Thence S47°57'00"E, a distance of 37.08 feet to a point of curvature;
6. Thence along a curve to the right having a radius of 99.35 feet, a central angle of 50°03'46", an arc distance of 86.81 feet, and a chord bearing S22°54'51"E a distance of 84.07 feet to the POINT OF BEGINNING.

The above described Permanent Easement contains 14,408 square feet or 0.3308 acres, more or less.

The purpose of the above described Permanent Easement is for the bike path.

Basis of Bearing: All bearings on this description are based on the line between the SE corner of Section 3, T.4 S., R.70 W., 6th P.M. and the E 1/4 corner of said Section 3 as bearing N00°35'18"W, a distance of 2653.25 feet. The SE corner of said Section 3 is a 3-1/4 inch aluminum cap-ADG Engineering Inc., PLS 23516, 1999, and the E 1/4 corner of said Section 3 is a 3-1/4 inch aluminum cap-PLS 23516, 1997.

For and on Behalf of:

Kelly Surveying and Design Group, Ltd.
6801 S. Emporia St., #205
Englewood, Colorado 80112
Phone (303)792-5257

9

02/19/1999 07:23

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PUBLIC WORKS

PAGE 02/3

2-18-1999 12:49PM

FROM TST INC OF DENVER TEL 5489

P. 3

RECEPTION NO. F0892812

10

EXHIBIT
SANITARY SEWER AND TRAIL EASEMENT
BLOCK 2, FOOTHILLS BUSINESS PARK -
FILING 1, CITY OF GOLDEN,
JEFFERSON COUNTY, COLORADO

4
4

RECEPTION NO. F0950739

LEGAL DESCRIPTION - Sanitary Sewer and Trail Easement
(Jefferson County Open Space)

A portion of Block 2, Foothills Business Park - Filing 1, according to the recorded plat thereof, City of Golden, Jefferson County, Colorado, being described as follows:

BEGINNING at the most Westerly corner of said Block 2 and considering the Southwesterly line of said Block 2 to bear South 33°48'37" East, with all bearings contained herein, relative thereto; thence along the Northerly line of said Block 2 the following courses: South 80°48'14" East, 22.00 feet; thence North 01°17'28" East, 283.40 feet; thence South 89°48'14" East, 8.00 feet to the Northwesterly line of said Block 2; thence along said Northeasterly line the following courses: South 01°17'20" West, 114.72 feet; thence along a curve to the left having a delta of 89°36'33", a radius of 401.00 feet and an arc of 487.18 feet; thence departing said Northeasterly line South 00°10'21" West, 124.33 feet; thence South 56°11'23" West, 50.00 feet to said Southwesterly line of Block 2; thence along said Southwesterly line, North 33°48'37" West, 439.63 feet to the POINT OF BEGINNING of this description, containing 0.78 acres, more or less.

6-30 x 30
S

POOR COPY

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, do hereby certify that this exhibit and legal description were prepared by me or under my direct supervision. This exhibit does not constitute a land survey as defined by Colorado statutes.

February 18, 1999

Michael C. Cregger

Date:

MICHAEL C. CREGGER
Professional Land Surveyor
Colorado Registration No. 22564



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

JOB NO. 522-202

EXHIBIT

A