

RESOLUTION NO. 2023

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING AN EASEMENT AGREEMENT AMONG THE
CITY OF GOLDEN, THE JEFFERSON COUNTY FINANCE
CORPORATION AND ST. JOSEPH LLLP FOR A JOINT STORM
DRAINAGE FACILITY, AND ALSO APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH JEFFERSON
COUNTY FOR THE JOINT STORM DRAINAGE FACILITY
OPERATION**

WHEREAS, the City of Golden staff, Jefferson County staff, and St. Joseph Golden, LLLP have been jointly evaluating the opportunities to utilize a jointly controlled storm drainage detention pond at the southeast corner of West 10th Avenue and Johnson Road, and to include within the same parcel a publicly accessible sidewalk; and

WHEREAS, the Jefferson County Finance Corporation is the fee owner of the affected property;
and

WHEREAS, the parties have discussed and jointly developed an Easement Agreement pertaining to the easement rights necessary to construct the storm drainage detention pond and publicly accessible sidewalk; and

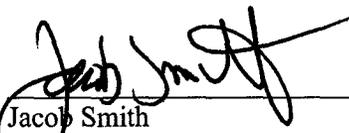
WHEREAS, parties have discussed and jointly developed an Intergovernmental Agreement between Golden and Jefferson County pertaining to the future operation of the storm drainage detention pond and publicly accessible sidewalk; and

WHEREAS, by Resolutions 1998 and 1999 City Council on October 22, 2009 approved similar documents for the proposed project that required changes to reflect the differing roles of Jefferson County and the Jefferson County Finance Corporation.

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

City Council authorizes the easement agreement, substantially in the form attached hereto as Exhibit A and the Intergovernmental Agreement substantially in the form attached as Exhibit B, to be substituted for the two easement agreements approved on October 22, 2009 under Resolutions 1998 and 1999. The Mayor is authorized to execute such documents.

Adopted this 14th day of January 2010.



Jacob Smith
Mayor



A handwritten signature in cursive script, appearing to read "Susan M. Brooks", written over a horizontal line.

Susan M. Brooks, MMC
City Clerk

Approved as to form:

A handwritten signature in cursive script, appearing to read "David S. Williamson", written over a horizontal line.

David S. Williamson
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 14th day of January, A.D., 2010.



ATTEST:

A handwritten signature in cursive script, appearing to read "Susan M. Brooks", written over a horizontal line.

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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement") is made and entered into this ___ day of December, 2009, by and among the JEFFERSON COUNTY FINANCE CORPORATION ("Grantor"), and CITY OF GOLDEN, COLORADO, a Colorado Municipal Corporation (the "City") and ST. JOSEPH GOLDEN LLLP, a Colorado limited liability limited partnership ("St. Joseph", and collectively with the City, "Grantees").

RECITALS

- A. Grantor is the owner of a certain parcel of property, described on Exhibit A hereto, and generally located at the southeast corner of West 10th Avenue and Johnson Road in Golden, Colorado. Said parcel of property is generally vacant except for an Xcel Energy high voltage electricity tower and a storm drainage detention facility with an approximate capacity of [15,300] cubic feet, currently accepting flows from both Johnson Road and a portion of the Jefferson County Government Center, which are more particularly described on Exhibit B.
- B. St. Joseph Golden LLLP owns certain real property directly east of Grantor's property directly to the east of Grantor's property, known as Lot 2, Saint Joseph Golden, per the final plat recorded October 19, 2009, at Reception Number 2009104119, County of Jefferson, State of Colorado, that St. Joseph desires to develop in accordance with plans approved by the City of Golden Planning Commission on June 3, 2009, and the City desires to facilitate the development of such parcel.
- C. The Grantees have requested, and Grantor is willing to convey a storm drainage detention facility easement and pedestrian easement over the property owned by Grantor, described on Exhibit A (the "Easement Property").

NOW THEREFORE, in consideration of the commitments herein 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 Grantees a non-exclusive, permanent easement over, under and across the Easement Property for the purpose of constructing and maintaining utilities, storm drainage detention facilities and appurtenances, and also for the purpose of constructing and maintaining pedestrian improvements 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; provided, however, the storm drainage detention facilities, if constructed, shall expand the existing storm drainage detention facility and have a minimum capacity of [53,600] cubic feet, but will not exceed that capacity without the prior written consent of Grantor. Upon completion of the construction and expansion of the storm water drainage detention facility, St. Joseph will be permitted to utilize up to [18,000] cubic feet of storm water capacity from the storm water drainage detention facility located on the Easement Property for its detention requirements. The construction, inspection, and acceptance process for the Easement Improvements shall be according to the provisions of Chapter 17.50 of the Golden Municipal Code and that certain Intergovernmental Agreement, dated December ____, 2009, by and between Jefferson County and the City of Golden (the "Intergovernmental Agreement"), and must be specifically authorized by the City before construction begins.

2. The City agrees to assume responsibility for maintenance of the storm drainage detention facility for the current and increased capacity according to the City's adopted standards, all in accordance with the terms of the Intergovernmental Agreement relating to the maintenance and expansion of the Easement Property.

3. In the event St. Joseph fails to develop the property adjacent to the Easement Property in accordance with the plans approved by the City of Golden Planning Commission within 2 years of the date of execution of this Easement Agreement, then this Easement shall automatically terminate on such date without further action of any party to this Easement.

ARTICLE 2: GENERAL PROVISIONS

1. Grantor, its successors and assigns, and Jefferson County shall not be liable to Grantees or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by Grantees, 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 Grantees, its contractors, subcontractors, agents, employees, licensees, or invitees.

2. To the extent authorized by law, and without waiving any provisions of the Colorado Immunity Act, Grantees indemnify and hold Grantor, its successors and assigns, and Jefferson County harmless from any and all loss or damage, including without limitation attorneys' fees, sustained or incurred by Grantor, its successors or assigns, and Jefferson County 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 Grantees, its contractors, subcontractors, agents, employees, permittees, or invitees. The obligations of Grantees hereunder shall survive termination of this Easement.

3. 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 Easement is subject to all prior encumbrances, restrictions, rights, claims and interests of record, or otherwise.

4. This Easement 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.

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

6. Grantor, its successors and assigns, 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 Grantees' use thereof.

7. 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 Grantees may desire to take under the terms of this Easement.

8. Except for rights or benefits that may accrue to Jefferson County, Colorado, as specifically addressed herein, nothing granted hereunder is intended to convey or imply any rights or benefits in any party who is not a signator to the agreement.

9. This Easement 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.

[The remainder of this page is intentionally left blank.]

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, dated for reference purposes only this ___ day of December 2009 (this "Agreement"), is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the "County"), and the **CITY OF GOLDEN**, a municipal corporation (the "City"). The County and the City shall be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

RECITALS

A. Pursuant to C.R.S. §29-1-203, C.R.S., as amended, governmental entities may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each; and

B. Jefferson County Finance Corporation (the "Finance Corporation") is the owner of a certain parcel of property, described on Exhibit A hereto, and generally located at the southeast corner of West 10th Avenue and Johnson Road in Golden, Colorado (the "Detention Pond Parcel"). Said parcel of property is generally vacant except for an Xcel Energy high voltage electricity tower and a storm drainage detention facility (the "Detention Pond") currently accepting flows from both Johnson Road and a portion of the Jefferson County Government Center, which is more particularly described on Exhibit B attached hereto and incorporated by this reference.

C. St. Joseph Golden, LLLP, a Colorado limited liability limited partnership ("St. Joseph") owns the property directly to the east of the Detention Pond Parcel, and is currently in the process of developing the parcel as an affordable (the "Housing Project"). St. Joseph was created through the initiative of Archdiocesan Housing Inc., a local not for profit organization whose mission it is to provide affordable housing. Archdiocesan Housing, Inc. will operate the project for the benefit of low-income households.

D. The City desires to assist St. Joseph with the development of the Housing Project.

E. The City has entered an Easement Agreement with the Finance Corporation and St. Joseph, in which the Finance Corporation granted to the City and St. Joseph an easement for purpose of constructing and maintaining a storm drainage detention facility and certain pedestrian improvements as more particularly set forth in the Easement Agreement recorded at Reception Number _____ in the Jefferson County real property records (the "Easement").

F. The current capacity of the Detention Pond is approximately [15,300] cubic feet.

G. The County is in the process of expanding the facilities on the Jefferson County Government Center and will require the use of the Detention Pond for additional storm drainage from the Jefferson County Government Center.

H. The County and the City desire to further clarify the Parties' obligations with respect expansion and maintenance of the Detention Pond Parcel in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the County and the City agree as follows:

1. **Detention Pond Capacity.** The City will not require the Finance Corporation or Jefferson County to provide additional Detention Pond capacity over the existing [15,300] cubic feet for any existing condition on the Jefferson County Government Center as of the date of this Agreement.

2. **Detention Pond Expansion.** Within two years of the date of this Agreement, the City may, at its option and expense, or the expense of St. Joseph, cause the storm drainage capacity of the Detention Pond to be increased to a minimum capacity of [53,600] cubic feet. The City shall not increase, nor allow an increase in capacity of the Detention Pond above the [53,600] cubic feet of capacity set forth herein without the prior written consent of the Finance Corporation and the Jefferson County Board of County Commissioners.

3. **Apportionment of Detention Pond Capacity.** Apportionment of the increased Detention Pond volume as set for in Section 2 shall be as follows:

- i. [15,300] cubic feet to accommodate existing conditions;
- ii. [18,000] cubic feet may be utilized for development of the Housing Project provided St. Joseph meets the requirements of the Golden Municipal Code,
- iii. Any excess capacity, but not less than [20,300] cubic feet, will be available for exclusive use by the Finance Corporation or the then current owner of the Jefferson County Government Center in support of future expansion of County operations at the Jefferson County Government Center.

4. **Maintenance of Detention Pond.** Subject to annual appropriations by the Golden City Council, the City agrees to assume permanent responsibility for maintenance of the Detention Pond for the current and increased capacity in accordance with the City's adopted standards; provided however, if the Finance Corporation or Jefferson County desire to further increase the capacity of the Detention Pond by more than [5,000] cubic feet beyond the [53,600] cubic feet expansion contemplated herein, the Parties shall renegotiate the maintenance provision of this Agreement.

5. **Permits.** The City shall not release permits for the contemplated expansion of the Detention Pond without County staff approval of the final construction plans, which approval will not be unreasonably withheld. The design of any alterations to the storm drainage facility will be according to the City's adopted standards and requirements.

6. Termination. In the event St. Joseph fails to develop the property adjacent to the Detention Pond Parcel within 2 years of the date of execution of this Agreement, then this Agreement shall automatically terminate on such date without further action of any party to this Agreement.

7. Limitation of Liability. The Finance Corporation and Jefferson County shall not be liable to St. Joseph, the City, or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by the City, St. Joseph or any of their contractors, subcontractors, or suppliers, of the Detention Pond Parcel, failure to maintain the Detention Pond Parcel improvement or by reason of any act or thing done or omitted to be done during the term of this Agreement or the Easement, by the City, St. Joseph, their contractors, subcontractors, agents, employees, licensees, or invitees.

8. Indemnification. To the extent authorized by law, and without waiving any provisions of the Colorado Immunity Act, the City indemnifies and holds the County and the Finance Corporation harmless from any and all loss or damage, including without limitation attorneys' fees, sustained or incurred by the County or the Finance Corporation 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 Agreement, by the City, its contractors, subcontractors, agents, employees, permittees, or invitees. The obligations of the City hereunder shall survive termination of this Agreement.

9. Amendment. This Agreement may be amended, modified or changed in whole or in part only by written agreement duly authorized and executed by the Parties.

10. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in the district court for the County of Jefferson, State of Colorado.

11. Intent of Agreement; No Joint Venture. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of the County, the City, or any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the County and the City with respect to the subject matter hereof.

12. Notice. Any notice or communication given pursuant to this Agreement shall be given in writing, either in person or by certified mail, return receipt requested. If given in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be deemed given at the time indicated in the duly completed return receipt.

Notice to the City shall be delivered or mailed to:

City Manager
City of Golden
911 Tenth Street
Golden, CO. 80401

with a copy to:

City Attorney
City of Golden
911 Tenth Street
Golden, CO 80401

Notice to the County shall be delivered or mailed to:

Director of Facilities and Construction Management
700 Jefferson County Parkway, Suite 300
Golden, CO 80401

with a copy to:

Jefferson County Attorney
100 Jefferson County Parkway Suite 5500
Golden, Colorado 80419

13. **Assignability.** No Party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other Parties hereto.

14. **Governing Law.** This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Colorado.

15. **Recitals.** The paragraphs contained in the section entitled “Recitals,” above, are a material and integral part of this Agreement.

16. **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

17. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those (if any) contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

18. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon the Parties, their successors and assigns.

19. **Officials Not to Benefit.** No member of the City or County government, commissioners or individual elected officers shall receive any share or part of this Agreement or any benefit that may arise therefrom.

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date(s) set forth below.

ATTEST:

COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
Deputy Clerk & Recorder

By: _____
J. Kevin McCasky, Chairman
Board of County Commissioners
Date: _____

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

ATTEST:

CITY OF GOLDEN

By: _____
Jacob Smith, as Mayor of the City of Golden
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement") is made and entered into this 16th day of ~~January~~^{February}, 2010, by and among the JEFFERSON COUNTY FINANCE CORPORATION ("Grantor"), and CITY OF GOLDEN, COLORADO, a Colorado Municipal Corporation (the "City") and ST. JOSEPH GOLDEN LLLP, a Colorado limited liability limited partnership ("St. Joseph", and collectively with the City, "Grantees").

RECITALS

- A. Grantor is the owner of a certain parcel of property, described on Exhibit A hereto, and generally located at the southeast corner of West 10th Avenue and Johnson Road in Golden, Colorado. Said parcel of property is generally vacant except for an Xcel Energy high voltage electricity tower and a storm drainage detention facility with an approximate capacity of 15,300 cubic feet, currently accepting flows from both Johnson Road and a portion of the Jefferson County Government Center, which are more particularly described on Exhibit B.
- B. St. Joseph Golden LLLP owns certain real property directly east of Grantor's property directly to the east of Grantor's property, known as Lot 2, Saint Joseph Golden, per the final plat recorded October 19, 2009, at Reception Number 2009104119, County of Jefferson, State of Colorado, that St. Joseph desires to develop in accordance with plans approved by the City of Golden Planning Commission on June 3, 2009, and the City desires to facilitate the development of such parcel.
- C. The Grantees have requested, and Grantor is willing to convey a storm drainage detention facility easement and pedestrian easement over the property owned by Grantor, described on Exhibit A (the "Easement Property").

NOW THEREFORE, in consideration of the commitments herein 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 Grantees a non-exclusive, permanent easement over, under and across the Easement Property for the purpose of constructing and

maintaining utilities, storm drainage detention facilities and appurtenances, and also for the purpose of constructing and maintaining pedestrian improvements 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; provided, however, the storm drainage detention facilities, if constructed, shall expand the existing storm drainage detention facility and have a minimum capacity of 56,000 cubic feet, but will not exceed that capacity without the prior written consent of Grantor. Upon completion of the construction and expansion of the storm water drainage detention facility, St. Joseph will be permitted to utilize up to 18,000 cubic feet of storm water capacity from the storm water drainage detention facility located on the Easement Property for its detention requirements. The construction, inspection, and acceptance process for the Easement Improvements shall be according to the provisions of Chapter 17.50 of the Golden Municipal Code and that certain Intergovernmental Agreement, dated ^{February} January [REDACTED], 2010, by and between Jefferson County and the City of Golden (the "Intergovernmental Agreement"), and must be specifically authorized by the City before construction begins.

2. The City agrees to assume responsibility for maintenance of the storm drainage detention facility for the current and increased capacity according to the City's adopted standards, all in accordance with the terms of the Intergovernmental Agreement relating to the maintenance and expansion of the Easement Property.

3. In the event St. Joseph fails to develop the property adjacent to the Easement Property in accordance with the plans approved by the City of Golden Planning Commission within 2 years of the date of execution of this Easement Agreement, then this Easement shall automatically terminate on such date without further action of any party to this Easement.

ARTICLE 2: GENERAL PROVISIONS

1. Grantor, its successors and assigns, and Jefferson County shall not be liable to Grantees or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by Grantees, 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 Grantees, its contractors, subcontractors, agents, employees, licensees, or invitees.

2. To the extent authorized by law, and without waiving any provisions of the Colorado Immunity Act, Grantees indemnify and hold Grantor, its successors and assigns, and Jefferson County harmless from any and all loss or damage, including without limitation attorneys' fees, sustained or incurred by Grantor, its successors or assigns, and Jefferson County 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 Grantees, its

contractors, subcontractors, agents, employees, permittees, or invitees. The obligations of Grantees hereunder shall survive termination of this Easement.

3. 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 Easement is subject to all prior encumbrances, restrictions, rights, claims and interests of record, or otherwise.

4. This Easement 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 filled.

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

6. Grantor, its successors and assigns, 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 Grantees' use thereof.

7. 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 Grantees may desire to take under the terms of this Easement.

8. Except for rights or benefits that may accrue to Jefferson County, Colorado, as specifically addressed herein, nothing granted hereunder is intended to convey or imply any rights or benefits in any party who is not a signator to the agreement.

9. This Easement 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.

[The remainder of this page is intentionally left blank.]

VICE PRESIDENT

GRANTEES:

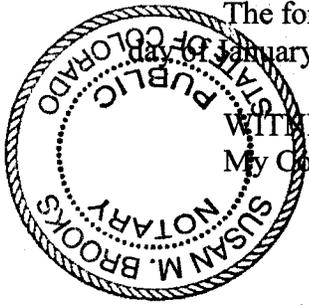
CITY OF GOLDEN, a Colorado Municipal Corporation

By: Jacob Smith
Jacob Smith, Mayor

 ATTEST.
Susan M. Brooks
Susan Brooks, MMC

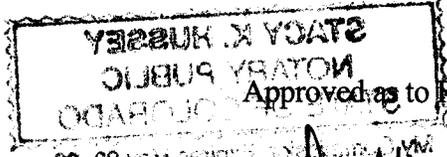
STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing Easement Agreement was acknowledged before me this 25th day of January, 2010, by Jacob Smith as Mayor of the City of Golden.



WITNESS my hand and official seal.
My Commission expires: 10/06/2013

Susan M. Brooks
Notary Public



Approved as to Form:
[Signature]

Exhibit A

Legal Description of Easement Property

See attached.

EXHIBIT A
LEGAL DESCRIPTION
SIDEWALK, DRAINAGE AND UTILITY EASEMENT
A Portion of the West 1/2 of the Southwest 1/4
of Section 2, T. 4 S., R. 70 W. of the 6th P.M.

A parcel of land being that portion of the West 1/2 of the Southwest 1/4 of Section 2, T. 4 S., R. 70 W. of the 6th P.M. lying north and east of the Exception for "road purposes" described at Reception No. 88007323, and south of the North 33 feet of the Northwest 1/4 of said Southwest 1/4 as described at Reception No. 80077493, County of Jefferson, State of Colorado, described as follows.

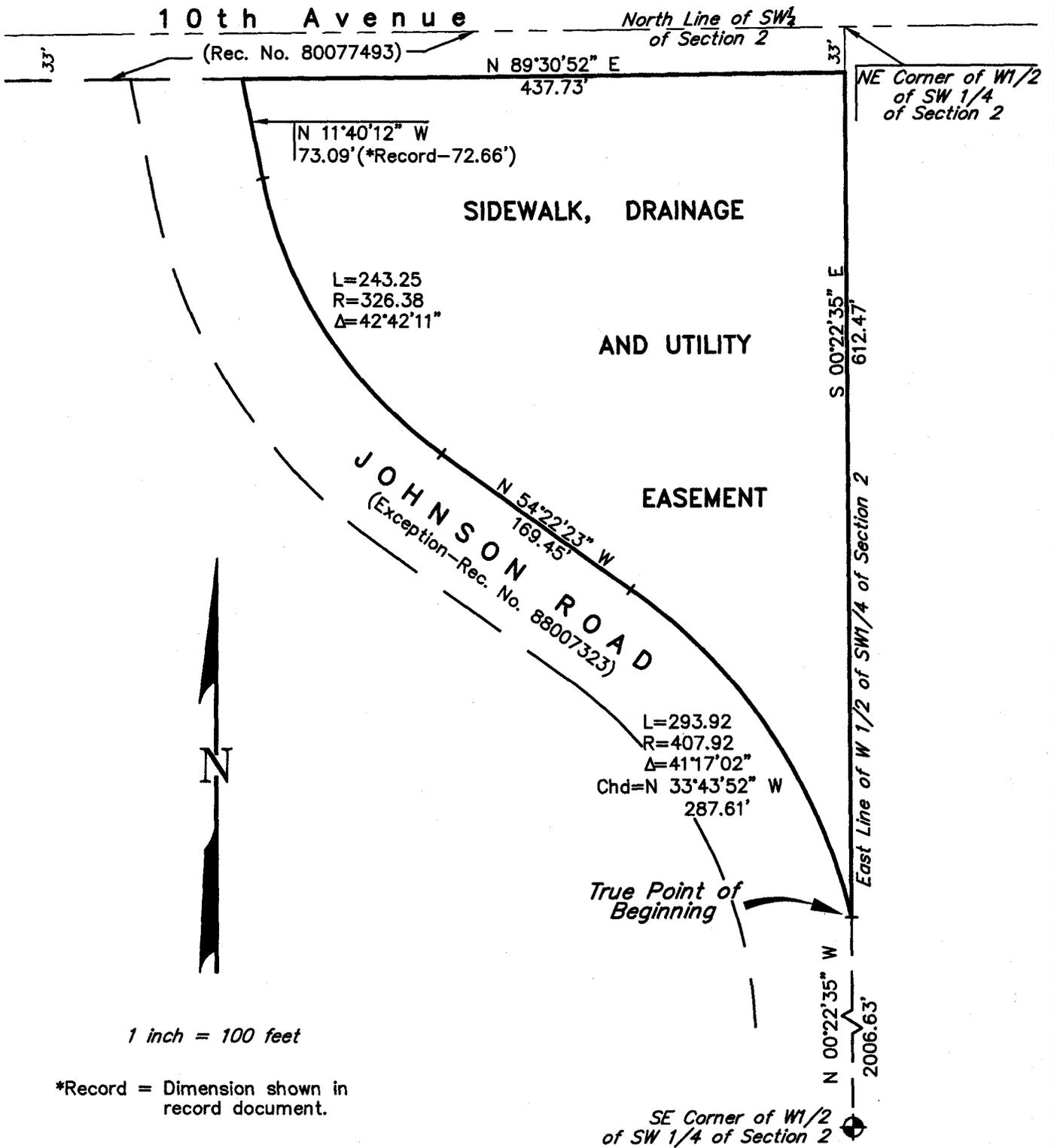
Beginning at the Southeast Corner of the West 1/2 of the Southwest 1/4 of said Section 2; thence N 00°22'35" W, 2006.63 feet along the East line of said West 1/2 to the True Point of Beginning; thence 293.32 feet along a 407.92 feet radius non-tangential curve to the left which chord bears N 33°43'52" W and having a central angle of 41°17'02"; thence N 54°22'23" W, a distance of 169.45 feet to a point of curvature; thence 243.25 feet along a 326.38 feet radius curve to the right having a central angle of 42°42'11"; thence N 11°40'12" W, a distance of 73.09 feet to a point on the south line of the North 33 feet of the Northwest 1/4 of said Southwest 1/4 as described at Reception No. 80077493; thence N 89°30'52" E along said south line, a distance of 437.73 feet to a point on the East line of said West 1/2 which lies 33.00 feet south of the Northeast Corner of said West 1/2; thence S 00°22'35" E along said East line, a distance of 612.47 feet to the True Point of Beginning;

The above description was prepared by me, or under my direct supervision.

Christopher D.. Rogers, L.S. No. 38091
Aegis Surveying, Inc.
3395 Yates Street, Denver, CO 80212

Job Name: StJoes-G
Job No. 53203
October 7, 2009
Revised Dec. 8, 2009
CDR/wp

EXHIBIT A
SIDEWALK, DRAINAGE AND UTILITY EASEMENT
 A Portion of the West 1/2 of the Southwest 1/4
 of Section 2, T. 4 S., R. 70 W. of the 6th P.M.



1 inch = 100 feet

*Record = Dimension shown in record document.

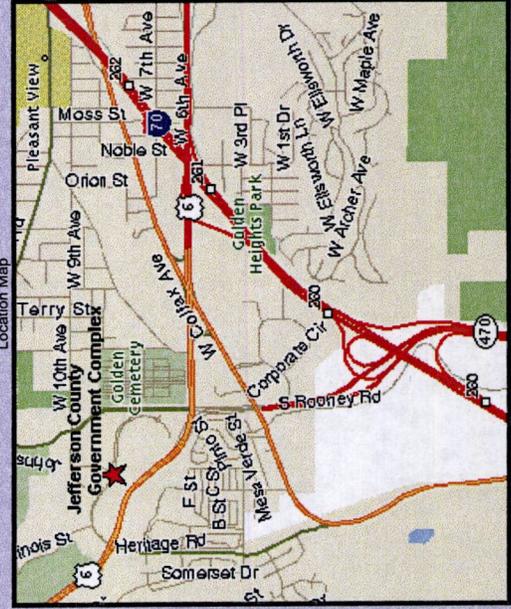
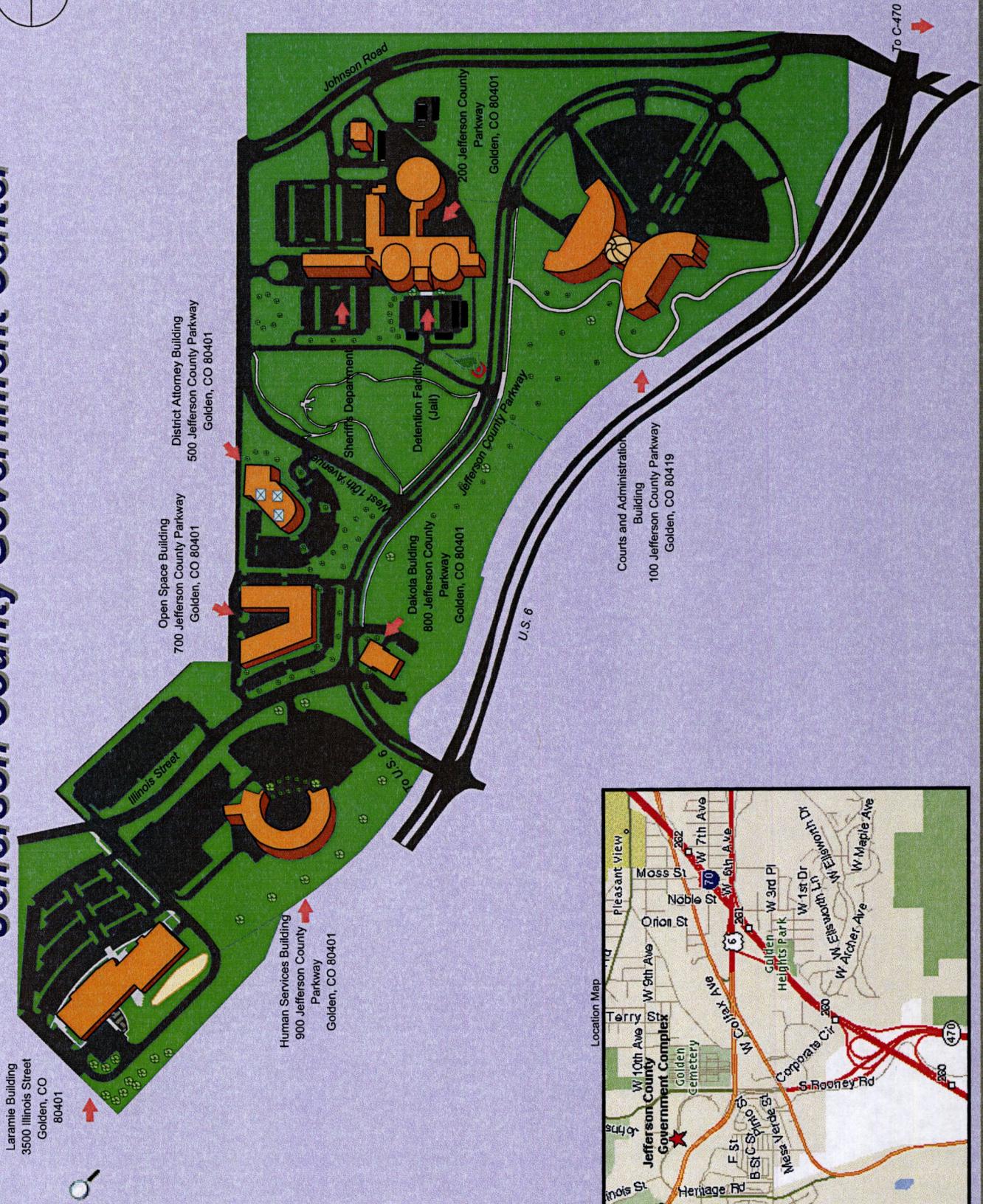
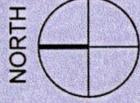
Revised: December 8, 2009

Exhibit B

Jefferson County Government Center

See attached.

Jefferson County Government Center



INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, dated for reference purposes only this 16th day of ~~January~~^{February}/2010 (this "Agreement"), is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the "County"), and the **CITY OF GOLDEN**, a municipal corporation (the "City"). The County and the City shall be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

RECITALS

A. Pursuant to C.R.S. §29-1-203, C.R.S., as amended, governmental entities may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each; and

B. Jefferson County Finance Corporation (the "Finance Corporation") is the owner of a certain parcel of property, described on Exhibit A hereto, and generally located at the southeast corner of West 10th Avenue and Johnson Road in Golden, Colorado (the "Detention Pond Parcel"). Said parcel of property is generally vacant except for an Xcel Energy high voltage electricity tower and a storm drainage detention facility (the "Detention Pond") currently accepting flows from both Johnson Road and a portion of the Jefferson County Government Center, which is more particularly described on Exhibit B attached hereto and incorporated by this reference.

C. St. Joseph Golden, LLLP, a Colorado limited liability limited partnership ("St. Joseph") owns the property directly to the east of the Detention Pond Parcel, and is currently in the process of developing the parcel as an affordable (the "Housing Project"). St. Joseph was created through the initiative of Archdiocesan Housing Inc., a local not for profit organization whose mission it is to provide affordable housing. Archdiocesan Housing, Inc. will operate the project for the benefit of low-income households.

D. The City desires to assist St. Joseph with the development of the Housing Project.

E. The City has entered an Easement Agreement with the Finance Corporation and St. Joseph, in which the Finance Corporation granted to the City and St. Joseph an easement for purpose of constructing and maintaining a storm drainage detention facility and certain pedestrian improvements as more particularly set forth in the Easement Agreement recorded at Reception Number 2010014848 in the Jefferson County real property records (the "Easement").

F. The current capacity of the Detention Pond is approximately 15,300 cubic feet.

G. The County is in the process of expanding the facilities on the Jefferson County Government Center and will require the use of the Detention Pond for additional storm drainage from the Jefferson County Government Center.

H. The County and the City desire to further clarify the Parties' obligations with respect expansion and maintenance of the Detention Pond Parcel in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the County and the City agree as follows:

1. **Detention Pond Capacity.** The City will not require the Finance Corporation or Jefferson County to provide additional Detention Pond capacity over the existing 15,300 cubic feet for any existing condition on the Jefferson County Government Center as of the date of this Agreement.

2. **Detention Pond Expansion.** Within two years of the date of this Agreement, the City may, at its option and expense, or the expense of St. Joseph, cause the storm drainage capacity of the Detention Pond to be increased to a minimum capacity of 56,000 cubic feet. The City shall not increase, nor allow an increase in capacity of the Detention Pond above the 56,000 cubic feet of capacity set forth herein without the prior written consent of the Finance Corporation and the Jefferson County Board of County Commissioners.

3. **Apportionment of Detention Pond Capacity.** Apportionment of the increased Detention Pond volume as set for in Section 2 shall be as follows:

- i. 17,700 cubic feet to accommodate existing conditions;
- ii. 18,000 cubic feet may be utilized for development of the Housing Project provided St. Joseph meets the requirements of the Golden Municipal Code,
- iii. Any excess capacity, but not less than 20,300 cubic feet, will be available for exclusive use by the Finance Corporation or the then current owner of the Jefferson County Government Center in support of future expansion of County operations at the Jefferson County Government Center.

4. **Maintenance of Detention Pond.** Subject to annual appropriations by the Golden City Council, the City agrees to assume permanent responsibility for maintenance of the Detention Pond for the current and increased capacity in accordance with the City's adopted standards; provided however, if the Finance Corporation or Jefferson County desire to further increase the capacity of the Detention Pond by more than 5,000 cubic feet beyond the 56,000 cubic feet expansion contemplated herein, the Parties shall renegotiate the maintenance provision of this Agreement.

5. Permits. The City shall not release permits for the contemplated expansion of the Detention Pond without County staff approval of the final construction plans, which approval will not be unreasonably withheld. The design of any alterations to the storm drainage facility will be according to the City's adopted standards and requirements.

6. Termination. In the event St. Joseph fails to develop the property adjacent to the Detention Pond Parcel within 2 years of the date of execution of this Agreement, then this Agreement shall automatically terminate on such date without further action of any party to this Agreement.

7. Limitation of Liability. The Finance Corporation and Jefferson County shall not be liable to St. Joseph, the City, or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by the City, St. Joseph or any of their contractors, subcontractors, or suppliers, of the Detention Pond Parcel, failure to maintain the Detention Pond Parcel improvement or by reason of any act or thing done or omitted to be done during the term of this Agreement or the Easement, by the City, St. Joseph, their contractors, subcontractors, agents, employees, licensees, or invitees.

8. Indemnification. To the extent authorized by law, and without waiving any provisions of the Colorado Immunity Act, the City indemnifies and holds the County and the Finance Corporation harmless from any and all loss or damage, including without limitation attorneys' fees, sustained or incurred by the County or the Finance Corporation 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 Agreement, by the City, its contractors, subcontractors, agents, employees, permittees, or invitees. The obligations of the City hereunder shall survive termination of this Agreement.

9. Amendment. This Agreement may be amended, modified or changed in whole or in part only by written agreement duly authorized and executed by the Parties.

10. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in the district court for the County of Jefferson, State of Colorado.

11. Intent of Agreement; No Joint Venture. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of the County, the City, or any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the County and the City with respect to the subject matter hereof.

12. Notice. Any notice or communication given pursuant to this Agreement shall be given in writing, either in person or by certified mail, return receipt requested. If given in

person, notice shall be deemed given when actually given. If given by certified mail, notice shall be deemed given at the time indicated in the duly completed return receipt.

Notice to the City shall be delivered or mailed to:

City Manager
City of Golden
911 Tenth Street
Golden, CO. 80401

with a copy to:

City Attorney
City of Golden
911 Tenth Street
Golden, CO 80401

Notice to the County shall be delivered or mailed to:

Director of Facilities and Construction Management
700 Jefferson County Parkway, Suite 300
Golden, CO 80401

with a copy to:

Jefferson County Attorney
100 Jefferson County Parkway Suite 5500
Golden, Colorado 80419

13. Assignability. No Party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other Parties hereto.

14. Governing Law. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Colorado.

15. Recitals. The paragraphs contained in the section entitled "Recitals," above, are a material and integral part of this Agreement.

16. Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

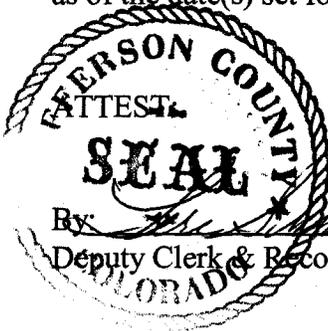
17. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those (if any) contained herein, that this Agreement

constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

18. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon the Parties, their successors and assigns.

19. Officials Not to Benefit. No member of the City or County government, commissioners or individual elected officers shall receive any share or part of this Agreement or any benefit that may arise therefrom.

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date(s) set forth below.



COUNTY OF JEFFERSON
STATE OF COLORADO

By: [Signature]
Kathy Hartman, Chairman
Board of County Commissioners
Date: 2/16/10

APPROVED AS TO FORM:

By: [Signature]
Assistant County Attorney

ATTEST:

CITY OF GOLDEN

By: [Signature]
Jacob Smith, as Mayor of the City of Golden
Date: _____

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Exhibit A

Detention Pond Parcel Legal Description

See attached.

EXHIBIT A
LEGAL DESCRIPTION
SIDEWALK, DRAINAGE AND UTILITY EASEMENT
A Portion of the West 1/2 of the Southwest 1/4
of Section 2, T. 4 S., R. 70 W. of the 6th P.M.

A parcel of land being that portion of the West 1/2 of the Southwest 1/4 of Section 2, T. 4 S., R. 70 W. of the 6th P.M. lying north and east of the Exception for "road purposes" described at Reception No. 88007323, and south of the North 33 feet of the Northwest 1/4 of said Southwest 1/4 as described at Reception No. 80077493, County of Jefferson, State of Colorado, described as follows.

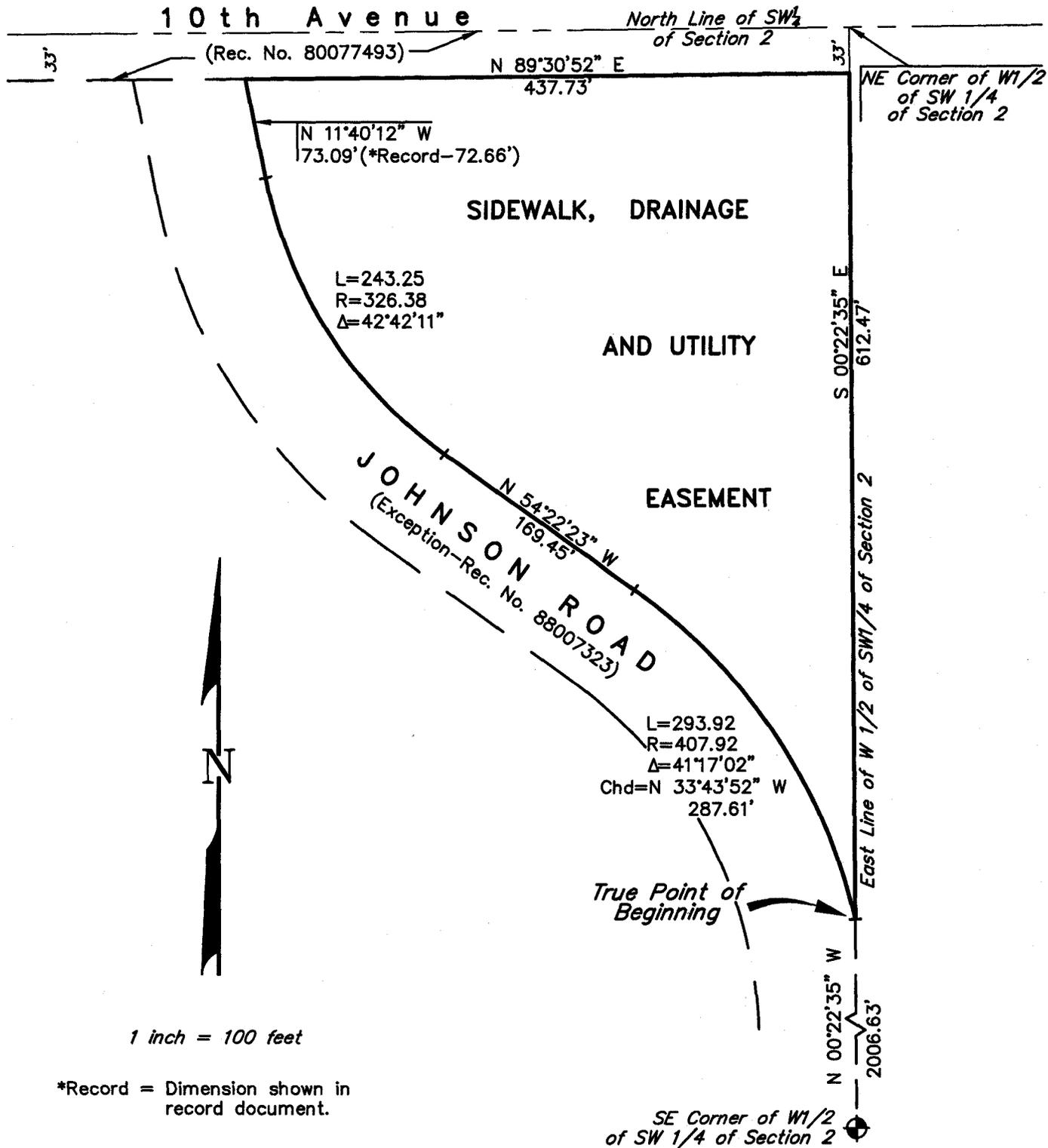
Beginning at the Southeast Corner of the West 1/2 of the Southwest 1/4 of said Section 2; thence N 00°22'35" W, 2006.63 feet along the East line of said West 1/2 to the True Point of Beginning; thence 293.32 feet along a 407.92 feet radius non-tangential curve to the left which chord bears N 33°43'52" W and having a central angle of 41°17'02"; thence N 54°22'23" W, a distance of 169.45 feet to a point of curvature; thence 243.25 feet along a 326.38 feet radius curve to the right having a central angle of 42°42'11"; thence N 11°40'12" W, a distance of 73.09 feet to a point on the south line of the North 33 feet of the Northwest 1/4 of said Southwest 1/4 as described at Reception No. 80077493; thence N 89°30'52" E along said south line, a distance of 437.73 feet to a point on the East line of said West 1/2 which lies 33.00 feet south of the Northeast Corner of said West 1/2; thence S 00°22'35" E along said East line, a distance of 612.47 feet to the True Point of Beginning;

The above description was prepared by me, or under my direct supervision.

Christopher D.. Rogers, L.S. No. 38091
Aegis Surveying, Inc.
3395 Yates Street, Denver, CO 80212

Job Name: StJoes-G
Job No. 53203
October 7, 2009
Revised Dec. 8, 2009
CDR/wp

EXHIBIT A
SIDEWALK, DRAINAGE AND UTILITY EASEMENT
 A Portion of the West 1/2 of the Southwest 1/4
 of Section 2, T. 4 S., R. 70 W. of the 6th P.M.



Revised: December 8, 2009

Proj. StJoese-G J.N. 53203

Sheet 2 of 2

Date: October 6, 2009

AEGIS Surveying, Inc.

3395 Yates Street

Denver, Colorado 80212

(303)477-9319

Exhibit B

Jefferson County Government Center

See attached.



Jefferson County Government Center

