RESOLUTION NO. 1963

A RESOLUTION OF THE GOLDEN CITY COUNCIL ACCEPTING A UTILITY EASEMENT AND PEDESTRIAN, BICYCLE TRAIL, AND EMERGENCY VEHICLE ACCESS EASEMENT ON PROPERTY AT 1112 JACKSON STREET

WHEREAS, as part of a negotiated agreement pertaining to construction of a soundwall and a proposed vacation of a portion of Virginia Street right of way west of Jackson Street, Steven D and Diane Hamilton at 1112 Jackson Street are willing to convey a Utility Easement and a Pedestrian, Bicycle Trail, and Emergency Vehicle Access Easement to the City of Golden.

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

Section 1. City Council hereby approves the Utility Easement and a Pedestrian, Bicycle Trail, and Emergency Vehicle Access Easement substantially in the form attached as Exhibits A, and B.

Section 2. The Mayor and City Clerk are hereby authorized and directed to certify upon the easement agreements the City's approval and acceptance thereof. The City Clerk is hereby authorized and directed to file the easement agreement with the Jefferson County Clerk and Recorder's office upon execution.

Adopted this 23rd day of April, 2009.

Jacob Smit Mayor

Susan M. Brooks, MMC

City Clerk

APPROVED AS TO FORM:

David S. Williamson

City Attorney

Resolution No. 1963 Page 2

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular business meeting thereof held on the 23rd day of April, A.D., 2009.

TO COLOR DO COLOR DE COLOR DE

ATTEST:

Susan M. Brooks, City Clerk of the City of

Golden, Colorado

EXHIBIT A UTILITY EASEMENT

THIS EASEMENT	, effective this	day of	2009, by and between	Steven D.
and Diane Figg Hamilton,	whose address is	s 1112 Jackson	Street ("Owner"), and the	CITY OF
GOLDEN, 911 10th Street,	Golden, Colorado	o 80401, a mun	icipal corporation, ("City").	

- l. <u>Consideration</u>. For and in consideration of the sum of Ten (\$10.00) and other good and valuable consideration paid by the City to the Owner, the receipt of which is hereby acknowledged, Owner hereby sells, conveys and grants unto the City a non-exclusive, permanent easement and right-of-way over, upon, across, through, and under the property as shown and described in Exhibit A attached to and made part hereof ("Property"), for the uses and purposes and upon the terms hereinafter set forth.
- 2. <u>Purpose</u>. This easement and right-of-way is for the purpose of granting the City the right to construct, inspect, maintain, operate and use for the construction, maintenance, improvement and operation of utilities and associated appurtenances ("Improvement(s)"), upon, across, over, under, through, and within the Property.
- 3. <u>Hazardous Substances</u>. Owner represents to the City, that to owner's knowledge as of the date of the execution of this Easement, and with respect to the Property: (1) the Property has never been used as a landfill or waste dump; (2) that there has been no installation in or production, disposal, or storage on the Property of any hazardous substances, including, without limitation, asbestos, by Owner, owner's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; (3) there is no underground storage tank on the Property; and (4) there is no proceeding or inquiry by any governmental authority or agency with respect thereto. Owner shall indemnify, defend and hold the City harmless from and against any and all claims, demands, and liabilities, costs and expenses (including expert fees and attorney fees) arising or resulting from a breach of the covenants and warranties contained in this paragraph. For the purposes of this Easement, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq.,) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum or petroleum products.

4. Representations and Warranties of Owner.

(A) The Owner, for itself, its successors, assigns and all parties with interest in the Property, does hereby covenant and agree not to construct improvements of any kind or nature whatsoever on, over, across or under the Property or to take or fail to take any action of any kind or nature whatsoever which would interfere with the City's use of the Property for the purposes herein

granted.

- (B) Owner hereby warrants and represents to the City that Owner is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed herein are free and clear of liens and encumbrances; and that Owner has sole and exclusive authority to enter into this Easement.
- 5. <u>Survival of Indemnifications and Representations</u>. All representations, obligations, warranties, liabilities, covenants and agreements of Owner in this Easement shall survive the consummation of the transactions contemplated in this Easement; provided, however, nothing contained herein shall imply or import a covenant on the part of Owner for quiet enjoyment.
- 6. <u>Notices</u>. Any notices given under the provisions of this Easement shall be valid if deposited with the United States Postal Service addressed to Owner or to the City at the addresses stated above.
- 7. <u>Binding Effect</u>. This grant of the Easement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and all parties in interest, provided nothing contained herein shall be construed to be an abandonment or dedication of such public way to any public entity.
- 8. <u>Attorneys Fees and Costs</u>. In the event of any litigation between the parties relating to this Easement, the prevailing party shall be entitled to costs and reasonable expert and attorney fees incurred in connection with such litigation.
- 9. <u>Complete Agreement</u>. This Easement consists of all the agreements, understandings, and promises between the parties with respect to the subject matter of this Easement, and there are no agreements, understandings or promises between the parties other than those set forth in this Easement.
- 10. Governing Law. This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Jefferson County.

		By:		
		•	Steven D. Hamilton	
		Dın		
		Ву:	Diane Figg Hamilton	•
STATE OF COLORADO				
STATE OF COLORADO)) ss:			
COUNTY OF) 33.			
The foregoing instruction The foregoing instruction 200, by Steven D. Hamil	ment was acknowle ton and Diane Figg	edged before Hamilton.	re me this day of	·
Witness my hand an	d official seal.			
My commission exp	ires:			
		NOT	ARY PUBLIC	
ACCEPTED BY TH	E CITY OF GOLI	DEN THIS	DAY OF, 200	
		Jacob Mayo	Smith or	
ATTEST:				
Susan M. Brooks, MMC City Clerk				-

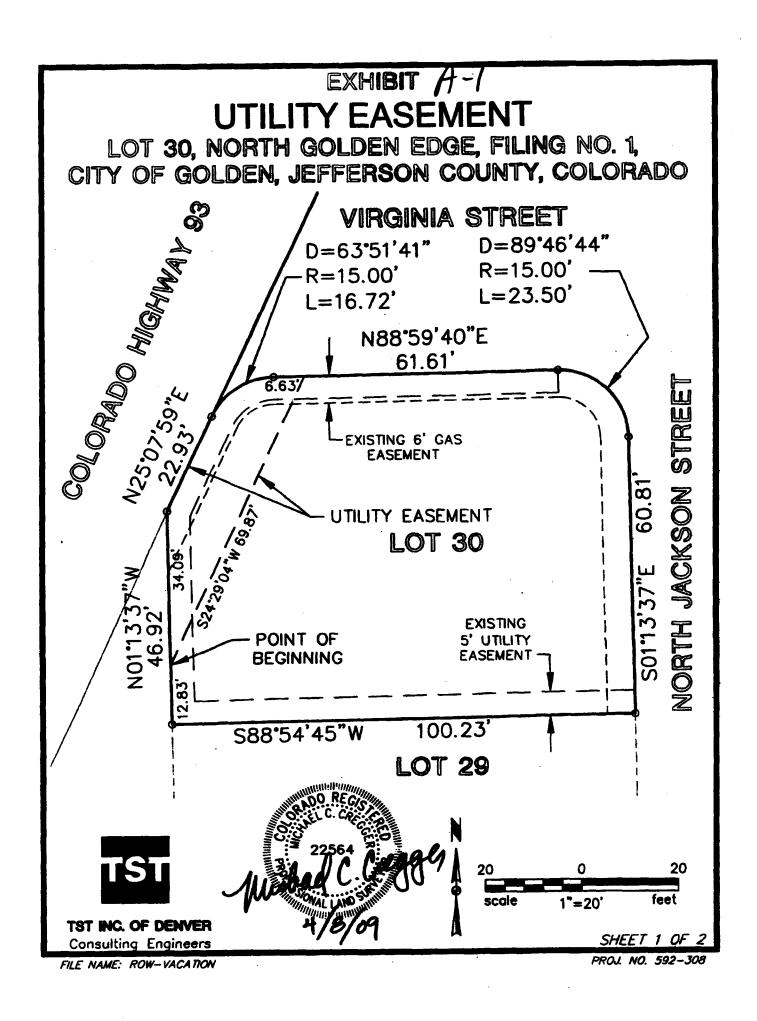


EXHIBIT # - 2 UTILITY EASEMENT

LOT 30, NORTH GOLDEN EDGE, FILING NO. 1, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION

A PORTION OF LOT 30, NORTH GOLDEN EDGE, FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO BEING DESCRIBED AS FOILOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 30 AND CONSIDERING THE SOUTH LINE OF SAID LOT 30 TO BEAR NORTH 88'54'45"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE WESTERLY LIMITS OF SAID LOT 30, NORTH 01'13'37"WEST, 12.83 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID WESTERLY LIMITS THE FOLLOWING COURSES: NORTH 01'13'37"WEST, 34.09 FEET; THENCE NORTH 25'07'59"EAST, 22.93 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 63'51'41", A RADIUS OF 15.00 FEET, AND AN ARC OF 16.72 FEET TO THE NORTH LINE OF SAID LOT 30; THENCE ALONG SAID NORTH LINE, NORTH 88'59'40"EAST, 6.63 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 24'29'04"WEST, 69.87 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 733 SQUARE FEET, (0.02 ACRES) MORE OR LESS.

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.

4/8/2009

DATE

OO REGISSIONAL LANG SPANING

PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



TST INC. OF DENVER

Consulting Engineers

SHEET 2 OF 2

EXHIBIT B EASEMENT

	THIS EASEM	MENT, effective	ve this da	y of	_2009, by and b	etween Steve	nD.
and I	Diane Figg Ham	nilton, whose	address is 111	2 Jackson Stree	et ("Owner"), a	nd the CITY	OF
GOL	DEN, 911 10th S	Street, Golden	, Colorado 804	101, a municipal	corporation, ("	'City").	

- l. <u>Consideration</u>. For and in consideration of the sum of Ten (\$10.00) and other good and valuable consideration paid by the City to the Owner as described herein and in paragraph 4 below, the receipt of which is hereby acknowledged, Owner hereby sells, conveys and grants unto the City an exclusive and permanent easement and right-of-way over, upon, across, through, and under the property as shown and described in Exhibit 1 attached to and made part hereof ("Property"), for the uses and purposes and upon the terms hereinafter set forth.
- 2. <u>Purpose</u>. This easement and right-of-way is for the purpose of granting the City the right to construct, inspect, maintain, operate and use for the construction, maintenance, improvement and operation of pedestrian and bicycle trail and emergency vehicle access improvements, and utilities and associated appurtenances ("Improvement(s)"), upon, across, over, under, through, and within the Property.
- 3. Hazardous Substances. Owner represents to the City, that to owner's knowledge as of the date of the execution of this Easement, and with respect to the Property: (1) the Property has never been used as a landfill or waste dump; (2) that there has been no installation in or production, disposal, or storage on the Property of any hazardous substances, including, without limitation, asbestos, by Owner, owner's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; (3) there is no underground storage tank on the Property; and (4) there is no proceeding or inquiry by any governmental authority or agency with respect thereto. Owner shall indemnify, defend and hold the City harmless from and against any and all claims, demands, and liabilities, costs and expenses (including expert fees and attorney fees) arising or resulting from a breach of the covenants and warranties contained in this paragraph. For the purposes of this Easement, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq.,) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum or petroleum products.
- 4. Additional Consideration. Within one hundred eighty days (180) of the execution of this Easement Agreement, City will cause the following fencing improvements to be constructed:
 - a. A six (6) foot high wood or durable plastic material privacy fence, equivalent to the existing fence along the west property line of 1112 Jackson Street, said privacy fence

to be located along the easterly line of the property described in Exhibit 1, and to extend along the easterly boundary of that certain pedestrian and bicycle trail and emergency vehicle access easement retained by the City of Golden as Exhibit B to Ordinance 1841, terminating at the southwest corner of that certain pedestrian and bicycle trail and emergency vehicle access easement retained by the City of Golden as Exhibit C to Ordinance 1841.

b. An open rail fence of approximately forty-two (42) inches in height along the southerly side of that certain pedestrian and bicycle trail and emergency vehicle access easement retained by the City of Golden as Exhibit C to Ordinance 1841.

5. Representations and Warranties of Owner.

- (A) The Owner, for itself, its successors, assigns and all parties with interest in the Property, does hereby covenant and agree not to construct improvements of any kind or nature whatsoever on, over, across or under the Property or to take or fail to take any action of any kind or nature whatsoever which would interfere with the City's use of the Property for the purposes herein granted.
- (B) Owner hereby warrants and represents to the City that Owner is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed herein are free and clear of liens and encumbrances; and that Owner has sole and exclusive authority to enter into this Easement.
- 6. <u>Survival of Indemnifications and Representations</u>. All representations, obligations, warranties, liabilities, covenants and agreements of Owner in this Easement shall survive the consummation of the transactions contemplated in this Easement; provided, however, nothing contained herein shall imply or import a covenant on the part of Owner for quiet enjoyment.
- 7. <u>Notices</u>. Any notices given under the provisions of this Easement shall be valid if deposited with the United States Postal Service addressed to Owner or to the City at the addresses stated above.
- 8. <u>Binding Effect</u>. This grant of the Easement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and all parties in interest, provided nothing contained herein shall be construed to be an abandonment or dedication of such public way to any public entity.
- 9. <u>Attorneys Fees and Costs</u>. In the event of any litigation between the parties relating to this Easement, the prevailing party shall be entitled to costs and reasonable expert and attorney fees incurred in connection with such litigation.
- 10. <u>Complete Agreement</u>. This Easement consists of all the agreements, understandings, and promises between the parties with respect to the subject matter of this Easement, and there are

Easement.	ween the parties other than those set forth in this
	and all of the terms and provisions hereof shall be the laws of the State of Colorado, with venue in
	By:Steven D. Hamilton
	By: Diane Figg Hamilton
STATE OF COLORADO) ss:	
COUNTY OF) ss:	
The foregoing instrument was acknowled 200_, by Steven D. and Diane Figg Hamilton.	dged before me this day of,
Witness my hand and official seal.	
My commission expires:	
·	NOTARY PUBLIC
ACCEPTED BY THE CITY OF GOLD	EN THIS DAY OF, 200
ATTEST:	Jacob Smith Mayor

Susan M. Brooks, MMC City Clerk

EXHIBIT 1-A PEDESTRIAN & EMERGENCY LOT 30, NORTH GOLDEN EDGE, FILING NO. 1, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO Virginia Street D=89°46'44" D=63°51'41" R = 15.00'R=15.00' L=23.50'L=16.72'N88°59'40"E 61.61 NORTH JACKSON STREE EXISTING 6' GAS **EASEMENT** 60.81 POINT OF BEGINNING LOT 30 PEDESTRIAN & EMERGENCY ACCESS 'nŏ **EXISTING EASEMENT** 5' UTILITY N01.1 6 41.60' EASEMENT S88°54'45"W 100.23 LOT 29 20 feet scale 1'' = 20'TST INC. OF DENVER Consulting Engineers SHEET 1 OF 2

EXHIBIT 1 - B

PEDESTRIAN & EMERGENCY ACCESS EASEMENT

LOT 30, NORTH GOLDEN EDGE, FILING NO. 1, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION

A PORTION OF LOT 30, NORTH GOLDEN EDGE, FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 30 AND CONSIDERING THE SOUTH LINE OF SAID LOT 30 TO BEAR NORTH 88°54'45"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE WESTERLY LIMITS OF SAID LOT 30, NORTH 01°13'37"WEST, 41.60 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID WESTERLY LIMITS THE FOLLOWING COURSES: NORTH 01°13'37"WEST, 5.32 FEET; THENCE NORTH 25°07'59"EAST, 22.93 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 46°20'10", A RADIUS OF 15.00 FEET, AND AN ARC OF 12.13 FEET; THENCE DEPARTING SAID WESTERLY LIMITS, SOUTH 28°31'24"WEST, 38.61 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 114 SQUARE FEET, MORE OR LESS.

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.

2/25/2009

PROFESSIONAL LAND SURVEYOR COLORADO REGISTRATION NO. 2256

DATE

22564 22564



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

1100

RESOLUTION NO. 1963

A RESOLUTION OF THE GOLDEN CITY COUNCIL ACCEPTING A UTILITY EASEMENT AND PEDESTRIAN, BICYCLE TRAIL, AND EMERGENCY VEHICLE ACCESS EASEMENT ON PROPERTY AT 1112 JACKSON STREET

WHEREAS, as part of a negotiated agreement pertaining to construction of a soundwall and a proposed vacation of a portion of Virginia Street right of way west of Jackson Street, Steven D and Diane Hamilton at 1112 Jackson Street are willing to convey a Utility Easement and a Pedestrian, Bicycle Trail, and Emergency Vehicle Access Easement to the City of Golden.

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

Section 1. City Council hereby approves the Utility Easement and a Pedestrian, Bicycle Trail, and Emergency Vehicle Access Easement substantially in the form attached as Exhibits A, and B.

Section 2. The Mayor and City Clerk are hereby authorized and directed to certify upon the easement agreements the City's approval and acceptance thereof. The City Clerk is hereby authorized and directed to file the easement agreement with the Jefferson County Clerk and Recorder's office upon execution.

Adopted this 23rd day of April, 2009.

Susan M. Brooks, MMC

City Clerk

APPROVED AS TO FORM:

David S. Williamson

City Attorney

Jacob Smith Mayor

R \$11.00 D \$0.00 RES

2009056496 RE3 06/11/2009 11:13:39 AM 2 Page(s)

Jefferson County, Colorado

Resolution No. 1963 Page 2

2

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular business meeting thereof held on the 23rd day of April, A.D., 2009.

TO TO TO TO TO

ATTEST:

Susan M. Brooks, City Clerk of the City of

Golden, Colorado

2009056497 06/11/2009 R \$20.00 D \$0.00 EASE

11/2009 11:13:39 AM 5 Page(s) Jefferson County, Colorado

EASEMENT

THIS EASEMENT, effective this 24th day of 2009, by and between Steven D. and Diane Figg Hamilton, whose address is 1112 Jackson Street ("Owner"), and the CITY OF GOLDEN, 911 l0th Street, Golden, Colorado 80401, a municipal corporation, ("City").

- l. <u>Consideration</u>. For and in consideration of the sum of Ten (\$10.00) and other good and valuable consideration paid by the City to the Owner as described herein and in paragraph 4 below, the receipt of which is hereby acknowledged, Owner hereby sells, conveys and grants unto the City an exclusive and permanent easement and right-of-way over, upon, across, through, and under the property as shown and described in Exhibit 1 attached to and made part hereof ("Property"), for the uses and purposes and upon the terms hereinafter set forth.
- 2. <u>Purpose</u>. This easement and right-of-way is for the purpose of granting the City the right to construct, inspect, maintain, operate and use for the construction, maintenance, improvement and operation of pedestrian and bicycle trail and emergency vehicle access improvements, and utilities and associated appurtenances ("Improvement(s)"), upon, across, over, under, through, and within the Property.
- 3. <u>Hazardous Substances</u>. Owner represents to the City, that to owner's knowledge as of the date of the execution of this Easement, and with respect to the Property: (1) the Property has never been used as a landfill or waste dump; (2) that there has been no installation in or production, disposal, or storage on the Property of any hazardous substances, including, without limitation, asbestos, by Owner, owner's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; (3) there is no underground storage tank on the Property; and (4) there is no proceeding or inquiry by any governmental authority or agency with respect thereto. Owner shall indemnify, defend and hold the City harmless from and against any and all claims, demands, and liabilities, costs and expenses (including expert fees and attorney fees) arising or resulting from a breach of the covenants and warranties contained in this paragraph. For the purposes of this Easement, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq.,) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum or petroleum products.
- 4. <u>Additional Consideration</u>. Within one hundred eighty days (180) of the execution of this Easement Agreement, City will cause the following fencing improvements to be constructed:
 - a. An eight (8) foot high durable plastic material privacy fence, equivalent to the existing fence along the west property line of 1112 Jackson Street, said privacy fence to be located along the easterly line of the property described in Exhibit 1, and to extend along the easterly boundary of that certain pedestrian and bicycle trail and

PEDESTRIAN & EMERGENCY ACCESS EASEMENT

LOT 30, NORTH GOLDEN EDGE, FILING NO. 1,

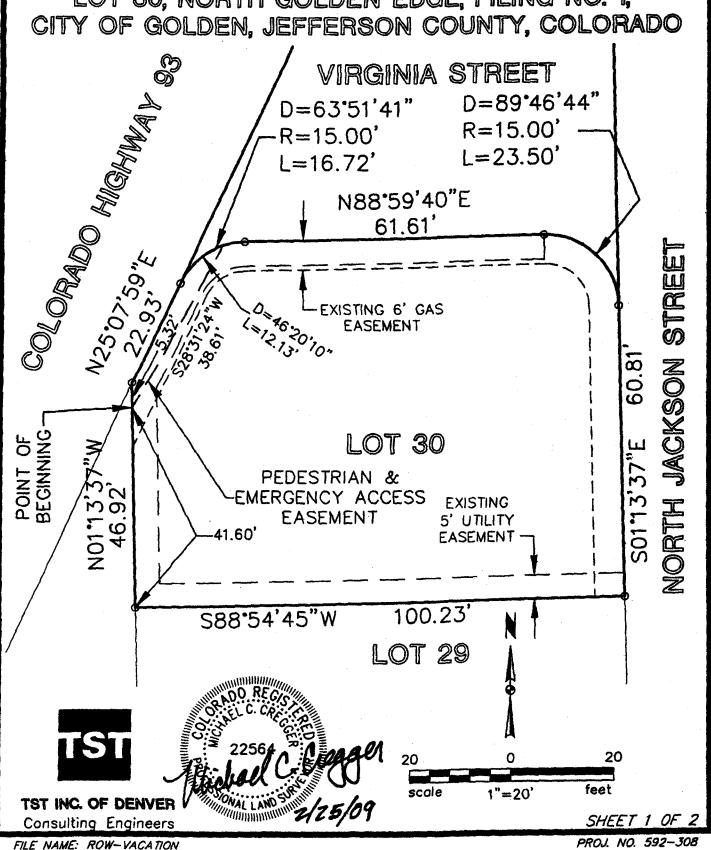


EXHIBIT 1-8

PEDESTRIAN & EMERGENCY ACCESS EASEMENT LOT 30, NORTH GOLDEN EDGE, FILING NO. 1, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION

A PORTION OF LOT 30, NORTH GOLDEN EDGE, FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 30 AND CONSIDERING THE SOUTH LINE OF SAID LOT 30 TO BEAR NORTH 88'54'45"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE WESTERLY LIMITS OF SAID LOT 30, NORTH 01"13'37"WEST, 41.60 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID WESTERLY LIMITS THE FOLLOWING COURSES: NORTH 01"13"37"WEST, 5.32 FEET; THENCE NORTH 25"07"59"EAST, 22.93 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 46"20"10", A RADIUS OF 15.00 FEET, AND AN ARC OF 12.13 FEET; THENCE DEPARTING SAID WESTERLY LIMITS, SOUTH 28"31"24"WEST, 38.61 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 114 SQUARE FEET, MORE OR LESS.

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.

2/25/2009

PROFESSIONAL LAND SURVEYOR COLORADO REGISTRATION NO. 22564



Return to: City Clark 911 10th Street Colden, co 80401



TST NC. OF DENVER Consulting Engineers

SHEET 2 OF 2