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12/15/2005 03:10:50 PM 1 Page(s)

Jefferson County, Colorado

R \$6.00

D \$0.00

RES

RESOLUTION NO. 1615

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
ACCEPTING A UTILITY EASEMENT WITHIN THE
PROPERTY LOCATED AT 830 PINE RIDGE ROAD**

WHEREAS, Full Throttle Holdings, LLC has offered to convey a utility easement located at 830 Pine Ridge Road, also known as Lot 23, Canyon View Business Park; and

WHEREAS, City Council has considered the conveyance of the utility easement to the City of Golden.

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

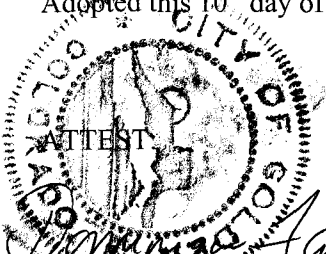
Section 1. The easement for the construction, maintenance, improvement and operation of utilities as described in Exhibit A, attached hereto, is approved and accepted by the City of Golden. The Mayor is authorized to execute such agreement on behalf of the City.

Section 2. This resolution shall not be construed as consent, or waiver, by the City of Golden regarding compliance with Golden ordinances and regulations as they pertain to development of real property within the City of Golden.

Adopted this 10th day of November, 2005.

CJ Baroch

Charles J. Baroch
Mayor

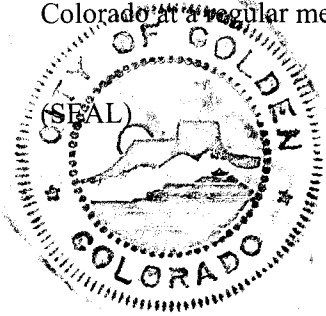


Dominique Sauble, Deputy
Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:

James A. Windholz
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 10th day of November, A.D., 2005.



ATTEST: *Dominique Sauble, Deputy*
Susan M. Brooks, City Clerk of the City of
Golden, Colorado



R \$21.00
D \$0.00
EASE

2005128527

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Jefferson County, Colorado

EASEMENT AGREEMENT

1-4

21/00
CJ

THIS EASEMENT, effective this 21st day of September, 2005, by and between Full Throttle Holdings, LLC, ("Owner"), and the CITY OF GOLDEN, 911 10th Street, Golden, CO, 80401, a municipal corporation, ("City").

1. Consideration. For and in consideration of the sum of One Dollar and no/100ths (\$1.00) 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 an easement upon, across, through and under the parcel described in Exhibit A which is attached hereto and made a part hereof and is located in the City of Golden, County of Jefferson, State of Colorado ("Property"), for the uses and purposes and upon the terms hereinafter set forth.

2. Purpose. The easement is for the purpose of granting to the City the right to construct, maintain, operate and make available for the use of the public for construction maintenance and improvement and operation thereof:
 - a. A water line easement and associated facilities with respect to the Property described in Exhibit A

3. Hazardous Substances. Owner covenants, represents and warrants to the City that as of the date of the execution of this Easement, and with respect to the Property:
 - a. The property has never been used as a landfill or waste dump; and
 - b. That there has been no installation in, or production, disposal, or storage on, the Property of any hazardous substances, including, without limitation, asbestos, Owner, Owner's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; and
 - c. There is no underground storage tank on the property; and
 - d. There is no proceeding or inquiry by any governmental authority or agency with respect thereto.

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 (42U.S.C. 9601, et seq.) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum and petroleum products.

4. Representations 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

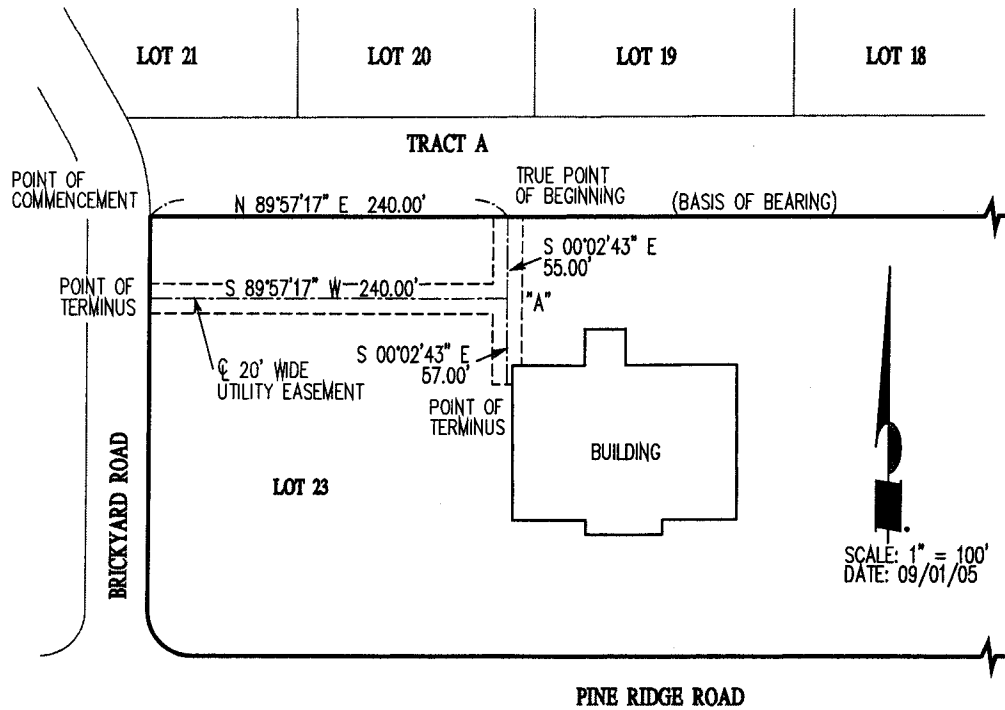
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to take any action of any kind or nature whatsoever which would interfere with the City's use of the Property for the purposes herein granted.

- (B) Owner hereby covenants with the City that it will maintain the Property (not the public Improvement(s) upon, across, over, under, through or within the Property) in accordance with all applicable laws, codes, rules, regulations, policies and requirements.
- (C) Owner hereby warrants and represents to the City that Owner is seized with fee title to 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. Survival of Indemnifications and Representations. All representations, obligations, warranties, liabilities, covenants and agreements of Owner and the City 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 the Owner for quiet enjoyment.
6. Notices. 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. Effect of Easement. This Easement is superior and paramount to the rights of the parties hereto in the respective servant estates so created.
8. Binding Effect. 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. Attorneys Fees and Costs. 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. Complete Agreement. 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.
11. 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. This agreement does not constitute an obligation, or agreement on the part of the City to construct or otherwise install water line, sanitary sewer line or detention pond facilities in the easement area.

EXHIBIT A

A TWENTY FOOT WIDE UTILITY EASEMENT, LOCATED WITHIN
 LOT 23, CANYON VIEW BUSINESS PARK FILING NO. 1,
 COUNTY OF JEFFERSON, STATE OF COLORADO



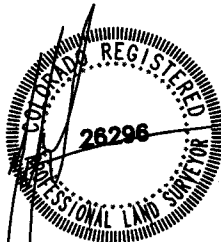
SCALE: 1" = 100'
 DATE: 09/01/05

DESCRIPTION:

A TWENTY (20) FOOT WIDE UTILITY EASEMENT, BEING TEN (10) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, WITH SIDE LINES EXTENDING AND SHORTENING AS NECESSARY TO INTERSECT LOT AND BUILDING LINES, LOCATED WITHIN LOT 23, CANYON VIEW BUSINESS PARK FILING NO. 1, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 23, THENCE N 89°57'17" E, 240.00' ALONG SAID NORTH LINE TO THE TRUE POINT OF BEGINNING, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE S 00°02'43" E, 55.00' TO POINT "A"; THENCE S 00°02'43" E, 57.00' TO THE POINT OF TERMINUS.

BEGINNING AT SAID POINT "A", THENCE S 89°57'17" W, 240.00' TO A POINT ALONG THE WEST LINE OF SAID LOT 23 AND THE POINT OF TERMINUS.



PROJECT NO.: CS-142 / 200501 / UTILITY EASEMENT / 01-23

NOTE:
 THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

C.C.S. CONSULTANTS, INC.
 11445 West I-70 Frontage Road North
 Suite 102, Wheat Ridge, Colorado 80033
 303-403-4706 Fax 303-403-0800