

RESOLUTION NO. 1964

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
ACCEPTING A WALL EASEMENT ON PROPERTY AT 1270
NORTH FORD STREET**

WHEREAS, as part of a negotiated agreement pertaining to construction of a soundwall , Golden Pond Community Center at 1270 North Ford Street are willing to convey a Wall Easement to the City of Golden.

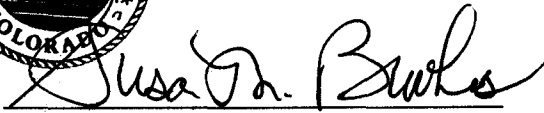
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

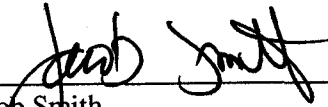
Section 1. City Council hereby approves the Wall Easement substantially in the form attached as Exhibits A, and B.

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


Jacob Smith
Mayor

APPROVED AS TO FORM:

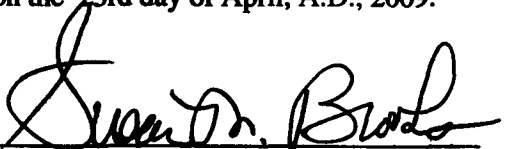

David S. Williamson
City Attorney

Resolution No. 1964
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.



ATTEST:


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

WALL EASEMENT

THIS EASEMENT, effective this ____ day of _____ 2009, by and between Golden Pond Retirement Community, 1270 North Ford Street, Golden, CO 80403 ("Owner"), and the CITY OF GOLDEN, 911 10th Street, Golden, Colorado 80401, a municipal corporation, ("City").

1. Consideration. 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 an exclusive and 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. Purpose. 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 two sound walls and associated appurtenances ("Improvement(s)"), upon, across, over, under, through, and within the Property.

3. Temporary Construction Easement. Owner also conveys and grants to the City the right to use so much of the land adjoining the Property of the Owner as shown in Exhibit B as shall be reasonably necessary to enable workers and equipment to properly and conveniently construct and install such public Improvement(s) upon, within, over, under through and across said easement; provided, however, the City shall restore the land and property used for such construction purposes to original conditions and shall repair any damage to adjoining land, property or structures as a result of said construction and installation, if the removal of such is necessary for said construction and installation of aforesaid. In addition, the City will plant up to six additional trees on the property. This temporary construction easement shall terminate on September 1, 2009.

4. 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.

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. Survival of Indemnifications and Representations. 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. 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.

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.

By: _____

STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

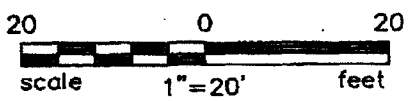
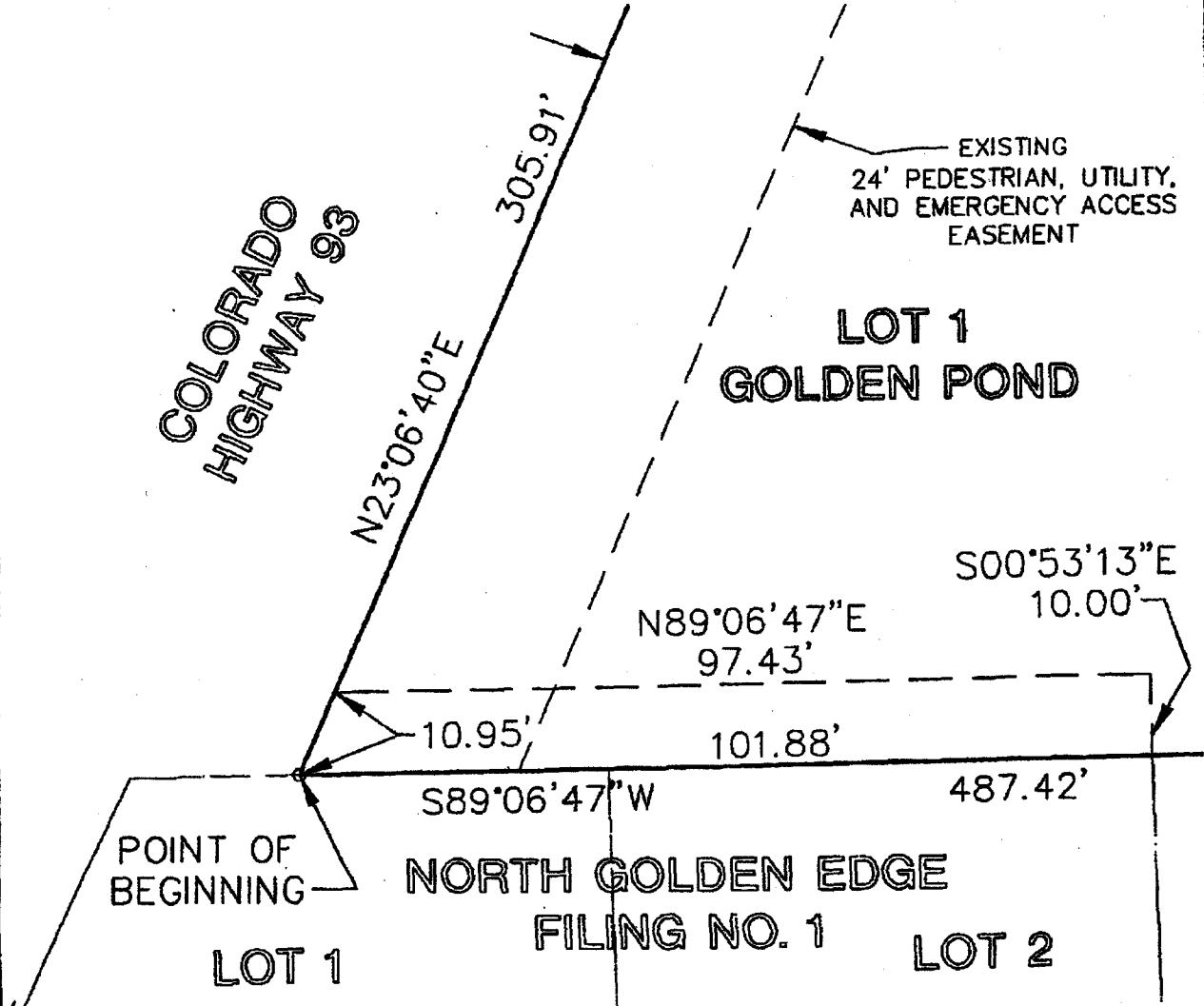
ACCEPTED BY THE CITY OF GOLDEN THIS ____ DAY OF _____, 200__.

Jacob Smith
Mayor

ATTEST:

Susan M. Brooks, MMC
City Clerk

EXHIBIT A
WALL EASEMENT
LOT 1, GOLDEN POND,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO



TST INC. OF DENVER
 Consulting Engineers

FILE NAME: WALL-ESMTS



Michael C. Cregger

3/16/09

SHEET 1 OF 2

PROJ. NO. 592-308

EXHIBIT A
WALL EASEMENT
LOT 1, GOLDEN POND,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION

A 10.00 FOOT WIDE STRIP OF LAND IN LOT 1, GOLDEN POND, ACCORDING TO THE RECORDED PLAT THEREOF, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, AND CONSIDERING THE WEST LINE OF SAID LOT 1 TO BEAR NORTH 23°06'40"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID WEST LINE, NORTH 23°06'40"EAST, 10.95 FEET TO A LINE WHICH IS 10.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE, NORTH 89°06'47"EAST, 97.43 FEET; THENCE DEPARTING SAID PARALLEL LINE, SOUTH 00°53'13"EAST, 10.00 FEET TO SAID SOUTH LINE OF LOT 1; THENCE ALONG SAID SOUTH LINE, SOUTH 89°06'47"WEST, 101.88 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 996 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.

3/16/2009
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564

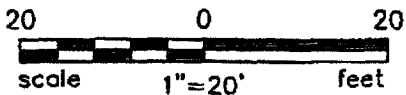
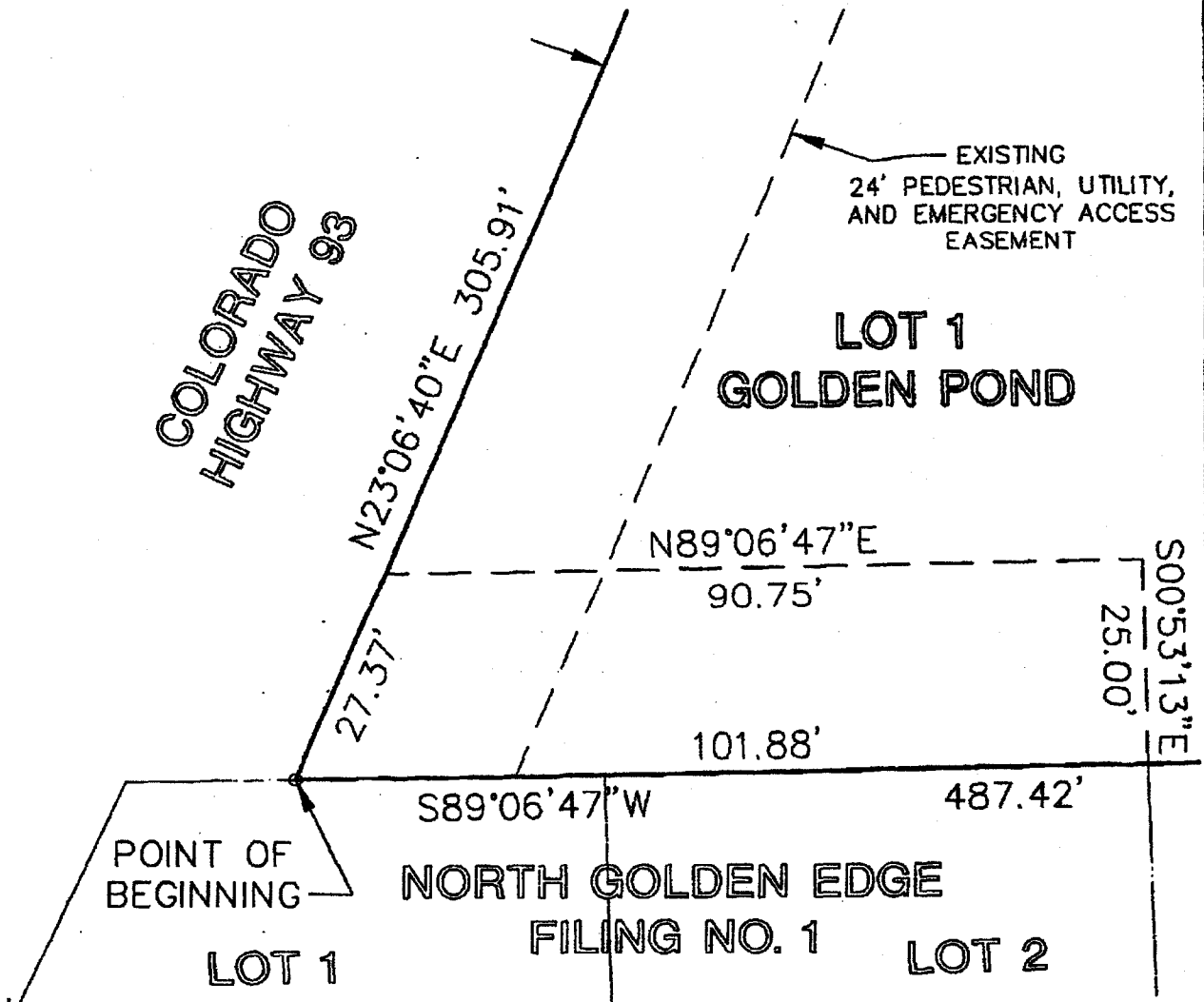


TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

EXHIBIT **B**

TEMPORARY CONSTRUCTION EASEMENT
LOT 1, GOLDEN POND,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO



TST INC. OF DENVER
Consulting Engineers

COLORADO REGISTERED
MICHAEL C. CREGER
22564
PROFESSIONAL LAND SURVEYOR
Michael C. Creger
3/16/09

SHEET 1 OF 2

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
LOT 1, GOLDEN POND,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION

A 25.00 FOOT WIDE STRIP OF LAND IN LOT 1, GOLDEN POND, ACCORDING TO THE RECORDED PLAT THEREOF, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, AND CONSIDERING THE WEST LINE OF SAID LOT 1 TO BEAR NORTH 23°06'40"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID WEST LINE, NORTH 23°06'40"EAST, 27.37 FEET TO A LINE WHICH IS 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE, NORTH 89°06'47"EAST, 90.75 FEET; THENCE DEPARTING SAID PARALLEL LINE, SOUTH 00°53'13"EAST, 25.00 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID SOUTH LINE, SOUTH 89°06'47"WEST, 101.88 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 2,407 SQUARE FEET (0.06 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.

3/16/2009
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

WALL EASEMENT

THIS EASEMENT, effective this 11th day of MAY 2009, by and between Golden Pond Retirement Community, 1270 North Ford Street, Golden, CO 80403 ("Owner"), and the CITY OF GOLDEN, 911 10th Street, Golden, Colorado 80401, a municipal corporation, ("City").

1. Consideration. 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 an exclusive and 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. Purpose. 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 two sound walls and associated appurtenances ("Improvement(s)"), upon, across, over, under, through, and within the Property.

3. Temporary Construction Easement. Owner also conveys and grants to the City the right to use so much of the land adjoining the Property of the Owner as shown in Exhibit B as shall be reasonably necessary to enable workers and equipment to properly and conveniently construct and install such public Improvement(s) upon, within, over, under through and across said easement; provided, however, the City shall restore the land and property used for such construction purposes to original conditions and shall repair any damage to adjoining land, property or structures as a result of said construction and installation, if the removal of such is necessary for said construction and installation of aforesaid. In addition, the City will plant up to six additional trees on the property. This temporary construction easement shall terminate on September 1, 2009.

4. 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.

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. Survival of Indemnifications and Representations. 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. 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.

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.

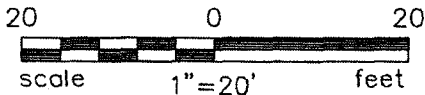
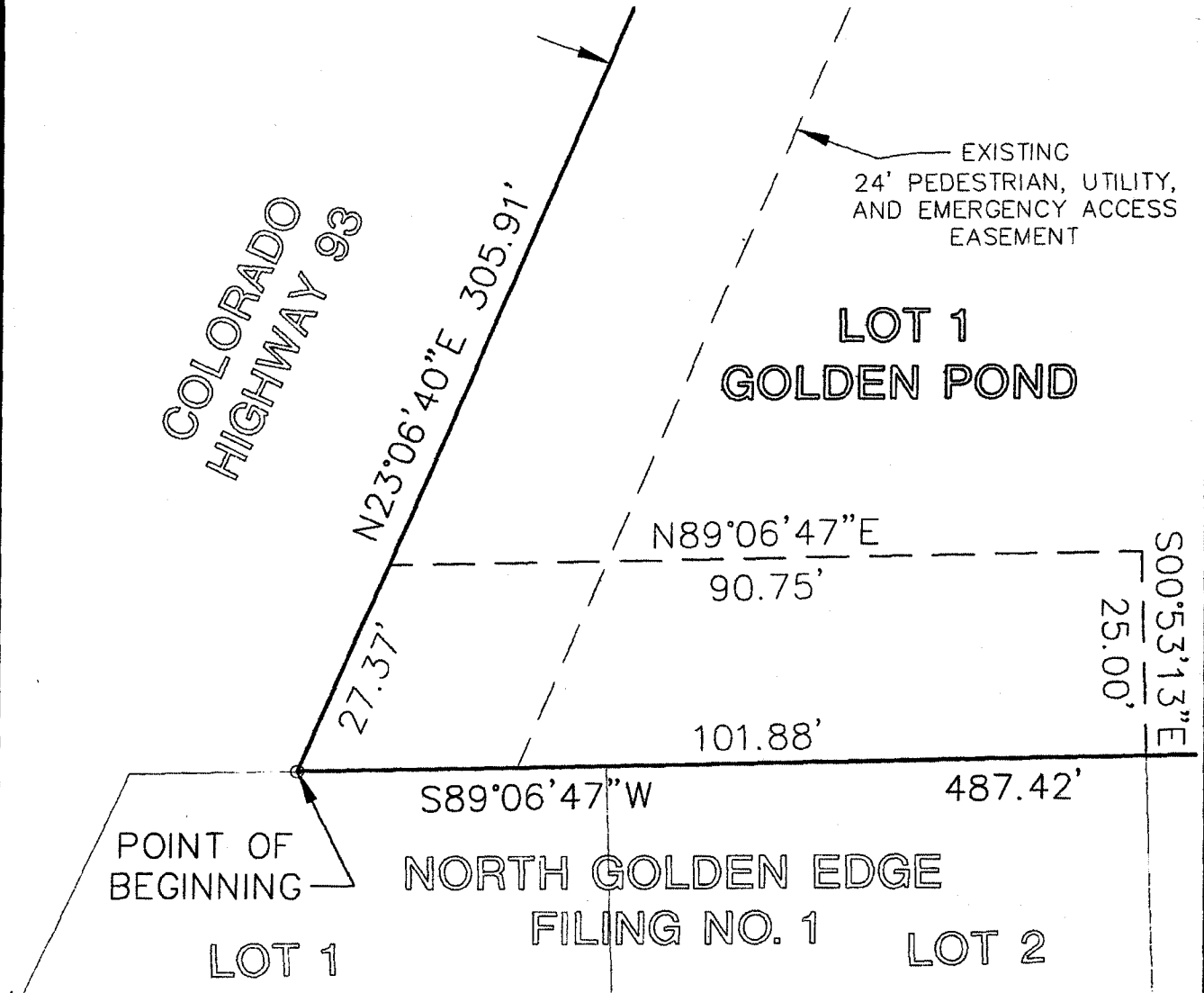
9. Attorneys Fees and Costs. In the event of any litigation between the parties relating to this Easement, the prevailing party shall be entitled to costs and reasonable expert and attorney fees incurred in connection with such litigation.

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.

EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT
LOT 1, GOLDEN POND,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO



TST INC. OF DENVER
Consulting Engineers

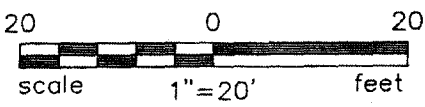
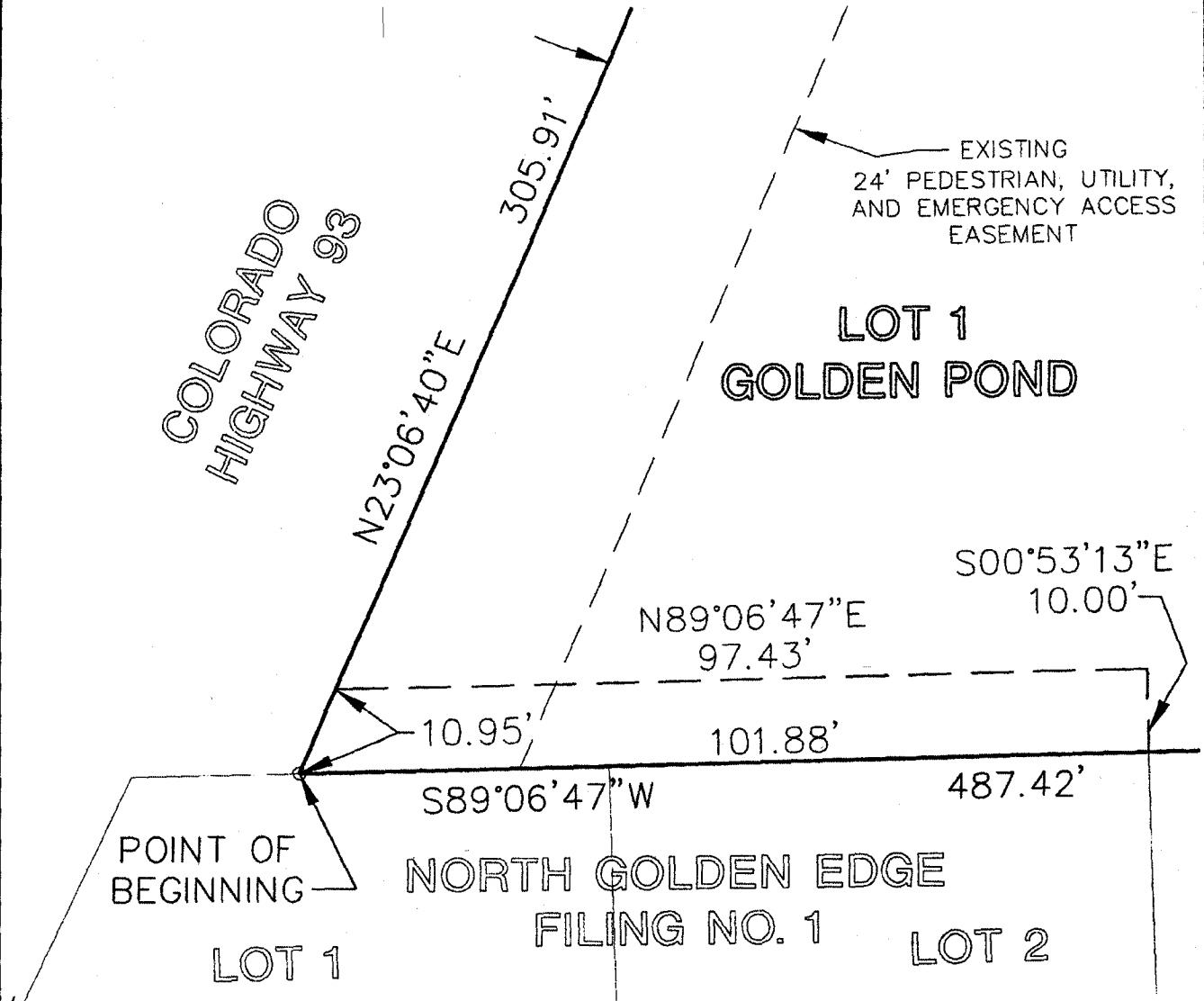
FILE NAME: WALL-ESMTS

COLORADO REGISTERED
MICHAEL C. CREGGER
22564
PROF. LAND SURVEYOR
Michael C. Cregger
3/16/09

SHEET 1 OF 2

PROJ. NO. 592-308

EXHIBIT
WALL EASEMENT
 LOT 1, GOLDEN POND,
 CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO



TST INC. OF DENVER
 Consulting Engineers

FILE NAME: WALL-ESMTS



Michael C. Cregger
 3/16/09

SHEET 1 OF 2

PROJ. NO. 592-308

RESOLUTION NO. 1964

A RESOLUTION OF THE GOLDEN CITY COUNCIL
ACCEPTING A WALL EASEMENT ON PROPERTY AT 1270
NORTH FORD STREET

WHEREAS, as part of a negotiated agreement pertaining to construction of a soundwall , Golden Pond Community Center at 1270 North Ford Street are willing to convey a Wall 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 Wall 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.

NO ATTACHMENT



Susan M. Brooks
Susan M. Brooks, MMC
City Clerk

Jacob Smith
Jacob Smith
Mayor

Barcode: 2009056498
R \$11.00
D \$0.00
RES
06/11/2009 11:13:39 AM 2 Page(s)
Jefferson County, Colorado

APPROVED AS TO FORM:

David S. Williamson
David S. Williamson
City Attorney

RESCANNED-DATE June 12 2009
OK for Stamp

11/00
PC

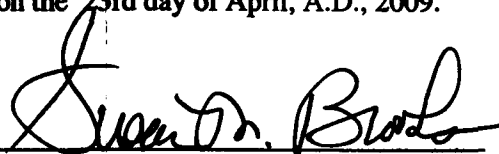
1-2

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.



ATTEST:


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



R \$26.00

D \$0.00

EASE

2009056499

06/11/2009 11:13:39 AM 5 Page(s)

Jefferson County, Colorado

2600
PC

1-5

WALL EASEMENT

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1. Consideration. 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 an exclusive and 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. Purpose. 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 two sound walls and associated appurtenances ("Improvement(s)"), upon, across, over, under, through, and within the Property.

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4. 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.

2

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.

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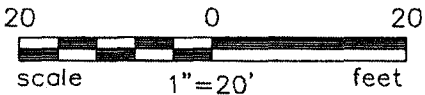
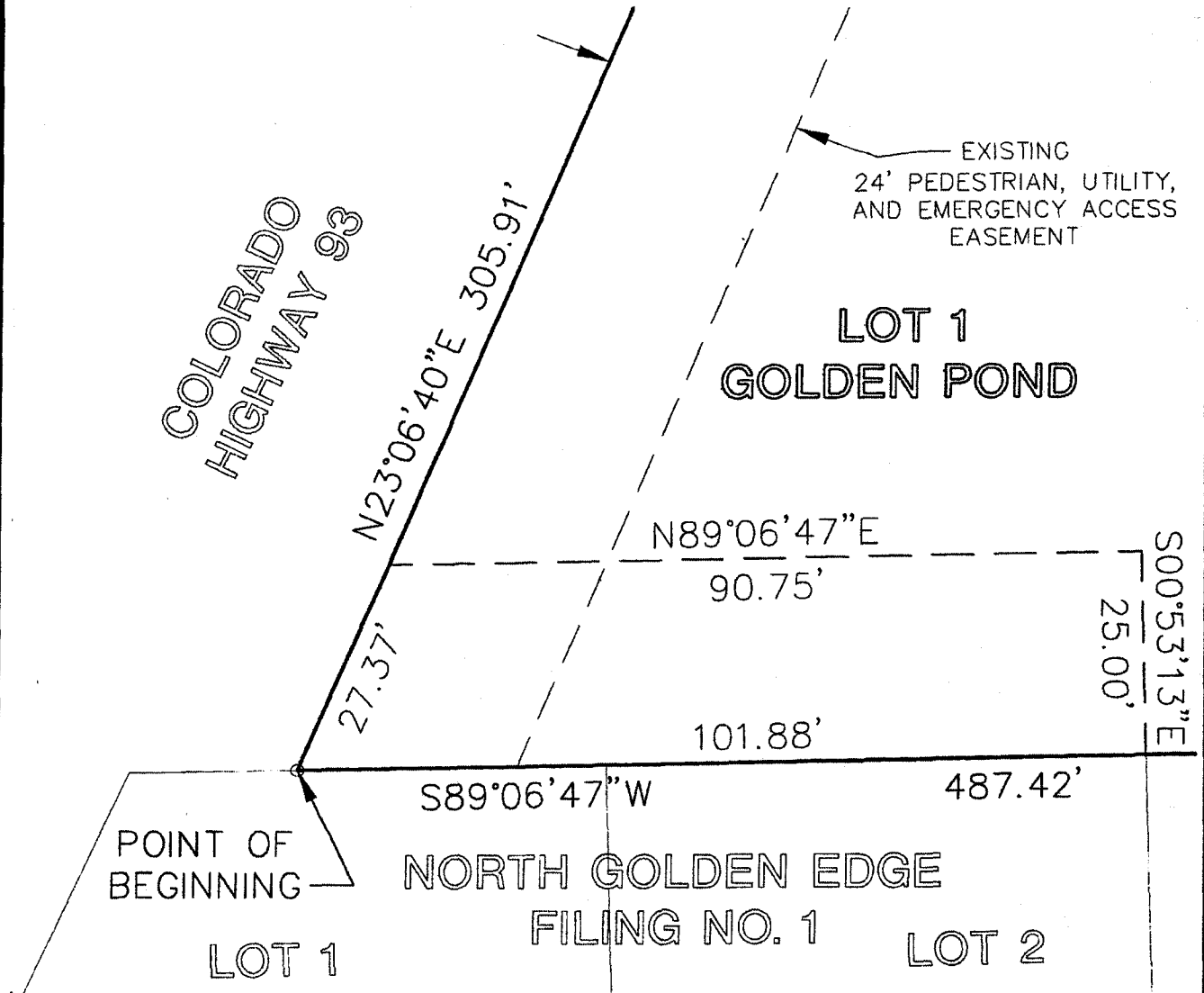
11. Governing Law. This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Jefferson County.

4

EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT

LOT 1, GOLDEN POND,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO



TST INC. OF DENVER
Consulting Engineers

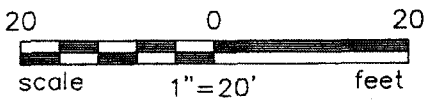
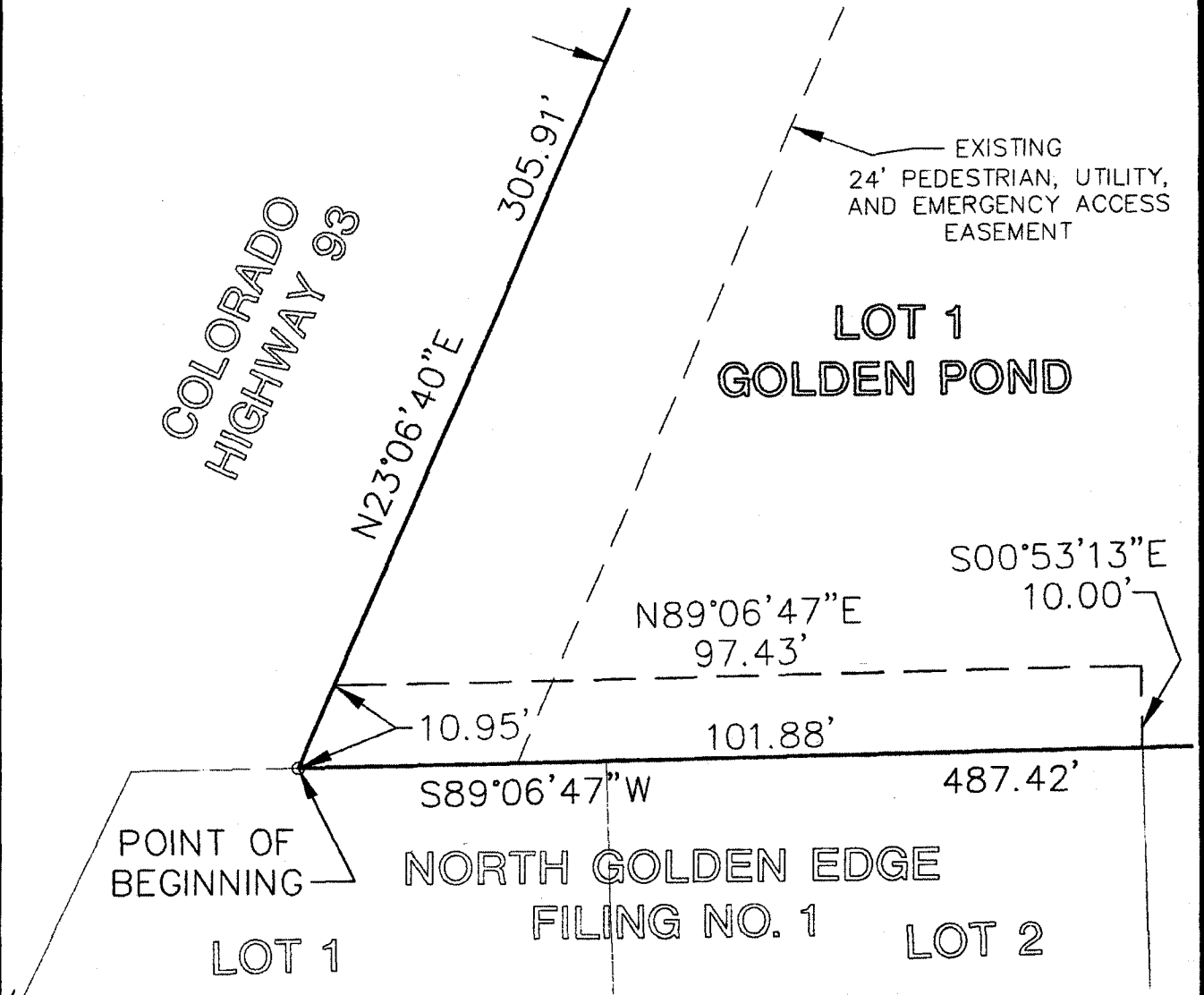
FILE NAME: WALL-ESMTS

COLORADO REGISTERED
MICHAEL C. CREGGER
22564
PROFESSIONAL LAND SURVEYOR
Michael C. Cregger
3/16/09

SHEET 1 OF 2

PROJ. NO. 592-308

EXHIBIT
WALL EASEMENT
 LOT 1, GOLDEN POND,
 CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO



TST INC. OF DENVER
 Consulting Engineers

FILE NAME: WALL-ESMTS



COLORADO REGISTERED
 MICHAEL C. CREGGER
 22564
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