

RESOLUTION NO. 1961

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
ACCEPTING A UTILITY EASEMENT AND PEDESTRIAN,
BICYCLE TRAIL, AND EMERGENCY VEHICLE ACCESS
EASEMENT ON PROPERTY AT 642 VIRGINIA 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, Edward and Betty Jo Struck at 642 Virginia 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:

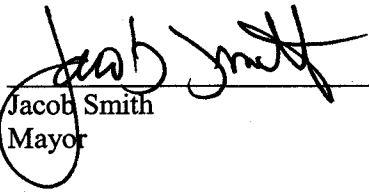
Section 1. City Council hereby approves the Utility Easement and a Pedestrian, Bicycle Trail, and Emergency Vehicle Access Easement substantially in the form attached as Exhibits A, and B.

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


Jacob Smith
Mayor

APPROVED AS TO FORM:


David S. Williamson
City Attorney

Resolution No. 1961

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

**EXHIBIT A
UTILITY EASEMENT**

THIS EASEMENT, effective this ____ day of _____ 2009, by and between Edward and Betty Jo Struck, whose address is 642 Virginia Street ("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 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. 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 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. 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. 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.

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. 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.

8. 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.

9. 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.

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: _____
Edward Struck

By: _____
Betty Jo Struck

STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by Edward and Betty Jo Struck.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

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

Jacob Smith
Mayor

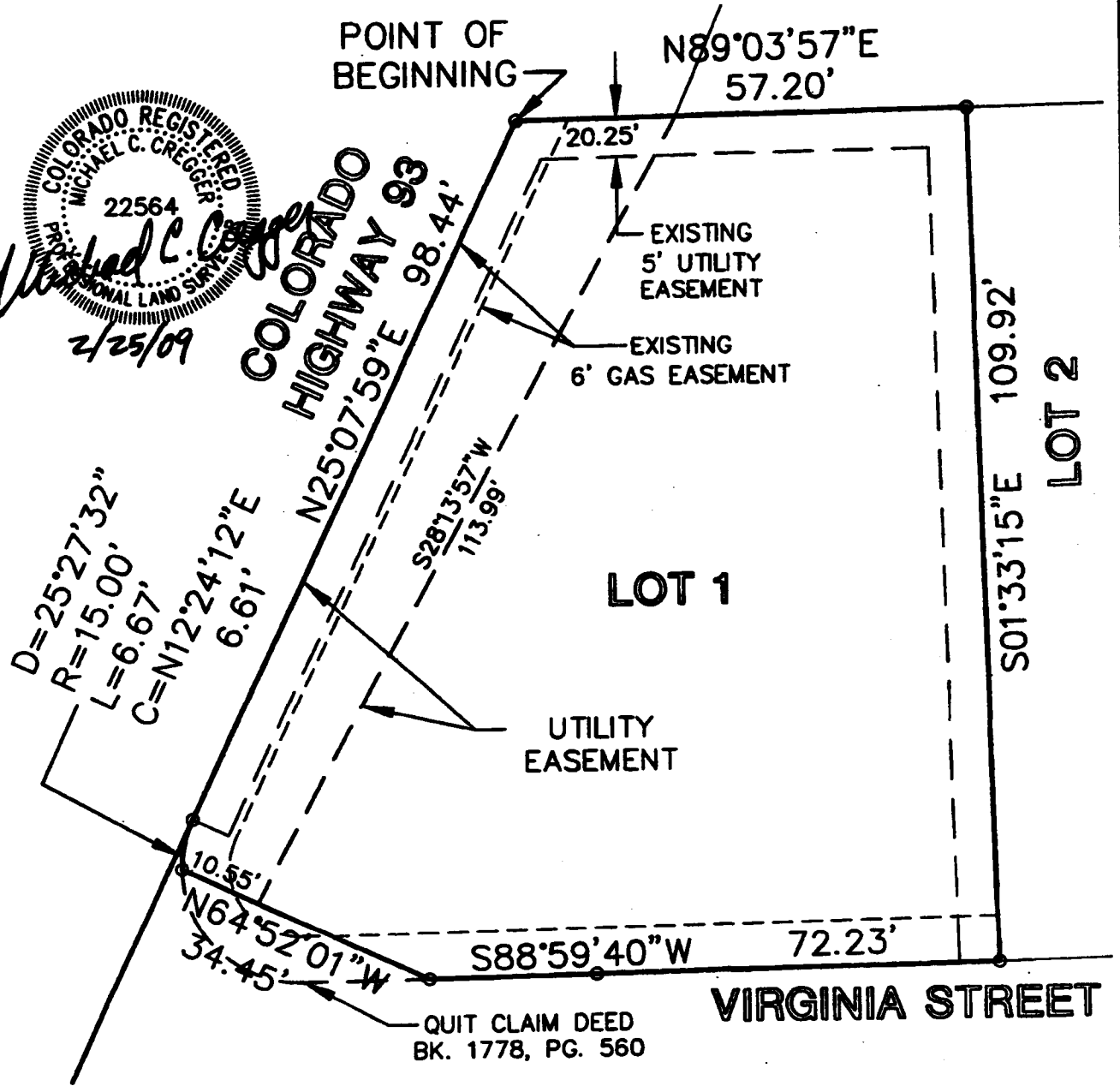
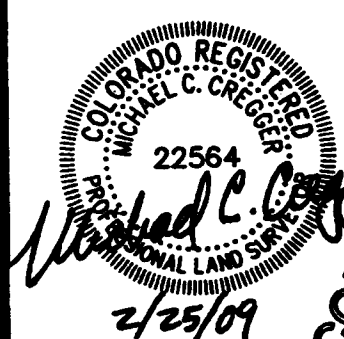
ATTEST:

Susan M. Brooks, MMC
City Clerk

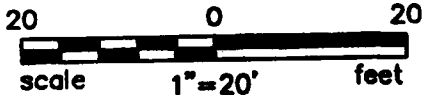
EXHIBIT A-1

UTILITY EASEMENT

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



TST INC. OF DENVER
Consulting Engineers



SHEET 1 OF 2

EXHIBIT A-2

UTILITY EASEMENT

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

LEGAL DESCRIPTION

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

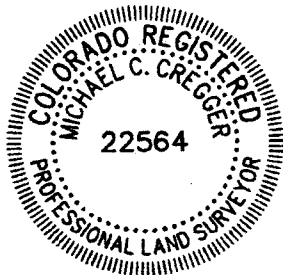
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, AND CONSIDERING THE NORTH LINE OF SAID LOT 1 TO BEAR NORTH 89°03'57"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, NORTH 89°03'57"EAST, 20.25 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 28°13'57"WEST, 113.99 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN THAT QUIT CLAIM DEED TO THE CITY OF GOLDEN, RECORDED IN BOOK 1778 AT PAGE 560; THENCE ALONG SAID NORTH LINE OF SAID LANDS, NORTH 64°52'01"WEST, 10.55 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES: ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 25°27'32", A RADIUS OF 15.00 FEET, AN ARC OF 6.67 FEET AND A CHORD WHICH BEARS NORTH 12°24'12"EAST, 6.61 FEET; THENCE NORTH 25°07'59"EAST, 98.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 1,633 SQUARE FEET (0.04 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.

2/25/2009
DATE

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



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

**EXHIBIT B
EASEMENT**

THIS EASEMENT, effective this ____ day of _____ 2009, by and between Edward and Betty Jo Struck, whose address is 642 Virginia Street ("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 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. **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 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 642 Virginia 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 northwest 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 northerly 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. 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: _____
Edward Struck

By: _____
Betty Jo Struck

STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by Edward Struck, and Betty Jo Struck.

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 1-A

PEDESTRIAN, BICYCLE TRAIL & EMERGENCY VEHICLE ACCESS EASEMENT

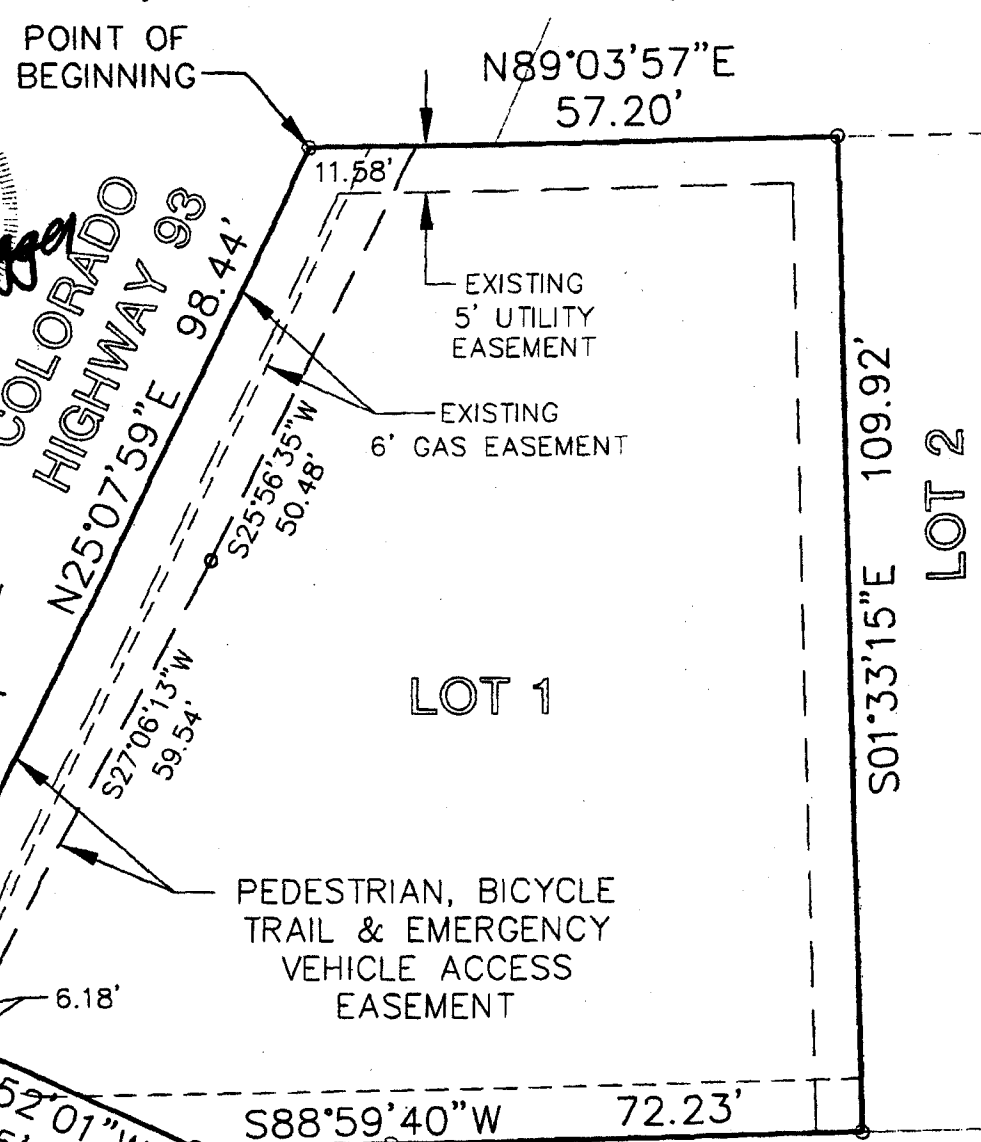
LOT 1, NORTH GOLDEN EDGE, FILING NO. 1, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO



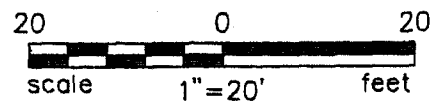
Michael C. Cregger
4/7/09

COLORADO HIGHWAY 93

$D=25^{\circ}27'32''$
 $R=15.00'$
 $L=6.67'$
 $C=N12^{\circ}24'12''E$
 $6.61'$



TST INC. OF DENVER
Consulting Engineers



SHEET 1 OF 2

EXHIBIT 1-B

PEDESTRIAN, BICYCLE TRAIL & EMERGENCY VEHICLE ACCESS EASEMENT

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

LEGAL DESCRIPTION

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BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 AND CONSIDERING THE NORTH LINE OF SAID LOT 1 TO BEAR NORTH 89°03'57"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, NORTH 89°03'57"EAST, 11.58 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 25°56'35"WEST, 50.48 FEET; THENCE SOUTH 27°06'13"WEST, 59.54 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN THAT QUIT CLAIM DEED TO THE CITY OF GOLDEN, RECORDED IN BOOK 1778 AT PAGE 560; THENCE ALONG SAID NORTH LINE, NORTH 64°52'01"WEST, 6.18 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES: ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 25°27'32", A RADIUS OF 15.00 FEET, AN ARC OF 6.67 FEET AND A CHORD WHICH BEARS NORTH 12°24'12"EAST, 6.61 FEET; THENCE NORTH 25°07'59"EAST, 98.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 992 SQUARE FEET (0.02 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

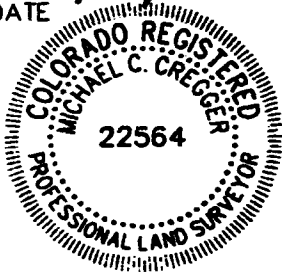
I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

DATE

4/7/2009

PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564

Michael C. Cregger



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

EASEMENT

THIS EASEMENT, effective this 23rd day of April 2009, by and between Edward and Betty Jo Struck, whose address is 642 Virginia Street ("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 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. 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 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 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 642 Virginia 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 northwest 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 northerly 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.
- c. A concrete pad located outside that certain pedestrian and bicycle trail and emergency vehicle access easement retained by the City of Golden as Exhibit B to Ordinance 1841 at a location as directed by the Owner. The existing shed that is currently located in the retained easement will be relocated to the new concrete pad.

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.

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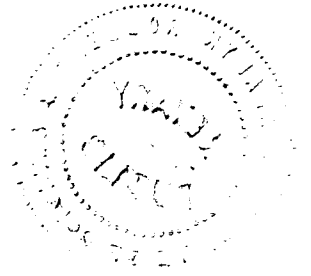
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9. **Attorneys Fees and Costs.** In the event of any litigation between the parties relating to this Easement, the prevailing party shall be entitled to costs and reasonable expert and attorney fees incurred in connection with such litigation.



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



EXHIBIT

**PEDESTRIAN & EMERGENCY
ACCESS EASEMENT**

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

LEGAL DESCRIPTION

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

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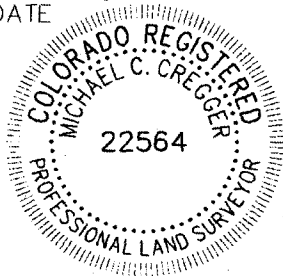
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4/16/2009
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR

COLORADO REGISTRATION NO. 22564



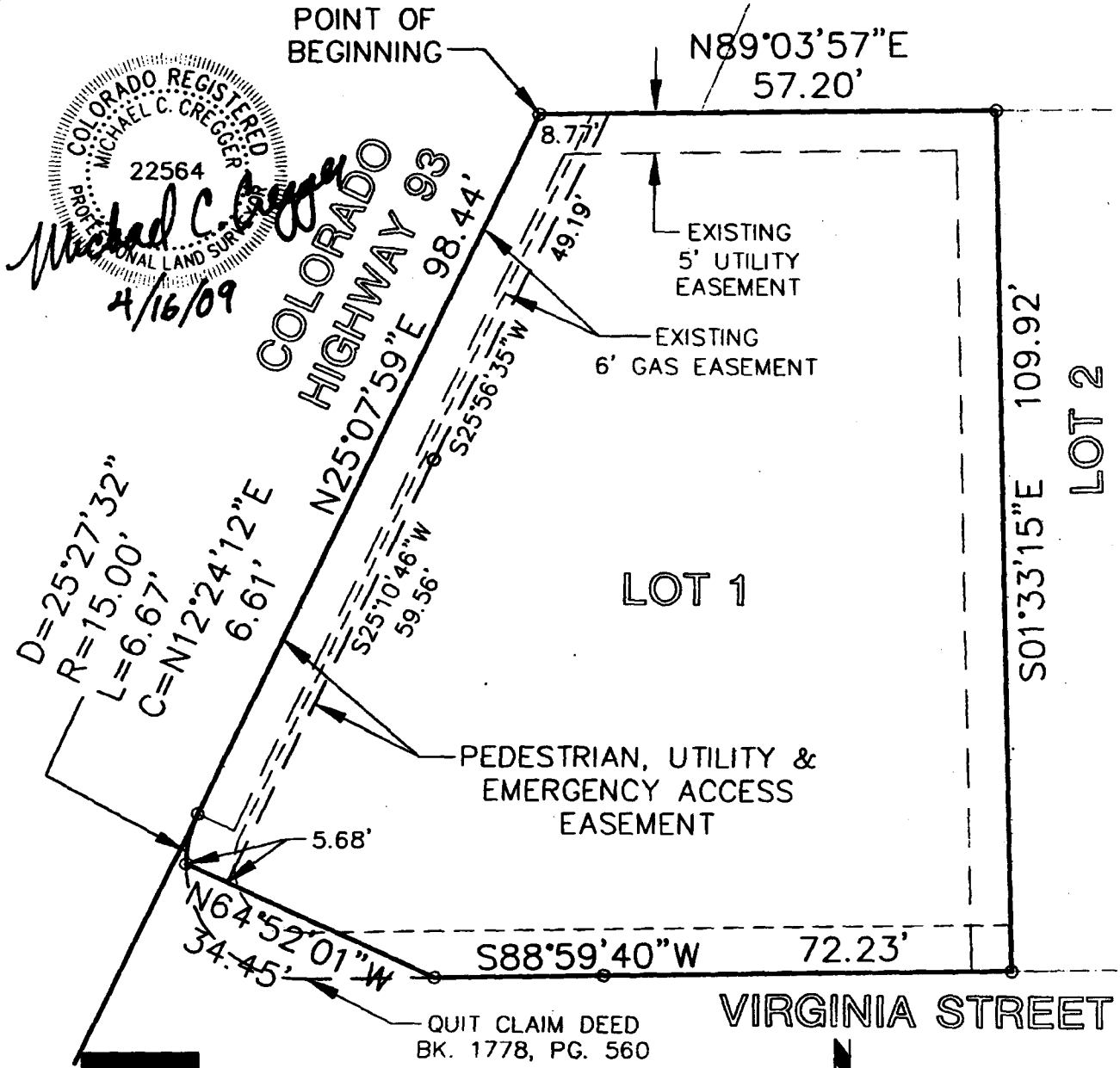
TST INC. OF DENVER
Consulting Engineers

REVISED 4-16-09
SHEET 2 OF 2

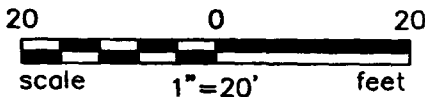
EXHIBIT

PEDESTRIAN & EMERGENCY ACCESS EASEMENT

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



TST INC. OF DENVER
Consulting Engineers



REVISED 4-16-09
SHEET 1 OF 2

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 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.

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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 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 642 Virginia 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 northwest 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 northerly 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.
- c. A concrete pad located outside that certain pedestrian and bicycle trail and emergency vehicle access easement retained by the City of Golden as Exhibit B to Ordinance 1841 at a location as directed by the Owner. The existing shed that is currently located in the retained easement will be relocated to the new concrete pad.

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.

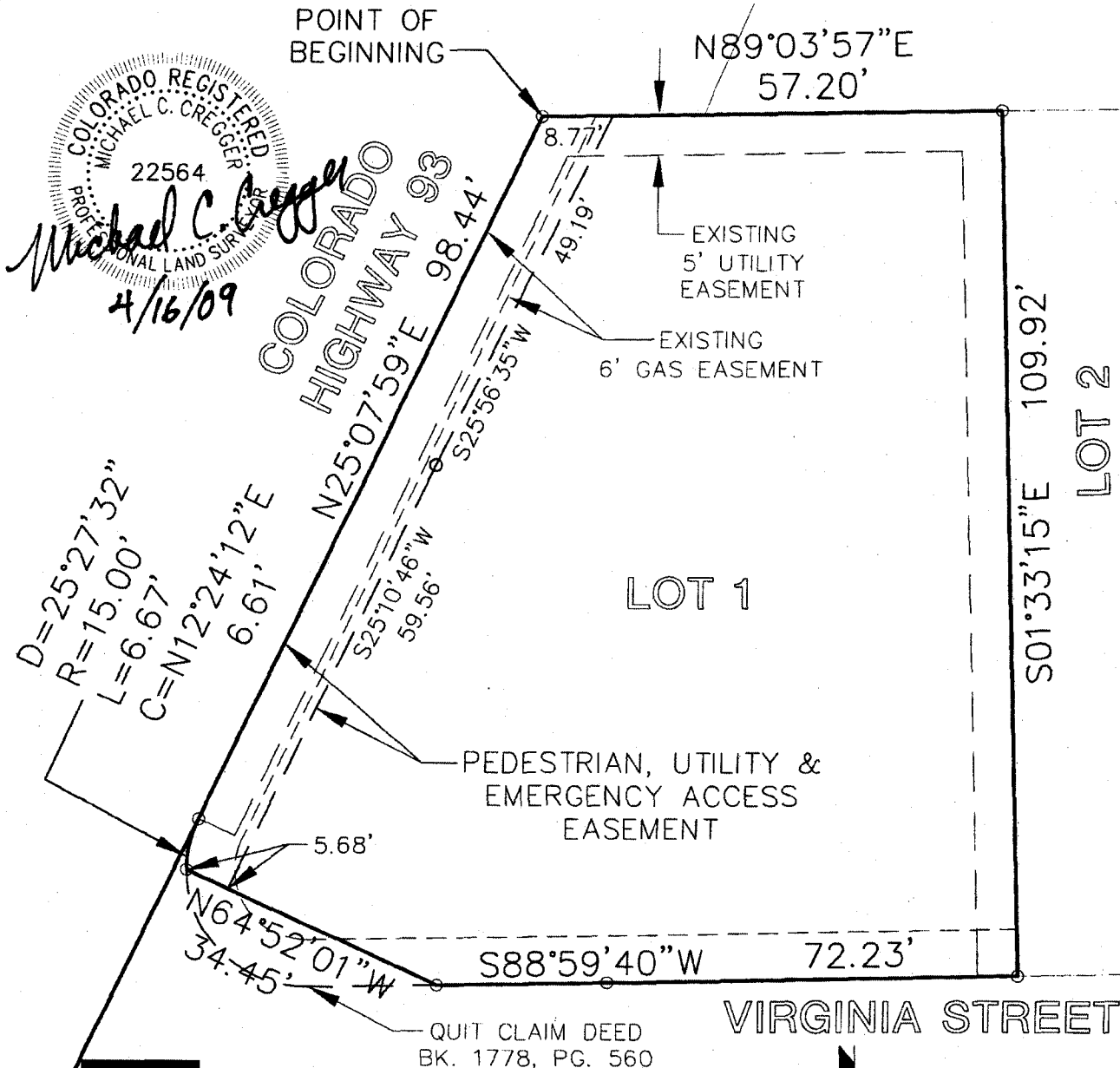


Sharon Brooks
Sharon M. Brooks, MMC
City Clerk

EXHIBIT

PEDESTRIAN & EMERGENCY ACCESS EASEMENT

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

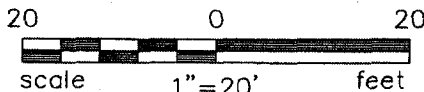


COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
 MICHAEL C. CREGER, P.S.
 22564
Michael C. Creger
 4/16/09



TST INC. OF DENVER
 Consulting Engineers

FILE NAME: ROW-VACATION



REVISED 4-16-09

SHEET 1 OF 2

PROJ. NO. 592-308

EXHIBIT

**PEDESTRIAN & EMERGENCY
ACCESS EASEMENT**

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

LEGAL DESCRIPTION

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

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 AND CONSIDERING THE NORTH LINE OF SAID LOT 1 TO BEAR NORTH 89°03'57"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, NORTH 89°03'57"EAST, 8.77 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 25°56'35"WEST, 49.19 FEET; THENCE SOUTH 25°10'46"WEST, 59.56 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN THAT QUIT CLAIM DEED TO THE CITY OF GOLDEN, RECORDED IN BOOK 1778 AT PAGE 560; THENCE ALONG SAID NORTH LINE, NORTH 64°52'01"WEST, 5.68 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES: ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 25°27'32", A RADIUS OF 15.00 FEET, AN ARC OF 6.67 FEET AND A CHORD WHICH BEARS NORTH 12°24'12"EAST, 6.61 FEET; THENCE NORTH 25°07'59"EAST, 98.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 778 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.

4/16/2009
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR

COLORADO REGISTRATION NO. 22564



TST INC. OF DENVER
Consulting Engineers

REVISED 4-16-09
SHEET 2 OF 2

OVERHEAD UTILITY LINE EASEMENT

THIS EASEMENT, effective this 24th day of April 2009, by and between Edward and Betty Jo Struck, whose address is 642 Virginia Street ("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 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. 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 overhead pole mounted utility lines and associated appurtenances ("Improvement(s)"), across and over, 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. Representations and Warranties of Owner.

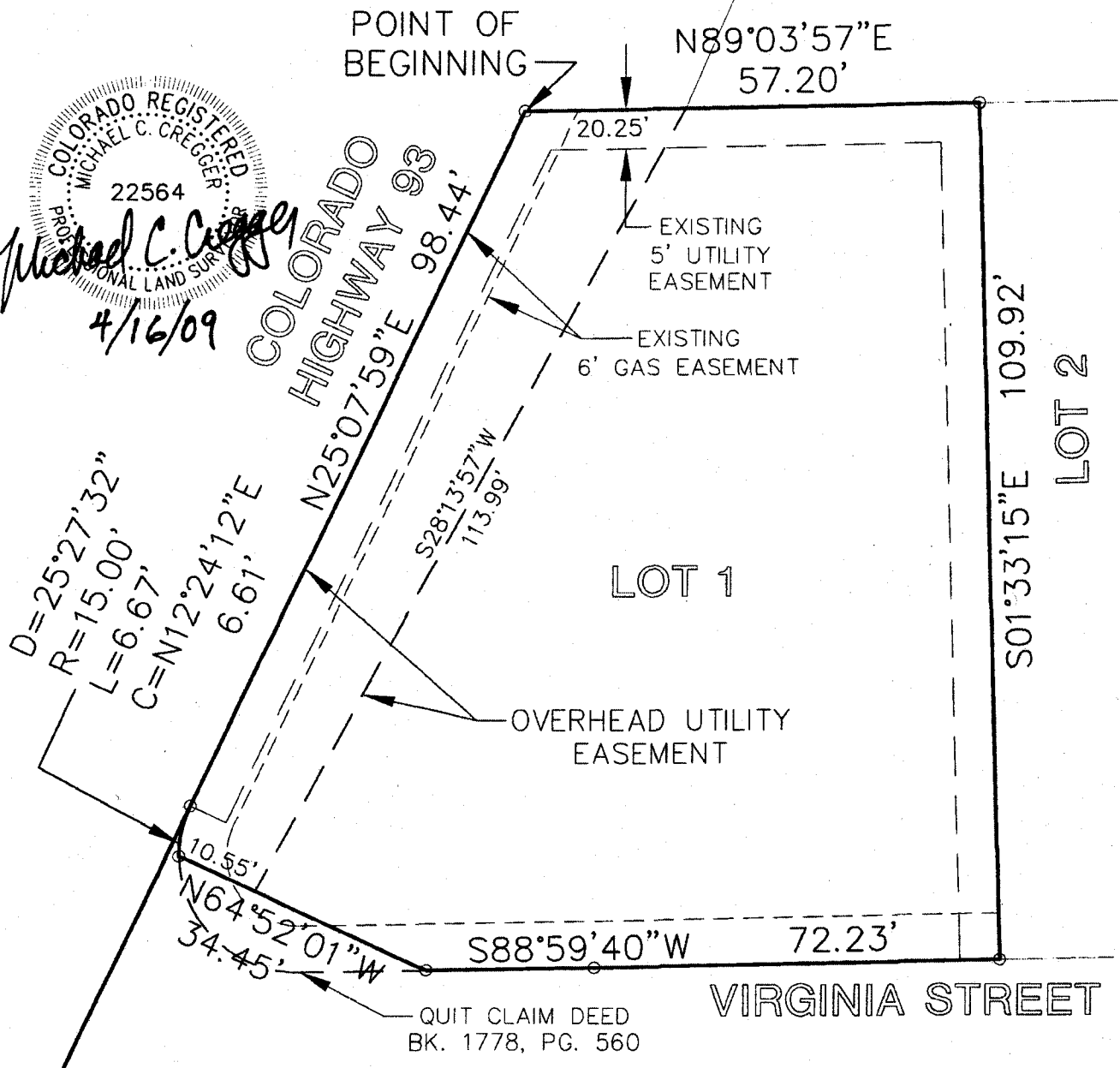
(A) The Owner, for itself, its successors, assigns and all parties with interest in the Property, does hereby covenant and agree not to construct improvements of any kind or nature whatsoever on, over, across or under the Property or to take or fail to take any action of any kind or nature whatsoever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

EXHIBIT

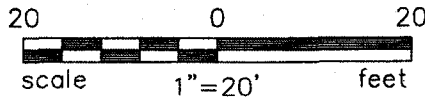
OVERHEAD UTILITY EASEMENT

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

COLORADO REGISTERED
MICHAEL C. CREGER
22564
PROF. SURVEYOR
Michael C. Creger
4/16/09
PROF. SURVEYOR
NATIONAL LAND SURVEYORS



TST INC. OF DENVER
Consulting Engineers



REVISED 4-16-09
SHEET 1 OF 2

RESOLUTION NO. 1961

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
ACCEPTING A UTILITY EASEMENT AND PEDESTRIAN,
BICYCLE TRAIL, AND EMERGENCY VEHICLE ACCESS
EASEMENT ON PROPERTY AT 642 VIRGINIA STREET**

PC 1100

1-2

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, Edward and Betty Jo Struck at 642 Virginia 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

2009056493 R \$11.00
06/11/2009 11:13:39 AM 2 Page(s) D \$0.00
Jefferson County, Colorado RES

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:

A handwritten signature in cursive script, reading "Susan M. Brooks".

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



R \$31.00
D \$0.00
EASE

2009056494
06/11/2009 11:13:39 AM 6 Page(s)
Jefferson County, Colorado

EASEMENT

3100
PC

1-6

THIS EASEMENT, effective this 23rd day of April 2009, by and between Edward and Betty Jo Struck, whose address is 642 Virginia Street ("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 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. 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 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 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 642 Virginia 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 northwest 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 northerly 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.
- c. A concrete pad located outside that certain pedestrian and bicycle trail and emergency vehicle access easement retained by the City of Golden as Exhibit B to Ordinance 1841 at a location as directed by the Owner. The existing shed that is currently located in the retained easement will be relocated to the new concrete pad.

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: Edward A. Struck
Edward Struck

By: Betty Jo Struck
Betty Jo Struck

STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 15 day of May, 2009, by Edward Struck, and Betty Jo Struck.

Witness my hand and official seal.

My commission expires: 4/21/2010
Serrallyn Robbins
NOTARY PUBLIC

ACCEPTED BY THE CITY OF GOLDEN THIS 23rd DAY OF April, 2009.

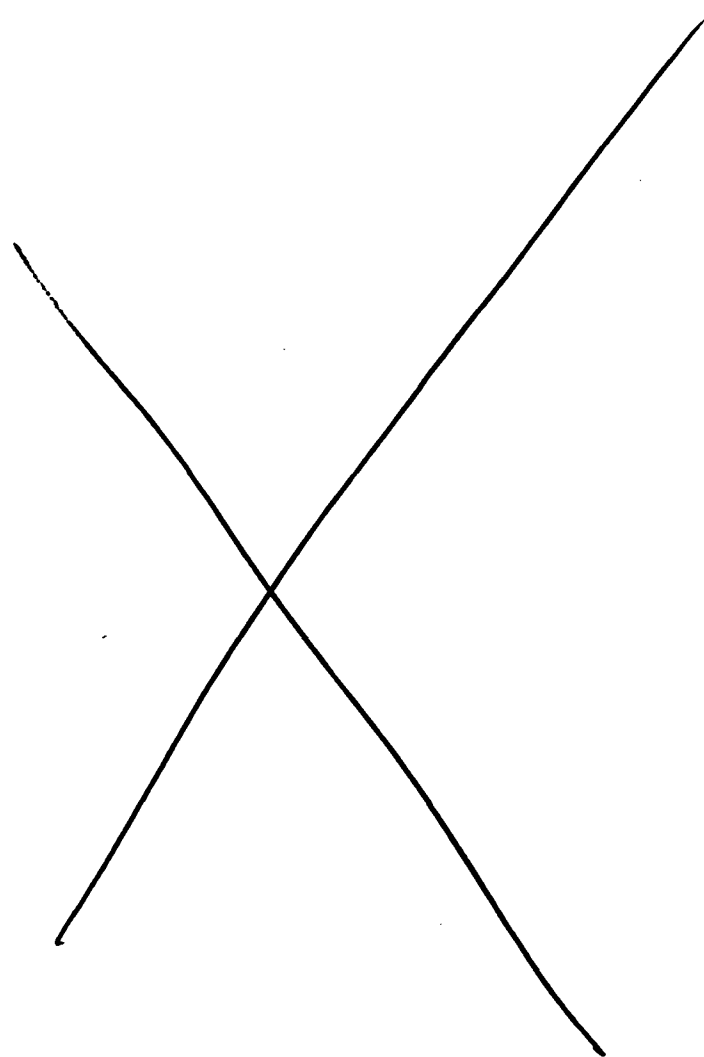
Jacob Smith
Jacob Smith
Mayor

ATTEST:



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

H



5

EXHIBIT

PEDESTRIAN & EMERGENCY
ACCESS EASEMENT

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

LEGAL DESCRIPTION

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

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 AND CONSIDERING THE NORTH LINE OF SAID LOT 1 TO BEAR NORTH 89°03'57"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, NORTH 89°03'57"EAST, 8.77 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 25°56'35"WEST, 49.19 FEET; THENCE SOUTH 25°10'46"WEST, 59.56 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN THAT QUIT CLAIM DEED TO THE CITY OF GOLDEN, RECORDED IN BOOK 1778 AT PAGE 560; THENCE ALONG SAID NORTH LINE, NORTH 64°52'01"WEST, 5.68 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES: ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 25°27'32", A RADIUS OF 15.00 FEET, AN ARC OF 6.67 FEET AND A CHORD WHICH BEARS NORTH 12°24'12"EAST, 6.61 FEET; THENCE NORTH 25°07'59"EAST, 98.44 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION, CONTAINING 778 SQUARE FEET (0.02 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

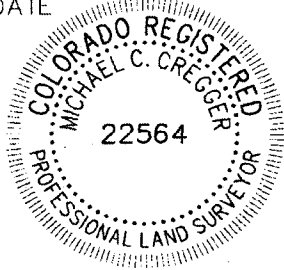
I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

4/16/2009

Michael C. Cregger

DATE

PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



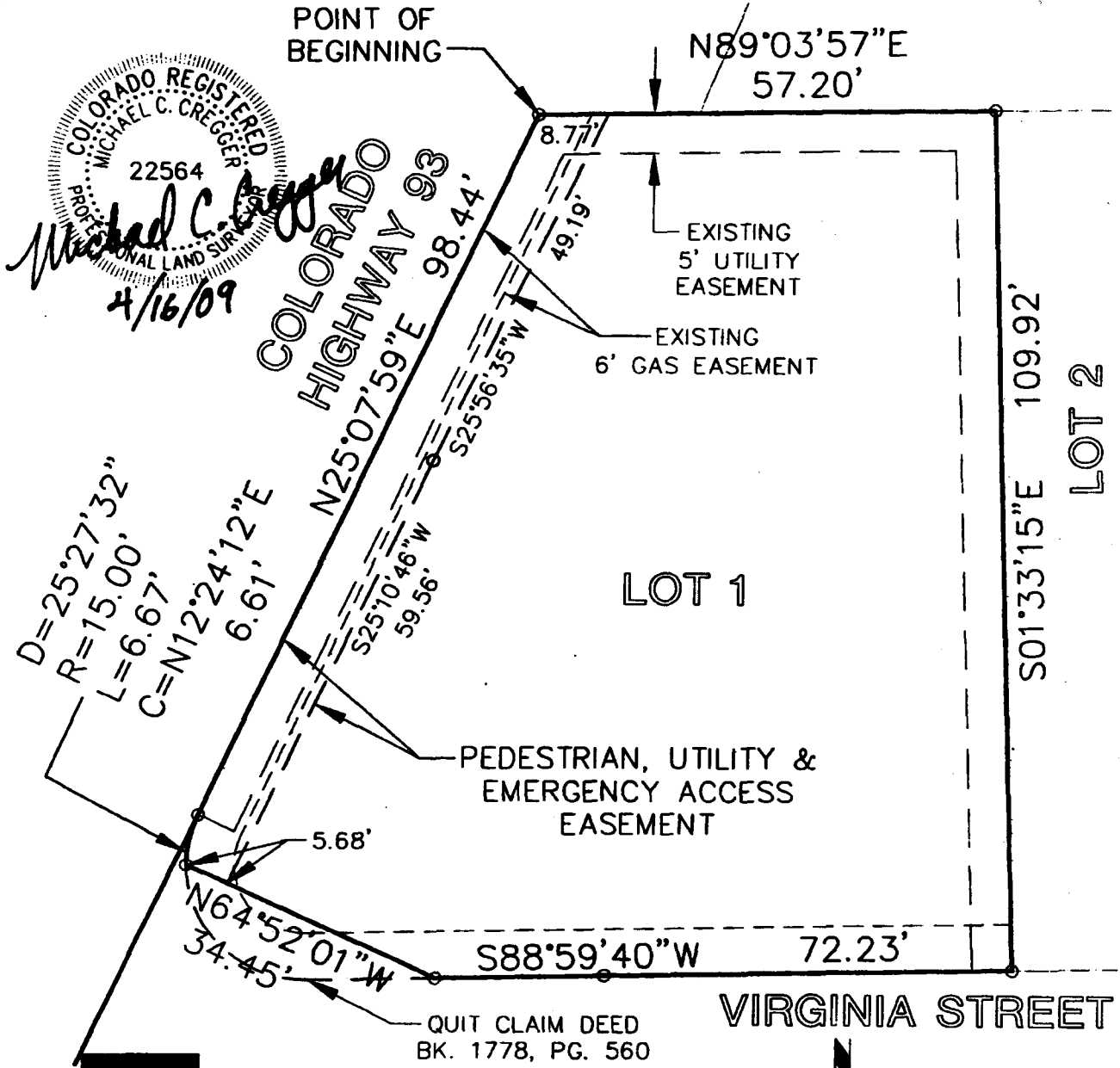
TST INC. OF DENVER
Consulting Engineers

REVISED 4-16-09
SHEET 2 OF 2

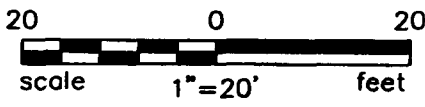
EXHIBIT

PEDESTRIAN & EMERGENCY ACCESS EASEMENT

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



TST INC. OF DENVER
Consulting Engineers



REVISED 4-16-09
SHEET 1 OF 2



2009056495

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

Jefferson County, Colorado

R \$26.00

D \$0.00

EASE

OVERHEAD UTILITY LINE EASEMENT

26.00
SC

1-5

THIS EASEMENT, effective this 24th day of April 2009, by and between Edward and Betty Jo Struck, whose address is 642 Virginia Street ("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 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. 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 overhead pole mounted utility lines and associated appurtenances ("Improvement(s)"), across and over, 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. 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.

2

(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.

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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.

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9. 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.

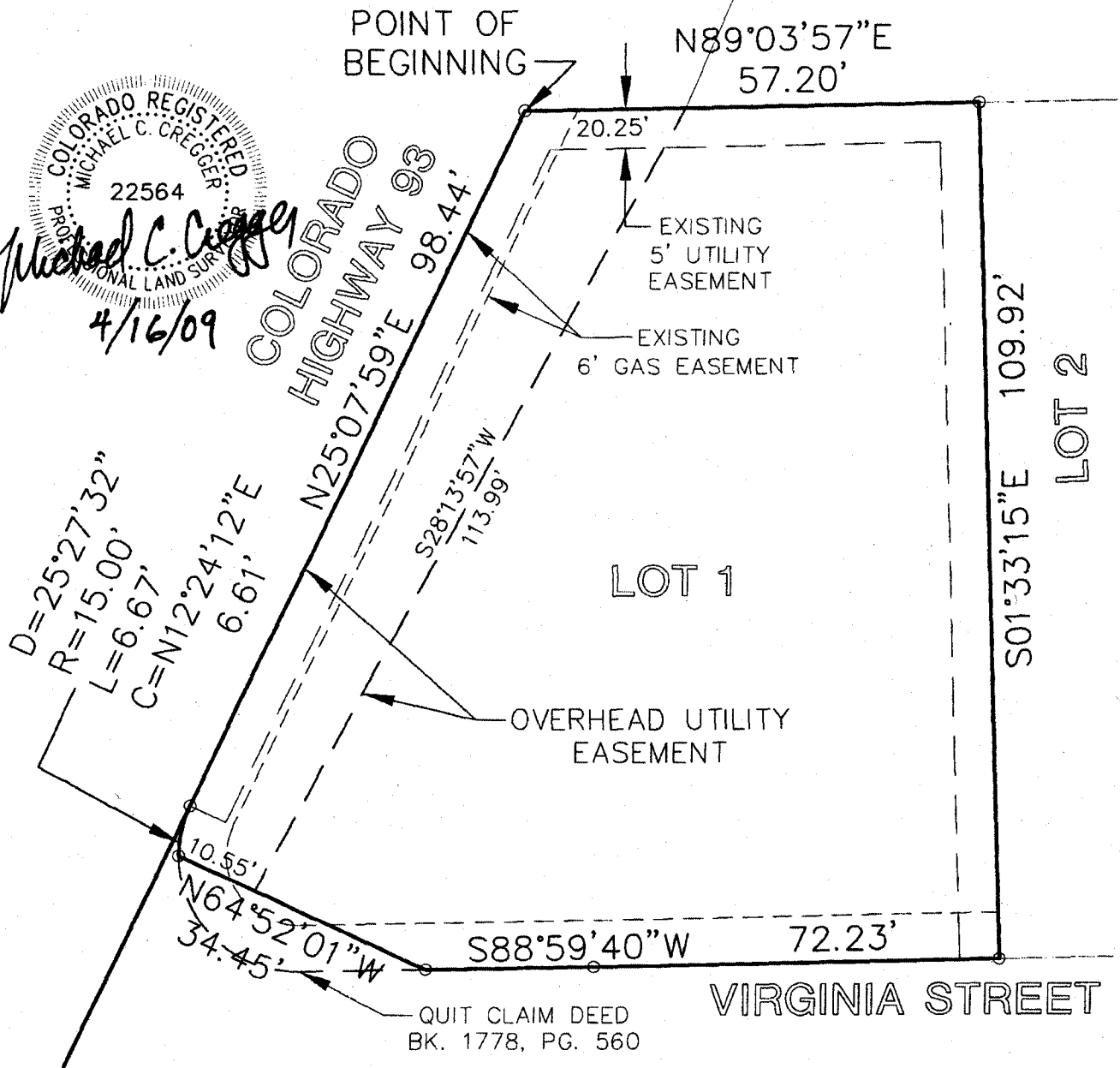
10. Governing Law. This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Jefferson County.

EXHIBIT

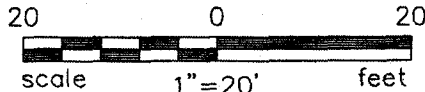
OVERHEAD UTILITY EASEMENT

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

COLORADO REGISTERED
MICHAEL C. CREGER
22564
PROFESSIONAL LAND SURVEYOR
Michael C. Creger
4/16/09



TST INC. OF DENVER
Consulting Engineers



REVISED 4-16-09
SHEET 1 OF 2

5

EXHIBIT

OVERHEAD UTILITY EASEMENT
LOT 1, NORTH GOLDEN EDGE, FILING NO. 1,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION

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

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, AND CONSIDERING THE NORTH LINE OF SAID LOT 1 TO BEAR NORTH 89°03'57"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, NORTH 89°03'57"EAST, 20.25 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 28°13'57"WEST, 113.99 FEET, TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN THAT QUIT CLAIM DEED TO THE CITY OF GOLDEN, RECORDED IN BOOK 1778 AT PAGE 560; THENCE ALONG SAID NORTH LINE OF SAID LANDS, NORTH 64°52'01"WEST, 10.55 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES: ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 25°27'32", A RADIUS OF 15.00 FEET, AN ARC OF 6.67 FEET AND A CHORD WHICH BEARS NORTH 12°24'12"EAST, 6.61 FEET; THENCE NORTH 25°07'59"EAST, 98.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 1,633 SQUARE FEET (0.04 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.

4/16/2009
DATE

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



Return to:
City Clerk
911 10th Street
Golden, CO 80401



TST INC. OF DENVER
Consulting Engineers

REVISED 4-16-09
SHEET 2 OF 2