

RESOLUTION NO. 1735

**A RESOLUTION OF THE GOLDEN CITY COUNCIL APPROVING
A RIGHT OF WAY CONTRACT ON STATE TRUST LANDS
ADJACENT TO CANYON VIEW SUBDIVISION FILING NO. 3**

WHEREAS, the Golden City Council approved the Canyon View Subdivision Filing No. 3 on November 10, 2005, by Resolution No.1608, and the Canyon View Subdivision Filing No. 3A on May 11, 2006, by Resolution No.1676; and

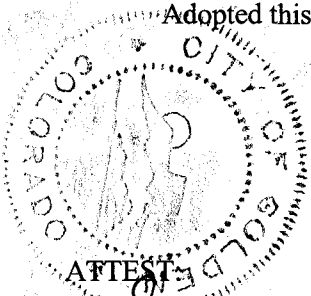
WHEREAS, as a condition of approval of Resolutions 1608 and 1676 and the subdivisions, City Council required the subdivider to install new drainage culverts under Pine Ridge Road at Cressman's Gulch; and

WHEREAS, the installation of such drainage culverts requires the grant of a right of way by the adjacent land owner, the State of Colorado Board of Land Commissioners.

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

Section 1. The Right of Way Contract on State Trust Lands is hereby approved substantially in the form attached. The Mayor is authorized to execute the Agreement on behalf of the City.

Adopted this 14th day of December, 2006.



Charles J. Baroch

Charles J. Baroch
Mayor

Susan M. Brooks

Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:
James A. Windholz

James A. Windholz
City Attorney

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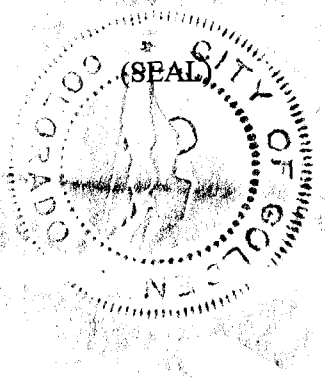
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I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 14th day of December, A.D., 2006.

ATTEST:



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



STATE OF COLORADO
BOARD OF LAND COMMISSIONERS
RIGHT-OF-WAY CONTRACT ON STATE TRUST LANDS

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Right-of-Way No. 3341

THIS RIGHT-OF-WAY made this 1st day of December, 2006, between the State of Colorado, acting by and through the STATE BOARD OF LAND COMMISSIONERS (Grantor), whose address is 1313 Sherman Street, Suite 621, Denver CO 80203 and City of Golden (Grantee), whose mailing address is 911 Tenth Street, Golden, CO 80401:

WITNESSETH

WHEREAS, Grantee has applied to the Grantor for a right-of-way across certain portions of state trust lands for the purpose of constructing, operating, and maintaining two sixty-six inch (66") culverts and associated drainage structures; and

WHEREAS, the Grantor has approved the application subject to the terms and conditions set forth herein.

NOW THEREFORE, the Grantor, in consideration of the terms and conditions herein, and for the consideration of **Ten Thousand Five Hundred And 00/100 Dollars (\$10,500.00)**, grants unto the Grantee, a perpetual right-of-way, for the purpose of constructing, operating, and maintaining two sixty-six inch (66") culverts and associated drainage structures over, under, upon and across certain portions of state trust lands described as follows:

Township 3 South, Range 70 West of the 6th P.M., Jefferson County
Section 16: SWSWSW

AN EASEMENT FOR DRAINAGE PURPOSES OVER AND ACROSS A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 16, BEING A FOUND IN PLACE 3 1/4" DIAMETER ALUMINUM CAP L.S. 27278 IN A MONUMENT BOX, FROM WHENCE THE WEST QUARTER CORNER OF SECTION 21, BEING A FOUND IN PLACE 2" DIAMETER ALUMINUM CAP L.S. 14112, BEARS SOUTH 00°02'35" EAST, 2630.54 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°24'58" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 16, A DISTANCE OF 49.69 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 41.69 FEET;
THENCE SOUTH 63°00'25" EAST, A DISTANCE OF 100.97 FEET;
THENCE SOUTH 26°54'50" WEST, A DISTANCE OF 3.84 FEET TO THE SOUTH LINE OF SOUTHWEST QUARTER OF SECTION 16;
THENCE SOUTH 89°48'22" WEST, ALONG THE SOUTH LINE OF SOUTHWEST QUARTER OF SECTION 16, A DISTANCE OF 129.56 FEET TO THE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES OF RECORD.

SAID PERMANENT DRAINAGE EASEMENT CONTAINS A GROSS AREA OF 4,439 SQUARE FEET (0.102 ACRES), MORE OR LESS.

Terms and Conditions

1. This right-of-way grant is made for the sole purpose described, and for the singular use by the Grantee named herein. No other purpose or use is permitted. If Grantee uses or attempts to use the lands for any other purpose whatsoever, then this right-of-way shall become void and of no effect, and shall revert to the Grantor or its successors.
2. This right-of-way grant is not exclusive. It is subject to any and all uses, easements and rights-of-way granted previously. The Grantor reserves the right to use, or permit the use of, these same lands for any new purpose which will not unreasonably interfere with or endanger any of the facilities of the Grantee, or use thereof. Grantee agrees to permit and not interfere with such new or additional uses.
3. The Grantee shall not sublet or assign, in whole or in part, this right-of-way unless the Grantor, at its sole discretion, gives written authorization. Any transfer or assignment, or attempted transfer or assignment, of any of the rights granted, without such consent in writing, shall be absolutely void, and at the option of the Grantor, shall terminate this agreement.

4. The Grantor reserves the right at any and all times during the continuance of the right-of-way to sell, exchange, or otherwise dispose of the underlying or adjoining lands.
5. If Grantee fails to construct the facility or facilities described above within two (2) years from date hereof, this grant shall be subject to cancellation at the option of the Grantor. If the Grantor agrees to extend such construction period, the Grantor may fix additional consideration at the time of completion of construction of said facilities.
6. Upon completion of construction and/or any subsequent maintenance activities of the herein described facility, including the use of State Land Board land not described above for temporary construction and/or ingress and egress purposes, Grantee agrees to restore said land, as near as practicable to its original condition, unless otherwise agreed to in writing by the Grantor. Provided, however, that all such restoration efforts shall be in compliance with the Colorado Noxious Weed Act, CRS 35-5.5-101 et seq. Grantee shall complete restoration work not more than six (6) months after pipeline is installed.
7. The Grantee shall not fence or otherwise obstruct free and open access to and travel upon, said land, without written authorization from the Grantor. No surface installation of any kind is authorized by this grant unless specifically mentioned herein.
8. If the right-of-way is to be enlarged, replaced, relocated, or added to in the future, the Grantee shall advise the Grantor of such change and furnish surveys, plats, and description of the change to the Grantor for approval. In that event the Grantor may, at its sole discretion, require the Grantee to pay additional consideration.
9. Grantee shall not establish a water use, water permit, or water right unless the State Land Board at its sole discretion gives written authorization. If the Grantee uses or establishes any water right on the state land, for any use on or off state land, such right shall become and remain the property of the Grantor.
10. The Grantor shall reserve all rights to all minerals, ores, and metals of any kind and character, and all coal, asphaltum, oil, gas, or other like substances in or under such land, and all geothermal resources and the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, notwithstanding the terms as per paragraph two (2). If the Grantor desires to occupy or use, or permit the occupancy or use of, the lands which are subject to the right-of-way herein granted, or any portion thereof, for any purpose with which the aforesaid facilities would interfere, then the Grantor may require the Grantee to relocate its facilities after first receiving not less than ninety (90) days prior written notice from the Grantor. In such event, the Grantee shall be furnished a similar right-of-way over and across state land, where available and suitable, free of charge to relocate or otherwise adjust said road and facilities.
11. The right-of-way granted herein shall continue until termination for cause. If the use of said right-of-way is abandoned for twelve (12) consecutive months, this right-of-way or any unused portion thereof shall automatically and without notice terminate.
12. Upon removal of the facilities, the right-of-way shall terminate, except that temporary removal or closure of said facility during maintenance or approved reconstruction shall not terminate this grant.
13. Upon termination of this right-of-way for cause, the Grantee shall restore the premises as nearly as possible to the condition they were in prior to the grant and construction of the original right-of-way, unless otherwise requested or agreed to by the Grantor.
14. The Grantee assumes all liability arising from the exercise of this right-of-way, including but not limited to the risk of all injuries, including death, resulting therefrom to persons and damage to property, including loss of use thereof, and all taxes, fees, assessments or charges, resulting directly or indirectly, wholly or in part, from this right-of-way and, to the extent authorized by law and without waiving the provisions of the Colorado Governmental Immunity Act, to indemnify, save harmless and defend the Grantor from and against any and all liability arising therefrom.
15. The Grantee will pay full compensation to the Grantor for damages to its property, rights, franchises or privileges, including liabilities and damages to its lessees and other third parties resulting from acts, omissions, or use of the lands or rights granted under this right-of-way.
16. Failure to comply with any term or condition contained in this right-of-way grant shall be grounds for termination by the Grantor.
17. A plat and survey performed by Laine A. Landau, Colorado PLS No. 31153, dated March 15, 2006, was submitted by the applicant to depict the location of this grant. Said plat is hereby made a part of this right-of-way document for locational purposes, but shall not prevail over the terms and conditions herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THE FOREGOING, THE SAME TO BE EFFECTIVE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

(SIGNATURES ON FOLLOWING PAGE)

GRANTEE: *CJ Baroch*
SIGNATURE

Charles J. Baroch
PRINTED NAME

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INDIVIDUALLY AND AS Mayor
POSITION

OF CITY OF GOLDEN
ENTITY

STATE OF COLORADO, ACTING BY AND THROUGH THE
STATE BOARD OF LAND COMMISSIONERS

Britt Weygandt
Britt Weygandt, Director