

RESOLUTION NO. 2010

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING AN AGREEMENT CONVEYING AN EASEMENT
TO THE CITY OF GOLDEN FROM THE LOTS 6, 20, CTC, LLLP
FOR A REGIONAL STORM DRAINAGE FACILITY**

WHEREAS, the Urban Drainage and Flood Control District and Jefferson County are proposing a regional storm drainage facility in the Coors Technology Center business park; and

WHEREAS, the regional storm drainage facility design requires adjustment of a drainage easement on property owned by the Lots 6, 20, CTC, LLLP; and


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

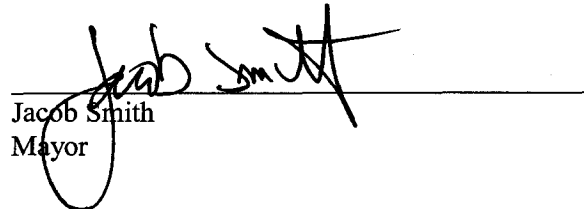
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

City Council authorizes the easement agreement, substantially in the form attached hereto as Exhibit A. The Mayor is authorized to execute such an agreement.

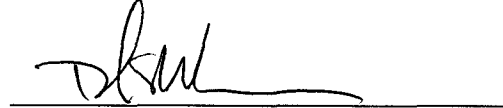
Adopted this 19th day of November, 2009.




Susan M. Brooks, MMC
City Clerk


Jacob Smith
Mayor

APPROVED AS TO FORM:


David S. Williamson
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 business meeting thereof held on the 19th day of November, A.D., 2009.



ATTEST:

A handwritten signature in cursive script that reads "Susan M. Brooks". The signature is written in black ink and is positioned above a horizontal line.

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

EASEMENT

THIS EASEMENT, effective this ____ day of _____ 2009, by and between Lots 6, 20, CTC, LLLP ("Owner") for the property at 16025 Table Mountain Parkway, Golden, Colorado 80403, 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 nonexclusive 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 authorize the construction, inspection, and maintenance of a regional storm drainage and detention facility and associated appurtenances 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 storm drainage improvement(s) upon, within, over, under through and across said easement. This temporary construction easement shall terminate on September 1, 2011.

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 (other than parking lot improvements, sidewalk and landscaping as shown in Site Development Plans as approved by the City for 601 Corporate Circle) 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. Representations and Warranties of City: In no instance shall the Owner be held liable for any acts, omissions, actions, or causes for action proximately caused by the negligent acts of the City, their employees or assigns when entering upon or using of the Property.

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.

Lots 6, 20, CTC, LLLP

By: _____

STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, as _____.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

SUBORDINATION

_____, the beneficiary of a deed of trust with respect to the Property, recorded at Reception No. _____ in the records of the Jefferson County Clerk and Recorder, hereby subordinates its rights in such deed of trust to the easement rights granted herein.

By: _____

STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, as _____.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

ACCEPTANCE

ACCEPTED BY THE CITY OF GOLDEN THIS ____ DAY OF _____, 2009 ____.

Jacob Smith
Mayor

ATTEST:

Susan M. Brooks, MMC