

RESOLUTION NO. 1667

A RESOLUTION OF THE GOLDEN CITY COUNCIL
ACCEPTING AN AGREEMENT CONVEYING AN ACCESS
EASEMENT TO THE CITY OF GOLDEN FROM JEFFERSON
COUNTY

WHEREAS, the City of Golden desires to access the 6170 water tank using motor vehicles;
and


WHEREAS, Jefferson County has provided an easement agreement conveying the easement
necessary for such access; 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:

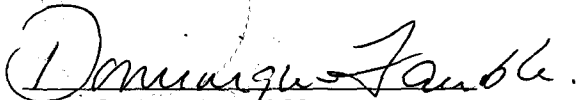
City Council accepts the easement agreement, substantially in the form attached hereto as Exhibit
A. The Mayor is authorized to execute such agreement.

Adopted this 27th day of April, 2006.




Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

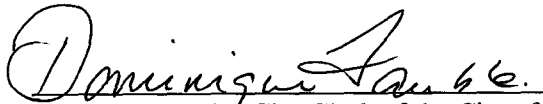
APPROVED AS TO FORM:



James A. Windholz
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the
foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden,
Colorado at a regular meeting thereof held on the 27th day of April, A.D., 2006.

(SEAL)

ATTEST: 

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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate, (“Grantor”) and **CITY OF GOLDEN, COLORADO**, a Colorado Municipal Corporation, (“Grantee”).

RECITALS

A. Grantee has requested, and Grantor is willing to convey an easement over a portion of real property owned by Grantor, legally described at Exhibit A-1, and generally depicted for illustrative purposes only, at Exhibit A-2, attached hereto and incorporated herein, (the “Easement Property”).

NOW THEREFORE, in consideration Ten Dollars (\$10.00) and other good and valuable consideration, paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantee, the parties hereby agree as follows:

ARTICLE 1: GRANT OF EASEMENT

1. In accordance with the terms herein, Grantor hereby grants to Grantee a nonexclusive, permanent easement over, under and across the Easement Property for the purpose of accessing a water tank on its real property, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of the Easement for the limited purposes hereinabove stated.

GENERAL PROVISIONS

3. Grantor shall not be liable to Grantee or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by Grantee, its contractors, subcontractors, or suppliers, of the Easement Property, or by reason of any act or thing done or omitted to be done during the term of this Easement Agreement, by Grantee, its contractors, subcontractors, agents, employees, licensees, or invitees.

4. To the extent authorized by law, and without waiving any provisions of the Colorado Immunity Act, Grantee indemnifies and holds Grantor harmless from any and all loss or damage, including without limitation attorneys’ fees, sustained or incurred by Grantor resulting from any loss or injury or damage to any person or property related to the exercise of rights granted herein, or any act or thing done or omitted to be done during the term of this Easement, by Grantee, its contractors, subcontractors, agents, employees, permittees, or invitees. The obligations of Grantee hereunder shall survive termination of this Easement.

5. If either party determines that the other party is in violation of the terms of this Agreement, (the “Alleging Party”), it shall give written notice of such violation and demand corrective action sufficient to cure the violation. If the other party fails to, at its sole cost and

expense, cure the violation within thirty (30) days after the receipt of the notice of such alleged breach, or under the circumstances where violations cannot reasonably be cured within such thirty (30) day period, if the other party fails to begin curing such violation within such thirty (30) day period and fails, at its sole cost and expense to continue diligently to cure such violation until finally cured, then the Alleging Party may institute a suit to enforce the terms of this Agreement (including by specific performance) to enjoin the violation by injunction, and to recover any damages to which such party may be entitled for violation of the terms of this Agreement. The prevailing party to any legal action brought to enforce the terms of this Agreement shall be entitled to all costs of suit, including, without limitation, reasonable attorney's fees.

6. Enforcement of the terms of this Agreement will be at the discretion of the parties and any forbearance by either party to exercise its rights under this Agreement will not be deemed or construed to be a waiver of such breach or of any subsequent breach of the same or any other term of this Agreement or of any of the parties' rights under this Easement. No delay or omission by any party in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver.

7. Grantor makes no representation, nor will Grantor be liable to Grantee with respect to any prior encumbrances which may affect title to any portion of the Easement Property, and this Agreement is subject to all prior encumbrances, restrictions, rights, claims and interests; of record, or otherwise.

8. Grantee covenants, represents, and warrants that: (a) Hazardous Materials will not be handled, treated, used, placed, stored, or otherwise kept, or transported on or across any portion of the Easement Property without the prior written approval of the County; and upon any such approval (b) any handling, transportation, storage, treatment, or usage of Hazardous Materials which may occur on or across any portion of the Easement Property will be in compliance with federal, state, and local laws, regulations, and ordinances. To the extent permitted by law, Grantee does hereby indemnify and hold harmless the County and its agents and employees from and against any and all claims, lawsuits, damages, costs, losses, judgements, of any nature whatsoever, including attorney's fees, suffered or incurred by the County, arising from a breach of the covenants and warranties contained in this paragraph, or as a result of conditions created or acts performed by Grantee, its employees, agents, contractors, permittees, invitees, or assigns. Such indemnity and covenant to hold harmless shall survive the termination of the Easement granted hereunder. The term "Hazardous Materials" herein means any hazardous, toxic, or dangerous substances, materials, or wastes which are regulated under any applicable county, municipal, state, or federal law, rule, ordinance, direction, or regulation.

9. This Easement Agreement and the grant of easements herein shall not be strictly construed, but shall be given a reasonable construction so that the intention of the parties hereunder is fulfilled.

10. This Easement Agreement may be executed in counterparts, each of which, taken as a whole, shall constitute but a single instrument.

)
)
STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

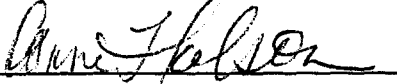
The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 2006 by _____ as _____ of City of Golden, Colorado, a Colorado municipal corporation.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

APPROVED AS TO FORM:


Anne T. Kelson
Assistant County Attorney

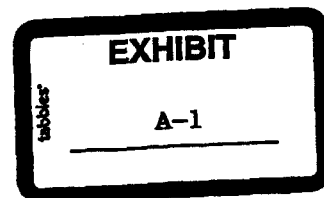
Golden Access Easement on North Table Mountain

An easement, 20 feet in width, for ingress and egress located in the Northwest quarter of the Northeast quarter of Section 21, Township 3 South, Range 70 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, the centerline of which is more particularly described as follows:

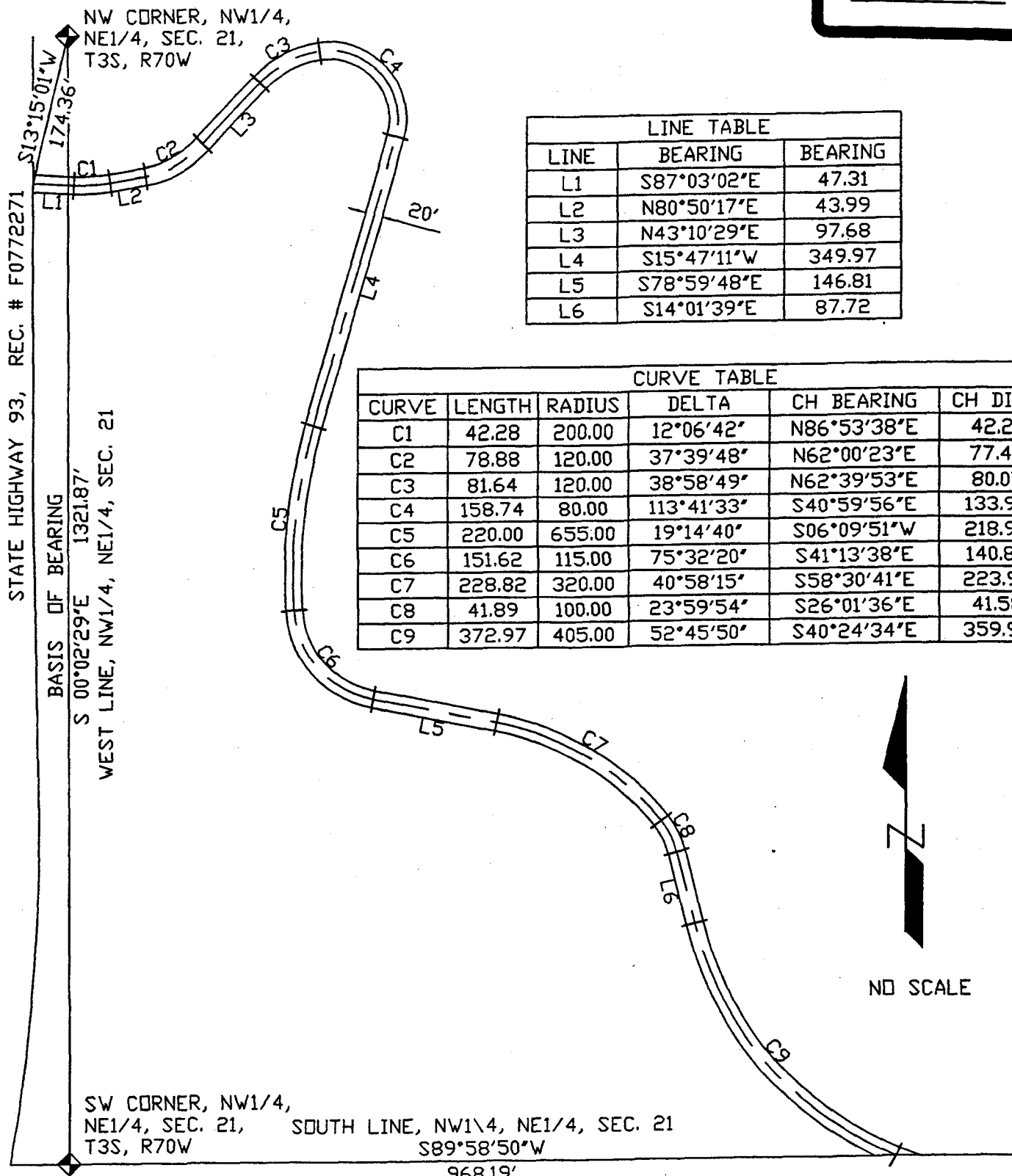
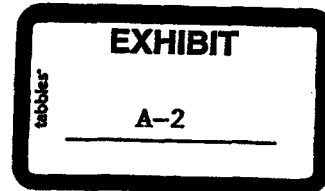
Commencing at the Northwest corner of the Northwest quarter of the Northeast quarter of said section 21; thence S13°15'01"W, 174.36 feet to the True Point of Beginning, said point being on the Westerly Right of Way line of State Highway 93 as described in Reception number F0772271 of the Jefferson County records; thence S87°03'02"E, 47.31 feet to a point of curvature; thence on a curve to the left 42.28 feet, said curve having a radius of 200.00 feet, a delta of 12°06'42" and a chord that bears N86°53'38"E, 42.20 feet to a point of tangency; thence N80°50'17"E, 43.99 feet to a point of curvature; thence on a curve to the left 78.88 feet, said curve having a radius of 120.00 feet, a delta of 37°39'48" and a chord that bears N62°00'23"E, 77.47 feet to a point of tangency; thence N43°10'29"E, 97.68 feet to a point of curvature; thence on a curve to the right 81.64 feet, said curve having a radius of 120.00 feet, a delta of 38°58'49" and a chord that bears N62°39'53"W, 80.07 feet to a point of compound curvature; thence on a curve to the right 158.74 feet, said curve having a radius of 80.00 feet, a delta of 113°41'33" and a chord that bears S40°59'56"E, 133.95 feet to a point of tangency; thence S15°47'11"W, 349.97 feet to a point of curvature; thence on a curve to the left 220.00 feet, said curve having a radius of 655.00 feet, a delta of 19°14'40" and a chord that bears S06°09'51"W, 218.97 feet to a point of compound curvature; thence on a curve to the left 151.62 feet, said curve having a radius of 115.00 feet, a delta of 75°32'20", and a chord that bears S41°13'38"E, 140.87 feet to a point of tangency; thence S78°59'48"E, 146.81 feet to a point of curvature; thence on a curve to the right 228.82 feet, said curve having a radius of 320.00 feet, a delta of 40°58'15" and a chord that bears S58°30'41"E, 223.98 feet to a point of compound curvature; thence on a curve to the right 41.89 feet, said curve having a radius of 100.00 feet, a delta of 23°59'54" and a chord that bears S26°01'36"E, 41.58 feet to a point of tangency; thence S14°01'39"E, 87.72 feet to a point of curvature; thence on a curve to the left 372.97 feet, said curve having a radius of 405.00 feet, a delta of 52°45'50" and a chord that bears S40°24'34"E, 359.93 feet to the point of terminus on the Northerly boundary of Mesa Meadows Phase 3, recorded in Plat Book 120, Page 53, from which the Southwest corner of the Northwest quarter of the Northeast quarter bears S89°58'50"W, 968.19 feet. The side lines on both ends of this description are shortened or lengthened accordingly. Said easement contains 43,017 square feet or 0.99 acres, more or less.

The basis of bearing is the West line of the Northwest quarter of the Northeast quarter of said section 21 being monumented on the North end by a 1-1/2 inch pipe with a 2 inch aluminum cap stamped "KURT O LINN INC, T3S, R70W, 1/4, S16, S21, 1998, PLS 14112" and on the South end by a 3/4 inch by 30 inch rebar with a 2 inch aluminum cap stamped "JEFFCO OPEN SPACE, N1/16, C---C, S21, 1999, LS 27612" with a bearing of S00°02'29"E, a distance of 1321.87 feet.

Prepared for and on behalf of Jefferson County, Colorado



ACCESS EASEMENT EXHIBIT



LINE TABLE		
LINE	BEARING	BEARING
L1	S87°03'02"E	47.31
L2	N80°50'17"E	43.99
L3	N43°10'29"E	97.68
L4	S15°47'11"W	349.97
L5	S78°59'48"E	146.81
L6	S14°01'39"E	87.72

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH DIST.
C1	42.28	200.00	12°06'42"	N86°53'38"E	42.20
C2	78.88	120.00	37°39'48"	N62°00'23"E	77.47
C3	81.64	120.00	38°58'49"	N62°39'53"E	80.07
C4	158.74	80.00	113°41'33"	S40°59'56"E	133.95
C5	220.00	655.00	19°14'40"	S06°09'51"W	218.97
C6	151.62	115.00	75°32'20"	S41°13'38"E	140.87
C7	228.82	320.00	40°58'15"	S58°30'41"E	223.98
C8	41.89	100.00	23°59'54"	S26°01'36"E	41.58
C9	372.97	405.00	52°45'50"	S40°24'34"E	359.93

