

RESOLUTION NO. 2060

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GOLDEN APPROVING A LICENSE AGREEMENT WITH VERIZON
WIRELESS (VAW) LLC TO CONSTRUCT USE AND MAINTAIN A
TELECOMMUNICATIONS FACILITY LOCATED ON CITY
PROPERTY**

WHEREAS, Verizon Wireless (VAW) LLC proposes to construct and operate a telecommunications facility on City of Golden ("City") owned property which activity consists of the installation of a cellular phone antennae system on an existing electric transmission tower owned by Xcel Energy; and

WHEREAS, the affected property is located west of Johnson Road and south of the Johnson Road entry to the Lookout Mountain Youth Services Center; and

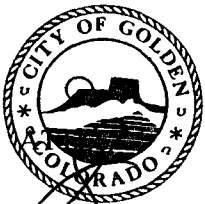
WHEREAS, the property sought to be used by Verizon Wireless (VAW) LLC is not otherwise being used for municipal purposes; and

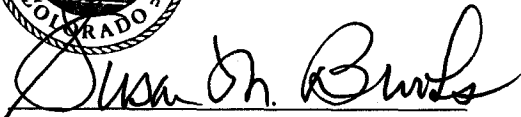
WHEREAS, the City agrees to permit such use by Verizon Wireless (VAW) LLC subject to certain terms conditions set forth in a license agreement.


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

The License Agreement between the City of Golden and Verizon Wireless (VAW) LLC is approved in substantially the same form as the copy attached hereto as Exhibit A and made a part of this resolution. The Mayor is authorized to execute the agreement on behalf of the City of Golden.,


Adopted this 10th day of June, 2010.




Susan M. Brooks, MMC
City Clerk


Karen L. Oxman
Mayor Pro Tem

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 10th day of June, A.D., 2010.



ATTEST:

A handwritten signature in cursive script, reading "Susan M. Brooks", is written over a horizontal line.

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

LICENSE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2010, by and between the City of Golden, a Colorado home rule municipality ("City") with offices at 911 10th Street, Golden, CO 80401, and Verizon Wireless (VAW) LLC d/b/a/ Verizon Wireless with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920 ("Licensee").

WHEREAS, Licensee desires to use a portion of the City's property located at 1551 Johnson Road, Golden, CO, 80401, for the construction, use and maintenance of a communications facility (the "Facilities"); and

WHEREAS, the City agrees to permit such use of its property subject to such terms and conditions set forth in a license agreement ("Agreement").

NOW, THEREFORE, in consideration of the mutual promises herein, the City and Licensee agree as follows:

1. License. The City grants to Licensee a non-exclusive revocable license to use a portion of the City's property located at 1551 Johnson Road, Golden, Colorado ("Property") more particularly described in Exhibit A. The location of the Facilities on the Property (the "Premises") is more particularly identified and established in the scaled drawing attached hereto as Exhibit B. Licensee may use the Premises only for lawful activity related to providing wireless communications services, including, upon approval of the City, which shall not be unreasonably withheld, conditioned, or delayed, the transmission and the construction, installation, maintenance, and operation of related communication facilities. The Facilities may include, upon approval of the City, sleeves, conduit, global positional satellite antennas, microwave equipment and antennae, radio frequency equipment, primary backup and temporary power units, interconnection equipment, equipment cabinets, wire, lines conduits, pipes, accessory cable and related facilities necessary for Licensee's provision of wireless communication services. Licensee may construct, install, operate, maintain, repair, secure, replace or remove the Facilities, including sleeves, conduit and cable across the Property to serve the Premises.

2. Term/Renewals. The term of this Agreement shall be for an initial term of five (5) years commencing on the first day of the month following Licensee's receipt of a fully executed copy of the Agreement ("Commencement Date"). Licensee may extend this Agreement for four (4) additional terms of five (5) years each ("Renewal Term"). This Agreement shall be automatically renewed for each successive Renewal Term unless Licensee notifies City of Licensee's intention not to renew the Agreement at least thirty (30) days prior to the expiration of the original term or any Renewal Term. Each renewal shall be on the same terms and conditions as set forth herein. The Agreement shall fully comply with, and be contingent upon, the adopted policies, ordinances, and agreements approved by the City Council of Golden, and shall specifically comply with the requirements of the City's Zoning Ordinance, Building Code, and other applicable City regulations.

3. Fee.

a. An annual license fee in the amount of Nine Thousand and 00/100 (\$9,000) shall be paid by Licensee to the City for the initial year of the Agreement. Within thirty (30) days of the Commencement Date, Licensee shall pay the City the amount of Nine Thousand and 00/100 (\$9,000) for the first year's license fee. Upon completion of the initial year of the Agreement, the license fee shall be escalated four percent (4%) each year thereafter, including each year of the initial five (5) year term and any Renewal Term, unless the annual license fee amount is changed pursuant to the terms of this Agreement.

b. If this License is terminated at a time other than the day before the anniversary of the Commencement Date, the annual license fee shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of the license fee, all prepaid fees shall be refunded to the Licensee.

4. Installation of Equipment and Improvements.

a. Licensee shall have the right, at its sole cost and expense, to install, operate, and maintain its Facilities on the Property in accordance with good engineering practices and with all applicable FCC rules and regulations.

b. Licensee shall repair or replace, to the reasonable satisfaction of City, any structure, fence, paving, landscaping, or other part of the Property which is altered or damaged as a result of the installation, maintenance, or removal of the Facilities.

c. City hereby agrees that the Facilities shall remain the property of the Licensee, with its removal at the Licensee's option. Licensee shall construct its ground-level Facilities within the structure as shown on Exhibit B, and may also construct below-ground coaxial cable conduit connecting its ground-level equipment to its antennae. The location of the Facilities on the Property is more particularly identified and established in the scaled drawing attached hereto and hereby incorporated by reference as Exhibit B.

d. If radio transmission/reception facilities exist on City's property then Licensee shall not interrupt or in any way interfere with City's existing radio transmission/reception facilities during installation of Licensee's Facilities, without the prior reasonable approval of City.

e. Licensee shall conceal and camouflage Licensee's Facilities and related equipment. The structure constructed to house the ground-level Facilities shall be designed with the approval of the City.

f. Licensee shall work with the City to minimize any and all disruptions of the City's access to the Property during construction and operation of Facilities. Any construction and maintenance that disrupts the normal use and maintenance of the

Property requires prior approval of the City's Parks and Recreation Director or the Director's designee.

5. Equipment Upgrade. Licensee may update or replace the Facilities from time to time without the prior written approval of City, provided that the replacement facilities are not greater in number, size, or volume than the existing Facilities. Licensee may not add additional equipment that is greater in number, size or volume without the prior approval of the City, which shall not be unreasonably withheld, conditioned, or delayed. Licensee shall provide City with a written summary of the upgrade or replacement within seven (7) days following said upgrade or replacement. City shall have the right to require Licensee to obtain, at Licensee's own expense, an interference study following any upgrade, replacement, update, change, or modification of the existing equipment, however no interference study shall be required unless there are other antennae in commercial or governmental service in operation on the Property at the time such upgrade, replacement, update, change, or modification is completed.

6. Maintenance.

a. Licensee shall, at its own expense, maintain any equipment on or attached to the Premises in a safe condition, in good repair and in a manner suitable to City so as not to conflict with the use or other lease of the Property by City. Licensee shall not unreasonably interfere with the working use of the Property, related facilities, or other equipment of additional Licensees.

b. Licensee shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Facilities, and improvements, and shall keep the same in good repair and condition during the Agreement term.

c. Licensee must keep the Property free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard, undue vibration, heat, noise, interference, etc.

7. Property Access.

a. The Agreement shall include the right of access to the Property for installation, operation, and maintenance of the Facilities twenty-four (24) hours a day, seven (7) days a week. Licensee agrees that its right of access shall not disrupt or interfere with the activities or equipment of the City or any other licensees or authorized users of the Property.

b. City shall be allowed and granted access to the Premises at all times to examine and inspect the Facilities and/or the Premises for any reason, and to ensure that the Licensee's covenants are being met. City shall not be required to provide Licensee with advance notice if City is inspecting its own facilities, but City shall provide Licensee with reasonable advance notice of City's intent to inspect Licensee's Facilities.

c. Licensee shall return any property disturbed while accessing its Facilities or structure to the state existing prior to said access.

d. Licensee shall access the Premises and the Facilities only along the approved route as depicted in Exhibit A. Use of any alternative route to access the Premises and the Facilities requires prior approval by the City's Parks and Recreation Director or the Director's designee.

8. Utilities. Licensee shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall pay all costs associated therewith.

9. Permit Fees. Licensee shall pay, upon execution of this Agreement, all fees, charges, and expenses for licenses and/or permits required for Licensee's use of the Premises.

10. Compliance with Statutes, Regulations, and Approvals. It is understood and agreed that Licensee's use of the Premises herein is contingent upon its obtaining all certificates, permits, zoning, and other approval that may be required by any federal, state, or local authority, engineering study or radio frequency interference study. Licensee's Facilities shall be installed, maintained, and operated in accordance with site standards, state statutes, rules, and regulations now in effect or that thereafter may be issued by the Federal Communications Commission ("FCC") and related governing bodies.

11. Interference Reports; Compliance With Non-Ionizing Radio Frequency Exposure Standards.

a. If the City becomes aware of a potential interference problem which may be caused directly or indirectly by Licensee's equipment or operations, then Licensee shall obtain, at Licensee's sole cost and expense, an interference study, performed by a qualified registered engineer acceptable to the City (which acceptance shall not be unreasonably withheld, conditioned, or delayed), to include studies of intermodulation (IM) products and desensitization, indicating that Licensee's intended use will not interfere with any existing communications facility or functional transmission/reception operation on the City's Property. If the report shows a potential interference problem, it shall recommend an established methodology or methodologies that Licensee may utilize to remedy the potential interference. Subsequent to construction of Licensee's Facilities, Licensee will arrange with the City a test of Licensee's Facilities to determine if radio frequency interference actually exists between Licensee's Facilities and such preexisting communications facilities as may be present on the Property, and, if radio frequency interference does in fact exist, Licensee shall have the right to operate its Facilities intermittently for purposes of testing and curing such interference.

b. Upon completion of installation of Licensee's Facilities, Licensee shall have, at Licensee's sole cost and expense, a qualified registered engineer acceptable to the City perform a radio frequency environmental exposure assessment (Maximum Permissible Exposure limit study) or an Environmental Assessment for Licensee's

Facilities, as applicable, in accordance with OET Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields," published August 1997, as amended, unless Licensee demonstrates that its Facilities are categorically excluded from performing such assessments under 47 C.F.R. §1.1307(b)(2). In the event of a conflict between the provisions of OET Bulletin 65 and the requirements of Title 47 C.F.R., the requirements of Title 47 C.F.R. shall control.

c. If Licensee is required to obtain an interference study in accordance with Section 11(a) above, upon receipt of certification from a qualified registered engineer, stating that no material radio frequency interference problems exist on the Property as a consequence of the operation of Licensee's Facilities, the City shall provide Licensee with written authorization for commencement of Licensee's operation of Licensee's Facilities. If Section 11(a) above is applicable, Licensee shall not commence commercial operation of its Facilities until the City provides such written authorization. The City shall not unreasonably withhold, condition, or delay said authorization.

12. Interference. Licensee's installation, operation, and maintenance of its Facilities shall not damage or interfere in any way with the City's Premises operations or related repair and maintenance activities and Licensee agrees to cease all such actions which materially interfere with the City's use of the Premises immediately upon actual notice of such interference, provided, however, in such case, Licensee shall have the right to terminate this Agreement. The City, at all times during this Agreement, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Premises in connection with Facilities' operations as may be necessary. The City agrees to give reasonable advance notice of any such activities to the Licensee and to reasonably cooperate with Licensee to carry out such activities with a minimum amount of interference with Licensee's transmission operations.

The City in no way guarantees to Licensee subsequent noninterference by a governmental entity with Licensee's transmission operations, provided, however, that in the event any other party, except a governmental unit, office, or agency, requests permission to place any type of additional antenna or transmission facility on the Premises, the procedures of this section shall govern to determine whether such antenna or transmission facility will interfere with Licensee's transmission operations.

If the City receives a request for any type of additional antenna or transmission facility, the City shall submit the proposal, complete with all technical specifications reasonably requested by Licensee, to Licensee for review for noninterference. Licensee shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Licensee to the installation of antennae or transmission facilities pursuant to said proposal. Any entity requesting to co-locate on the Property shall be responsible for the expenses incurred in an interference study with respect to Licensee's Facilities and the City's Property. A governmental unit may be allowed to place antennae or other communication facilities on the Property regardless of potential or actual interference with Licensee's use, provided, however, if Licensee's use of the Premises is materially affected thereby, Licensee may terminate this Agreement.

The City agrees, not to lease, license or otherwise provide space on the Property to any non-governmental entity which, through the procedure provided in this Section 12, is found will interfere with Licensee's then-existing operations or Facilities.

13. Termination. Either party may terminate this Agreement by providing the other party with written notice as described herein.

a. By Licensee. Licensee may terminate the Agreement for any reason upon thirty (30) days written notice.

b. By Licensor.

i. In the event that the City Council of the City of Golden finds that Licensee's actions or Facilities constitute a hazardous condition or otherwise substantially interfere with a public use of the property or the City's exercise of its police powers, the City may terminate this Agreement with such notice as it deems appropriate to the situation.

ii. In the event there is a material breach by Licensee with respect to any of the provisions of this Agreement or its obligations hereunder, including the payment of rent, City shall give Licensee written notice of such breach. After receipt of such written notice, Licensee shall have thirty (30) days in which to cure any monetary or non-monetary breach (including, without limitation, any demand for payment of rent or of possession of the Premises because of an alleged default), provided Licensee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. If Licensee fails to cure said material breach within the time period provided, City may terminate this Agreement ("Termination for Cause"). In the case of a Termination for Cause, City must provide sixty (60) days written notice to Licensee of its determination to terminate.

iii. In order to terminate without cause or for no reason, City will provide at least two hundred seventy (270) days written notice in order to provide time for Licensee to secure an alternate location for the Facilities.

iv. In the event City terminates this Agreement with less notice than as required by this Section 13, City shall pay all costs incurred by Licensee as a result of the improper notice including all costs incurred to obtain all of the certificates, permits and other approvals that may be required by any federal, state or local authorities to relocate the Facilities.

c. Upon termination, Licensee shall promptly, at its own expense, remove all of its improvements, including footings, equipment, conduits, buildings, structures, antennas, and personal property located upon the Property and restore the Property within 90 days of termination to substantially the same condition as it existed prior to Licensee's use.

14. Bond. Prior to installation of Licensee's Facilities, Licensee shall provide a \$20,000.00 bond payable to City upon event of default to secure compliance with the provisions of this Agreement, including, but not limited to, the requirement that Licensee remove all equipment and Facilities in the event of expiration or termination of the Agreement.

15. Insurance.

a. Licensee shall carry Commercial Liability Insurance Coverage, including premises/operation coverage, bodily injury, property damage, independent contractors liability, completed operations coverage, and contractual liability coverage, in a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Such policy shall list the City as an additional insured by endorsement and shall provide that it will be the primary coverage as relates to Licensee's operations. Licensee may satisfy this requirement by underlying insurance plus an umbrella policy. Licensee shall also maintain the worker's compensation insurance required by law.

b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damages caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

c. Licensee shall provide City, prior to the Commencement Date and with each policy renewal, evidence of the required insurance in the form of a certificate of insurance issued by a broker or an insurance company licensed to do business in the State of Colorado, which includes all coverage required in paragraph (a) of this section. Said certificate shall also provide that the coverage may not be canceled without thirty (30) days' written notice to City (10 days notice shall apply to non payment). An inadvertent omission by Licensee to supply such certificate of insurance shall not be deemed an event of default.

16. Damage or Destruction. If the Property or any portion thereof is destroyed or damaged so as to materially hinder effective use of the Facilities through no fault or negligence of Licensee, Licensee may elect to terminate this Agreement upon thirty (30) days' written notice to City. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Licensee shall be entitled to the reimbursement of any rent prepaid by Licensee.

17. Indemnification. Licensee agrees to indemnify, defend, and hold harmless City and its elected officials, officers, employees, agents, third party insurers, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of

action, including reasonable attorneys' fees and other costs and expenses of litigation (collectively, "Claims"), which may be asserted against or incurred by the City or for which the City may be liable, to the extent arising from the negligence, willful misconduct, or other fault of Licensee or its employees, agents, or subcontractors in the performance of this Agreement or from the installation, operation, use, maintenance, repair, removal, or presence of Licensee's Facilities on the Property; excluding, in all events, Claims arising from the negligence or willful misconduct of City et al. If Licensee fails or neglects to defend such actions, City may defend the same and any reasonable, out-of-pocket expenses (including reasonable attorneys' fees) actually incurred by City in defending said actions, as well as the amount of any judgment or settlement which it may be required to pay, shall promptly be reimbursed by Licensee.

18. Hazardous Substance Indemnification. City represents that it has no knowledge of any Hazardous Substance on the Property, . Licensee represents and warrants that its use of the Property will not generate and it will not store or dispose on the Property nor transport to or over the Property any Hazardous Substance in violation of applicable law. Licensee further agrees to hold City harmless from and indemnify City against any release of any such Hazardous Substance caused by Licensee or its employees or agents and any damage, loss, or expense or liability resulting from such release, including all attorneys' fees, costs and penalties incurred as a result thereof, except to the extent contributed to by the negligence of City, its employees, or agents. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous, or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which, after release into the environment, will or may reasonably be anticipated to cause sickness, death or disease; provided however it shall be interpreted to exclude the use of batteries and exclude the use of generators and related fuels for purposes of providing emergency power.

19. Notices. All notices, requests, demands, and other communications hereunder (except for payment of Rent or other payments to City) shall be in writing and shall be deemed given if sent by U.S. mail, return receipt requested, to the following addresses:

If to City, to: City of Golden
Director of Planning and Development
911 Tenth Street
Golden, CO 80401

If to Licensee, to: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Fees and other payments shall be sent to City at the following address:

Finance Director
City of Golden
911 10th Street
Golden, Colorado 80401

20. Assignment. Licensee may assign or transfer (by sublease or otherwise) its rights arising under this Agreement to any entity (i) that is controlled by, controlling or under common control with Licensee, (ii) that shall merge or consolidate with or into Licensee, (iii) that shall succeed to all or substantially all the assets, property and business of Licensee, or (iv) to any affiliate or subsidiary or other party as may be required in connection with any offering, merger, acquisition, recognized security exchange or financing. Licensee shall notify City of any such transfer within thirty (30) days. Licensee may assign or sublet this Agreement to any other entity only with the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

21. Successors and Assigns. This Agreement shall run with the Property. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

22. Miscellaneous.

a. City and Licensee represent that each, respectively, has full right, power, and authority to execute this Agreement.

b. City and Licensee each waive any and all rights to recover against the other for any loss or damage to such party arising from any cause to the extent covered by any property insurance required to be carried pursuant to this Agreement. The parties will, from time to time, cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Facilities or the Property or the contents of either.

c. In the event either party shall institute suit to enforce any rights hereunder, the prevailing party is entitled to recover court costs and attorneys' fees incurred as a result thereof. "Court costs" shall be deemed to include the costs of arbitration, if arbitration is used by the parties in the resolution of any dispute(s) between them.

d. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

e. This Agreement shall be construed in accordance with the laws of the State of Colorado with venue to be in Jefferson County, State of Colorado.

f. If any term of this Agreement is found to be void or invalid, such invalidity shall not effect the remaining terms of this Agreement, which shall continue in full force and effect.

This Agreement includes and incorporates the following Exhibits attached hereto:

Exhibit A – Legal Description of Property

Exhibit B – Description and Drawings of Facilities on Premises

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above-written.

LICENSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____
Walter L. Jones, Jr.
Area Vice President Network

Date: _____

LICENSOR:

CITY OF GOLDEN

By: _____
Jacob Smith, Mayor

Date: _____

ATTEST:

Susan Brooks, MMC, City Clerk

APPROVED BY:

David S. Williamson
City Attorney

Exhibit A**(Legal Description of Property)**

A tract of land located in the Southeast quarter of Section 34, Township 3 South, Range 70 West of the 6th Principal Meridian, Jefferson County, Colorado, being described as follows:

Commencing at the Southeast corner of said Section 34 and considering the South line of said Southeast quarter to bear South 89°43'44" West with all bearings contained herein relative thereto; thence Westerly along said South line South 89°43'44" West, 1610.13 feet to the point of beginning of this description; thence continuing Westerly along said South line, South 89°43'44" West, 394.93 feet to the Southeast corner of tract of land described as Parcel 3 in Reception No. 87026602 as recorded in the County of Jefferson; thence Northerly along the Easterly line of said tract North 22°54'45" East 64.83 feet; thence North 00°08'18" West, 739.63 feet to the Southeast corner of a tract of land described in Book 2106, at Page 612 as recorded in the County of Jefferson; thence Northerly along the Easterly line of said tract North 16°50'57" East, 180.96 feet; thence North 64°47'15" East, 200.55 feet; thence North 05°27'21" West, 538.01 feet; thence North 35°18'09" West, 325.10 feet; thence North 54°42'39" East, 349.54 feet; thence departing said Easterly line South 35°47'01" East; 530.00 feet; thence South 04°44'12" West; 605.00 feet; thence South 15°25'20" West; 380.69 feet; thence South 02°22'34" West; 150.00 feet; thence South 02°47'29" East; 325.00 feet; thence South 22°39'15" West; 200.00 feet to the point of beginning of this description.

AND

A tract of land located in the Southeast quarter Section 34, the Southwest quarter Section 35 of Township 3 South and the Northwest quarter Section 2 and the Northeast quarter Section 3 Township 4 South, all of Range 70 West of the 6th Principal Meridian, Jefferson County, Colorado, being described as follows:

Commencing at the Southeast corner of the Southeast quarter of said Section 34, said point being the point of beginning of this description and considering the Easterly line of said Southeast quarter to bear North 00°20'42" West with all bearings contained herein relative thereto, thence Northerly along said Easterly line North 00°20'42" West, 716.21 feet; thence North 51°59'25" West, 1204.05 feet; thence North 35°47'01" West, 257.95 feet; thence South 87°29'40" West, 239.23 feet; thence North 35°47'01" West, 575.85 feet to the Westerly line of 50' wide right-of-way described as Parcel No. 9 in Book 811, Page 194 as recorded with Jefferson County, thence Southeasterly along said Westerly right-of-way line South 80°30'58" East, 133.07 feet; thence along a curve to the right having a delta of 23°06'00", a radius of 930.36 feet a length of 375.09 feet and a long chord which bears South 68°57'58" East, 372.56 feet, thence South 57°24'58" East, 1907.17 feet, to the Westerly right-of-way line South Golden Road as described in Book 2250, Page 351 as recorded with Jefferson County; thence Southeasterly along said right-of-way line South 49°55'42" East, 262.68 feet; thence departing said line South 43°13'31" West, 193.77 feet; thence along a curve to the left having a delta of 17°07'16", a radius of 842.96 feet, a length of 251.89 feet and a long chord which bears South 34°39'53" West, 250.96 feet; thence

departing said curve on a radial line South 63°53'45" East, 40.00 feet; thence along a non-tangent curve concave to the East having a delta of 39°21'29", a radius of 802.96 feet a length of 551.58 feet and a long chord which bears South 06°25'30" West, 540.79 feet, thence South 13°15'14" East, 279.93 feet; thence South 14°02'29" East, 618.19 feet; thence along a curve to the right having a delta of 23°41'21", a radius of 450.00 feet, a length of 186.05 feet and a long chord which bears South 02°11'49" East, 184.73 feet; thence South 09°38'52" West, 174.06 feet to the South line of the Northwest quarter of the Northwest quarter of said Section 2; thence Westerly along said line South 89°06'26" West, 485.16 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 3; thence Northerly along the Easterly line of said Northeast quarter North 00°36'11" West, 1366.86 feet to the point of beginning of the description,

Together with the South half of the Northeast quarter of the Northeast quarter of said Section 3.

AND

A tract of land located in the North half of the Northwest quarter of Section 2, Township 4 South and the South half of the Southwest quarter of Section 35, Township 3 South, all of Range 70 West of the 6th Principal Meridian, Jefferson County, Colorado, being described as follows:

Commencing at the Northwest corner of the Northwest quarter of said Section 2 and considering the Northerly line of said Northwest quarter to bear 89°43'19" East with all bearings contained herein, relative thereto; thence Easterly along said Northerly line North 89°43'19" East, 287.70 feet to the point of beginning of this description; thence along a non-tangent curve concave to the East having a delta of 29°48'24", a radius of 802.96 feet, an arc of 417.72 feet, and a long chord which bears North 11°12'03" East, 413.02 feet; thence departing said curve on a radial line North 63°53'45" West, 40.00 feet; thence along a non-tangent curve concave to the Southeast having a delta of 17°07'16", a radius of 842.96, a length of 251.89 feet, and a long chord which bears North 34°39'53" East, 250.96 feet; thence North 43°13'31" East, 193.77 feet to the Southwesterly right-of-way of South Golden Road; thence Southeasterly along said right-of-way line South 49°55'42" East, 80.12 feet to the Westerly right-of-way line of Johnson Road (60' right-of-way); thence Southerly along said Westerly right-of-way line South 43°13'31" West, 198.18 feet; thence along a curve to the left having a delta of 56°28'45", a radius of 762.96 feet, a length of 752.09 feet, and a long chord which bears South 14°59'08" West, 722.00 feet; thence South 13°15'14" East, 279.65 feet; thence South 14°02'29" East, 398.72 feet; thence South 20°19'29" East, 327.61 feet; thence along a curve to the right having a delta of 41°35'30", a radius of 256.50 feet, a length of 186.20 feet; and a long chord which bears South 00°28'16" West, 182.13 feet; thence South 21°36'01" West, 94.29 feet to the South line of the North half of the Northwest quarter of said Section 2; thence Westerly along said South line South 89°06'26" West, 85.82 feet; thence departing said South line North 09°38'52" East, 174.06 feet; thence along a curve to the left having a delta of 23°41'21", a radius of 450.00 feet, a length of 186.05 feet, and a long chord which bears North 02°11'49" West, 184.73 feet; thence North 14°02'29" West, 618.19 feet; thence North 13°15'14" West, 279.93 feet; thence along a curve to the right having a delta of 09°33'05", a radius of 802.96 feet, a length of 133.86 feet, and a long chord which bears North 08°28'42" West, 133.70 feet to the point of beginning of this description.

AND

A tract of land located in the Southeast quarter of Section 34 and the Southwest quarter of Section 35, all of Township 3 South, Range 70 West of the 6th Principal Meridian, Jefferson County, Colorado being described as follows:

Commencing at the Southeast corner of said Section 34 and considering the East line of said Southeast quarter to bear North $00^{\circ}20'42''$ West with all bearings contained herein relative thereto; thence Northerly along said Easterly line North $00^{\circ}20'42''$ West, 1289.32 feet to the Southwesterly line of South Golden Road as described in Book 2250, Page 351 as recorded with Jefferson County and the point of beginning of this description; thence Southeasterly along said Southwesterly line South $49^{\circ}55'42''$ East, 157.58 feet to the Easterly line of a 50 foot wide right-of-way described as Parcel 8 and 9 in Book 811, Page 194 as recorded with Jefferson County; thence Northwesterly along said Easterly right-of-way line North $57^{\circ}24'58''$ West, 1526.74 feet; thence along a curve to the left having a delta of $08^{\circ}23'25''$, a radius of 980.36 feet, an arc of 143.56 feet and a long chord which bears North $61^{\circ}36'40''$ West, 143.43 feet to the Southwesterly right-of-way line of Colorado Highway 20, also known as South Golden Road; thence Southeasterly along said Southwesterly right-of-way line along a non-tangent curve concave to the Southwest having a delta of $22^{\circ}38'43''$, a radius of 2626.87 feet, a length of 1038.23 feet and a long chord which bears South $62^{\circ}28'12''$ East, 1031.49 feet thence South $51^{\circ}08'51''$ East, 484.48 feet to the Easterly line of the Southeast quarter of said Section 34, thence Southerly along said line South $00^{\circ}20'42''$ East, 8.27 feet to the point of beginning of this description.

AND

A tract of land located in the Northeast quarter of Section 3, Township 4 South, Range 70 West of the Sixth Principal Meridian, Jefferson County, Colorado being described as follows:

Commencing at the Northeast corner of the said Section 3 and considering the North line of said Northeast quarter to bear South $89^{\circ}43'44''$ West with all bearings contained herein relative thereto; thence Westerly along said North line, South $89^{\circ}43'44''$ West, 1610.13 feet to the point of beginning of this description; thence departing said Northerly line South $22^{\circ}39'15''$ West, 165.00 feet; thence South $40^{\circ}18'04''$ West, 692.78 feet to the Southeast corner of that parcel described at Reception 87026602 with the Clerk and Recorder of Jefferson County; thence Northerly along the Easterly line of said parcel the following four (4) courses and distances; North $26^{\circ}07'18''$ West, 157.75 feet; thence along a curve to the right having a delta of $71^{\circ}05'00''$, a radius of 230.00 feet and an arc of 285.35 feet; thence along a curve to the left having a delta of $22^{\circ}05'00''$, a radius of 340.00 feet and an arc of 131.05 feet; thence North $22^{\circ}52'42''$ East, 179.36 feet to the Northerly line of said Northeast quarter; thence Easterly along said Northerly line North $89^{\circ}43'44''$ East, 394.93 feet to the point of beginning of this description.

AND BEING the same property conveyed to City of Golden, a Colorado municipal corporation from State of Colorado, acting by and through The Department of Human Services by Special Warranty Deed dated August 10, 2001 and recorded August 27, 2001 in Reception No. F1306205.

000000 942 \ DEN License Agreement
BUS_REF00000 942

