

**RESOLUTION NO. 1865**

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR  
EXCHANGE OF PROPERTIES WITH GOLDEN POINT LLC**

WHEREAS, City Council directed City staff on April 27, 2006 to pursue the design of a new roundabout style intersection connecting Ford and Jackson Streets south of 24<sup>th</sup> Street; and

WHEREAS, the design of such roundabout intersection necessitates the acquisition of property 2414 Ford Street; and

WHEREAS, on August 23, 2007, City Council adopted Resolution No. 1791 approving an agreement to exchange properties to accommodate the City intersection project and the future use of the property owned by Tom and Mary Haus at 2410 and 2414 Ford Street; and

WHEREAS, City Council and the current owner of 2410 and 2414 Ford Street desire to execute a substituted agreement with updated provisions for the exchange of properties; and

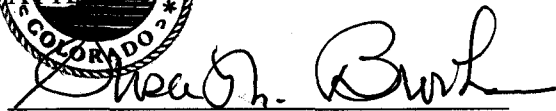
WHEREAS, the August 23, 2007 agreement terminated through the lack of implementation of the agreement within the required timeframe.

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

Section 1. That the Mayor is authorized to execute on behalf of the City of Golden, an Agreement for Exchange of Properties with Golden Point LLC, substantially complying with the agreement attached hereto as Exhibit 1.


Adopted this 8th of May, 2008.



  
Susan M. Brooks, MMC  
City Clerk

  
Jacob Smith  
Mayor

APPROVED AS TO FORM:

  
David S. Williamson  
City Attorney

Resolution No. 1865

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 8th day of May, A.D., 2008.



ATTEST:

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

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

## AGREEMENT FOR EXCHANGE OF PROPERTIES

THIS AGREEMENT, dated for reference purposes only this 8th day of May, 2008, is made and entered into by and between the **CITY OF GOLDEN** a municipal corporation, hereinafter referred to as the "City" and **GOLDEN POINT LLC** whose address is 815 Cheyenne Street, Golden, CO 80401, hereinafter, and collectively referred to as "Golden Point".

### RECITALS

- A. Golden Point is the owner of two adjacent properties generally known as 2410 and 2414 Ford Street and referred herein as "the Golden Point Property".
- B. The City is the owner of the Ford Street right of way adjacent to 2410 and 2414 Ford Street.
- C. Public Service Company of Colorado (PSCo), as successor in interest to the Colorado Central Power Company, claims ownership of certain property collectively described in Exhibit A hereto, which property is, in part, adjacent to the westerly side of the Golden Point property.
- D. On August 23, 2007, the City Council of the City adopted Resolution 1791 approving an agreement with the then current owners of the Golden Point Property regarding the potential exchange of properties, which exchange has been delayed as a result of the timing of the contract described below in Recital E.
- E. The City is in the process of entering into a contract with Public Service Company of Colorado whereby, the City will acquire PSCo's interest in the property described in Exhibit A, subject to retention of a utility easement by PSCo over all of Exhibit A.
- F. The City has planned a roadway improvement and construction project, which project necessitates the acquisition of a portion of the Golden Point Property as public right of way. The portion of the Golden Point Property necessary for the roadway construction project is described in Exhibit B hereto.
- G. Golden Point and the City wish to enter into and implement an agreement whereby the parties exchange property of roughly the same size in order to benefit both parties.
- H. Golden Point and the City further wish to include provisions in the agreement for the potential possession of the property described in Exhibit B prior to the full conclusion of the transaction contemplated herein, if such possession is necessary to timely construct the planned roadway improvements.

### AGREEMENT TO EXCHANGE PROPERTIES

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, it is agreed by and between the parties as follows:

1. EXCHANGE OF PROPERTIES. Subject to the terms and provisions of this Agreement, City and Golden Point agree to the following described exchange of properties.

a. On August 23, 2007, the City conditionally approved a vacation action for the portion of Ford Street right of way described in Exhibits C-1 and C-2 hereto, by Ordinance 1777, which right of way will no longer be needed by the City if the property exchange contemplated in 1c of this agreement are consummated and the planned roadway construction project is constructed. That conditional approval of the vacation was contingent upon the conveyance provided for in this agreement, and funding for the roadway improvement project.

Golden Point LLC and the City will jointly apply for a further vacation of surplus Ford Street right of way at 2400 Ford Street, which property is also owned by Golden Point LLC. The City agrees to process and consider the vacation request according to the provisions of Chapter 18.50 of the Golden Municipal Code.

b. Upon acquisition of the property described in Exhibit A from the Public Service Company of Colorado, the City agrees to convey that portion of Exhibit A adjacent to the Golden Point property (as specifically described in Exhibits D-1 and D-2 hereto) to Golden Point, subject to the easements retained by PSCo at the time of the closing (defined below). Conveyance of the Exhibit D-1 and D-2 property by the City shall be by Special Warranty Deed free and clear of liens, except for the lien for general property taxes for the year of closing.

c. Golden Point agrees to convey to the City that certain real property which is described in Exhibit B hereto, together with any improvements thereon, all right, title and interest of Golden Point in and to any alleys, strips or gores or vacated streets or alleys adjoining that property, and all easements, rights of way, and appurtenances thereto. The property described in Exhibit B hereto shall be conveyed together with all water and water rights, ditches and ditch rights, stock in ditch companies, reservoirs and reservoir rights, wells and well rights, including tributary, nontributary and not nontributary, whether adjudicated or not, on, under or appurtenant to or used on the Land, (the "Water Rights" *if any*). Golden Point shall convey the Exhibit B Property by special warranty deed on or before June 1, 2008, free and clear of liens except for the lien for general property taxes for the year of closing. Golden Point agrees to remove all personal property from the Exhibit B property prior to June 1, 2008.

d. The City shall be entitled to full possession of the Exhibit B property to the City on June 1, 2008, and may proceed with the roadway construction project on the property at that time.

2. COMPENSATION. Except as provided in this paragraph, the exchange of properties shall be considered a "like for like" exchange with no compensation to any party. Notwithstanding the foregoing, City will upon completion of the roadway construction project construct a wooden 42" high fence for a distance of up to 180 feet along the portion of the reconfigured Golden Point Property directly adjacent to the proposed roundabout roadway intersection, and will upon execution of this Agreement, pay the amount of \$2,000. In the event the City is unable to Close, or if City Council does not vote to approve the Ordinance conveying property as contemplated in section 9b of this agreement, and deliver the deed to Golden Point for the property in Exhibits D-1 and D-2 on or before December 1, 2008, the City will pay additional compensation at the closing provided for in paragraph 4 of \$60,939, based upon the per square foot cost paid by Golden Point LLC for 2410 and 2414 Ford Street in a purchase dated November 5, 2007.

3. NON-APPROPRIATION. Golden Point acknowledges and is hereby given notice that the financial obligations of the City under this Agreement for the current fiscal year have been appropriated, but that those payable after the current fiscal year are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available to the City. In the event funds for this Agreement are not budgeted and appropriated by the City, in any year subsequent to the fiscal year of execution of this Agreement, the City may terminate this Agreement by giving the Seller notice of such non-appropriation. For purposes of this Agreement, the fiscal year of the City commences January 1 and ends December 31.

4. CLOSING. Except as provided otherwise in this agreement, closing and delivery of the deed(s) for the property described in Exhibits D-1 and D-2, or compensation in lieu as provided in paragraph 2, shall take place on December 1, 2008. The date of Closing may be accelerated or extended to such time as the parties might mutually agree in writing, (the "Closing"). Except as provided otherwise in this agreement, the hour and location of the closing shall be as mutually agreed. Possession of the various parcels shall be delivered to the respective parties at the time of such Closing. The City shall pay all closing costs.

5. TITLE INSURANCE. The parties may, at their own cost and for their own benefit, obtain a commitment for title insurance for the property they will be conveyed pursuant to this agreement. If either party is not satisfied with the condition of title, they may terminate this agreement by providing written notice to the other party no later than May 31, 2008.

6. CONDITION OF TITLE AT CLOSING. The parties warrant that they will not, from the day of this agreement until closing, knowingly take any action, or allow any action, that would encumber title to the property to be conveyed pursuant to this agreement. In the event that any matters are discovered prior to Closing that would adversely impact the merchantability of title, this agreement may be terminated by the party to receive title to the impacted parcel by written notice to the other party.

7. APPORTIONMENT OF FEES/TAXES. Prepaid rents, water rents/fees, sewer rents/fees and any and all similar charges associated with the Property, if any, shall be apportioned to the date of Closing. General taxes for the calendar year of closing shall be adjusted and prorated to but not including the date of Closing, based upon the most recent levy and assessment

8. LIEN INDEMNIFICATION. The Parties agree to cooperate and comply with all requirements of the Title Company for deletion of Standard Printed Exceptions with respect to the Property conveyed pursuant to this agreement, provided, however that such cooperation and compliance shall not impose an obligation to expend funds.

9. CONDITIONS PRECEDENT TO CONVEYANCE OF PARCELS D-1 AND D-2.  
The City's obligation to deliver deeds for Parcels D-1 and D-2 is dependent upon the completion of the following pre-requisite steps:

(a) Receipt of a sufficient deed to the City of Golden from Public Service Company of Colorado for the Exhibit A property, reserving unto Public Service Company a non-exclusive utility easement over said property.

(b) Approval by the City Council of the City of Golden of an ordinance authorizing the conveyance of the property described in Exhibit D-1 and D-2 to Golden Point, LLC. The parties acknowledge that this Agreement does not bind or commit the City Council of the City to approve any such ordinance, and that action on such ordinance is an exercise of the City's police power, which is not waived by this agreement.

10. SPECIFIC PERFORMANCE.. Either party may enforce this agreement by means of an action for specific performance.

11. AMENDMENTS TO AGREEMENT. This written Agreement constitutes the entire Agreement of the parties. No representations, promises, terms, conditions or obligations regarding the subject matter of this Agreement, other than those expressly set forth herein, shall be of any force and effect. No modification, change or alteration of this Agreement shall be of any force or effect, unless in writing, signed by both parties.

12. SURVIVAL OF TERMS. Except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon the Closing and transfer of the deed or deeds to be delivered hereunder, all of the terms, conditions, covenants and agreements herein set forth and contained, shall survive such Closing and shall continue thereafter to be binding upon and inure to the benefit of the parties hereto, their heirs, beneficiaries, personal representatives, assigns and successors in interest to title to the Property.

13. FURTHER ACTS. Golden Point and the City agree to perform or cause to be performed on or after the date of Closing such further acts as may be reasonably necessary to consummate the transaction contemplated hereby.

14. NO COMMISSION. Neither party shall be responsible for any and all real estate commissions incurred by reason of this real estate transaction.

15. NOTICES. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, and regardless whether actually received or not, three days after deposit in the United States Mail, first class, postage prepaid, registered or certified addressed as follows:

Golden Point LLC:  
Attn: Henry C. Tiberi, Manager  
815 Cheyenne Street  
Golden, CO 80401

City:

City Manager  
City of Golden

911 10<sup>th</sup> Street  
Golden, CO 80401

Either party may change its address by notice as aforesaid.

16. SUCCESSORS IN INTEREST. This Agreement, including without limitation all representations, warranties and indemnifications shall be binding upon and inure to the benefit of the parties hereto, their heirs, beneficiaries, personal representatives, successors and assignees.

17. NO BENEFITS. No member of the City government or the City Council shall be admitted to any share or part of this Agreement or any benefit that may arise therefrom.

18. COUNTERPARTS. This Agreement may be executed in counterparts, and upon full execution thereof, such copies taken together shall be deemed to be a full and complete Agreement between the parties.

19. VENUE AND GOVERNING LAW. Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Jefferson, State of Colorado, and this transaction shall be governed by the laws of the State of Colorado.

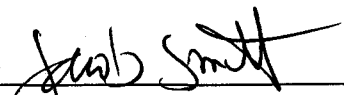
20. INVALID PROVISIONS. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale.

ATTEST:

CITY OF GOLDEN

  
\_\_\_\_\_  
City Clerk

By   
\_\_\_\_\_  
Jacob Smith, Mayor

Date May 16, 2008

GOLDEN POINT LLC

By: *Henry C. Tiberi*

Date: *5/12/08*

STATE OF COLORADO )  
  ) ss.  
COUNTY OF JEFFERSON )

The foregoing AGREEMENT FOR EXCHANGE OF PROPERTIES was acknowledged before me this *12<sup>th</sup>* day of *May* 2008, by: *Henry Tiberi, Managing Member Golden Point, LLC*

WITNESS my hand and official seal.

My Commission expires *May 23 2009*

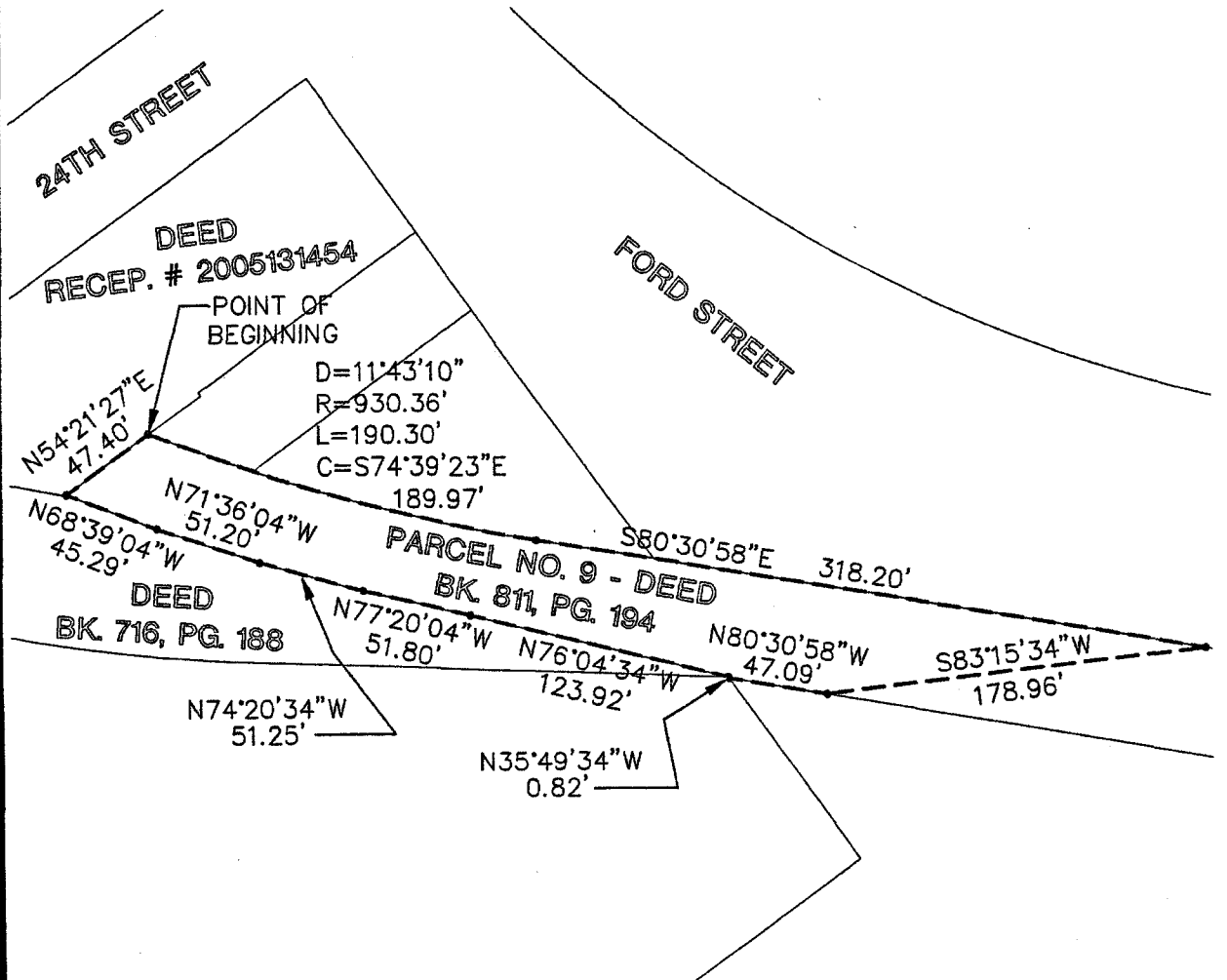
*Stacy K. Hussey*  
Notary Public



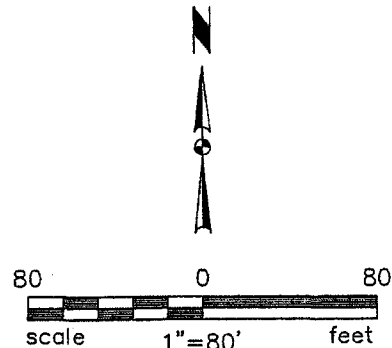


# EXHIBIT A LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



**TST INC. OF DENVER**  
Consulting Engineers



SHEET 1 OF 2

**EXHIBIT A**  
**LEGAL DESCRIPTION**

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION - LEGAL DESCRIPTION A

A PORTION OF PARCEL NO. 9, DESCRIBED IN THAT DEED RECORDED IN BOOK 811 AT PAGE 194, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID PARCEL NO. 9, AND THE SOUTH LINE OF PARCEL B, DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2005131454, AND CONSIDERING SAID SOUTH LINE TO BEAR SOUTH 54°21'27" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EAST LINE OF PARCEL NO. 9 THE FOLLOWING TWO COURSES: (1) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 11°43'10", A RADIUS OF 930.36 FEET, AN ARC OF 190.30 FEET, AND A CHORD WHICH BEARS SOUTH 74°39'23" EAST, 189.97 FEET; (2) THENCE SOUTH 80°30'58" EAST, 318.20 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 85°15'34" WEST, 178.96 FEET TO THE EAST LINE OF SAID PARCEL NO. 9; THENCE ALONG SAID WEST LINE OF PARCEL NO. 9, NORTH 80°30'58" WEST, 47.09 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED IN THAT DEED RECORDED IN BOOK 716 AT PAGE 188; THENCE ALONG SAID EAST LINE THE FOLLOWING SIX COURSES: (1) NORTH 35°49'34" EAST, 0.82 FEET; (2) THENCE NORTH 76°04'34" WEST, 123.92 FEET; (3) THENCE NORTH 77°20'04" WEST, 51.80 FEET; (4) THENCE NORTH 74°20'34" WEST, 51.25 FEET; (5) THENCE NORTH 71°36'04" WEST, 51.20 FEET; (6) THENCE NORTH 68°39'04" WEST, 45.29 FEET TO SAID SOUTH LINE OF PARCEL B; THENCE ALONG SAID SOUTH LINE, NORTH 54°21'27" EAST, 47.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 19,450 SQUARE FEET (0.45 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.

DATE

PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NO. 22564



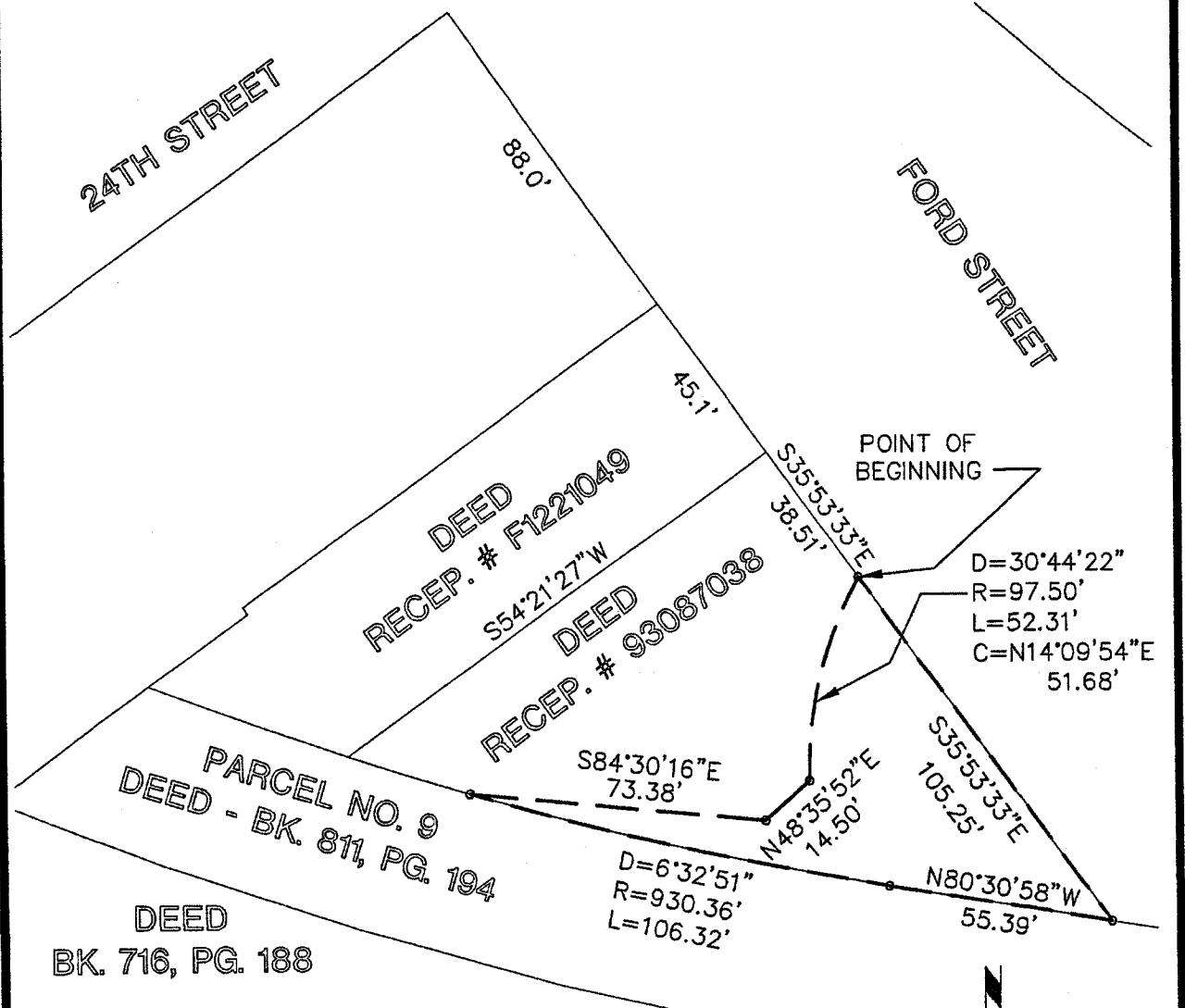
**TST INC. OF DENVER**  
Consulting Engineers

SHEET 2 OF 2

# EXHIBIT **B**

## LEGAL DESCRIPTION

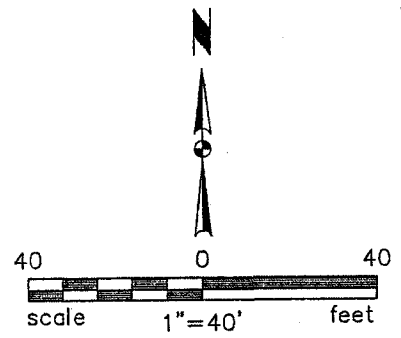
SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



DEED  
BK. 716, PG. 188



TST INC. OF DENVER  
Consulting Engineers



SHEET 1 OF 2

# EXHIBIT **B**

## LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

### LEGAL DESCRIPTION - LEGAL DESCRIPTION

A PORTION OF THOSE LANDS DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. 93087038, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LANDS DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. 93087038, LOCATED ON THE WEST RIGHT-OF-WAY LINE OF FORD STREET, 133.1 FEET SOUTHERLY OF THE SOUTHERLY LINE OF TWENTY FOURTH STREET, AND CONSIDERING THE EAST LINE OF THOSE LANDS DESCRIBED IN SAID DEED TO BEAR SOUTH 35°53'33"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EAST LINE, SOUTH 35°53'33"EAST, 38.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 35°53'33"EAST, 105.25 FEET TO THE NORTHEASTERLY LINE OF PARCEL NO. 9, DESCRIBED IN THAT DEED RECORDED IN BOOK 811 AT PAGE 194; THENCE ALONG SAID NORTHEASTERLY LINE OF PARCEL NO. 9 THE FOLLOWING TWO COURSES: (1) NORTH 80°30'58"WEST, 55.39 FEET; (2) THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 6°32'51", A RADIUS OF 930.36 FEET, AND AN ARC OF 106.32 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE, SOUTH 84°30'16"EAST, 73.38 FEET; THENCE NORTH 48°35'52"EAST, 14.50 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 30°44'22", A RADIUS OF 97.50 FEET, AN ARC OF 52.31 FEET AND A CHORD WHICH BEARS NORTH 14°09'54"EAST, 51.68 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 3663 SQUARE FEET (0.08 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.

DATE \_\_\_\_\_

PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NO. 22564

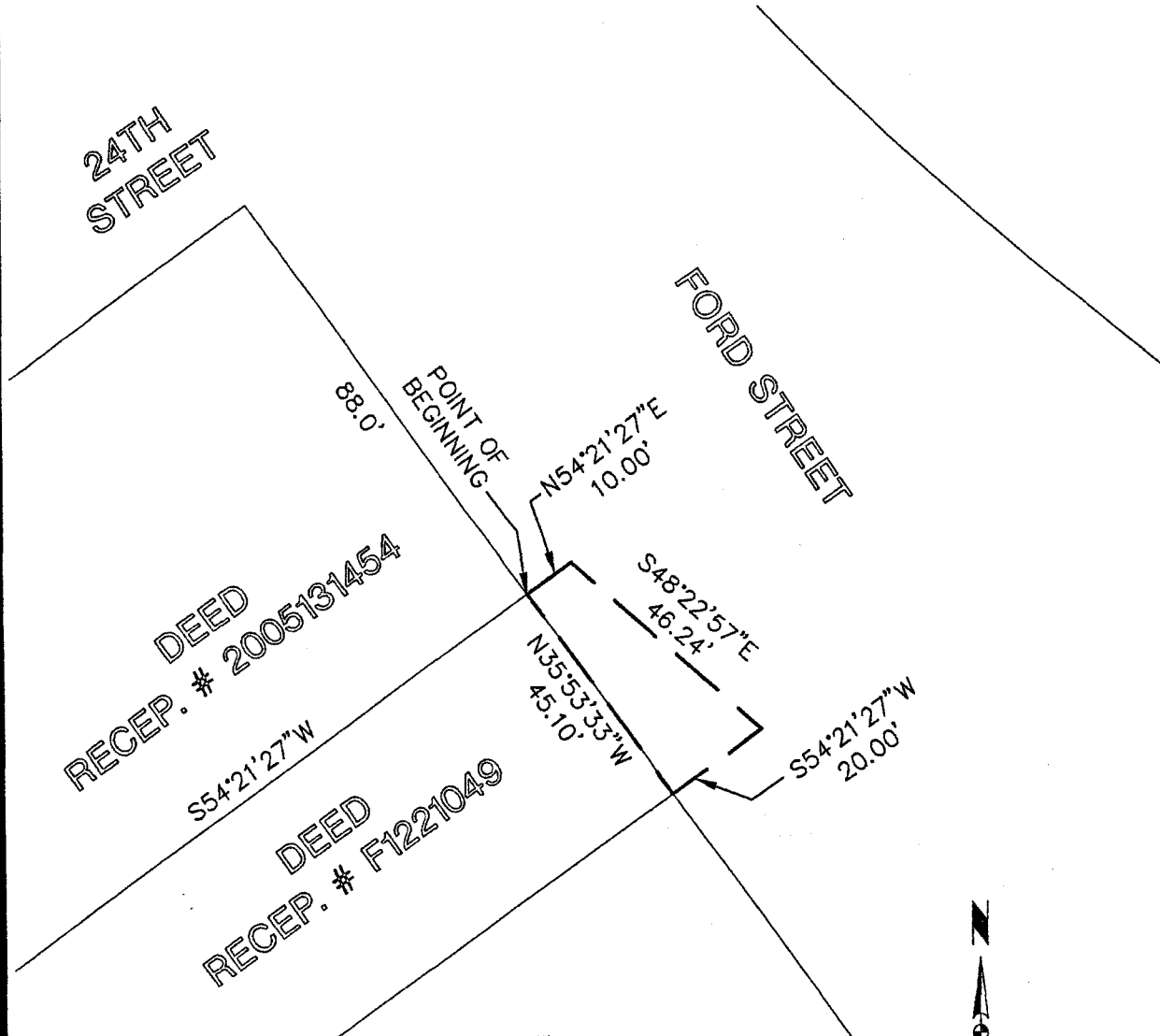


TST INC. OF DENVER  
Consulting Engineers

SHEET 2 OF 2

EXHIBIT **C-1**  
LEGAL DESCRIPTION F

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER  
Consulting Engineers

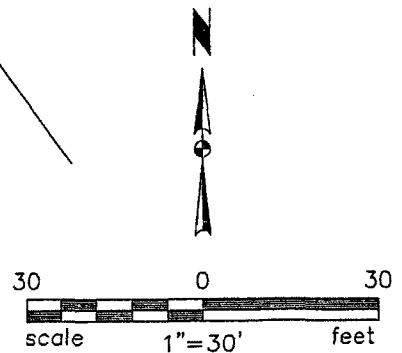


EXHIBIT **C-1**

**LEGAL DESCRIPTION F**

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION - LEGAL DESCRIPTION

A PORTION OF THE FORD STREET RIGHT-OF-WAY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THOSE LANDS DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. F1221049, LOCATED ON THE WEST RIGHT-OF-WAY LINE OF FORD STREET, 88.0 FEET SOUTHERLY OF THE SOUTHERLY LINE OF TWENTY FOURTH STREET, AND CONSIDERING THE NORTH LINE OF THOSE LANDS DESCRIBED IN SAID DEED TO BEAR SOUTH 54°21'27"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, NORTH 54°21'27"EAST, 10.00 FEET; THENCE SOUTH 48°22'57"EAST, 46.24 FEET; THENCE SOUTH 54°21'27"WEST, 20.00 FEET TO THE MOST EASTERLY CORNER OF THOSE LANDS DESCRIBED IN SAID DEED; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, NORTH 35°53'33"WEST, 45.10 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 676 SQUARE FEET, 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.

DATE

PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NO. 22564

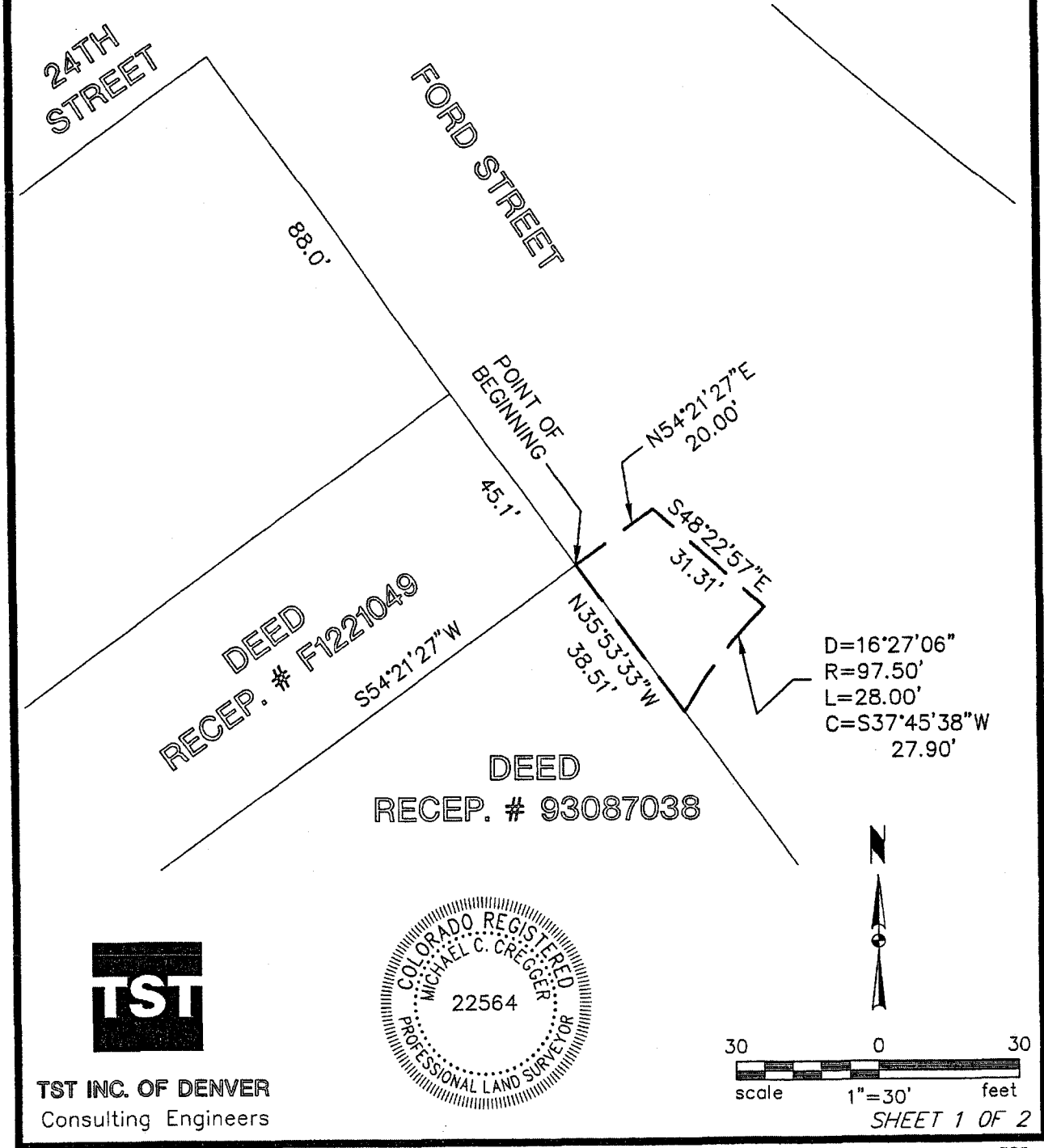


**TST INC. OF DENVER**  
Consulting Engineers

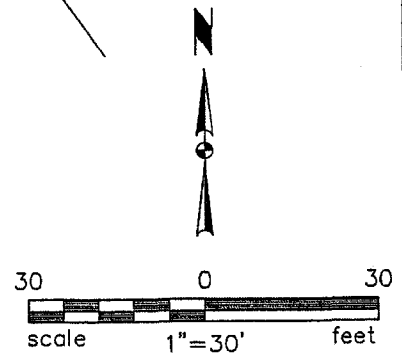
SHEET 2 OF 2

EXHIBIT **C-2**  
**LEGAL DESCRIPTION**

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER  
Consulting Engineers



SHEET 1 OF 2

EXHIBIT **C-2**

**LEGAL DESCRIPTION**

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION – LEGAL DESCRIPTION

A PORTION OF THE FORD STREET RIGHT-OF-WAY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THOSE LANDS DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. 93087038, LOCATED ON THE WEST RIGHT-OF-WAY LINE OF FORD STREET, 133.1 FEET SOUTHERLY OF THE SOUTHERLY LINE OF TWENTY FOURTH STREET, AND CONSIDERING THE NORTH LINE OF THOSE LANDS DESCRIBED IN SAID DEED TO BEAR SOUTH 54°21'27"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, NORTH 54°21'27"EAST, 20.00 FEET; THENCE SOUTH 48°22'57"EAST, 31.31 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 16°27'06", A RADIUS OF 97.50 FEET, AN ARC OF 28.00 FEET, AND A CHORD WHICH BEARS SOUTH 37°45'38"WEST, 27.90 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 35°53'33"WEST, 38.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 802 SQUARE FEET, 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.

DATE \_\_\_\_\_

PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NO. 22564

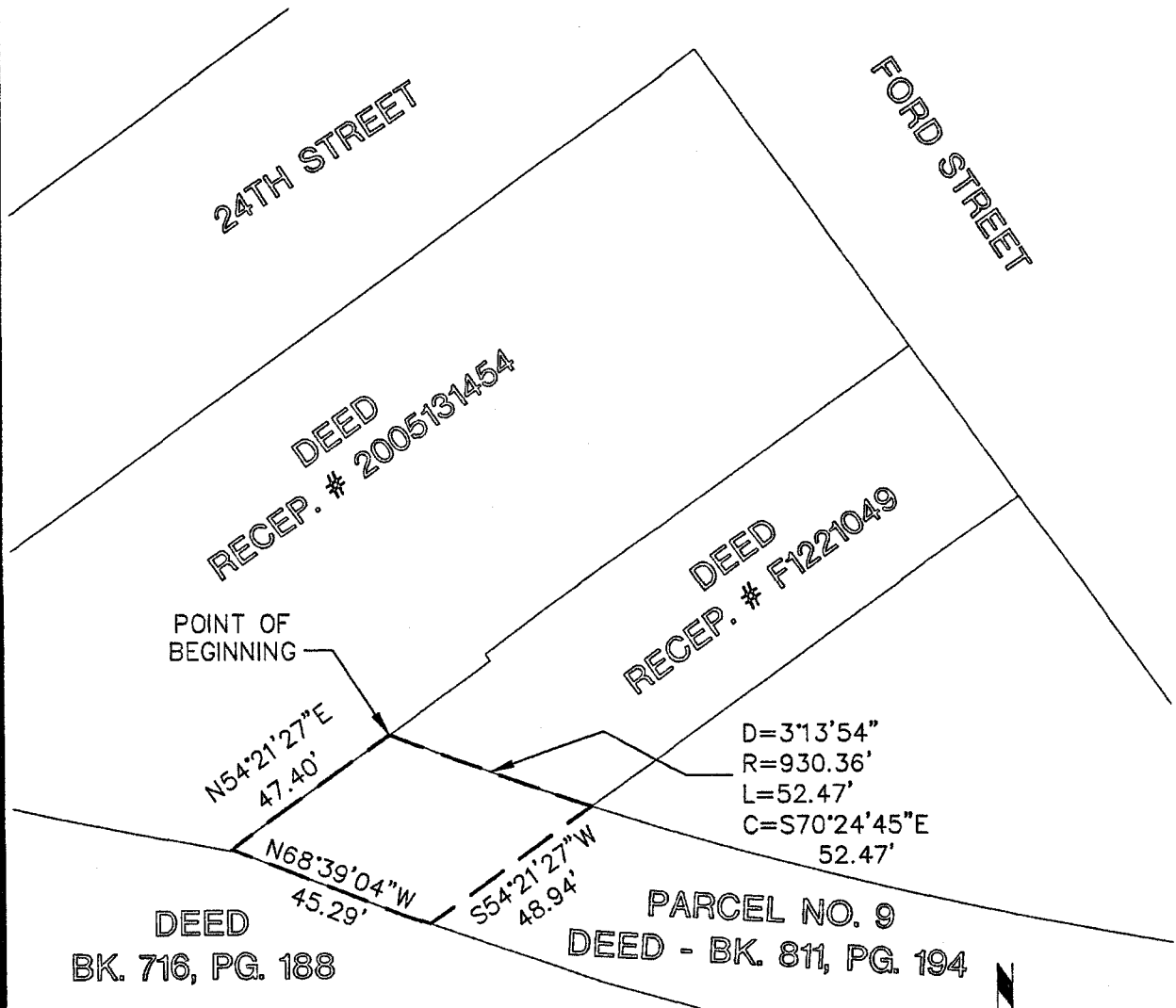


**TST INC. OF DENVER**  
Consulting Engineers

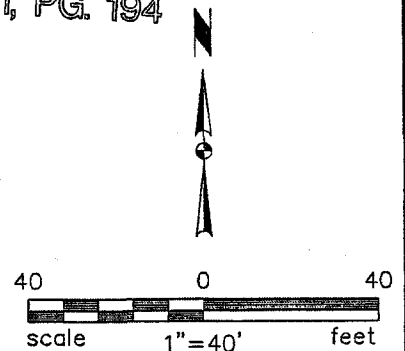


# EXHIBIT D-1 LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER  
Consulting Engineers



SHEET 1 OF 2

EXHIBIT **D-1**

**LEGAL DESCRIPTION**

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION - LEGAL DESCRIPTION

A PORTION OF PARCEL NO. 9, DESCRIBED IN THAT DEED RECORDED IN BOOK 811 AT PAGE 194, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID PARCEL NO. 9, AND THE SOUTH LINE OF PARCEL B, DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2005131454, AND CONSIDERING SAID SOUTH LINE TO BEAR SOUTH 54°21'27"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EAST LINE OF PARCEL NO. 9 ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 3°13'54", A RADIUS OF 930.36 FEET, AN ARC OF 52.47 FEET, AND A CHORD WHICH BEARS SOUTH 70°24'45"EAST, 52.47 FEET TO THE MOST SOUTHERLY CORNER OF THOSE LANDS DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. F1221049; THENCE DEPARTING SAID EAST LINE OF PARCEL NO. 9, SOUTH 54°21'27"WEST, 48.94 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED IN THAT DEED RECORDED IN BOOK 716 AT PAGE 188; THENCE ALONG SAID EAST LINE, NORTH 68°39'04"WEST, 45.29 FEET TO SAID SOUTH LINE OF PARCEL B; THENCE ALONG SAID SOUTH LINE, NORTH 54°21'27"EAST, 47.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 2701 SQUARE FEET (0.06 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.

DATE

PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NO. 22564

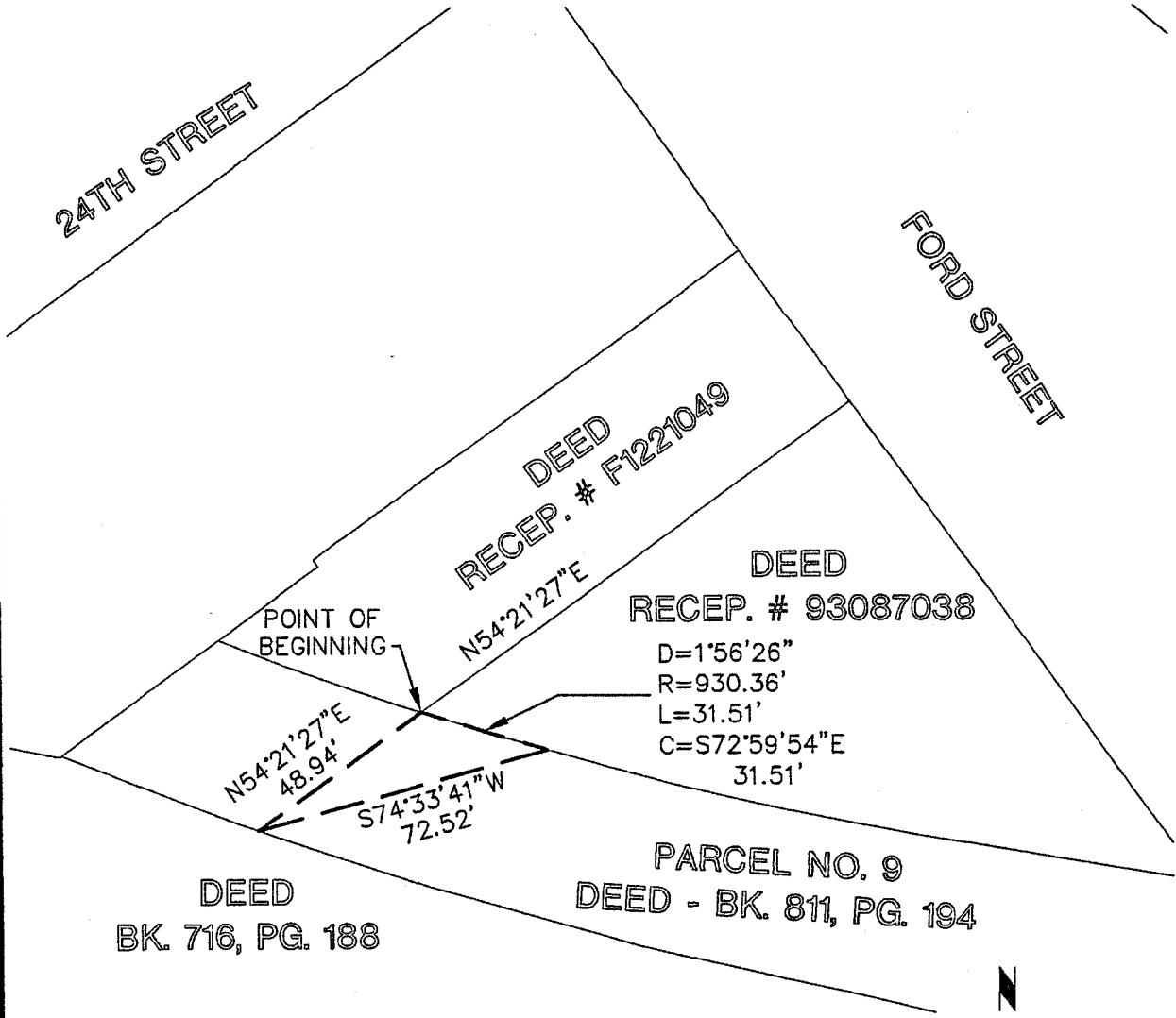


**TST INC. OF DENVER**  
Consulting Engineers

SHEET 2 OF 2

EXHIBIT **D-2**  
**LEGAL DESCRIPTION**

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER  
Consulting Engineers

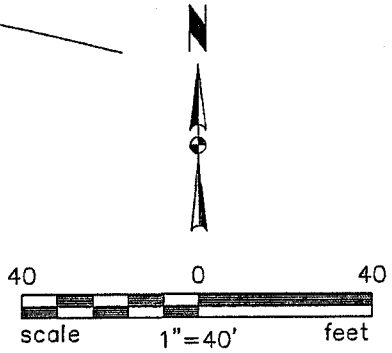


EXHIBIT **D-2**

**LEGAL DESCRIPTION**

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION – LEGAL DESCRIPTION

A PORTION OF PARCEL NO. 9, DESCRIBED IN THAT DEED RECORDED IN BOOK 811 AT PAGE 194, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 93087038, AND CONSIDERING THE NORTH LINE OF SAID LANDS TO BEAR NORTH 54°21'27"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL NO. 9, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 1°56'26", A RADIUS OF 930.36 FEET, AN ARC OF 31.51 FEET, AND A CHORD WHICH BEARS SOUTH 72°59'54"EAST, 31.51 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 74°33'41"WEST, 72.52 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED IN THE DEED RECORDED IN BOOK 716 AT PAGE 188; THENCE NORTH 54°21'27"EAST, 48.94 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 610 SQUARE FEET, 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.

DATE

PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NO. 22564



**TST INC. OF DENVER**  
Consulting Engineers

SHEET 2 OF 2

**SPECIAL WARRANTY DEED**

**THIS DEED**, made this 1<sup>st</sup> day of June, 2008, between **GOLDEN POINT, LLC., a Colorado Limited Liability Company**, Grantor, and **THE CITY OF GOLDEN, COLORADO** whose legal address is 911 10<sup>th</sup> Street, Golden, Colorado 80401, Grantee.

**WITNESSETH**, that the Grantor, for and in consideration of the sum of \$2000.00 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Jefferson, State of Colorado, described as follows:

**As described in Exhibit B attached hereto**

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto the Grantee its heirs and assigns forever. The Grantor, for itself, its heirs and personal representatives or successors, does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

**IN WITNESS WHEREOF**, the Grantor has executed this deed effective on the date set forth above.

**GOLDEN POINT, LLC.**

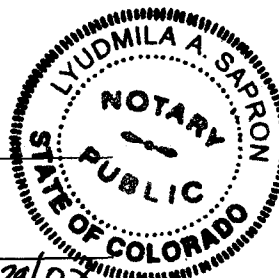
Henry C. Tiberi  
By: Henry Charles Tiberi, Manager

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF             )

Acknowledged before me this 21<sup>st</sup> day of May, 2008 by Henry Charles Tiberi, Manager of Golden Point, LLC.

Witness my hand and official seal.  
My commission expires:  
My Commission Expires 01/29/2011

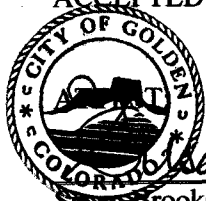
LYUDMILA ASAPRO  
Notary Public



ACCEPTED by the City of Golden:

Jacob Smith  
Jacob Smith, Mayor

Date: 5/29/08



Susan Brooks  
Susan Brooks, MMC, City Clerk

**SPECIAL WARRANTY DEED**

**THIS DEED**, made this 1st day of June, 2008, between **GOLDEN POINT, LLC., a Colorado Limited Liability Company**, Grantor, and **THE CITY OF GOLDEN, COLORADO** whose legal address is 911 10<sup>th</sup> Street, Golden, Colorado 80401, Grantee.

**WITNESSETH**, that the Grantor, for and in consideration of the sum of \$2000.00 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Jefferson, State of Colorado, described as follows:

**As described in Exhibit B attached hereto**

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto the Grantee its heirs and assigns forever. The Grantor, for itself, its heirs and personal representatives or successors, does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

**IN WITNESS WHEREOF**, the Grantor has executed this deed effective on the date set forth above.

**GOLDEN POINT, LLC.**

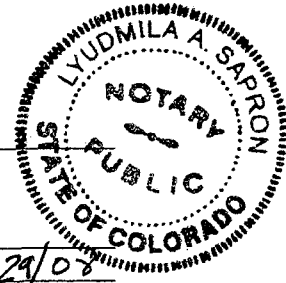
*Henry C. Tiberi*  
By: Henry Charles Tiberi, Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

Acknowledged before me this 21<sup>st</sup> day of May, 2008 by Henry Charles Tiberi, Manager of Golden Point, LLC.

Witness my hand and official seal.  
My commission expires:  
My Commission Expires 01/29/2011

*LYUDMILA A. SAPRO*  
Notary Public



*Jacob Smith*  
Jacob Smith, Mayor

Date: 5/29/08

ACCEPTED by the City of Golden:

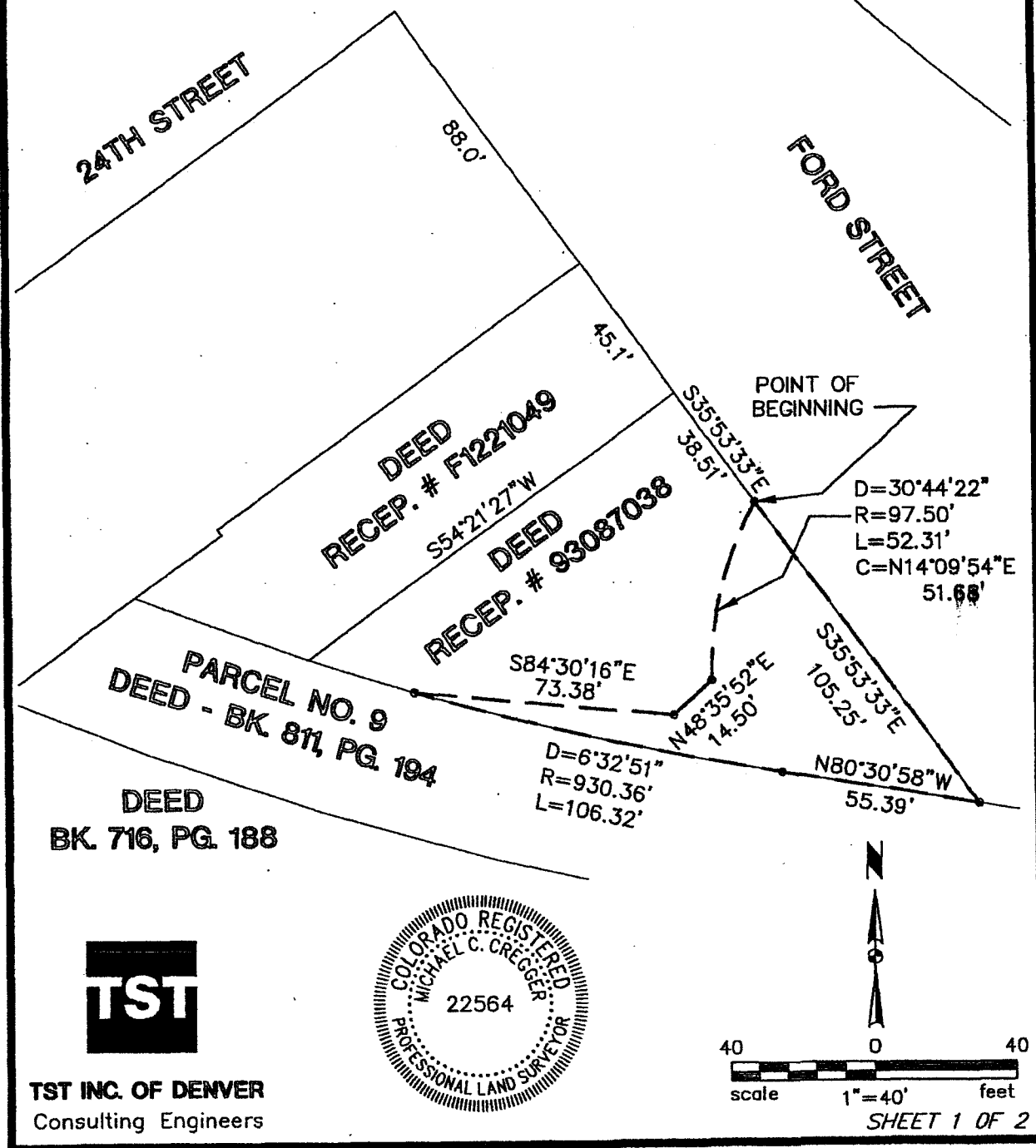


*Susan Brooks*  
Susan Brooks, MMC, City Clerk

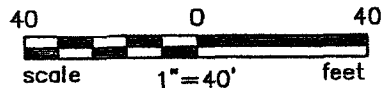
# EXHIBIT B

## LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER  
Consulting Engineers



SHEET 1 OF 2

**EXHIBIT B**  
**LEGAL DESCRIPTION**

**SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,  
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,**

LEGAL DESCRIPTION - LEGAL DESCRIPTION

A PORTION OF THOSE LANDS DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. 93087038, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LANDS DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. 93087038, LOCATED ON THE WEST RIGHT-OF-WAY LINE OF FORD STREET, 133.1 FEET SOUTHERLY OF THE SOUTHERLY LINE OF TWENTY FOURTH STREET, AND CONSIDERING THE EAST LINE OF THOSE LANDS DESCRIBED IN SAID DEED TO BEAR SOUTH 35°53'33"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EAST LINE, SOUTH 35°53'33"EAST, 38.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 35°53'33"EAST, 105.25 FEET TO THE NORTHEASTERLY LINE OF PARCEL NO. 9, DESCRIBED IN THAT DEED RECORDED IN BOOK 811 AT PAGE 194; THENCE ALONG SAID NORTHEASTERLY LINE OF PARCEL NO. 9 THE FOLLOWING TWO COURSES: (1) NORTH 80°30'58"WEST, 55.39 FEET; (2) THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 6°32'51", A RADIUS OF 930.36 FEET, AND AN ARC OF 106.32 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE, SOUTH 84°30'16"EAST, 73.38 FEET; THENCE NORTH 48°35'52"EAST, 14.50 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 30°44'22", A RADIUS OF 97.50 FEET, AN ARC OF 52.31 FEET AND A CHORD WHICH BEARS NORTH 14°09'54"EAST, 51.68 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 3663 SQUARE FEET (0.08 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.

DATE \_\_\_\_\_

PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NO. 22564



**TST INC. OF DENVER**  
Consulting Engineers

SHEET 2 OF 2