

RESOLUTION NO. 1991

**A RESOLUTION OF THE GOLDEN CITY COUNCIL ACCEPTING
AN AGREEMENT CONVEYING AN EASEMENT TO THE CITY
OF GOLDEN FROM THE STATE OF COLORADO FOR THE US 6
TRAIL AND BIKE PATH**

WHEREAS, the City of Golden and the Colorado School of Mines (CSM) have been jointly planning to extend the current multi-purpose trail and bike path adjacent to US 6 from its current terminus at 19th Street to the north side of Clear Creek; and

WHEREAS, a portion of the proposed project alignment falls on CSM property owned by the State of Colorado; and

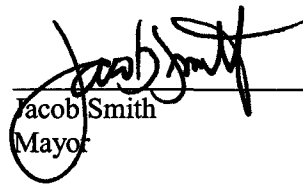
WHEREAS, the parties have discussed and jointly developed an Easement Agreement pertaining to the easement rights necessary to construct the subject trail segment; and

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:

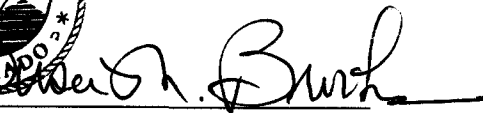
City Council accepts the easement agreement, substantially in the form attached hereto as Exhibit A. The Mayor is authorized to execute such an agreement.

Adopted this 10th day of September, 2009.




Jacob Smith
Mayor





Susan M. Brooks, MMC
City Clerk

Approved as to form:



David S. Williamson
City Attorney

Resolution No. 1991

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 regular business meeting thereof held on the 10th day of September, A.D., 2009.



ATTEST:

A handwritten signature in black ink, reading "Susan M. Brooks". The signature is written in a cursive style and is positioned above a horizontal line.

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

EASEMENT AGREEMENT

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado, Attorney General.
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS EASEMENT AGREEMENT is made and entered into this 14th day of September, 2009 by and between the STATE OF COLORADO, acting by and through the Department of Higher Education, for and on behalf of the Board of Trustees of the Colorado School of Mines whose address is 1500 Illinois Street, Golden, CO 80401 (hereinafter, the "Grantor"), and the City of Golden, a Colorado Municipal Corporation whose address is 911 Tenth Street, Golden, CO 80401 (hereinafter, the "Grantee").

WITNESSETH:

That, for and in consideration of the benefits and responsibilities detailed below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a nonexclusive easement upon the following property (hereinafter, the "Property") located in the County of Jefferson, State of Colorado, to wit:

The Easement Area shown on Sheets 1 - 6 of Exhibit A.

TO HAVE AND TO HOLD, subject to the covenants and agreements hereinafter expressed, for the purpose of using the Property for utility lines and appurtenances, pedestrian trail and bikepath, open space, passive recreation, and to install and maintain safety fencing for the term beginning on the date first written above and ending December 31, 2059.

GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. If at any time during the term of this Easement Agreement Grantee does not for a period of 366 consecutive days make use of this easement for the purpose aforesaid, Grantor may in his sole discretion immediately declare such easement abandoned and shall so notify Grantee by certified mail with return receipt requested. In the event of such abandonment the consideration shall be forfeited.
2. This grant of easement is subject to any and all previously granted easements, rights-of-way, licenses and conveyances, recorded or unrecorded. It is Grantee's sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee's use of the Property hereunder. Grantee agrees to not interfere with any use in the easement area by any other party under a previous grant. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the Property. To the extent that this grant of easement may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.
3. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.
4. If this easement is granted pursuant to §24-82-201 C.R.S., as amended, this Easement Agreement shall not be deemed valid unless and until approved by the officials and officers of the State of Colorado as required by §24-82-202 C.R.S., as amended, or such assistants as they may designate. Signature by the Grantor shall be deemed to be verification of approval of the commission or board, if any, of the institution, department or agency across the premises of which this easement is hereby granted.

5. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.
6. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.
7. Grantor and Grantee agree that this Easement Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the officials and officers of the State of Colorado as required by the Colorado Revised Statutes, as amended, or such assistants as they may designate.
8. Grantee shall be responsible for recording this Easement Agreement with the Clerk and Recorder's Office in the county or counties in which the Property is located. Grantee shall provide Grantor with a conformed copy of the recorded easement.
9. **The Property and/or areas in close proximity to the Property were or may have been used for disposal of miscellaneous materials, and mining and metallurgical research for approximately 70 years, including the disposal of materials from such uses at or near the Property. As a result, some soil at the Property and/or some ground water underneath the Property may contain elevated concentrations of radionuclides and/or metals and/or other contaminants. The CSMRI Site is a series of areas either on the Property and/or near the Property that contained and may still contain some contamination. Pursuant to the 2007 Revised Remedial Investigation and Feasibility Study for the CSMRI Site (the "2007 Revised RI/FS") and the 2007 Record of Decision for the CSMRI Site, the CSMRI Site was the subject of remedial action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq. ("CERCLA") and the Applicable or Relevant and Appropriate Requirements (the "ARARs") as identified in the 2007 Revised RI/FS. Prior to the remedial action, the United States Environmental Protection Agency ("EPA") performed a CERCLA removal action at the CSMRI Site.**
10. Any notice required or permitted by this Easement Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Grantor:
Chris Cocallas
Director, Capital Planning and
Construction
Colorado School of Mines
1318 Maple Street
Golden, CO 80401

Grantee:

Cc: City of Golden, City Manager
911 Tenth Street
Golden, CO 80401

Cc: Real Estate Programs
Attn: Real Estate Specialist
1313 Sherman Street, Suite 319
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

11. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character, including but not limited to coal, asphaltum, oil and gas in or under said easement.
12. If any part of this Easement Agreement is found, decreed or held to be void or unenforceable, the remainder of the provisions of this Easement Agreement shall not be affected thereby and shall remain in full force and effect.
13. This Easement Agreement shall be governed by the laws of the State of Colorado.
14. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, its departments, institutions, agencies, enterprises, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S. and §24-30-1501, et seq. C.R.S. Any provision of this Easement Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Grantor and the Grantee to the above cited laws.

GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee's agents, assigns and successors shall have access at all times, subject to Grantor's security policies and procedures, to the Property for the purposes set forth herein.
2. **Grantor may undertake, at Grantor's expense, investigative and/or remedial activities at the Property related to environmental health and safety issues. In such event, Grantor may disturb and remove Grantee's improvements, and/or terminate Grantee's uses and this easement without compensation to Grantee for any damage to the improvements or loss of use, and without any obligation by Grantor to rebuild the improvements or to renew the use and easement by Grantee. If it is necessary that Grantor terminate all or any portion of this easement, Grantor shall, to the extent practicable, provide Grantee additional easement(s) to ensure that Grantee may maintain its recreational trail system.**

GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this easement, the right to dispose of the Property and to use the Property for other purposes provided such use does not materially interfere with the easement granted herein. In the event Grantor shall, in the future, wish to grant additional easements or rights-of-way which encroach upon the easement granted herein, Grantee expressly agrees and covenants it will consent to share the Property, provided the proposed additional easements or rights-of-way do not materially interfere with the purposes for which this easement is granted.
2. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within ninety (90) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. In the event that Grantee does not remove the improvements within such 90-day period, ~~Grantor shall have the option to either 1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or 2) consider~~ such improvements shall be considered abandoned and ~~the improvements~~ shall become the property of Grantor. Except as otherwise provided herein, termination of this Easement Agreement shall be by operation of law. If this Easement Agreement is so terminated, consideration paid shall be forfeited.
3. Grantee may not use this grant of easement for any purpose other than that which is specifically described herein. If the Property is used by Grantee for any purpose other than stated herein, the easement is automatically terminated, and all of the right, title and interest of Grantee (and

4. Grantee agrees to comply with all rules, regulations and policies authoritatively promulgated pertaining to the use of the Property.
5. **Grantee has inspected the Property and nearby areas that may affect the uses contemplated herein, knows the condition, and understands that this easement is granted without any representation or warranties whatsoever and without any obligation on the part of the Grantor. Grantee will make its own determination with respect to merchantability, quantity, quality, physical condition or operation of the Property, environmental conditions, soil, zoning, suitability or fitness of the Property, or any improvements thereon, if any, for any specific or general use or purpose or any other matter affecting or relating to the Property, its development or use, including without limitation, the Property's compliance with any laws. Grantor makes no warranty or representation as to the accuracy, correctness or completeness of any report or document related to environmental, health and safety conditions of the Property or areas near the Property.**
6. **To the extent authorized by the laws and Constitution of the state of Colorado and the City of Golden Home Rule Charter, and without waiving any of the provisions and protections of the Colorado Governmental Immunity Act, Grantee agrees to indemnify, defend and hold harmless the Grantor against all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its successors, assigns, agents or contractors or arising out of Grantee's use of the Property. In the event that Grantee contracts for any work to be performed on the Property, Grantee shall require its contractors and subcontractors to indemnify, defend and hold harmless Grantor, its employees and agents from any and all claims, damages and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors' and/or subcontractors' actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this easement.**
7. Grantee agrees that all excavations or other temporary removal of soil as required for Grantee's use of the Property for the purposes set forth herein shall be properly replaced, and Grantee shall seed, restore and revegetate the surface to substantially its condition existing prior to the disturbance as reasonably possible. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee's use of the Property for the purposes set forth herein. Routes of ingress and egress for construction or for maintenance are to be limited to the minimum necessary locations, and all work areas created must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible by Grantee. Grantor shall determine, in its sole discretion, whether Grantee's restoration complies with this paragraph. In the event Grantee fails to perform the restorative or revegetative work required by this paragraph to the reasonable satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or revegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.
8. The easement granted herein is subject to the condition that the Grantee shall properly obtain and maintain all necessary permits or approvals required by Federal, State and local laws, regulations and ordinances. Grantee shall comply with all applicable laws and ordinances (and all rules, regulations and requirements of any governmental authority promulgated thereunder)

9. Grantee shall provide Grantor with as-built drawings showing the location of any improvements constructed on the Property (including location and depth of any improvements located underground) within thirty (30) days after completion of construction of such improvements.

ADDITIONAL PROVISIONS:

1. **Grantee shall cause to be constructed the recreational trail depicted within and upon the plans attached as Exhibit A, and will bear the full cost of said construction of the trail. Said construction has a planned completion date of no later than April 1, 2010.**
2. **Grantor and Grantee agree to negotiate in good faith a joint use agreement wherein the trail is open to the use of all of the general public and will be maintained by the Grantee at Grantee's expense.**
3. **Grantee agrees to build the 24 foot wide (measured front-of-curb to front-of-curb) road extension west from 11th Street (per Exhibit B, attached hereto) per Grantor's reasonable requirements. Such road extension shall not be combined with the 10 foot wide bike path. However, such 10 foot wide bike path may be narrowed to no less than 6 feet with prior written permission from the Grantee. Grantee shall not be required to pay more than \$120,000 to construct such road extension.**
4. **Grantee agrees to construct and maintain, to Grantor's reasonable specifications, appropriate safety fencing (per Exhibit C, attached hereto) bordering Grantor's athletic fields.**
5. **Any and all obligations of the Grantee under and pursuant to this Easement Agreement that require funding are subject to prior annual appropriations of monies expressly made by the Golden City Council for the purposes of this Easement Agreement. Nothing herein shall be construed as a multiple fiscal year obligation as described by Article X Section 20 of the Colorado Constitution by either party.**

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year first above written.

GRANTOR:

STATE OF COLORADO
Bill Ritter Jr., Governor
Acting by and through the
Department of Higher Education
for and on behalf of the Board of Trustees
of the Colorado School of Mines

By: [Signature]
For the Executive Director

GRANTEE:

By: [Signature]



[Signature]
City Clerk

APPROVED:

STATE OF COLORADO
Department Of Personnel & Administration
Real Estate Programs

By: [Signature]
For the Executive Director

APPROVED:

STATE OF COLORADO
John W. Suthers, Attorney General

By: [Signature]
Associate Counsel &
Special Assistant Attorney General

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 17th day of September, 2009 by
M. W. Scorsino
_____ on behalf of the State of Colorado, Grantor. Witness my hand and official seal.

My commission expires 3/16/2010

Tamara S. Strang
Notary Public

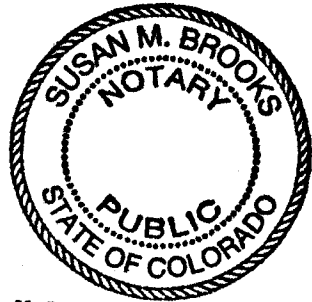


STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 14th day of September, 2009 by
Sheeb Smith, Mayor
_____ on behalf of the Grantee.
Witness my hand and official seal.

My commission expires 6 Oct 09

Susan D. Brud
Notary Public



My Commission Expires 10/06/09

1911
MAY 10 11 30 AM
NEW YORK

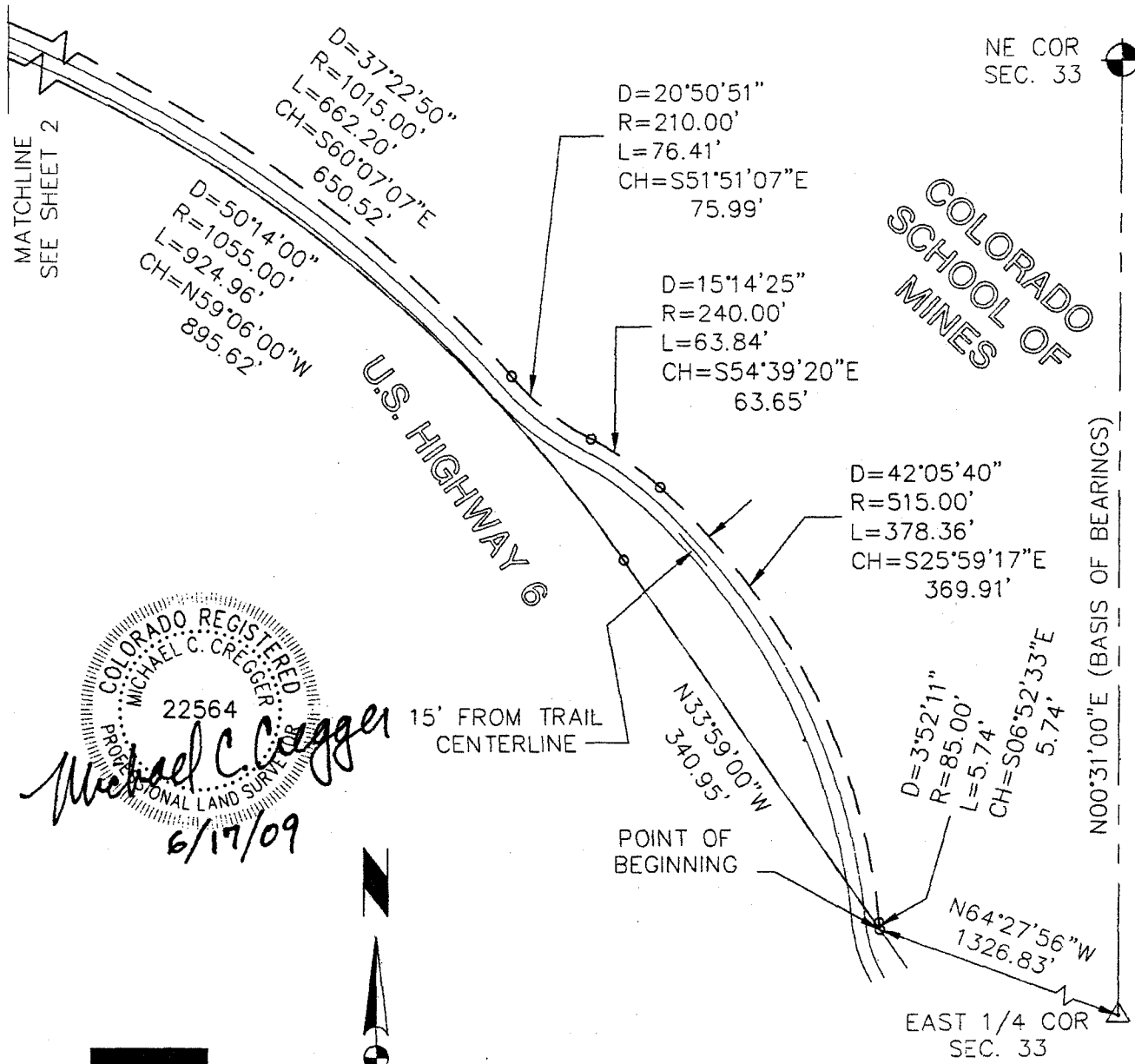


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EXHIBIT

TRAIL EASEMENT

NE 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO



MATCHLINE
SEE SHEET 2

NE COR
SEC. 33

COLORADO
SCHOOL OF
MINES

U.S. HIGHWAY 6

COLORADO REGISTERED
MICHAEL C. CREGGER
22564
PROFESSIONAL LAND SURVEYOR
Michael C. Cregger
6/17/09

15' FROM TRAIL
CENTERLINE

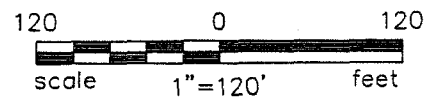
POINT OF
BEGINNING

N00°31'00"E (BASIS OF BEARINGS)

EAST 1/4 COR
SEC. 33



TST INC. OF DENVER
Consulting Engineers

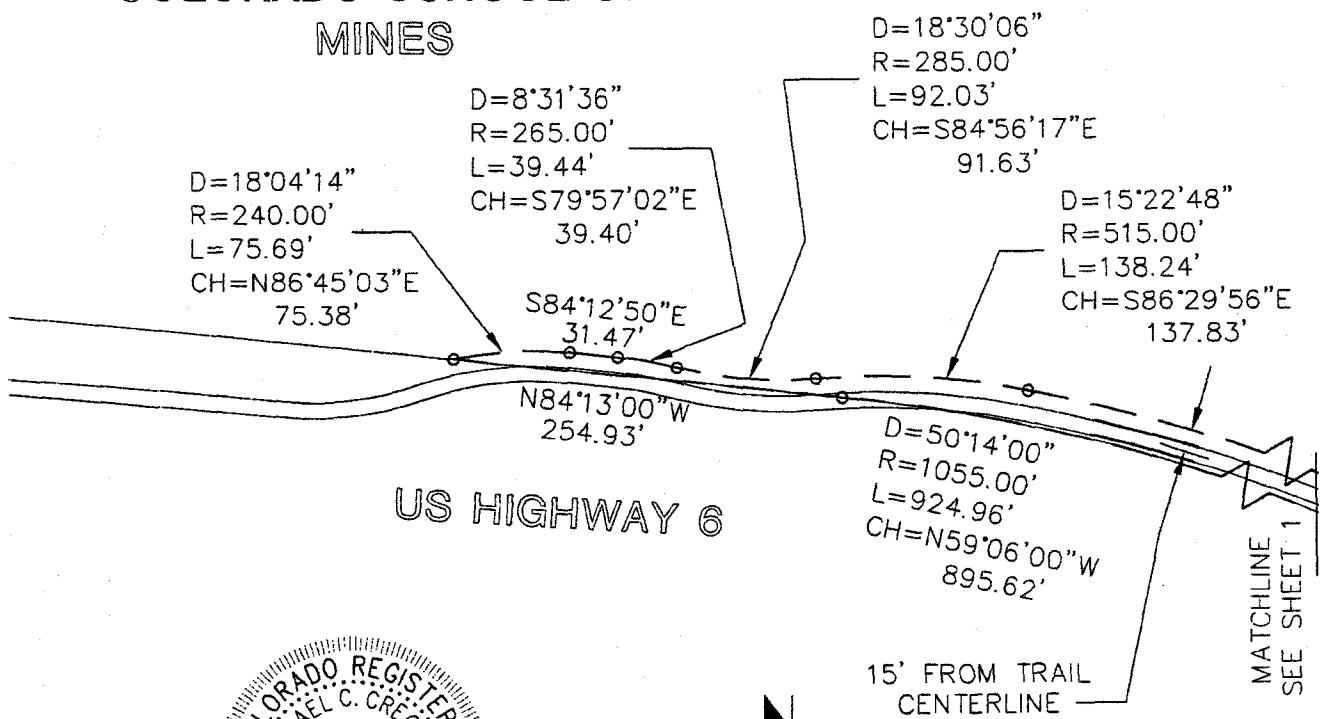


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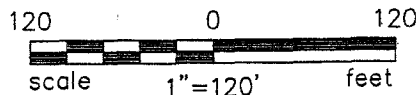
TRAIL EASEMENT

NE 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

COLORADO SCHOOL OF
MINES



Michael C. Cregger
6/17/09



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 4

EXHIBIT

TRAIL EASEMENT

NE 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6, AND LYING WEST OF A LINE THAT IS TO BE 15 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF A TRAIL THAT IS TO BE CONSTRUCTED BY THE CITY OF GOLDEN, BEING APPROXIMATELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR NORTH 00°31'00"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO: THENCE NORTH 64°27'56"WEST, 1326.83 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6 WITH SAID PARALLEL LINE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 33°59'00"WEST, 340.95 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 50°14'00", A RADIUS OF 1055.00 FEET, AN ARC OF 924.96 FEET, AND A CHORD WHICH BEARS NORTH 59°06'00"WEST, 895.62 FEET; THENCE NORTH 84°13'00"WEST, 254.93 FEET, MORE OR LESS, TO THE INTERSECTION WITH SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, THE FOLLOWING COURSES: ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 18°04'14", A RADIUS OF 240.00 FEET, AN ARC OF 75.69 FEET, AND A CHORD WHICH BEARS NORTH 86°45'03"EAST, 75.38 FEET; THENCE SOUTH 84°12'50"EAST, 31.47 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 08°31'36", A RADIUS OF 265.00 FEET, AN ARC OF 39.44 FEET, AND A CHORD WHICH BEARS SOUTH 79°57'02"EAST, 39.40 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 18°30'06", A RADIUS OF 285.00 FEET, AN ARC OF 92.03 FEET, AND A CHORD WHICH BEARS SOUTH 84°56'17"EAST, 91.63 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 15°22'48", A RADIUS OF 515.00 FEET, AN ARC OF 138.24 FEET, AND A CHORD WHICH BEARS SOUTH 86°29'56"EAST, 137.83 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 37°22'50", A RADIUS OF 1015.00 FEET, AN ARC OF 662.20 FEET, AND A CHORD WHICH BEARS SOUTH 60°07'07"EAST, 650.52 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 20°50'51", A RADIUS OF 210.00 FEET, AN ARC OF 76.41 FEET, AND A CHORD WHICH BEARS SOUTH 51°51'07"EAST, 75.99 FEET; THENCE ALONG A CURVE



TST INC. OF DENVER
Consulting Engineers

SHEET 3 OF 4

EXHIBIT

TRAIL EASEMENT

NE 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

TO THE RIGHT, HAVING A DELTA OF 15°14'25", A RADIUS OF 240.00 FEET, AN ARC OF 63.84 FEET, AND A CHORD WHICH BEARS SOUTH 54°39'20"EAST, 63.65 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 42°05'40", A RADIUS OF 515.00 FEET, AN ARC OF 378.36 FEET, AND A CHORD WHICH BEARS SOUTH 25°59'17"EAST, 369.91 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 03°52'11", A RADIUS OF 85.00 FEET, AN ARC OF 5.74 FEET, AND A CHORD WHICH BEARS SOUTH 06°52'33"EAST, 5.74 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 43,353 SQUARE FEET (1.00 ACRE), 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. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

6/17/2009
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



TST INC. OF DENVER
Consulting Engineers

SHEET 4 OF 4

EXHIBIT
TRAIL EASEMENT
 NW 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
 CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

NORTH 1/4 COR
 SEC. 33

CITY OF GOLDEN

"CENTERLINE OF
 CLEAR CREEK"
 (BK. 1927, PG. 238)

COLORADO
 SCHOOL
 OF MINES

U.S. HIGHWAY 6

TRAIL EASEMENT

15' FROM TRAIL
 CENTERLINE
 D=11°25'22"
 R=735.00'
 L=146.53'
 C=N04°37'08"W
 146.29'

N01°05'33"E
 342.85'

S12°42'36"W
 1291.53'

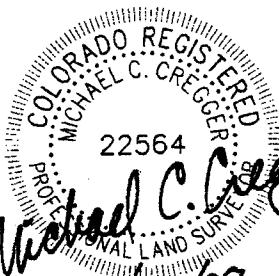
S00°34'35"E (BASIS OF BEARINGS)

N10°19'49"W
 166.16'

D=21°32'33"
 R=85.00'
 L=31.96'
 C=N21°06'06"W
 31.77'

POINT OF
 BEGINNING

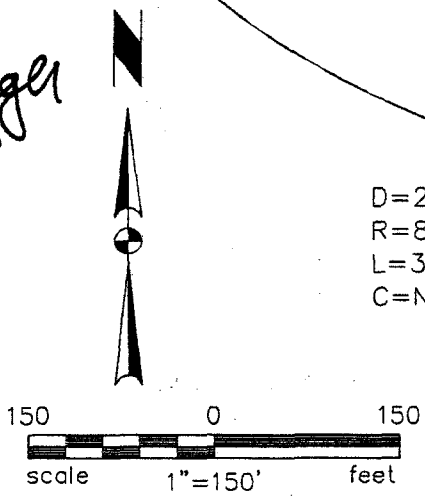
SOUTH 1/4 COR
 SEC. 33



Michael C. Cregger
 6/17/09



TST INC. OF DENVER
 Consulting Engineers



SHEET 1 OF 2

EXHIBIT
TRAIL EASEMENT
NW 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, LYING SOUTH OF THE CENTERLINE OF CLEAR CREEK, AS DESCRIBED IN THAT DEED RECORDED IN BOOK 1927 AT PAGE 238, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6, AND LYING WEST OF A LINE THAT IS TO BE 15 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF A TRAIL THAT IS TO BE CONSTRUCTED BY THE CITY OF GOLDEN, WITH SAID PARALLEL LINE BEING APPROXIMATELY DESCRIBED AS FOLLOWS:

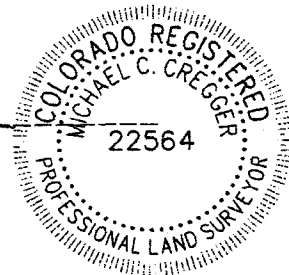
COMMENCING AT THE NORTH QUARTER CORNER CORNER OF SAID SECTION 33, AND CONSIDERING THE EAST LINE OF SAID NORTHWEST QUARTER TO BEAR SOUTH 00°34'35" EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE SOUTH 12°42'36" WEST, 1291.53 FEET, MORE OR LESS, TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6 WITH SAID PARALLEL LINE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, ALONG SAID PARALLEL LINE, THE FOLLOWING COURSES: ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 21°32'33", A RADIUS OF 85.00 FEET, AN ARC OF 31.96 FEET, AND A CHORD WHICH BEARS NORTH 21°06'06" WEST, 31.77 FEET; THENCE NORTH 10°19'49" WEST, 166.16 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 11°25'22", A RADIUS OF 735.00 FEET, AN ARC OF 146.53 FEET, AND A CHORD WHICH BEARS NORTH 04°37'08" WEST, 146.29 FEET; THENCE CONTINUING ALONG SAID PARALLEL LINE AND IT'S NORTHERLY PROJECTION, NORTH 01°05'33" EAST, 342.85 FEET, MORE OR LESS, TO THE CENTERLINE OF CLEAR CREEK, AS DESCRIBED IN SAID DEED RECORDED IN BOOK 1927 AT PAGE 238 AND THE POINT OF TERMINUS OF THIS DESCRIPTION. THE ABOVE DESCRIBED LANDS CONTAIN 8.8 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. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

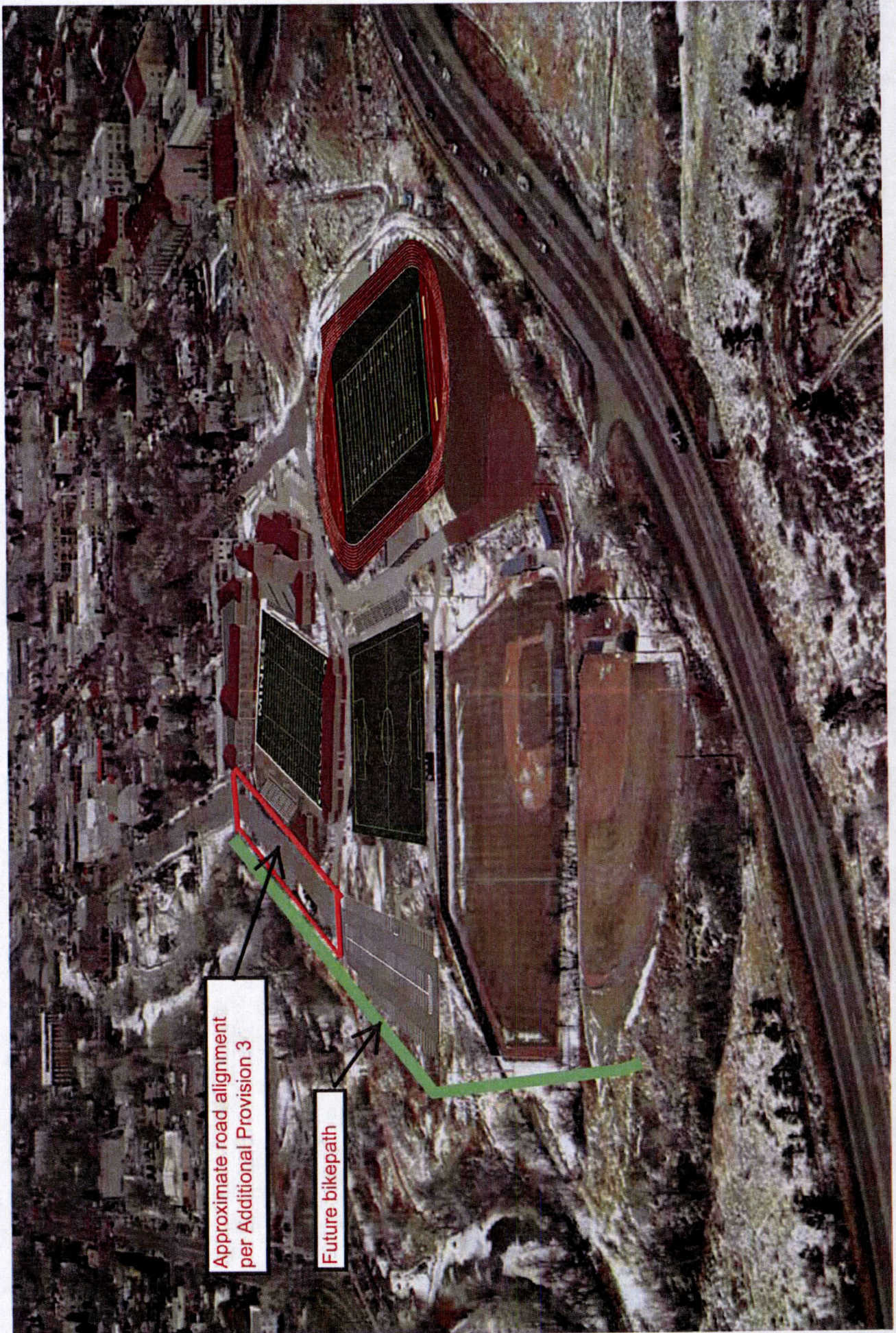
DATE 6/17/2009

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2



Approximate road alignment
per Additional Provision 3

Future bikepath

Exhibit B



Exhibit C

EASEMENT AGREEMENT

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado, Attorney General.
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS EASEMENT AGREEMENT is made and entered into this ____ day of _____, 2009 by and between the STATE OF COLORADO, acting by and through the Department of Higher Education, for and on behalf of the Board of Trustees of the Colorado School of Mines whose address is 1500 Illinois Street, Golden, CO 80401 (hereinafter, the "Grantor"), and the City of Golden, a Colorado Municipal Corporation whose address is 911 Tenth Street, Golden, CO 80401 (hereinafter, the "Grantee").

WITNESSETH:

That, for and in consideration of the benefits and responsibilities detailed below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a nonexclusive easement upon the following property (hereinafter, the "Property") located in the County of Jefferson, State of Colorado, to wit:

The Easement Area shown on Sheets 1 - 6 of Exhibit A.

TO HAVE AND TO HOLD, subject to the covenants and agreements hereinafter expressed, for the purpose of using the Property for utility lines and appurtenances, pedestrian trail and bikepath, open space, passive recreation, and to install and maintain safety fencing for the term beginning on the date first written above and ending December 31, 2059.

GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. If at any time during the term of this Easement Agreement Grantee does not for a period of 366 consecutive days make use of this easement for the purpose aforesaid, Grantor may in his sole discretion immediately declare such easement abandoned and shall so notify Grantee by certified mail with return receipt requested. In the event of such abandonment the consideration shall be forfeited.
2. This grant of easement is subject to any and all previously granted easements, rights-of-way, licenses and conveyances, recorded or unrecorded. It is Grantee's sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee's use of the Property hereunder. Grantee agrees to not interfere with any use in the easement area by any other party under a previous grant. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the Property. To the extent that this grant of easement may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.
3. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.
4. If this easement is granted pursuant to §24-82-201 C.R.S., as amended, this Easement Agreement shall not be deemed valid unless and until approved by the officials and officers of the State of Colorado as required by §24-82-202 C.R.S., as amended, or such assistants as they may designate. Signature by the Grantor shall be deemed to be verification of approval of the commission or board, if any, of the institution, department or agency across the premises of which this easement is hereby granted.

5. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.
6. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.
7. Grantor and Grantee agree that this Easement Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the officials and officers of the State of Colorado as required by the Colorado Revised Statutes, as amended, or such assistants as they may designate.
8. Grantee shall be responsible for recording this Easement Agreement with the Clerk and Recorder's Office in the county or counties in which the Property is located. Grantee shall provide Grantor with a conformed copy of the recorded easement.
9. **The Property and/or areas in close proximity to the Property were or may have been used for disposal of miscellaneous materials, and mining and metallurgical research for approximately 70 years, including the disposal of materials from such uses at or near the Property. As a result, some soil at the Property and/or some ground water underneath the Property may contain elevated concentrations of radionuclides and/or metals and/or other contaminants. The CSMRI Site is a series of areas either on the Property and/or near the Property that contained and may still contain some contamination. Pursuant to the 2007 Revised Remedial Investigation and Feasibility Study for the CSMRI Site (the "2007 Revised RI/FS") and the 2007 Record of Decision for the CSMRI Site, the CSMRI Site was the subject of remedial action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq. ("CERCLA") and the Applicable or Relevant and Appropriate Requirements (the "ARARs") as identified in the 2007 Revised RI/FS. Prior to the remedial action, the United States Environmental Protection Agency ("EPA") performed a CERCLA removal action at the CSMRI Site.**
10. Any notice required or permitted by this Easement Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Grantor:
Chris Cocallas
Director, Capital Planning and
Construction
Colorado School of Mines
1318 Maple Street
Golden, CO 80401

Grantee:

Cc: Real Estate Programs
Attn: Real Estate Specialist
1313 Sherman Street, Suite 319
Denver, CO 80203

Cc: City of Golden, City Manager
911 Tenth Street
Golden, CO 80401

Notice of change of address shall be treated as any other notice.

11. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character, including but not limited to coal, asphaltum, oil and gas in or under said easement.
12. If any part of this Easement Agreement is found, decreed or held to be void or unenforceable, the remainder of the provisions of this Easement Agreement shall not be affected thereby and shall remain in full force and effect.
13. This Easement Agreement shall be governed by the laws of the State of Colorado.
14. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, its departments, institutions, agencies, enterprises, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S. and §24-30-1501, et seq. C.R.S. Any provision of this Easement Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Grantor and the Grantee to the above cited laws.

GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee's agents, assigns and successors shall have access at all times, subject to Grantor's security policies and procedures, to the Property for the purposes set forth herein.
2. **Grantor may undertake, at Grantor's expense, investigative and/or remedial activities at the Property related to environmental health and safety issues. In such event, Grantor may disturb and remove Grantee's improvements, and/or terminate Grantee's uses and this easement without compensation to Grantee for any damage to the improvements or loss of use, and without any obligation by Grantor to rebuild the improvements or to renew the use and easement by Grantee. If it is necessary that Grantor terminate all or any portion of this easement, Grantor shall, to the extent practicable, provide Grantee additional easement(s) to ensure that Grantee may maintain its recreational trail system.**

GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this easement, the right to dispose of the Property and to use the Property for other purposes provided such use does not materially interfere with the easement granted herein. In the event Grantor shall, in the future, wish to grant additional easements or rights-of-way which encroach upon the easement granted herein, Grantee expressly agrees and covenants it will consent to share the Property, provided the proposed additional easements or rights-of-way do not materially interfere with the purposes for which this easement is granted.
2. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within ninety (90) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. In the event that Grantee does not remove the improvements within such 90-day period, ~~Grantor shall have the option to either 1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or 2) consider~~ such improvements shall be considered abandoned and ~~the improvements~~ shall become the property of Grantor. Except as otherwise provided herein, termination of this Easement Agreement shall be by operation of law. If this Easement Agreement is so terminated, consideration paid shall be forfeited.
3. Grantee may not use this grant of easement for any purpose other than that which is specifically described herein. If the Property is used by Grantee for any purpose other than stated herein, the easement is automatically terminated, and all of the right, title and interest of Grantee (and

4. Grantee agrees to comply with all rules, regulations and policies authoritatively promulgated pertaining to the use of the Property.
5. **Grantee has inspected the Property and nearby areas that may affect the uses contemplated herein, knows the condition, and understands that this easement is granted without any representation or warranties whatsoever and without any obligation on the part of the Grantor. Grantee will make its own determination with respect to merchantability, quantity, quality, physical condition or operation of the Property, environmental conditions, soil, zoning, suitability or fitness of the Property, or any improvements thereon, if any, for any specific or general use or purpose or any other matter affecting or relating to the Property, its development or use, including without limitation, the Property's compliance with any laws. Grantor makes no warranty or representation as to the accuracy, correctness or completeness of any report or document related to environmental, health and safety conditions of the Property or areas near the Property.**
6. **To the extent authorized by the laws and Constitution of the state of Colorado and the City of Golden HomeRule Charter, and without waiving any of the provisions and protections of the Colorado Governmental Immunity Act, Grantee agrees to indemnify, defend and hold harmless the Grantor against all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its successors, assigns, agents or contractors or arising out of Grantee's use of the Property. In the event that Grantee contracts for any work to be performed on the Property, Grantee shall require its contractors and subcontractors to indemnify, defend and hold harmless Grantor, its employees and agents from any and all claims, damages and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors' and/or subcontractors' actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this easement.**
7. Grantee agrees that all excavations or other temporary removal of soil as required for Grantee's use of the Property for the purposes set forth herein shall be properly replaced, and Grantee shall seed, restore and revegetate the surface to substantially its condition existing prior to the disturbance as reasonably possible. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee's use of the Property for the purposes set forth herein. Routes of ingress and egress for construction or for maintenance are to be limited to the minimum necessary locations, and all work areas created must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible by Grantee. Grantor shall determine, in its sole discretion, whether Grantee's restoration complies with this paragraph. In the event Grantee fails to perform the restorative or revegetative work required by this paragraph to the reasonable satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or revegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.
8. The easement granted herein is subject to the condition that the Grantee shall properly obtain and maintain all necessary permits or approvals required by Federal, State and local laws, regulations and ordinances. Grantee shall comply with all applicable laws and ordinances (and all rules, regulations and requirements of any governmental authority promulgated thereunder)

9. Grantee shall provide Grantor with as-built drawings showing the location of any improvements constructed on the Property (including location and depth of any improvements located underground) within thirty (30) days after completion of construction of such improvements.

ADDITIONAL PROVISIONS:

1. Grantee shall cause to be constructed the recreational trail depicted within and upon the plans attached as Exhibit A, and will bear the full cost of said construction of the trail. Said construction has a planned completion date of no later than April 1, 2010.
2. Grantor and Grantee agree to negotiate in good faith a joint use agreement wherein the trail is open to the use of all of the general public and will be maintained by the Grantee at Grantee's expense.
3. Grantee agrees to build the 24 foot wide (measured front-of-curb to front-of-curb) road extension west from 11th Street (per Exhibit B, attached hereto) per Grantor's reasonable requirements. Such road extension shall not be combined with the 10 foot wide bike path. However, such 10 foot wide bike path may be narrowed to no less than 6 feet with prior written permission from the Grantee. Grantee shall not be required to pay more than \$120,000 to construct such road extension.
4. Grantee agrees to construct and maintain, to Grantor's reasonable specifications, appropriate safety fencing (per Exhibit C, attached hereto) bordering Grantor's athletic fields.
5. Any and all obligations of the Grantee under and pursuant to this Easement Agreement that require funding are subject to prior annual appropriations of monies expressly made by the Golden City Council for the purposes of this Easement Agreement. Nothing herein shall be construed as a multiple fiscal year obligation as described by Article X Section 20 of the Colorado Constitution by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year first above written.

GRANTOR:
STATE OF COLORADO
Bill Ritter Jr., Governor
Acting by and through the
Department of Higher Education
for and on behalf of the Board of Trustees
of the Colorado School of Mines

By: _____
For the Executive Director

APPROVED:

STATE OF COLORADO
Department Of Personnel & Administration
Real Estate Programs

By: _____
For the Executive Director

APPROVED:

STATE OF COLORADO
John W. Suthers, Attorney General

By: _____

GRANTEE:

By: _____

Title: Mayor

(If Corporation)
Attest (Seal)

By: _____
City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, on behalf of the State of Colorado, Grantor. Witness my hand and official seal.

My commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____ on behalf of the Grantee. Witness my hand and official seal.

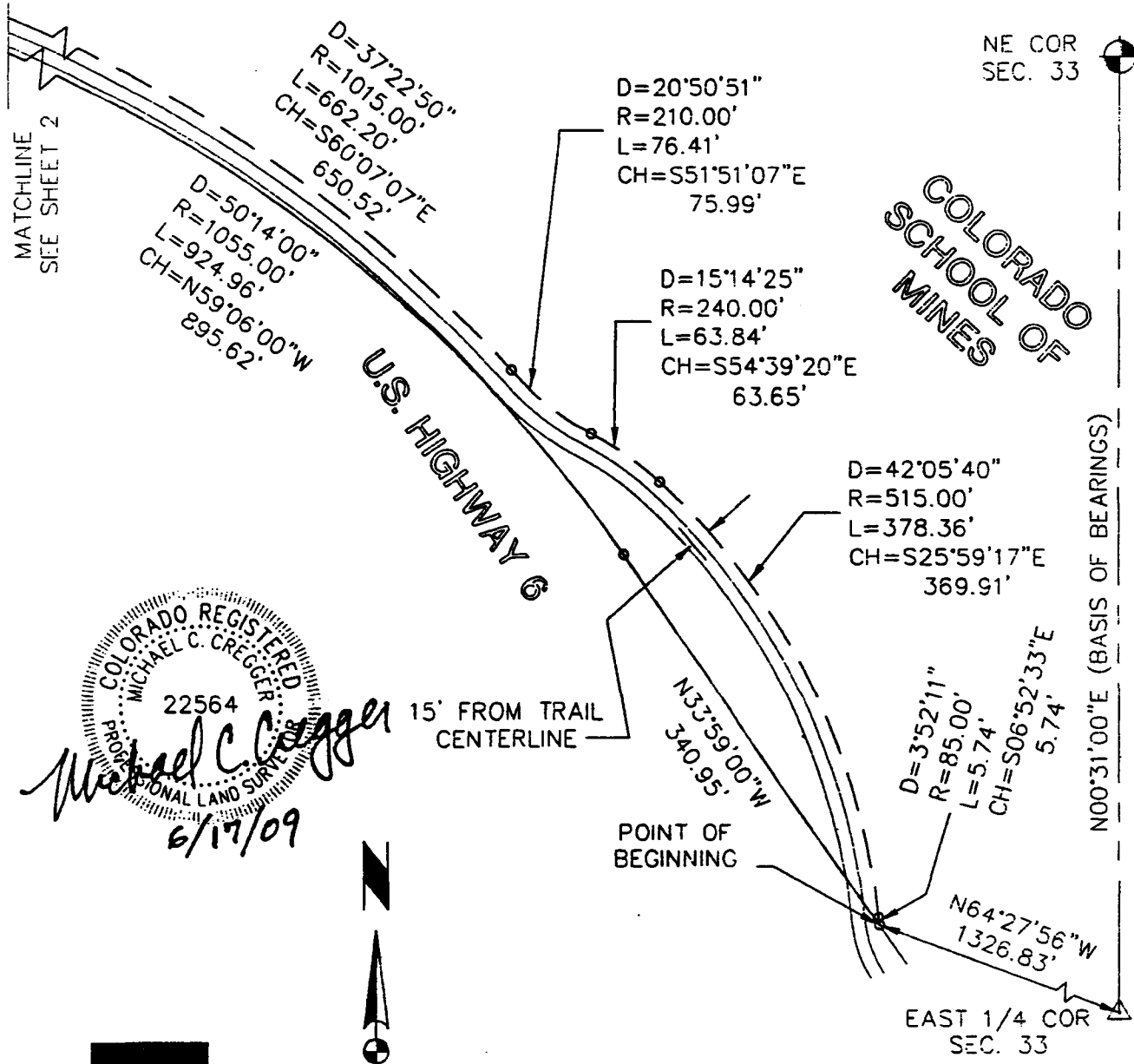
My commission expires _____.

Notary Public

EXHIBIT

TRAIL EASEMENT

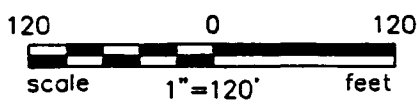
NE 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO



COLORADO REGISTERED
 MICHAEL C. CREGER
 22564
 PROFESSIONAL LAND SURVEYOR
Michael C. Creger
 6/17/09



TST INC. OF DENVER
 Consulting Engineers

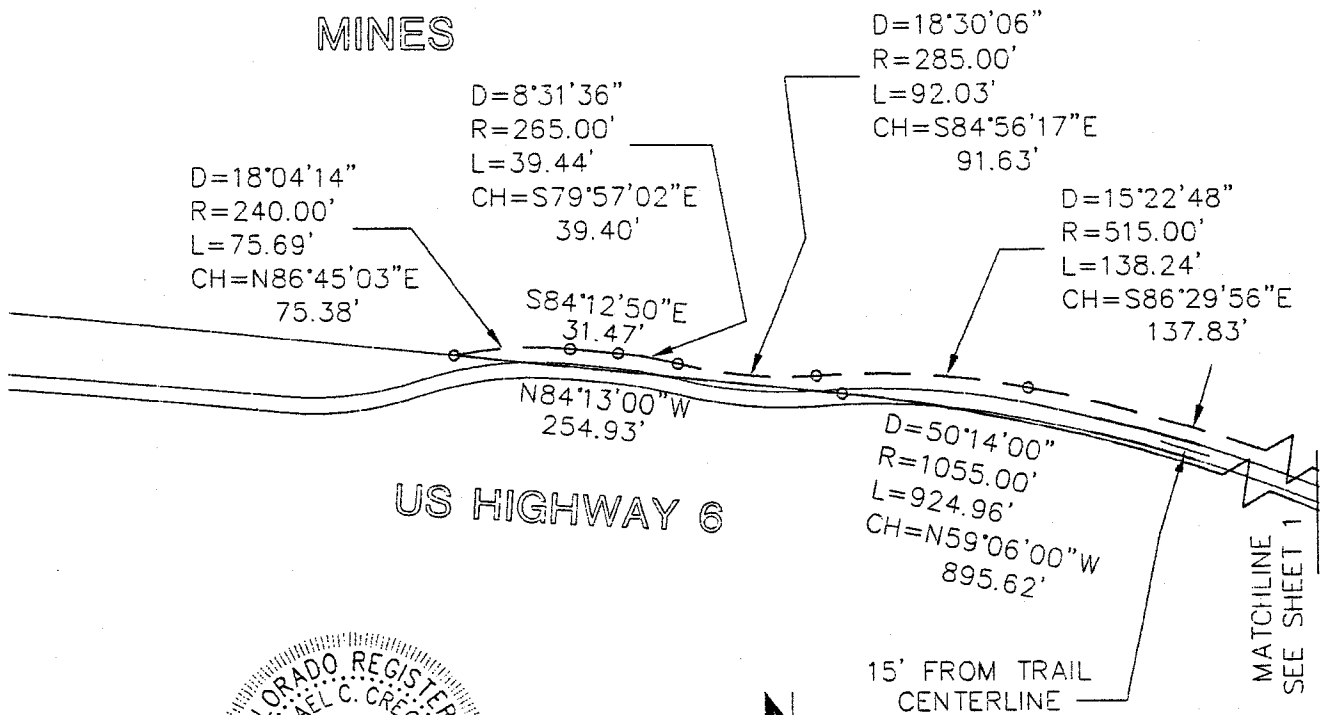


EXHIBIT

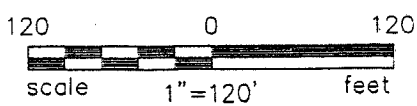
TRAIL EASEMENT

NE 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

COLORADO SCHOOL OF
MINES



COLORADO REGISTERED
MICHAEL C. CREGGER
22564
PROFESSIONAL LAND SURVEYOR
Michael C. Cregger
6/17/09



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 4

EXHIBIT

TRAIL EASEMENT

NE 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6, AND LYING WEST OF A LINE THAT IS TO BE 15 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF A TRAIL THAT IS TO BE CONSTRUCTED BY THE CITY OF GOLDEN, BEING APPROXIMATELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR NORTH 00°31'00" EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO: THENCE NORTH 64°27'56" WEST, 1326.83 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6 WITH SAID PARALLEL LINE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 33°59'00" WEST, 340.95 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 50°14'00", A RADIUS OF 1055.00 FEET, AN ARC OF 924.96 FEET, AND A CHORD WHICH BEARS NORTH 59°06'00" WEST, 895.62 FEET; THENCE NORTH 84°13'00" WEST, 254.93 FEET, MORE OR LESS, TO THE INTERSECTION WITH SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, THE FOLLOWING COURSES: ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 18°04'14", A RADIUS OF 240.00 FEET, AN ARC OF 75.69 FEET, AND A CHORD WHICH BEARS NORTH 86°45'03" EAST, 75.38 FEET; THENCE SOUTH 84°12'50" EAST, 31.47 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 08°31'36", A RADIUS OF 265.00 FEET, AN ARC OF 39.44 FEET, AND A CHORD WHICH BEARS SOUTH 79°57'02" EAST, 39.40 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 18°30'06", A RADIUS OF 285.00 FEET, AN ARC OF 92.03 FEET, AND A CHORD WHICH BEARS SOUTH 84°56'17" EAST, 91.63 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 15°22'48", A RADIUS OF 515.00 FEET, AN ARC OF 138.24 FEET, AND A CHORD WHICH BEARS SOUTH 86°29'56" EAST, 137.83 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 37°22'50", A RADIUS OF 1015.00 FEET, AN ARC OF 662.20 FEET, AND A CHORD WHICH BEARS SOUTH 60°07'07" EAST, 650.52 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 20°50'51", A RADIUS OF 210.00 FEET, AN ARC OF 76.41 FEET, AND A CHORD WHICH BEARS SOUTH 5°51'07" EAST, 75.99 FEET; THENCE ALONG A CURVE



TST INC. OF DENVER
Consulting Engineers

SHEET 3 OF 4

EXHIBIT
TRAIL EASEMENT
NE 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

TO THE RIGHT, HAVING A DELTA OF 15°14'25", A RADIUS OF 240.00 FEET, AN ARC OF 63.84 FEET, AND A CHORD WHICH BEARS SOUTH 54°39'20"EAST, 63.65 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 42°05'40", A RADIUS OF 515.00 FEET, AN ARC OF 378.36 FEET, AND A CHORD WHICH BEARS SOUTH 25°59'17"EAST, 369.91 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 03°52'11", A RADIUS OF 85.00 FEET, AN ARC OF 5.74 FEET, AND A CHORD WHICH BEARS SOUTH 06°52'33"EAST, 5.74 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 43,353 SQUARE FEET (1.00 ACRE), MORE OR LESS.

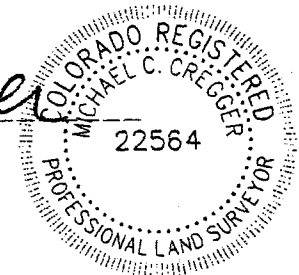
SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

6/17/2009
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR

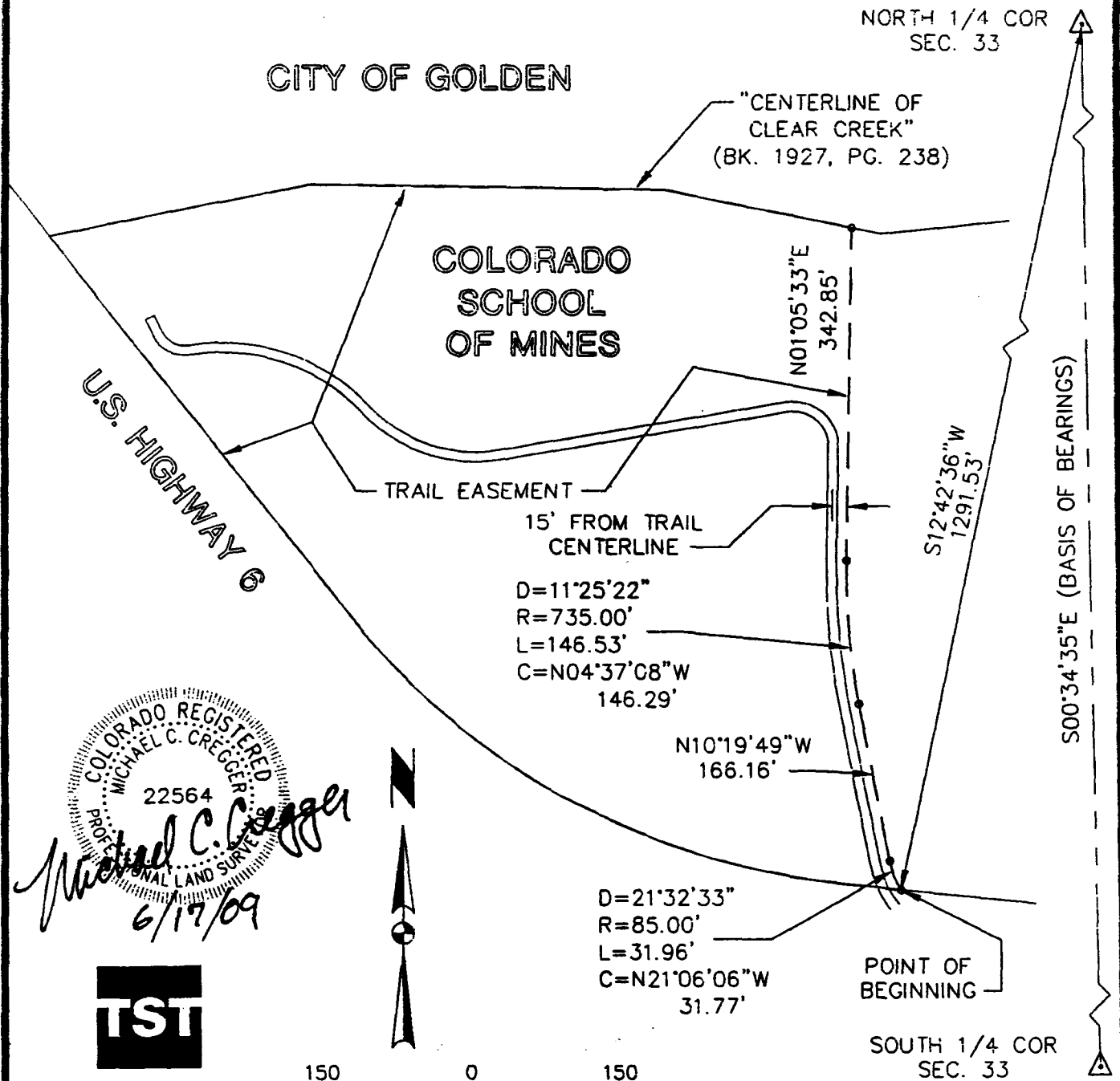
COLORADO REGISTRATION NO. 22564



TST INC. OF DENVER
Consulting Engineers

SHEET 4 OF 4

**EXHIBIT
TRAIL EASEMENT**
NW 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO



COLORADO REGISTERED
MICHAEL C. CREGER
22564
PROFESSIONAL LAND SURVEYOR

Michael C. Creger
6/17/09



TST INC. OF DENVER
Consulting Engineers

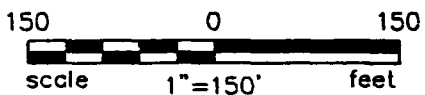


EXHIBIT
TRAIL EASEMENT
NW 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, LYING SOUTH OF THE CENTERLINE OF CLEAR CREEK, AS DESCRIBED IN THAT DEED RECORDED IN BOOK 1927 AT PAGE 238, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6, AND LYING WEST OF A LINE THAT IS TO BE 15 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF A TRAIL THAT IS TO BE CONSTRUCTED BY THE CITY OF GOLDEN, WITH SAID PARALLEL LINE BEING APPROXIMATELY DESCRIBED AS FOLLOWS:

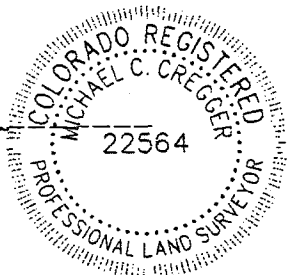
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SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

DATE 6/17/2009

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



TST INC. OF DENVER
Consulting Engineers



R \$76.00
D \$0.00
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Res. 1991

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Jefferson County, Colorado

EASEMENT AGREEMENT

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado, Attorney General.
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS EASEMENT AGREEMENT is made and entered into this 14th day of September, 2009 by and between the STATE OF COLORADO, acting by and through the Department of Higher Education, for and on behalf of the Board of Trustees of the Colorado School of Mines whose address is 1500 Illinois Street, Golden, CO 80401 (hereinafter, the "Grantor"), and the City of Golden, a Colorado Municipal Corporation whose address is 911 Tenth Street, Golden, CO 80401 (hereinafter, the "Grantee").

WITNESSETH:

That, for and in consideration of the benefits and responsibilities detailed below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a nonexclusive easement upon the following property (hereinafter, the "Property") located in the County of Jefferson, State of Colorado, to wit:

The Easement Area shown on Sheets 1 - 6 of Exhibit A.

TO HAVE AND TO HOLD, subject to the covenants and agreements hereinafter expressed, for the purpose of using the Property for utility lines and appurtenances, pedestrian trail and bikepath, open space, passive recreation, and to install and maintain safety fencing for the term beginning on the date first written above and ending December 31, 2059.

GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. If at any time during the term of this Easement Agreement Grantee does not for a period of 366 consecutive days make use of this easement for the purpose aforesaid, Grantor may in his sole discretion immediately declare such easement abandoned and shall so notify Grantee by certified mail with return receipt requested. In the event of such abandonment the consideration shall be forfeited.
2. This grant of easement is subject to any and all previously granted easements, rights-of-way, licenses and conveyances, recorded or unrecorded. It is Grantee's sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee's use of the Property hereunder. Grantee agrees to not interfere with any use in the easement area by any other party under a previous grant. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the Property. To the extent that this grant of easement may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.
3. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.
4. If this easement is granted pursuant to §24-82-201 C.R.S., as amended, this Easement Agreement shall not be deemed valid unless and until approved by the officials and officers of the State of Colorado as required by §24-82-202 C.R.S., as amended, or such assistants as they may designate. Signature by the Grantor shall be deemed to be verification of approval of the commission or board, if any, of the institution, department or agency across the premises of which this easement is hereby granted.

RECEIVED IN THIS CONDITION

CB
76.00

1-15

- 5. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.
- 6. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.
- 7. Grantor and Grantee agree that this Easement Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the officials and officers of the State of Colorado as required by the Colorado Revised Statutes, as amended, or such assistants as they may designate.
- 8. Grantee shall be responsible for recording this Easement Agreement with the Clerk and Recorder's Office in the county or counties in which the Property is located. Grantee shall provide Grantor with a conformed copy of the recorded easement.
- 9. **The Property and/or areas in close proximity to the Property were or may have been used for disposal of miscellaneous materials, and mining and metallurgical research for approximately 70 years, including the disposal of materials from such uses at or near the Property. As a result, some soil at the Property and/or some ground water underneath the Property may contain elevated concentrations of radionuclides and/or metals and/or other contaminants. The CSMRI Site is a series of areas either on the Property and/or near the Property that contained and may still contain some contamination. Pursuant to the 2007 Revised Remedial Investigation and Feasibility Study for the CSMRI Site (the "2007 Revised RI/FS") and the 2007 Record of Decision for the CSMRI Site, the CSMRI Site was the subject of remedial action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq. ("CERCLA") and the Applicable or Relevant and Appropriate Requirements (the "ARARs") as identified in the 2007 Revised RI/FS. Prior to the remedial action, the United States Environmental Protection Agency ("EPA") performed a CERCLA removal action at the CSMRI Site.**
- 10. Any notice required or permitted by this Easement Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Grantor:
 Chris Cocallas
 Director, Capital Planning and
 Construction
 Colorado School of Mines
 1318 Maple Street
 Golden, CO 80401

Grantee:

 Cc: City of Golden, City Manager
 911 Tenth Street
 Golden, CO 80401

Cc: Real Estate Programs
 Attn: Real Estate Specialist
 1313 Sherman Street, Suite 319
 Denver, CO 80203

Notice of change of address shall be treated as any other notice.

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11. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character, including but not limited to coal, asphaltum, oil and gas in or under said easement.
 12. If any part of this Easement Agreement is found, decreed or held to be void or unenforceable, the remainder of the provisions of this Easement Agreement shall not be affected thereby and shall remain in full force and effect.
 13. This Easement Agreement shall be governed by the laws of the State of Colorado.
 14. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, its departments, institutions, agencies, enterprises, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S. and §24-30-1501, et seq. C.R.S. Any provision of this Easement Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Grantor and the Grantee to the above cited laws.

GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee's agents, assigns and successors shall have access at all times, subject to Grantor's security policies and procedures, to the Property for the purposes set forth herein.
2. **Grantor may undertake, at Grantor's expense, investigative and/or remedial activities at the Property related to environmental health and safety issues. In such event, Grantor may disturb and remove Grantee's improvements, and/or terminate Grantee's uses and this easement without compensation to Grantee for any damage to the improvements or loss of use, and without any obligation by Grantor to rebuild the improvements or to renew the use and easement by Grantee. If it is necessary that Grantor terminate all or any portion of this easement, Grantor shall, to the extent practicable, provide Grantee additional easement(s) to ensure that Grantee may maintain its recreational trail system.**

GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this easement, the right to dispose of the Property and to use the Property for other purposes provided such use does not materially interfere with the easement granted herein. In the event Grantor shall, in the future, wish to grant additional easements or rights-of-way which encroach upon the easement granted herein, Grantee expressly agrees and covenants it will consent to share the Property, provided the proposed additional easements or rights-of-way do not materially interfere with the purposes for which this easement is granted.
2. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within ninety (90) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. In the event that Grantee does not remove the improvements within such 90-day period, ~~Grantor shall have the option to either 1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or 2) consider~~ such improvements shall be considered abandoned and ~~the improvements~~ shall become the property of Grantor. Except as otherwise provided herein, termination of this Easement Agreement shall be by operation of law. If this Easement Agreement is so terminated, consideration paid shall be forfeited.
3. Grantee may not use this grant of easement for any purpose other than that which is specifically described herein. If the Property is used by Grantee for any purpose other than stated herein, the easement is automatically terminated, and all of the right, title and interest of Grantee (and

4. Grantee agrees to comply with all rules, regulations and policies authoritatively promulgated pertaining to the use of the Property.
5. **Grantee has inspected the Property and nearby areas that may affect the uses contemplated herein, knows the condition, and understands that this easement is granted without any representation or warranties whatsoever and without any obligation on the part of the Grantor. Grantee will make its own determination with respect to merchantability, quantity, quality, physical condition or operation of the Property, environmental conditions, soil, zoning, suitability or fitness of the Property, or any improvements thereon, if any, for any specific or general use or purpose or any other matter affecting or relating to the Property, its development or use, including without limitation, the Property's compliance with any laws. Grantor makes no warranty or representation as to the accuracy, correctness or completeness of any report or document related to environmental, health and safety conditions of the Property or areas near the Property.**
6. **To the extent authorized by the laws and Constitution of the state of Colorado and the City of Golden Home Rule Charter, and without waiving any of the provisions and protections of the Colorado Governmental Immunity Act, Grantee agrees to indemnify, defend and hold harmless the Grantor against all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its successors, assigns, agents or contractors or arising out of Grantee's use of the Property. In the event that Grantee contracts for any work to be performed on the Property, Grantee shall require its contractors and subcontractors to indemnify, defend and hold harmless Grantor, its employees and agents from any and all claims, damages and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors' and/or subcontractors' actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this easement.**
7. Grantee agrees that all excavations or other temporary removal of soil as required for Grantee's use of the Property for the purposes set forth herein shall be properly replaced, and Grantee shall seed, restore and revegetate the surface to substantially its condition existing prior to the disturbance as reasonably possible. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee's use of the Property for the purposes set forth herein. Routes of ingress and egress for construction or for maintenance are to be limited to the minimum necessary locations, and all work areas created must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible by Grantee. Grantor shall determine, in its sole discretion, whether Grantee's restoration complies with this paragraph. In the event Grantee fails to perform the restorative or revegetative work required by this paragraph to the reasonable satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or revegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.
8. The easement granted herein is subject to the condition that the Grantee shall properly obtain and maintain all necessary permits or approvals required by Federal, State and local laws, regulations and ordinances. Grantee shall comply with all applicable laws and ordinances (and all rules, regulations and requirements of any governmental authority promulgated thereunder)

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9. Grantee shall provide Grantor with as-built drawings showing the location of any improvements constructed on the Property (including location and depth of any improvements located underground) within thirty (30) days after completion of construction of such improvements.

ADDITIONAL PROVISIONS:

1. Grantee shall cause to be constructed the recreational trail depicted within and upon the plans attached as Exhibit A, and will bear the full cost of said construction of the trail. Said construction has a planned completion date of no later than April 1, 2010.
2. Grantor and Grantee agree to negotiate in good faith a joint use agreement wherein the trail is open to the use of all of the general public and will be maintained by the Grantee at Grantee's expense.
3. Grantee agrees to build the 24 foot wide (measured front-of-curb to front-of-curb) road extension west from 11th Street (per Exhibit B, attached hereto) per Grantor's reasonable requirements. Such road extension shall not be combined with the 10 foot wide bike path. However, such 10 foot wide bike path may be narrowed to no less than 6 feet with prior written permission from the Grantee. Grantee shall not be required to pay more than \$120,000 to construct such road extension.
4. Grantee agrees to construct and maintain, to Grantor's reasonable specifications, appropriate safety fencing (per Exhibit C, attached hereto) bordering Grantor's athletic fields.
5. Any and all obligations of the Grantee under and pursuant to this Easement Agreement that require funding are subject to prior annual appropriations of monies expressly made by the Golden City Council for the purposes of this Easement Agreement. Nothing herein shall be construed as a multiple fiscal year obligation as described by Article X Section 20 of the Colorado Constitution by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year first above written.

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GRANTOR:
STATE OF COLORADO
Bill Ritter Jr., Governor
Acting by and through the
Department of Higher Education
for and on behalf of the Board of Trustees
of the Colorado School of Mines

By: [Signature]
For the Executive Director

GRANTEE:

By: [Signature]



[Signature]
City Clerk

APPROVED:

STATE OF COLORADO
Department Of Personnel & Administration
Real Estate Programs

By: [Signature]
For the Executive Director

APPROVED:

STATE OF COLORADO
John W. Suthers, Attorney General

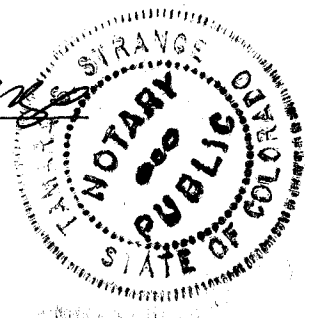
By: [Signature]
Associate Counsel &
Special Assistant Attorney General

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 17th day of September, 2009 by M. W. Scoones on behalf of the State of Colorado, Grantor. Witness my hand and official seal.

My commission expires 3/6/2010

Tamara S. Strang
Notary Public

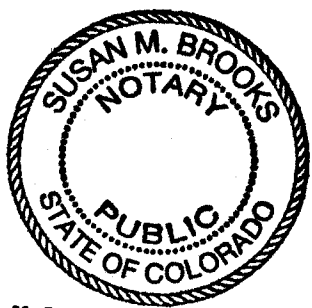


STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 14th day of September, 2009 by Sheeb Smith, Mayor on behalf of the Grantee. Witness my hand and official seal.

My commission expires 6 Oct 09

Susan M. Brooks
Notary Public



My Commission Expires 10/06/09

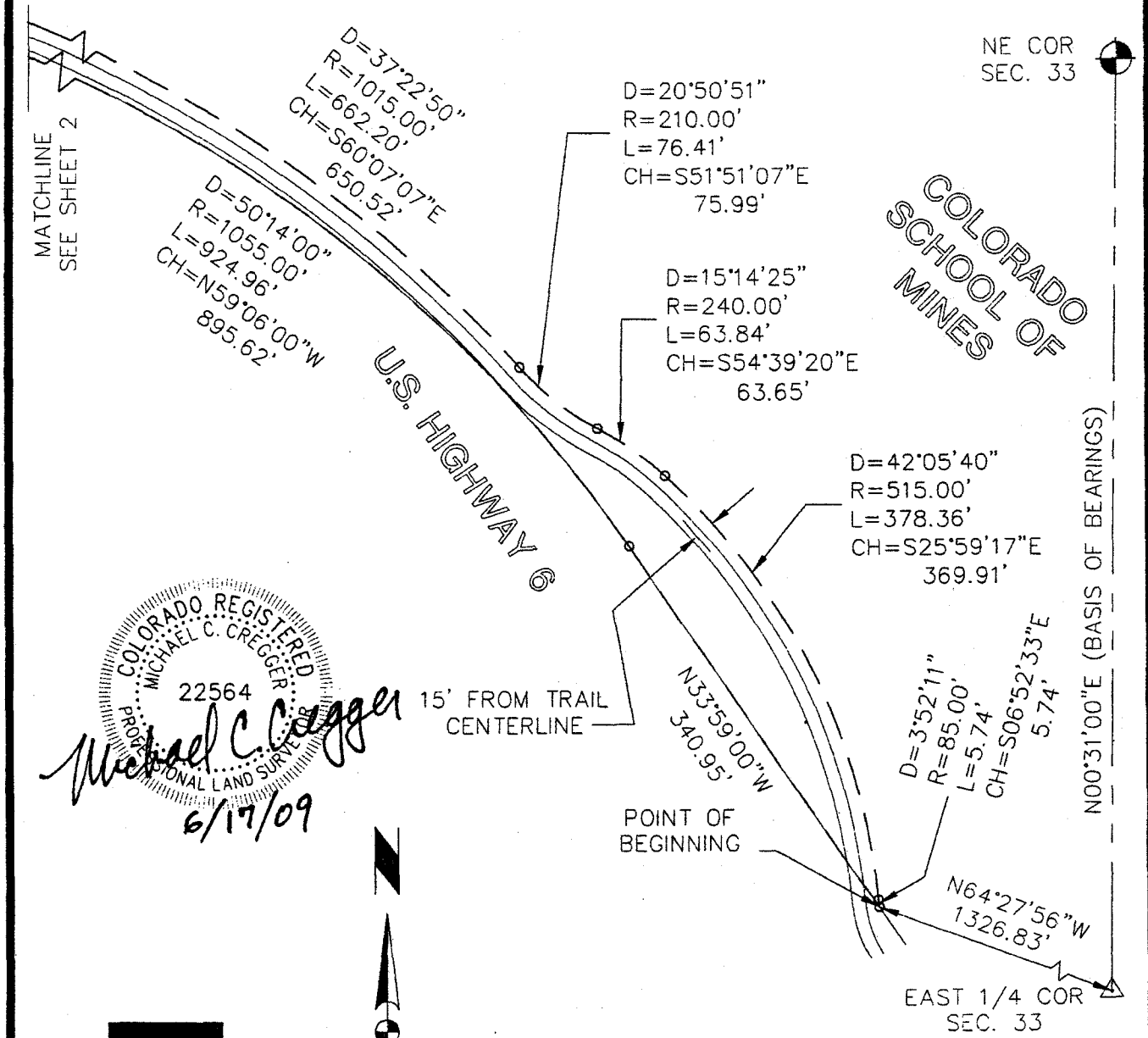


For information please call 100-100

EXHIBIT TRAIL EASEMENT

NE 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M., CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

8



MATCHLINE
SEE SHEET 2

NE COR
SEC. 33

COLORADO
SCHOOL OF
MINES

COLORADO REGISTERED
MICHAEL C. CREGGER
22564
PROF. LAND SURVEYOR
Michael C. Cregger
6/17/09

U.S. HIGHWAY 6

15' FROM TRAIL
CENTERLINE

N33°59'00"W
340.95'

POINT OF
BEGINNING

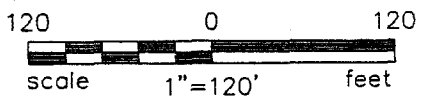
N64°27'56"W
1326.83'

EAST 1/4 COR
SEC. 33

N00°31'00"E (BASIS OF BEARINGS)



TST INC. OF DENVER
Consulting Engineers



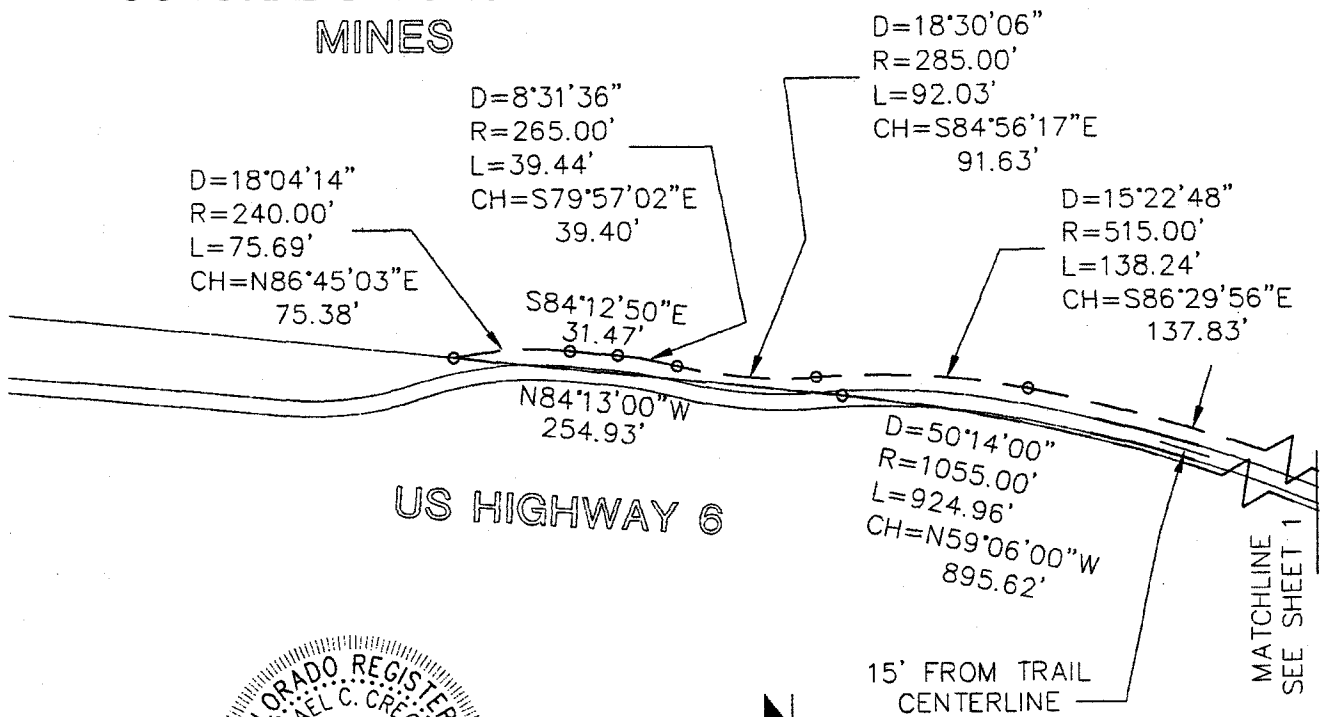
SHEET 1 OF 4
PROJ. NO. 592-350

EXHIBIT

TRAIL EASEMENT

NE 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

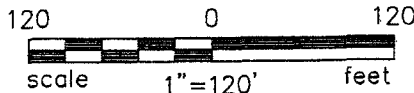
COLORADO SCHOOL OF
MINES



US HIGHWAY 6



Michael C. Cregger
6/17/09



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 4

10

EXHIBIT

TRAIL EASEMENT

NE 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M., CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6, AND LYING WEST OF A LINE THAT IS TO BE 15 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF A TRAIL THAT IS TO BE CONSTRUCTED BY THE CITY OF GOLDEN, BEING APPROXIMATELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR NORTH 00°31'00" EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO: THENCE NORTH 64°27'56" WEST, 1326.83 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6 WITH SAID PARALLEL LINE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 33°59'00" WEST, 340.95 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 50°14'00", A RADIUS OF 1055.00 FEET, AN ARC OF 924.96 FEET, AND A CHORD WHICH BEARS NORTH 59°06'00" WEST, 895.62 FEET; THENCE NORTH 84°13'00" WEST, 254.93 FEET, MORE OR LESS, TO THE INTERSECTION WITH SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, THE FOLLOWING COURSES: ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 18°04'14", A RADIUS OF 240.00 FEET, AN ARC OF 75.69 FEET, AND A CHORD WHICH BEARS NORTH 86°45'03" EAST, 75.38 FEET; THENCE SOUTH 84°12'50" EAST, 31.47 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 08°31'36", A RADIUS OF 265.00 FEET, AN ARC OF 39.44 FEET, AND A CHORD WHICH BEARS SOUTH 79°57'02" EAST, 39.40 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 18°30'06", A RADIUS OF 285.00 FEET, AN ARC OF 92.03 FEET, AND A CHORD WHICH BEARS SOUTH 84°56'17" EAST, 91.63 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 15°22'48", A RADIUS OF 515.00 FEET, AN ARC OF 138.24 FEET, AND A CHORD WHICH BEARS SOUTH 86°29'56" EAST, 137.83 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 37°22'50", A RADIUS OF 1015.00 FEET, AN ARC OF 662.20 FEET, AND A CHORD WHICH BEARS SOUTH 60°07'07" EAST, 650.52 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 20°50'51", A RADIUS OF 210.00 FEET, AN ARC OF 76.41 FEET, AND A CHORD WHICH BEARS SOUTH 51°51'07" EAST, 75.99 FEET; THENCE ALONG A CURVE



TST INC. OF DENVER
Consulting Engineers

SHEET 3 OF 4

EXHIBIT

TRAIL EASEMENT

NE 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

TO THE RIGHT, HAVING A DELTA OF 15°14'25", A RADIUS OF 240.00 FEET, AN ARC OF 63.84 FEET, AND A CHORD WHICH BEARS SOUTH 54°39'20"EAST, 63.65 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 42°05'40", A RADIUS OF 515.00 FEET, AN ARC OF 378.36 FEET, AND A CHORD WHICH BEARS SOUTH 25°59'17"EAST, 369.91 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 03°52'11", A RADIUS OF 85.00 FEET, AN ARC OF 5.74 FEET, AND A CHORD WHICH BEARS SOUTH 06°52'33"EAST, 5.74 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 43,353 SQUARE FEET (1.00 ACRE), MORE OR LESS.

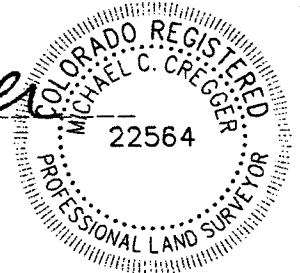
SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

6/17/2009
DATE

Michael C. Cregger

PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



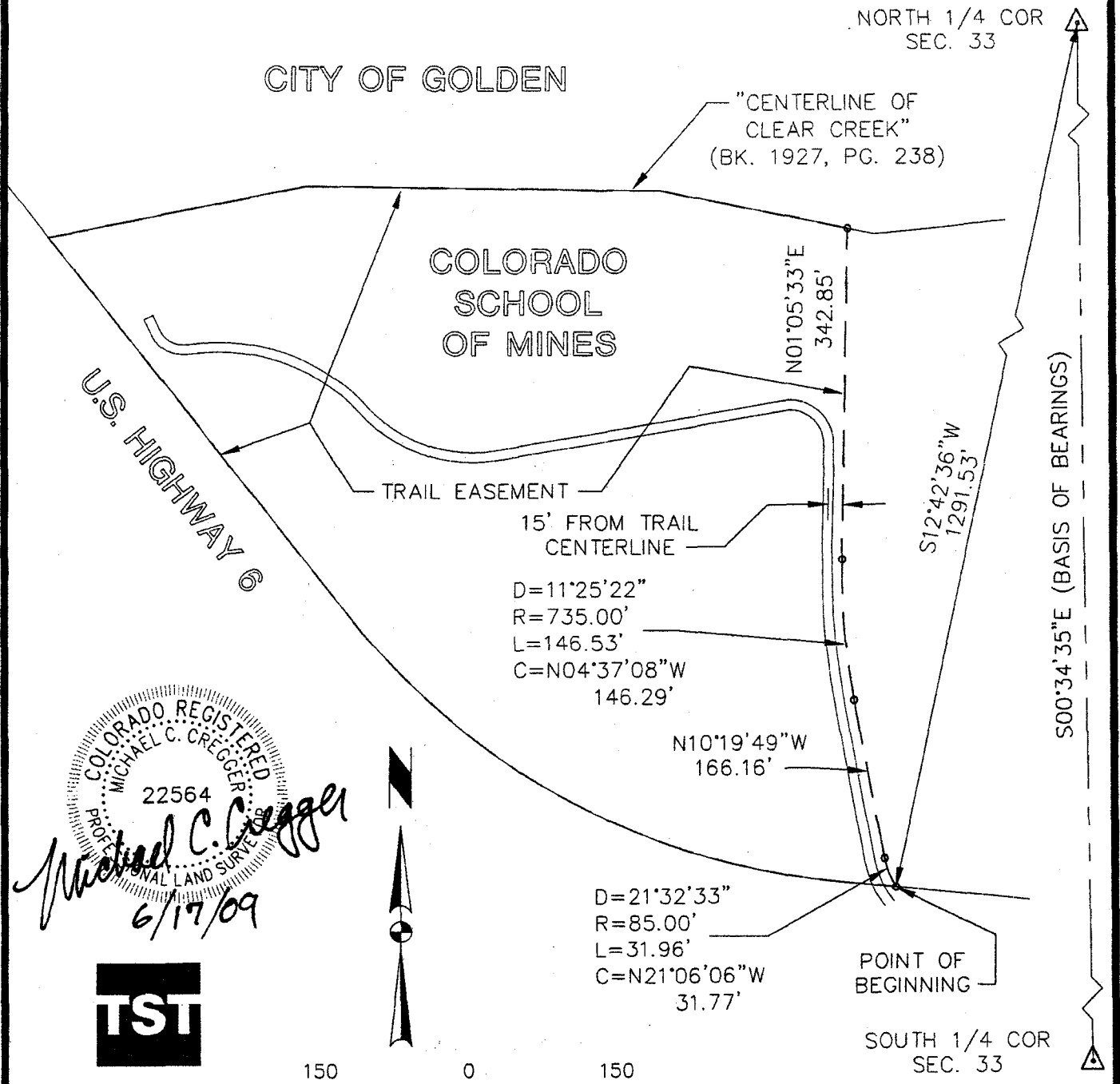
TST INC. OF DENVER
Consulting Engineers

SHEET 4 OF 4

12

EXHIBIT TRAIL EASEMENT

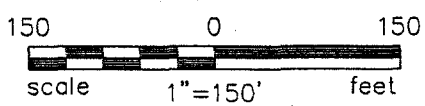
NW 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO



COLORADO REGISTERED
 MICHAEL C. CREGER
 22564
 PROFESSIONAL LAND SURVEYOR
Michael C. Creger
 6/17/09



TST INC. OF DENVER
Consulting Engineers



SHEET 1 OF 2

EXHIBIT TRAIL EASEMENT

NW 1/4 SECTION 33, T. 3 S., R. 70 W. OF THE 6TH P.M., CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, LYING SOUTH OF THE CENTERLINE OF CLEAR CREEK, AS DESCRIBED IN THAT DEED RECORDED IN BOOK 1927 AT PAGE 238, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6, AND LYING WEST OF A LINE THAT IS TO BE 15 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF A TRAIL THAT IS TO BE CONSTRUCTED BY THE CITY OF GOLDEN, WITH SAID PARALLEL LINE BEING APPROXIMATELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER CORNER OF SAID SECTION 33, AND CONSIDERING THE EAST LINE OF SAID NORTHWEST QUARTER TO BEAR SOUTH 00°34'35" EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE SOUTH 12°42'36" WEST, 1291.53 FEET, MORE OR LESS, TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6 WITH SAID PARALLEL LINE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, ALONG SAID PARALLEL LINE, THE FOLLOWING COURSES: ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 21°32'33", A RADIUS OF 85.00 FEET, AN ARC OF 31.96 FEET, AND A CHORD WHICH BEARS NORTH 21°06'06" WEST, 31.77 FEET; THENCE NORTH 10°19'49" WEST, 166.16 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 11°25'22", A RADIUS OF 735.00 FEET, AN ARC OF 146.53 FEET, AND A CHORD WHICH BEARS NORTH 04°37'08" WEST, 146.29 FEET; THENCE CONTINUING ALONG SAID PARALLEL LINE AND IT'S NORTHERLY PROJECTION, NORTH 01°05'33" EAST, 342.85 FEET, MORE OR LESS, TO THE CENTERLINE OF CLEAR CREEK, AS DESCRIBED IN SAID DEED RECORDED IN BOOK 1927 AT PAGE 238 AND THE POINT OF TERMINUS OF THIS DESCRIPTION. THE ABOVE DESCRIBED LANDS CONTAIN 8.8 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. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

DATE 6/17/2009

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564





Approximate road alignment
per Additional Provision 3

Future bikepath



Exhibit C