

RESOLUTION NO. 1901

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
ACCEPTING AN EASEMENT FOR THE PURPOSE OF ACCESS
TO A PORTION OF AN EXISTING RECREATIONAL PATH ON
PROPERTY OWNED BY MILLERCOORS, LLC**

WHEREAS, MillerCoors, LLC, owner of land crossed by a small portion of a City recreational path, has submitted a request to accept an easement for the purpose of the City operating and maintaining access to the recreational path, and;

WHEREAS, the City of Golden wishes to ensure that adequate public access is maintained through the dedication of the easement and through an agreement between the two parties;

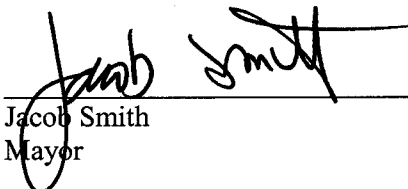
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. City Council hereby approves the access easement agreement substantially in the form attached as Exhibit A.

Section 2. The dedication of all easements and all other places designated for public use as shown in the attached agreement are hereby accepted by the City of Golden, subject however, to the condition that the City shall not undertake maintenance of any easement or other place designated for public use until after construction of said public improvement has been satisfactorily completed by the land owner and accepted in writing by the City of Golden.


Section 3. The Mayor and City Clerk are hereby authorized and directed to certify upon the easement agreement the City's approval and acceptance thereof. The City Clerk is hereby authorized and directed to file the easement agreement with the Jefferson County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Adopted this 25th day of September, 2008.



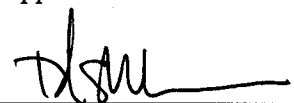
Jacob Smith
Mayor





Susan M. Brooks, MMC
City Clerk

Approved as to form:

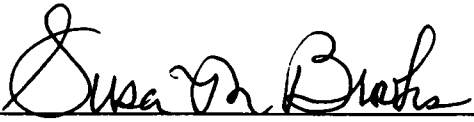


David S. Williamson
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 25th day of September, A.D., 2008.



ATTEST:


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

11/00
pc

100mz

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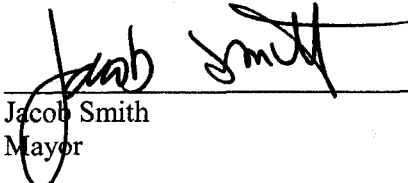
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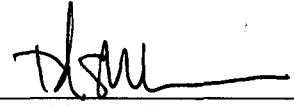
Jacob Smith
Mayor





Susan M. Brooks, MMC
City Clerk

Approved as to form:



David S. Williamson
City Attorney



2008104541


11/14/2008 08:20:56 AM 2 Page(s)
Jefferson County, Colorado

R \$11.00
D \$0.00
RES

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 25th day of September, A.D., 2008.



ATTEST:


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

EASEMENT

THIS EASEMENT, effective this ____ day of _____ 2008, by and between MillerCoors LLC ("Owner"), and the CITY OF GOLDEN, 911 10th Street, Golden, Colorado 80401, a municipal corporation ("City").

1. Consideration. For and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to the Owner, the receipt of which is hereby acknowledged, Owner hereby sells, conveys and grants unto the City a non-exclusive and perpetual easement and right-of-way over, upon, across, through, and under the property as shown and described in Exhibit A attached to and made part hereof ("Property"), for the uses and purposes and upon the terms hereinafter set forth.

2. Purpose. This easement and right-of-way is for the purpose of granting the City the right to construct, inspect, maintain, operate and use for the construction, maintenance, improvement and operation of an existing pedestrian, bicycle and recreational path, and associated appurtenances ("Improvement(s)"), upon, across, over, under, through, and within the Property and for no other purpose.

3. Reservation. Owner hereby reserves for itself, its successors and assigns all rights not specifically granted herein, including, without limitation, a right to use and access the Property for all lawful purposes, including the right of vehicular and pedestrian access over and across the Property for access to any diversionary, irrigation and water facilities located on or adjacent to the Property.

4. Covenants, Representations and Warranties of Owner and City.

(A) The Owner, for itself, its successors and assigns, does hereby covenant and agree not to construct improvements of any kind or nature whatsoever on, over, across or under the Property or to take any action of any kind or nature whatsoever which would interfere with the City's use of the Property for the purposes herein granted, except as specifically set forth herein. Owner shall have the right to temporarily close the public access to the Improvement upon at least seven (7) days' prior written notice to the City in order to perform any repairs or improvements on the Property.

(B) Owner hereby warrants and represents to the City that Owner is seized with fee title to the underlying real property; that the rights conveyed herein are free and clear of liens and encumbrances caused or entered into by Owner; and that Owner has authority to enter into this Easement.

(C) City agrees to maintain at all times during the term of this Easement, at its sole cost and expense, the Improvements in good condition and repair. City shall indemnify, defend and hold the Owner harmless from and against any and all claims, demands, and liabilities, costs and expenses (including expert fees and attorney fees) arising or resulting from the City's use or occupancy of the Property or failure to comply with its obligations under this Agreement solely to the extent authorized by law and without waiving the provision of the Colorado Government Immunity Act.

5. Survival of Indemnifications and Representations. All representations, obligations, warranties, liabilities, covenants and agreements of Owner and the City in this Easement shall survive the consummation of the transactions contemplated in this Easement; provided, however, nothing contained herein shall imply or import a covenant on the part of Owner for quiet enjoyment.

6. Notices. Any notices given under the provisions of this Easement shall be valid if deposited with the United States Postal Service addressed to Owner or to the City at the addresses stated above.

7. Binding Effect. This grant of the Easement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and all parties in interest, provided nothing contained herein shall be construed to be an abandonment or dedication of such public way to any public entity.

8. Attorneys Fees and Costs. In the event of any litigation between the parties relating to this Easement, the prevailing party shall be entitled to costs and reasonable expert and attorney fees incurred in connection with such litigation.

9. Complete Agreement. This Easement consists of all the agreements, understandings, and promises between the parties with respect to the subject matter of this Easement, and there are no agreements, understandings or promises between the parties other than those set forth in this Easement.

10. Governing Law. This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Jefferson County.

11. Statutory Protections. Nothing herein is meant to diminish in any way the protection available to Owner under Sections 33-41-101 to -106, C.R.S., as amended, or any similar provision of law.

By: _____

STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008,
by _____, as _____.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

ACCEPTED BY THE CITY OF GOLDEN THIS ____ DAY OF _____, 2008.

Jacob Smith
Mayor

ATTEST:

Susan M. Brooks, MMC
City Clerk

EXHIBIT A

LEGAL DESCRIPTION
SHEET 1 OF 2

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF GOLDEN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27 AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 TO BEAR NORTH 00°17'10" WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;
THENCE NORTH 25°04'18" EAST, A DISTANCE OF 1253.50 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FORD STREET (66 FOOT RIGHT-OF-WAY) SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE NORTH 35°54'02" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 59.87 FEET;
THENCE NORTH 54°11'52" EAST, A DISTANCE OF 30.07 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 35°28'02", A RADIUS OF 70.00 FEET, AND AN ARC LENGTH OF 43.33 FEET;
THENCE NORTH 88°38'30" EAST, A DISTANCE OF 11.50 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 88°05'05", A RADIUS OF 5.00 FEET, AND AN ARC LENGTH OF 7.69 FEET;
THENCE NORTH 00°33'26" EAST, A DISTANCE OF 23.44 FEET;
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THENCE SOUTH 01°55'34" WEST, A DISTANCE OF 46.52 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°08'10", A RADIUS OF 65.00 FEET, AND AN ARC LENGTH OF 59.15 FEET;
THENCE SOUTH 54°03'44" WEST, A DISTANCE OF 46.87 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS A CALCULATED AREA OF 5,488 SQUARE FEET, OR 0.126 ACRE, MORE OR LESS.

I, WILLIAM F. HESSELBACH, JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

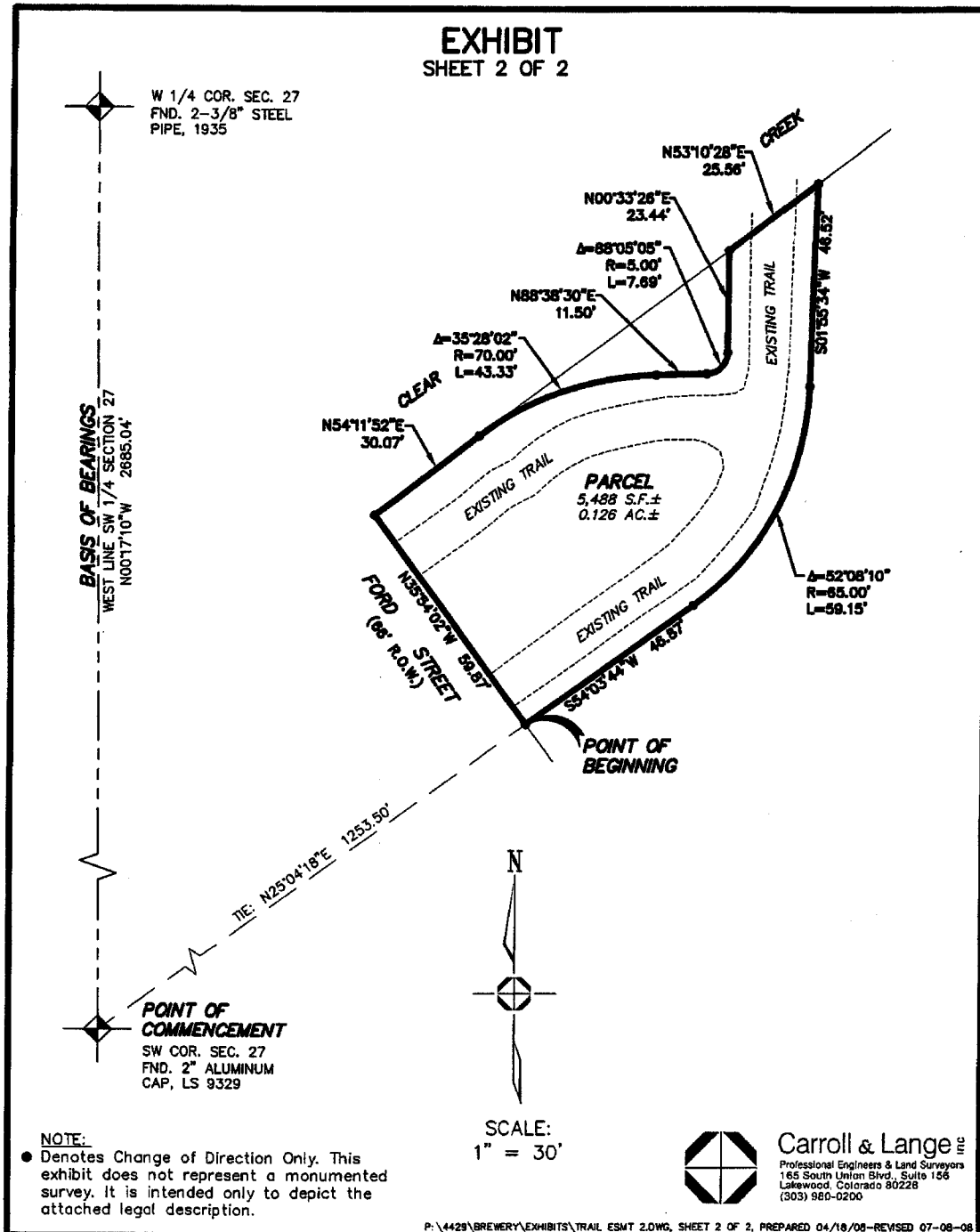
WILLIAM F. HESSELBACH, JR., L.S. 25369
FOR AND ON BEHALF OF CARROLL & LANGE, INC.

DATE

7/8/68



Carroll & Lange
Professional Engineers & Land Surveyors
165 South Union Blvd., Suite 156
Lafayette, Colorado 80228
(303) 960-0200



EASEMENT

THIS EASEMENT, effective this ____ day of _____ 2008, by and between MillerCoors LLC ("Owner"), and the CITY OF GOLDEN, 911 10th Street, Golden, Colorado 80401, a municipal corporation ("City").

1. Consideration. For and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to the Owner, the receipt of which is hereby acknowledged, Owner hereby sells, conveys and grants unto the City a non-exclusive and perpetual easement and right-of-way over, upon, across, through, and under the property as shown and described in Exhibit A attached to and made part hereof ("Property"), for the uses and purposes and upon the terms hereinafter set forth.

2. Purpose. This easement and right-of-way is for the purpose of granting the City the right to construct, inspect, maintain, operate and use for the construction, maintenance, improvement and operation of an existing pedestrian, bicycle and recreational path, and associated appurtenances ("Improvement(s)"), upon, across, over, under, through, and within the Property and for no other purpose.

3. Reservation. Owner hereby reserves for itself, its successors and assigns all rights not specifically granted herein, including, without limitation, a right to use and access the Property for all lawful purposes, including the right of vehicular and pedestrian access over and across the Property for access to any diversionary, irrigation and water facilities located on or adjacent to the Property.

4. Covenants, Representations and Warranties of Owner and City.

(A) The Owner, for itself, its successors and assigns, does hereby covenant and agree not to construct improvements of any kind or nature whatsoever on, over, across or under the Property or to take any action of any kind or nature whatsoever which would interfere with the City's use of the Property for the purposes herein granted, except as specifically set forth herein. Owner shall have the right to temporarily close the public access to the Improvement upon at least seven (7) days' prior written notice to the City in order to perform any repairs or improvements on the Property.

(B) Owner hereby warrants and represents to the City that Owner is seized with fee title to the underlying real property; that the rights conveyed herein are free and clear of liens and encumbrances caused or entered into by Owner; and that Owner has authority to enter into this Easement.

(C) City agrees to maintain at all times during the term of this Easement, at its sole cost and expense, the Improvements in good condition and repair. City shall indemnify, defend and hold the Owner harmless from and against any and all claims, demands, and liabilities, costs and expenses (including expert fees and attorney fees) arising or resulting from the City's use or occupancy of the Property or failure to comply with its obligations under this Agreement solely to the extent authorized by law and without waiving the provision of the Colorado Government Immunity Act.

5. Survival of Indemnifications and Representations. All representations, obligations, warranties,

liabilities, covenants and agreements of Owner and the City in this Easement shall survive the consummation of the transactions contemplated in this Easement; provided, however, nothing contained herein shall imply or import a covenant on the part of Owner for quiet enjoyment.

6. Notices. Any notices given under the provisions of this Easement shall be valid if deposited with the United States Postal Service addressed to Owner or to the City at the addresses stated above.

7. Binding Effect. This grant of the Easement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and all parties in interest, provided nothing contained herein shall be construed to be an abandonment or dedication of such public way to any public entity.

8. Attorneys Fees and Costs. In the event of any litigation between the parties relating to this Easement, the prevailing party shall be entitled to costs and reasonable expert and attorney fees incurred in connection with such litigation.

9. Complete Agreement. This Easement consists of all the agreements, understandings, and promises between the parties with respect to the subject matter of this Easement, and there are no agreements, understandings or promises between the parties other than those set forth in this Easement.

10. Governing Law. This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Jefferson County.

11. Statutory Protections. Nothing herein is meant to diminish in any way the protection available to Owner under Sections 33-41-101 to -106, C.R.S., as amended, or any similar provision of law.

By: _____

STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____, as _____.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

ACCEPTED BY THE CITY OF GOLDEN THIS ____ DAY OF _____, 2008.

Jacob Smith
Mayor

ATTEST:

Susan M. Brooks, MMC
City Clerk

EXHIBIT A

LEGAL DESCRIPTION

SHEET 1 OF 2


LEGAL DESCRIPTION

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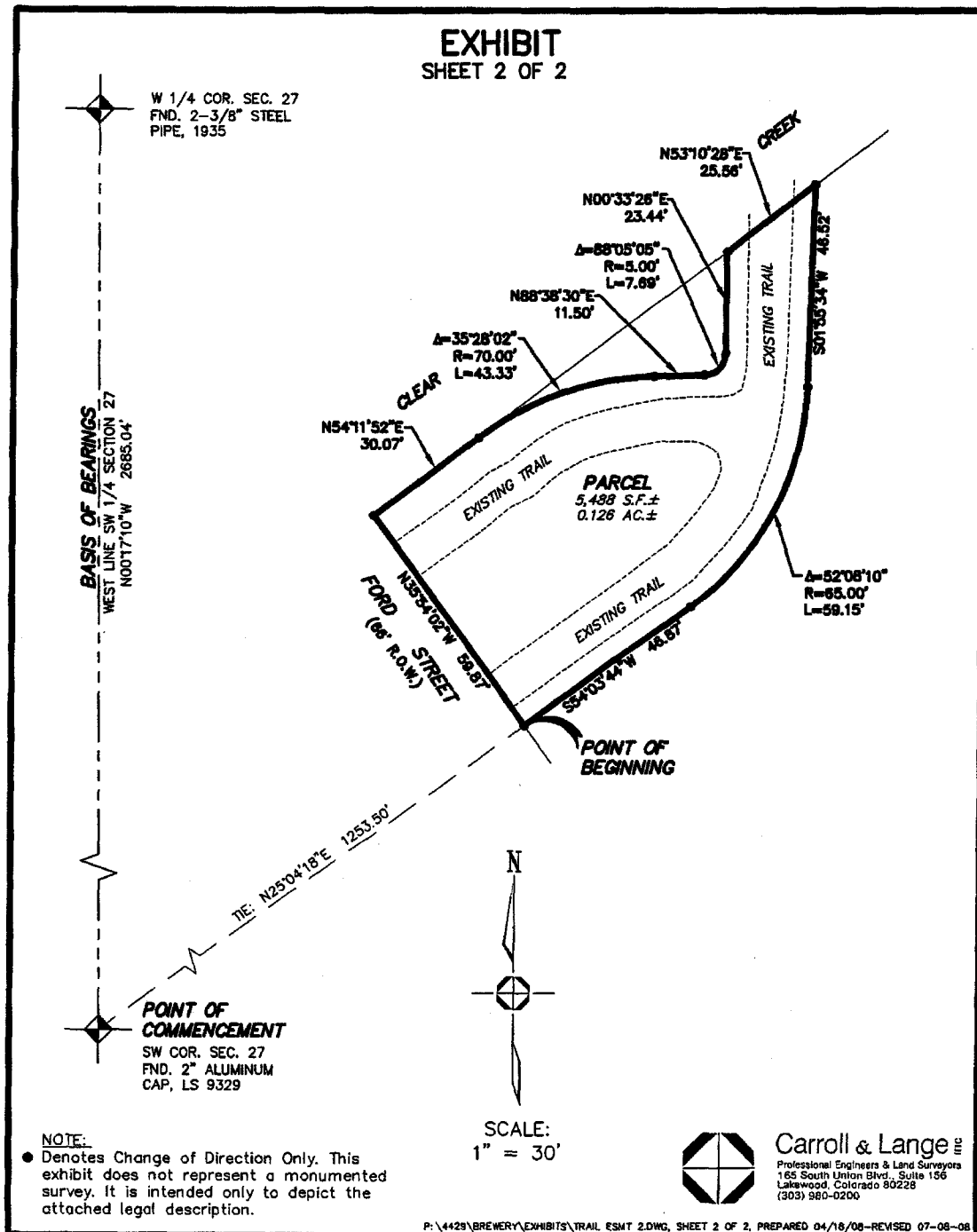

WILLIAM F. HESSELBACH, JR., L.S. 25369
FOR AND ON BEHALF OF CARROLL & LANGE, INC.

DATE 7/8/68



Carroll & Lange
Professional Engineers & Land Surveyors
166 South Union Blvd., Suite 156
Lakewood, Colorado 80226
(303) 960-0200

EXHIBIT SHEET 2 OF 2





R \$26.00

D \$0.00

EASE

2008104542

11/14/2008 08:20:56 AM 5 Page(s)

Jefferson County, Colorado

EASEMENT

26⁰⁰
SC

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1-5

1. Consideration. For and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to the Owner, the receipt of which is hereby acknowledged, Owner hereby sells, conveys and grants unto the City a non-exclusive and perpetual easement and right-of-way over, upon, across, through, and under the property as shown and described in Exhibit A attached to and made part hereof ("Property"), for the uses and purposes and upon the terms hereinafter set forth.

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2
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[SIGNATURES FOLLOW ON NEXT PAGE]

MILLERCOORS LLC

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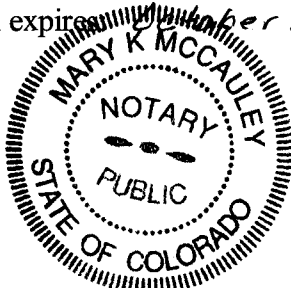
By: Jeanine Wasielewski
Name: Jeanine Wasielewski
Title: Head of Information Technology
(i.e., Chief Information Officer)

STATE OF COLORADO)
) ss:
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 9th day of October, 2008, by Mary K. McCauley, as Notary Public.

Witness my hand and official seal.

My commission expires November 11, 2011



Mary K. McCauley
NOTARY PUBLIC

ACCEPTED BY THE CITY OF GOLDEN THIS 25th DAY OF September, 2008.

Jacob Smith
Jacob Smith
Mayor

ATTEST:

Susan M. Brooks
Susan M. Brooks, MMC
City Clerk



EXHIBIT A

LEGAL DESCRIPTION

SHEET 1 OF 2

LEGAL DESCRIPTION

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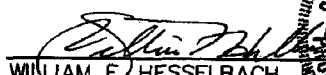
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WILLIAM F. HESSELBACH, JR., P.L.S. 25369
FOR AND ON BEHALF OF CARROLL & LANGE, INC.

DATE

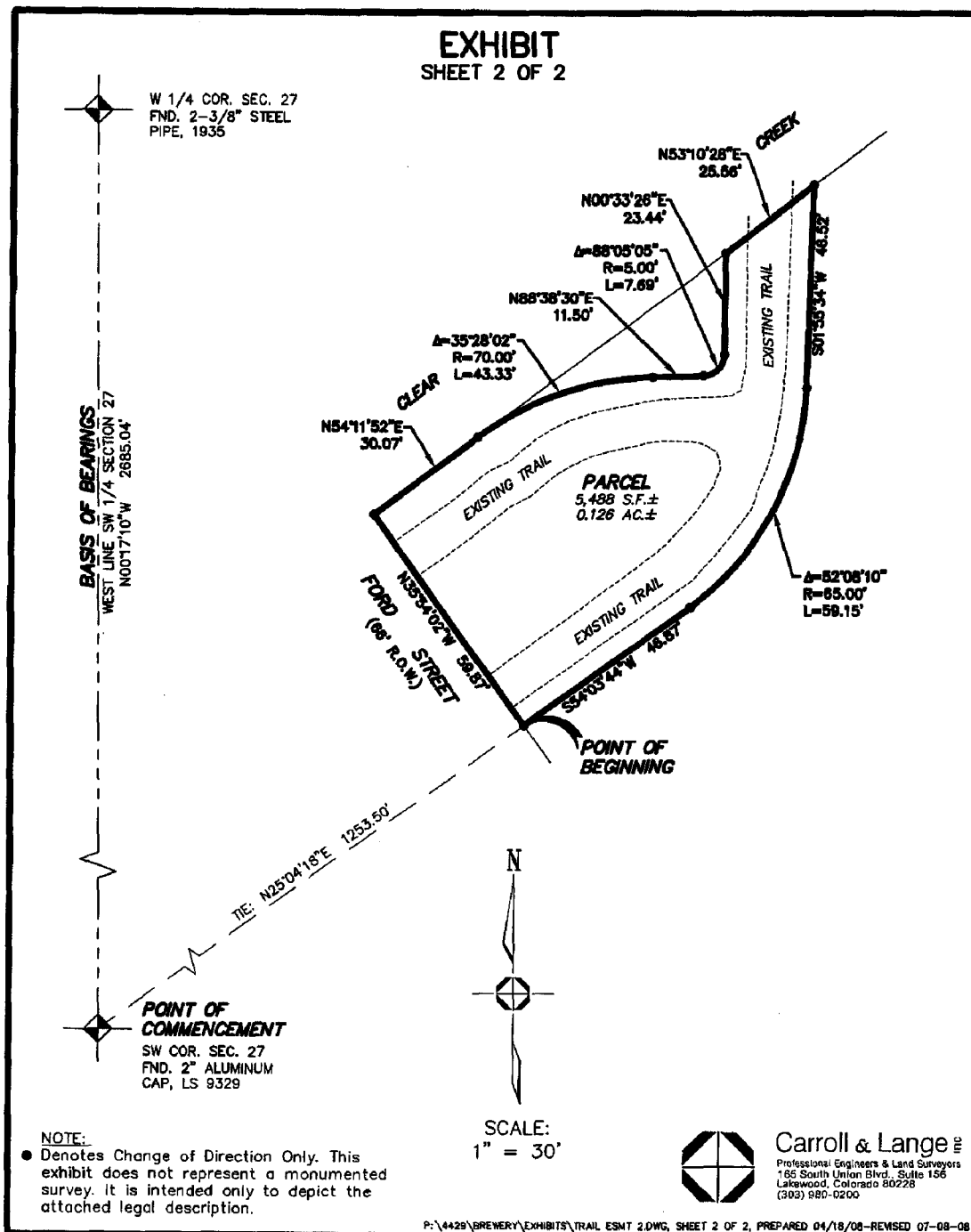
7/8/68



Carroll & Lange INC.
Professional Engineers & Land Surveyors
165 South Union Blvd., Suite 166
Lakewood, Colorado 80228
(303) 980-0200

EXHIBIT A

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Return to:
City Clerk
914 10th St.
Golden, CO 80401