

RESOLUTION NO. 1917

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
ACCEPTING A UTILITY EASEMENT ON PROPERTY OWNED
BY STREETCONE, LLC**

WHEREAS, STREETCONE, LLC, owner of land at 1150 Catamount Drive, including a new public waterline, has submitted a request to accept an easement for the purpose of the City operating and maintaining access to the public waterline, 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;

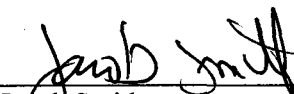
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

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

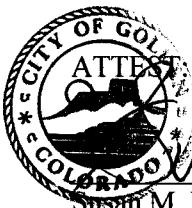

Section 2. The dedication of all easements and all other places designated for public use as shown in the attached agreement are hereby accepted by the City of Golden, subject however, to the condition that the City shall not undertake maintenance of any easement or other place designated for public 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 23rd day of October, 2008.

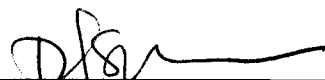


Jacob Smith
Mayor

Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:

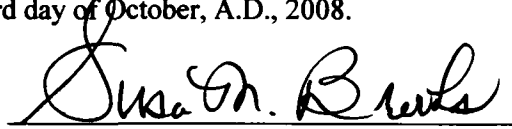


David S. Williamson
City Attorney

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 23rd day of October, A.D., 2008.



ATTEST:



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

EASEMENT

THIS EASEMENT, effective this 2nd day of October 2008, by and between STREETCONE LLC whose address is 877 Island Avenue, #606, San Diego, CA 92101 ("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 water and wastewater utility lines, 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.

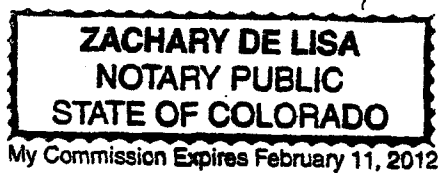
By: Christopher M. Cone
Christopher M. Cone


STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 7th day of October, 2008, by Christopher Cone, as Attorney in fact

Witness my hand and official seal.

My commission expires: 2/11/2012





NOTARY PUBLIC

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

Jacob Smith
Mayor

ATTEST:

Susan M. Brooks, MMC
City Clerk

EXHIBIT-10' WATERLINE EASEMENT

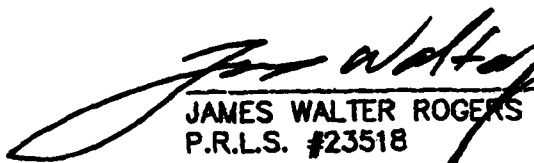
LOCATED IN LOT 7 KILGORE PROPERTY ANNEXATION NO. 3, IN THE WEST 1/2 OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 1 OF 2

LEGAL DESCRIPTION - WATERLINE EASEMENT

A WATERLINE EASEMENT OVER AND ACROSS A PORTION OF LOT 7 KILGORE PROPERTY ANNEXATION NO. 3 IN THE WEST 1/2 OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 70 WEST, 6TH P.M. COUNTY OF JEFFERSON, STATE OF COLORADO, FOR THE PURPOSE OF ACCESS AND MAINTENANCE BEING 10 FEET WIDE, 5 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE S16°16'28"W, 93.20 FEET ALONG THE THE EASTERLY BOUNDARY LINE OF SAID LOT 7 TO THE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY BOUNDARY LINE N75°16'43"W, 64.75 FEET TO AN ANGLE POINT; THENCE N14°31'43"E, 104.43 FEET TO AN ANGLE POINT; THENCE N27°02'18"W, 114.92 FEET TO AN ANGLE POINT; THENCE S59°17'43"W, 8.63 FEET TO AN ANGLE POINT; THENCE N28°17'57"W, 9.66 FEET TO AN ANGLE POINT; THENCE S64°05'51"W, 9.09 FEET TO AN EXISTING FIRE HYDRANT, SAID POINT BEING THE POINT OF TERMINUS


JAMES WALTER ROGERS
P.R.L.S. #23518



ADVANCED SURVEYING SERVICES INC.
LAND SURVEYORS •

ASS INC.

29029 UPPERBEAR CREEK ROAD

Suite 306

JOHNSTON CONSTRUCTION

EVERGREEN, CO 80439

(303) 674-0089

Date: 10/01/08

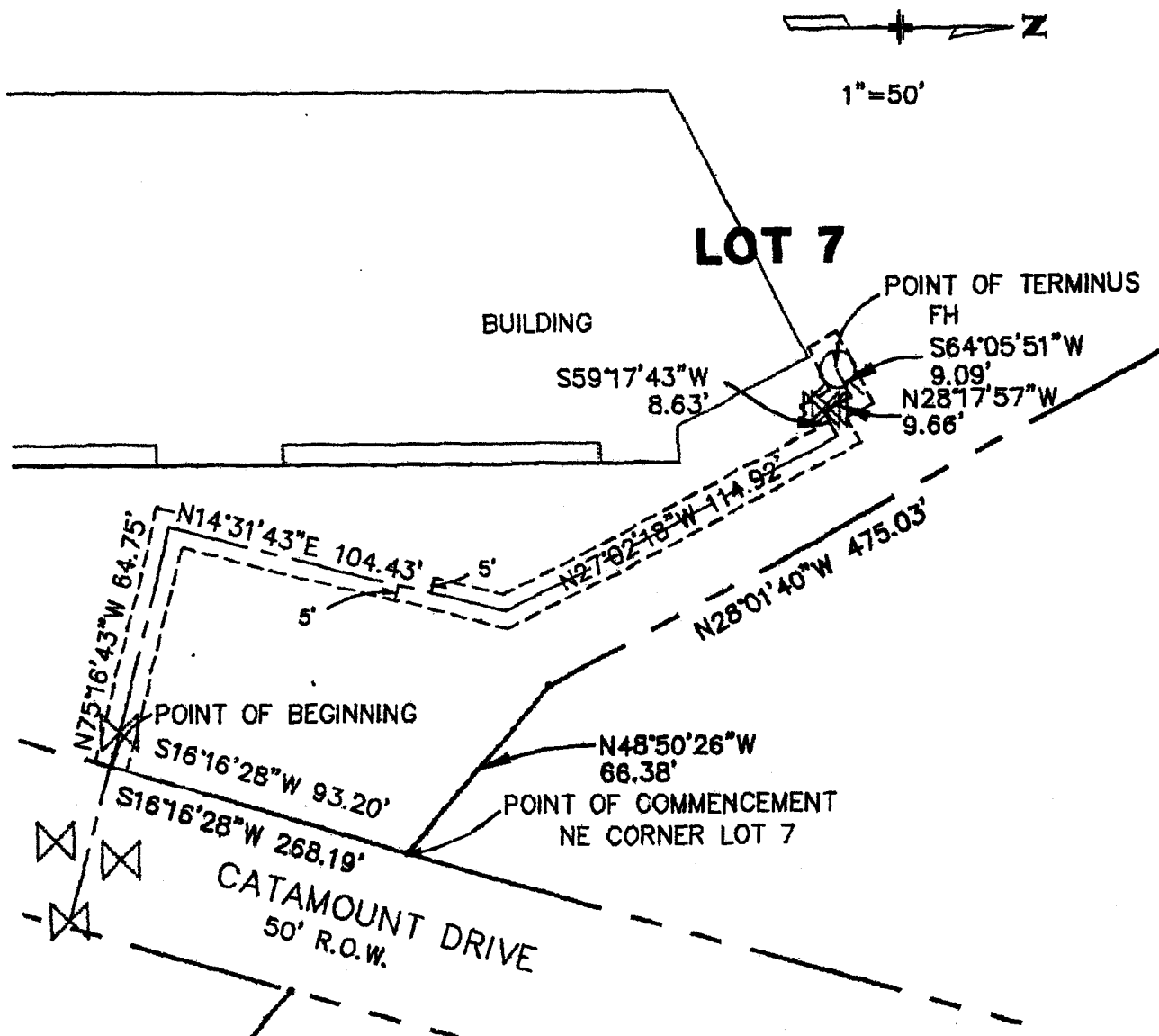
Job No. E071088

FAX (303) 674-0189

DESIGNED BY: JB		REVISIONS			
CHECKED BY: JB	NO.	DESC.	DATE	BY	
DRAWING NAME: C:\PROJECTS\E071088.DWG					

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COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 2 OF 2



ASS INC. ADVANCED SURVEYING SERVICES INC. LAND SURVEYORS • 29029 UPPERBEAR CREEK ROAD Suite 306 JOHNSTON CONSTRUCTION EVERGREEN, CO 80439 Date: 10/01/08 Job No. E-071088 FAX (303) 674-0169		DESIGNED BY: JB		REVISIONS		
		CHECKED BY: JB	NO.	DESC.	DATE	BY
		DRAWING NAME: C:\PROJECTS\E071088.DWG				



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12/30/2008 11:33:34 AM 5 Page(s)

Jefferson County, Colorado

R \$26.00

D \$0.00

EASE

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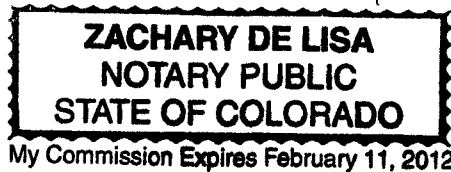
By: Christopher M. Cone
Christopher M. Cone

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 7th day of October, 2008, by Christopher Cone, as ~~Attorney in fact~~ 3

Witness my hand and official seal.

My commission expires: 2/11/2012



[Signature]
NOTARY PUBLIC

ACCEPTED BY THE CITY OF GOLDEN THIS 23rd DAY OF October, 2008.

[Signature: Jacob Smith]
Jacob Smith
Mayor

ATTEST:

[Signature: Susan M. Brooks]
Susan M. Brooks, MMC
City Clerk

EXHIBIT A

NOTARY PUBLIC
STATE OF ILLINOIS
JANUARY 1, 1991

KK

EXHIBIT-10' WATERLINE EASEMENT

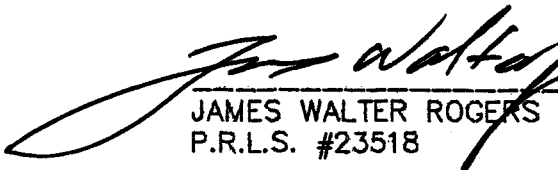
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JAMES WALTER ROGERS
P.R.L.S. #23518



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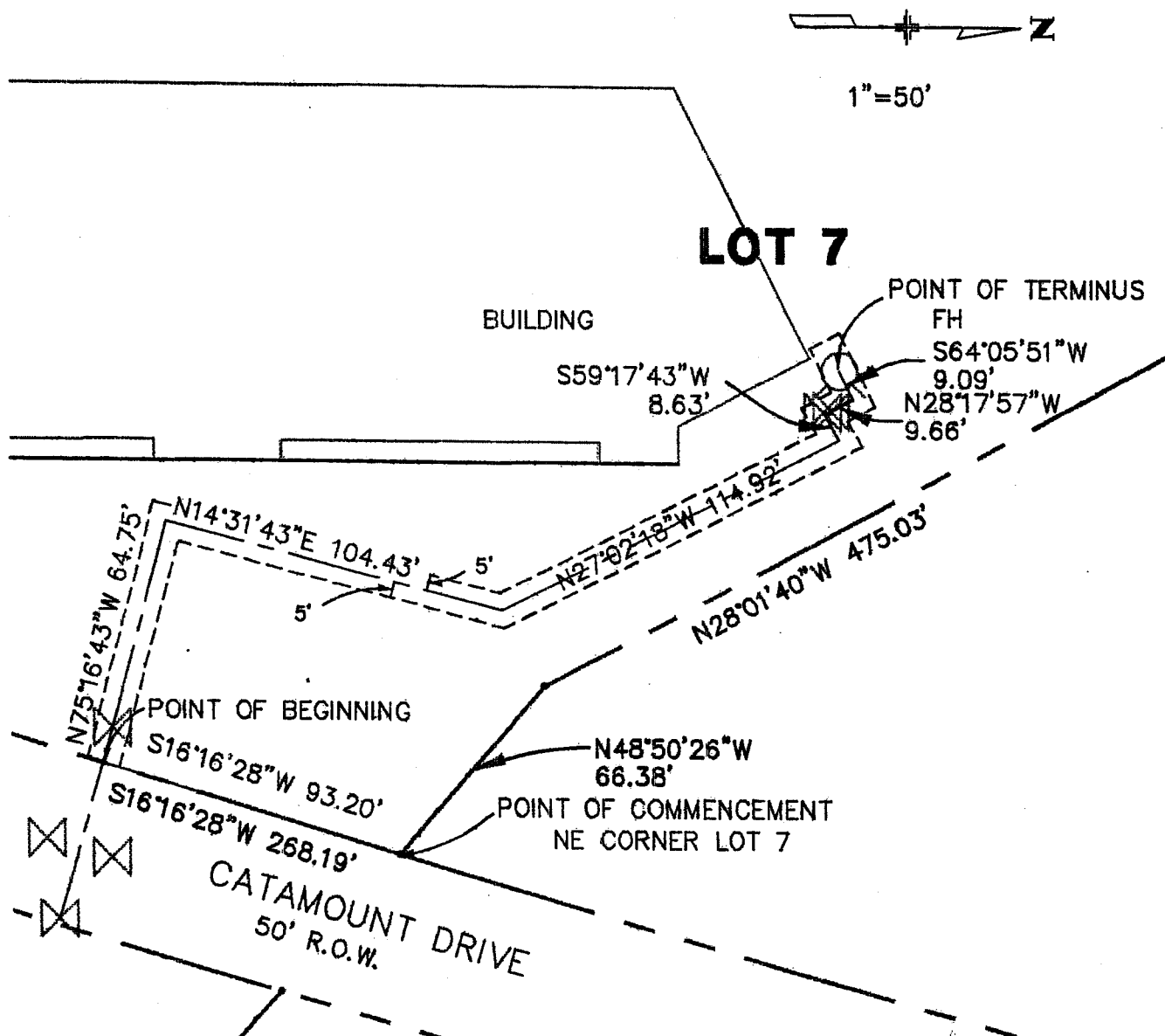
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Date: 10/01/08 Job No. E071088

DESIGNED BY: JB		REVISIONS			
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DRAWING NAME: C:\PROJECTS\E071088.DWG

Res. 1917

Return to:

City Clerk

911 10th St.

Golden, CO 80401