

RESOLUTION NO. 1972

**A RESOLUTION OF THE GOLDEN CITY COUNCIL ACCEPTING
AN AGREEMENT CONVEYING AN EASEMENT TO THE CITY
FROM LEON BACHMAN, EUGENE BACHMAN, ALBERT
BACHMAN, AND JAMES BACHMAN**

WHEREAS, the Lena Gulch culvert under Heritage Road requires emergency replacement due to a partial collapse at the west end; and

WHEREAS, the Lena Gulch culvert under Heritage Road extends slightly east of the Heritage Road right of way; and

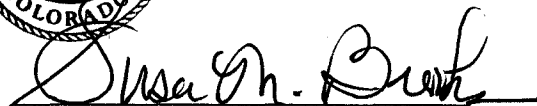
WHEREAS, the City of Golden has requested that the affected property owners grant a temporary and permanent easement to accommodate replacement of the culvert.

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.

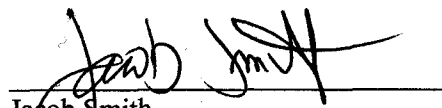
Adopted this 11th day of June, 2009.




Susan M. Brooks, MMC
City Clerk

Approved as to form:


David S. Williamson
City Attorney


Jacob Smith
Mayor

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 11th day of June, A.D., 2009.



ATTEST:

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

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

Exhibit A

EASEMENT

THIS EASEMENT, effective this ____ day of _____ 2009, by and between Leon Bachman, Eugene Bachman, Albert Bachman, and James Bachman ("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) 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 an exclusive and permanent 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 a storm drainage culvert and drainage improvements and associated appurtenances ("Improvement(s)"), upon, across, over, under, through, and within the Property.

3. Temporary Construction Easement. Owner also conveys and grants to the City the right to use so much of the land adjoining the Property of the Owner as shown in Exhibit B as shall be reasonably necessary to enable workers and equipment to properly and conveniently construct and install such public Improvement(s) upon, within, over, under through and across said easement; provided, however, the City shall restore the land and property used for such construction purposes to original conditions and shall repair any damage to adjoining land, property or structures as a result of said construction and installation except for replacement of grass, trees, shrubs, if the removal of such is necessary for said construction and installation of aforesaid. This temporary construction easement shall terminate on September 1, 2009.

4. Representations and Warranties of Owner.

(A) The Owner, for itself, its successors, assigns and all parties with interest in the Property, 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 or fail 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.

(B) Owner hereby warrants and represents to the City that Owner is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed herein are free and clear of liens and encumbrances; and that Owner has sole and exclusive authority to enter into this Easement.

5. Survival of Indemnifications and Representations. All representations, obligations, warranties, liabilities, covenants and agreements of Owner 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.

By: _____
LEON BACHMAN

By: _____
EUGENE BACHMAN

By: _____
ALBERT BACHMAN

By: _____
JAMES BACHMAN

STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by Leon Bachman, Eugene Bachman, Albert Bachman, and James Bachman.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

ACCEPTED BY THE CITY OF GOLDEN THIS ____ DAY OF _____, 200__.

Jacob Smith
Mayor

ATTEST:

Susan M. Brooks, MMC
City Clerk