

**RESOLUTION NO. 1585**

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
ACCEPTING THE CONVEYANCE OF UTILITY EASEMENTS  
FROM JEFFERSON COUNTY**

WHEREAS, Jefferson County is currently constructing a new Workforce Development Building at 3500 Illinois Street, hereinafter referred to as the Project; and

WHEREAS, construction of the Project includes construction of new water mains, sanitary sewer mains, fire hydrants, manholes, and associated appurtenances; and

WHEREAS, the City of Golden will be accepting said mains and associated appurtenances for maintenance once they are constructed to City standards; and

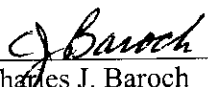
WHEREAS, said mains are required to be in easements conveyed by the property owner to the City; and

WHEREAS, Jefferson County is prepared to convey the required easements to the City of Golden and City Council wishes to accept such grants.


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

That the easements conveyed by Jefferson County for utilities that will serve the Workforce Development Building Project at 3500 Illinois Street, as more particularly set forth in Exhibits A through C attached hereto, are hereby accepted by the City of Golden.

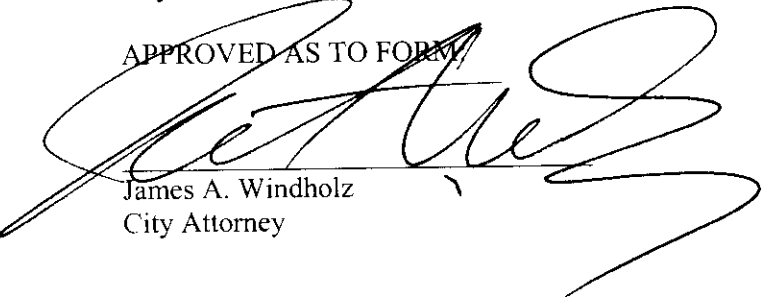
Adopted this 25<sup>th</sup> day of August, 2005.

  
\_\_\_\_\_  
Charles J. Baroch  
Mayor

ATTEST:

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

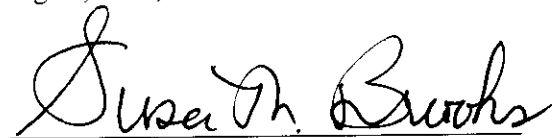
APPROVED AS TO FORM

  
\_\_\_\_\_  
James A. Windholz  
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 meeting thereof held on the 25th day of August, A.D., 2005.

(SEAL)

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

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate ("Grantor") and the **CITY OF GOLDEN, STATE OF COLORADO**, a municipal corporation, whose address is 911 10<sup>th</sup> Street, Golden, Colorado 80401 ("Grantee").

### RECITALS

Grantee has requested, and Grantor is willing to convey, an easement, over a portion of real property owned by Grantor, legally described at Exhibit A, attached hereto and incorporated herein (the "Easement Property").

NOW THEREFORE, in consideration of \$ Ten Dollars and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor, the parties hereby agree as follows:

### ARTICLE I: GRANT OF EASEMENT

1. In accordance with the terms herein, Grantor hereby grants to Grantee a nonexclusive, permanent easement over, under and across the Easement Property for the installation of water and sewer lines, together with all rights and privileges as are necessary to the reasonable and proper use of the Easement Property, including the construction, repair and maintenance of related improvements (the "Easement Improvements") for the limited purposes stated herein.

2. Grantor reserves the right to use and occupy the Easement Property for any purpose not inconsistent with the rights and privileges granted herein and which would not unreasonably interfere with Grantee's use thereof. Grantor will not install or place permanent improvements or landscaping in or upon the Easement Property without the prior written approval of Grantee.

### ARTICLE II: GENERAL PROVISIONS

3. Upon completion of the construction or of any subsequent maintenance of the Easement Improvements, Grantee shall, at its sole cost and expense, and to the satisfaction of Grantor, promptly restore the Easement Property as closely as possible to its condition prior to installation of the Easement Improvements.

4. Grantor shall not be liable to Grantee or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by Grantee, its contractors, subcontractors, agents, employees, licensees, or invitees of the Easement Property, failure to maintain the Easement Improvements, or by reason of any act or thing done or omitted to be done during the term of this Easement Agreement by Grantee, its contractors, subcontractors, agents, employees, licensees, or invitees.

5. To the full extent permitted by law, the Grantee indemnifies and holds Grantor harmless from any and all loss or damage, and claims of loss or damage, including without limitation attorneys' fees, sustained or incurred by Grantor resulting from any loss or injury or damage to any person or property related to the exercise of rights granted herein, or any act or thing done or omitted to be done during the term of this Easement Agreement by Grantee, its contractors, subcontractors, agents, employees, permittees, or invitees, to the extent such loss, injury, or damage is caused by the negligence or willful misconduct of Grantee or its contractors, subcontractors, agents, employees, permittees, or invitees. The obligations of Grantee hereunder shall survive termination of this Easement Agreement.

6. If either party determines that the other party is in violation of the terms of this Easement Agreement (the "Alleging Party"), it shall give written notice of such violation and demand corrective action sufficient to cure the violation. If the other party fails to, at its sole cost and expense, cure the violation within thirty (30) days after the receipt of the notice of such alleged breach, or under the circumstances where violations cannot reasonably be cured within such thirty (30) day period, if the other party fails to begin curing such violation within such thirty (30) day period and fails, at its sole cost and expense to continue diligently to cure such violation until finally cured, then the Alleging Party may institute a suit to enforce the terms of this Easement Agreement (including by specific performance) to enjoin the violation by injunction, and to recover any damages to which such party may be entitled for violation of the terms of this Easement Agreement. The prevailing party to any legal action brought to enforce the terms of this Easement Agreement that shall be entitled to all costs of suit, including, without limitation, reasonable attorneys' fees.

7. Enforcement of the terms of this Easement Agreement will be at the discretion of the parties and any forbearance by either party to exercise its rights herein will not be deemed or construed to be a waiver of such breach or of any subsequent breach of the same or any other term of this Easement Agreement or of any of the parties' rights under this Easement Agreement. No delay or omission by any party in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver.

8. Grantor makes no representation, nor will Grantor be liable to Grantee, with respect to title to the Easement Property and any prior encumbrance that may affect title to any portion of the Easement Property. This Easement Agreement is subject to all prior encumbrances, restrictions, rights, claims and interests of record, or otherwise.

9. Grantee covenants, represents, and warrants that: (a) Hazardous Materials will not be handled, treated, used, placed, stored, or otherwise kept, or transported on or across any portion of the Easement Property without the prior written approval of the Grantor; and upon any such approval (b) any handling, transportation, storage, treatment, or usage of Hazardous Materials which may occur on or across any portion of the Easement Property will be in compliance with federal, state, and local laws, regulations, and ordinances. To the extent permitted by law, Grantee will indemnify and hold harmless Grantor and its respective agents and employees from and against any and all claims, lawsuits, damages, costs, losses, judgments, of any nature whatsoever, including attorneys' fees, suffered or incurred by Grantor, arising from a breach of the covenants and warranties contained in this paragraph, or as a result of conditions

created or acts performed or omitted by Grantee, its employees, agents, contractors, permittees, invitees, or assigns. Such indemnity and covenant to hold harmless shall survive the termination of this Easement Agreement. The term "Hazardous Materials" herein means any hazardous, toxic, or dangerous substances, materials, or wastes which are regulated under any applicable county, municipal, state, or federal law, rule, ordinance, direction, or regulation.

10. Grantee, at its sole cost and expense, shall restore the Easement Area to its prior condition, as near as reasonably practicable, promptly after completion of any work under this Easement Agreement. In addition, Grantee, at its sole cost and expense, shall repair or replace any improvements that are on or within the Easement Property at the time of the grant of this Easement, and which are damaged or destroyed by Grantee during the course of Grantee's exercise of its rights hereunder. Grantee further agrees that the Grantor is only obligated to repair or replace any portion of Grantee's Easement Improvements damaged by their respective negligent use and occupancy of the Easement Property.

11. This Easement Agreement may be executed in counterparts, each of which, taken as a whole, shall constitute but a single instrument.

12. Nothing granted hereunder is intended to convey or imply the approval of any federal, state, or local regulatory or governmental agency, including Jefferson County, with respect to any actions which Grantee may desire to take under the terms of this Agreement or otherwise relating to the Easement Property.

13. This Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Jefferson, State of Colorado.

14. This Easement shall run with the land and be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

15. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

16. This written Easement Agreement constitutes the entire agreement of the parties. No provisions regarding the subject matter of this Easement Agreement, other than those expressly set forth herein, will be of any force and effect. No modification, change or alteration of this Easement Agreement will be of any force or effect, unless in writing and signed by the parties.

17. All notices, demands, requests and other communications required or permitted under this Easement Agreement will be in writing and will be deemed delivered when actually received or, if by telecopy, on the next business day after receipt, or, if earlier, and regardless whether actually

received or not, three days after deposit in the United States mails, first class, postage prepaid, registered or certified addressed as follows:

if to Grantee: City of Golden  
911 10<sup>th</sup> Street  
Golden, CO 80401  
Attn: \_\_\_\_\_

if to the Grantor: Jefferson County Division of Property Management  
700 Jefferson County Parkway, Suite 300  
Golden, CO 80419  
Attn: Director

with a copy to: Jefferson County Attorney's Office  
100 Jefferson County Parkway  
Golden, CO 80419-5500

Any party may change its address by giving notice to the other parties as provided for above.

18. Each party expressly reserves the right to assert all defenses and liability limitations provided by law, including, without limitation, the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.* or any successor acts or provisions.

19. If Grantee shall abandon its rights herein granted and cease to use the same, all right, title and interest of Grantee hereunder shall cease and terminate and the Grantor shall hold the Property, as the same may then be, free from Grantee's rights so abandoned and shall own all materials, structures and facilities of Grantee so abandoned.

20. Nothing contained in this Easement Agreement will be construed to entitle either party to bring any action against the other for any injury to or change in the Easement Property resulting from causes beyond a party's control, including, without limitation, use of the Easement Property by the general public, fire, flood, storm, and earth movement, or from any prudent action taken by either party under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Property, or injury or loss of life to any natural person, resulting from any such causes.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

COUNTY OF JEFFERSON  
STATE OF COLORADO

51

STATE OF COLORADO )

) SS.

COUNTY OF JEFFERSON )

The foregoing EASEMENT AGREEMENT was acknowledged before me this \_\_\_\_\_

day of \_\_\_\_\_, 2005 by \_\_\_\_\_, as \_\_\_\_\_

of the CITY OF GOLDEN.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_

Notary Public



## EXHIBIT A

### Legal Description of Easement Property

EXHIBIT A – PAGE 1 OF 2

SEWER EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF GOLDEN, COUNTY OF JEFFERSON, STATE OF COLORADO, SAID PARCEL ALSO BEING A PORTION OF BLOCK 2 FOOTHILLS BUSINESS PARK-FILING 1, RECEPTION NO. 82090311 OF THE JEFFERSON COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL C AS DESCRIBED AT RECEPTION NO. F1288286 OF THE JEFFERSON COUNTY RECORDS, SAID NORTHWEST CORNER BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 6;

THENCE NORTH 33°48'37" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1260.86 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 33°48'37" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 44.06 FEET;

THENCE SOUTH 60°48'12" EAST A DISTANCE OF 56.54 FEET;

THENCE SOUTH 34°19'01" EAST A DISTANCE OF 165.92 FEET;

THENCE SOUTH 77°02'38" EAST A DISTANCE OF 90.34 FEET;

THENCE SOUTH 73°44'04" EAST A DISTANCE OF 64.77 FEET;

THENCE SOUTH 16°19'10" EAST A DISTANCE OF 228.94 FEET;

THENCE SOUTH 44°47'13" EAST A DISTANCE OF 232.46 FEET;

THENCE SOUTH 45°12'47" WEST A DISTANCE OF 20.00 FEET;

THENCE NORTH 44°47'13" WEST A DISTANCE OF 237.54 FEET;

THENCE NORTH 16°19'10" WEST A DISTANCE OF 223.06 FEET;

THENCE NORTH 73°44'04" WEST A DISTANCE OF 53.23 FEET;

THENCE NORTH 77°02'38" WEST A DISTANCE OF 97.59 FEET;

THENCE NORTH 34°19'01" WEST A DISTANCE OF 169.04 FEET;

EXHIBIT A – PAGE 2 OF 2

THENCE NORTH 60°48'12" WEST A DISTANCE OF 12.57 FEET TO THE **POINT OF BEGINNING**, SAID PARCEL CONTAINS 16,320 SQUARE FEET (0.3747 ACRES) MORE OR LESS.

**BASIS OF BEARING:**

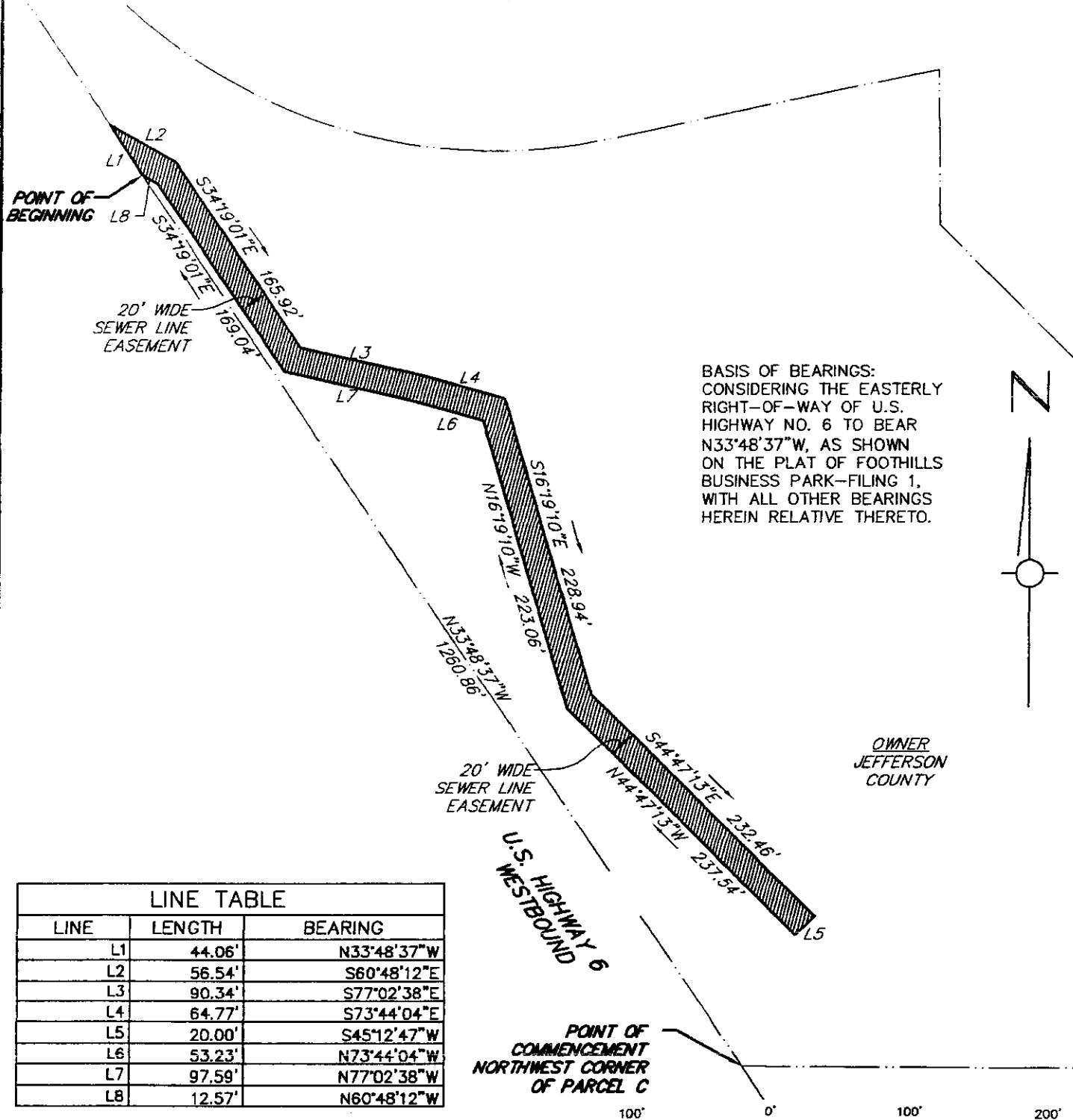
CONSIDERING THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 6 TO BEAR N33°48'37"W. AS SHOWN ON THE PLAT OF FOOTHILLS BUSINESS PARK-FILING 1, WITH ALL OTHER BEARINGS HEREIN RELATIVE THERETO.



*James V. Hastings* 8/3/05  
JAMES V. HASTINGS  
COLORADO, P.E. NO. 2917  
ANDERSON, HASTINGS CONSULTING ENGINEERS  
12596 W. BROADLAND AVE., SUITE 450  
LAKEWOOD, CO. 80228

# PART OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 70 WEST 6TH P M

----- CITY OF GOLDEN, JEFFERSON COUNTY -----



PARCEL NO. 1 CONTAINS 16,320 SQ. FT.± (D.3747 ACRES±)

## LEGEND

- EASEMENT
- PROPERTY LINE

DRN. LLT | PM. | S.

APPD

SHEET 1 OF 1 SHEETS

## CITY OF GOLDEN

### SEWER LINE EASEMENT

DATE: JULY 14, 2005

SCALE: 1" = 100'

EXHIBIT A – PAGE 1 OF 1

WATER LINE EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF GOLDEN, COUNTY OF JEFFERSON, STATE OF COLORADO, SAID PARCEL ALSO BEING A PORTION OF BLOCK 2 FOOTHILLS BUSINESS PARK-FILING 1, RECEPTION NO. 82090311 OF THE JEFFERSON COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL C AS DESCRIBED AT RECEPTION NO. F1288286 OF THE JEFFERSON COUNTY RECORDS, SAID NORTHWEST CORNER BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 6;

THENCE SOUTH 89°44'45" EAST A DISTANCE OF 410.79 FEET;

THENCE NORTH 44°30'00" WEST A DISTANCE OF 224.08 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 44°30'00" WEST A DISTANCE OF 20.00 FEET;

THENCE NORTH 45°16'06" EAST A DISTANCE OF 17.92 FEET;

THENCE NORTH 44°44'01" WEST A DISTANCE OF 10.22 FEET;

THENCE NORTH 45°16'06" EAST A DISTANCE OF 12.00 FEET;

THENCE SOUTH 44°44'01" EAST A DISTANCE OF 10.22 FEET;

THENCE NORTH 45°16'06" EAST A DISTANCE OF 37.89 FEET;

THENCE NORTH 00°18'44" EAST A DISTANCE OF 29.11 FEET;


THENCE NORTH 45°30'00" EAST A DISTANCE OF 28.19 FEET;

THENCE SOUTH 00°18'44" WEST A DISTANCE OF 57.25 FEET;

THENCE SOUTH 45°16'06" WEST A DISTANCE OF 76.17 FEET TO THE **POINT OF BEGINNING**, SAID PARCEL CONTAINS 2,426 SQUARE FEET (0.0557 ACRES) MORE OR LESS.

**BASIS OF BEARING:**

CONSIDERING THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 6 TO BEAR N33°48'37"W, AS SHOWN ON THE PLAT OF FOOTHILLS BUSINESS PARK-FILING 1, WITH ALL OTHER BEARINGS HEREIN RELATIVE THERETO.

 8/3/05  
JAMES V. HASTINGS 22917  
COLO. REG. P. & NO. 22917  
ANDERSON & HASTINGS CONSULTING ENGINEERS  
12596 W. BAYAUD DRIVE, SUITE 200  
LAKEWOOD, CO. 80226

# PART OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 70 WEST 6TH P M

----- CITY OF GOLDEN, JEFFERSON COUNTY -----

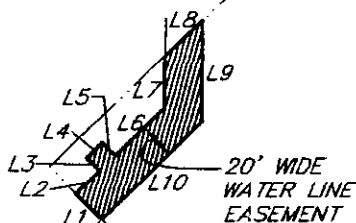
ILLINOIS  
STREET

20' WIDE  
WATER LINE  
EASEMENT  
BY SEPARATE  
DOCUMENT

OWNER  
JEFFERSON  
COUNTY

BASIS OF BEARINGS:  
CONSIDERING THE EASTERLY  
RIGHT-OF-WAY OF U.S.  
HIGHWAY NO. 6 TO BEAR  
N33°48'37"W, AS SHOWN  
ON THE PLAT OF FOOTHILLS  
BUSINESS PARK-FILING 1,  
WITH ALL OTHER BEARINGS  
HEREIN RELATIVE THERETO.

U.S. HIGHWAY 6  
WESTBOUND



POINT OF  
BEGINNING

N44°30'00"W  
224.08'

S89°44'45"E  
410.79'

POINT OF  
COMMENCEMENT  
NORTHWEST CORNER  
OF PARCEL C

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	N44°30'00"W
L2	17.92'	N45°16'06"E
L3	10.22'	N44°44'01"W
L4	12.00'	N45°16'06"E
L5	10.22'	S44°44'01"E
L6	37.89'	N45°16'06"E
L7	29.11'	N00°18'44"E
L8	28.19'	N45°30'00"E
L9	57.25'	S00°18'44"W
L10	76.17'	S45°16'06"W

PARCEL NO. 1 CONTAINS 2,426 SQ. FT.± (0.0557 ACRES±)



## LEGEND

- EASEMENT
- PROPERTY LINE

CITY OF GOLDEN

WATER LINE EASEMENT

DRN. LLT | PM. | S.

APPD

SHEET 1 OF 1 SHEETS

DATE: JULY 14, 2005

SCALE: 1" = 100'

EXHIBIT A – PAGE 1 OF 3

WATER LINE EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF GOLDEN, COUNTY OF JEFFERSON, STATE OF COLORADO, SAID PARCEL ALSO BEING A PORTION OF BLOCK 2 FOOTHILLS BUSINESS PARK-FILING 1, RECEPTION NO. 82090311 OF THE JEFFERSON COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL C AS DESCRIBED AT RECEPTION NO. F1288286 OF THE JEFFERSON COUNTY RECORDS, SAID NORTHWEST CORNER BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 6;

THENCE SOUTH 89°44'45" EAST A DISTANCE OF 410.79 FEET;

THENCE NORTH 44°30'00" WEST A DISTANCE OF 265.00 FEET;

THENCE NORTH 45°30'00" EAST A DISTANCE OF 88.33 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°18'44" EAST A DISTANCE OF 52.27 FEET;

THENCE NORTH 45°16'06" EAST A DISTANCE OF 21.41 FEET;

THENCE NORTH 44°43'54" WEST A DISTANCE OF 37.05 FEET;

THENCE NORTH 22°13'54" WEST A DISTANCE OF 55.34 FEET;

THENCE NORTH 33°28'54" WEST A DISTANCE OF 128.06 FEET;

THENCE NORTH 45°15'00" WEST A DISTANCE OF 73.85 FEET;

THENCE NORTH 56°15'00" WEST A DISTANCE OF 157.03 FEET;

THENCE SOUTH 45°00'00" WEST A DISTANCE OF 178.54 FEET;

THENCE SOUTH 45°00'00" EAST A DISTANCE OF 10.91 FEET;

THENCE SOUTH 45°00'00" WEST A DISTANCE OF 12.00 FEET;

THENCE NORTH 45°00'00" WEST A DISTANCE OF 10.91 FEET;

THENCE SOUTH 45°00'00" WEST A DISTANCE OF 7.00 FEET;

THENCE NORTH 45°00'00" WEST A DISTANCE OF 20.00 FEET;

THENCE NORTH 45°00'00" EAST A DISTANCE OF 231.78 FEET;

THENCE NORTH 45°00'00" WEST A DISTANCE OF 10.00 FEET;

THENCE NORTH 45°00'00" EAST A DISTANCE OF 20.00 FEET;

THENCE SOUTH 45°00'00" EAST A DISTANCE OF 8.86 FEET;

EXHIBIT A – PAGE 2 OF 3

THENCE SOUTH 88°00'00" EAST A DISTANCE OF 55.59 FEET;

THENCE SOUTH 84°00'15" EAST A DISTANCE OF 264.02 FEET;

THENCE NORTH 75°25'32" EAST A DISTANCE OF 177.13 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS STREET;

THENCE SOUTH 11°44'45" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS STREET A DISTANCE OF 20.02 FEET;

THENCE SOUTH 75°25'32" WEST A DISTANCE OF 179.77 FEET;

THENCE NORTH 84°00'15" WEST A DISTANCE OF 276.80 FEET;

THENCE NORTH 90°00'00" WEST A DISTANCE OF 35.34 FEET;

THENCE SOUTH 45°00'00" WEST A DISTANCE OF 15.31 FEET;

THENCE SOUTH 56°15'00" EAST A DISTANCE OF 14.68 FEET;

THENCE SOUTH 27°02'39" WEST A DISTANCE OF 10.03 FEET;

THENCE SOUTH 56°15'00" EAST A DISTANCE OF 136.52 FEET;

THENCE SOUTH 45°15'00" EAST A DISTANCE OF 79.02 FEET;

THENCE SOUTH 33°28'54" EAST A DISTANCE OF 36.14 FEET;

THENCE NORTH 53°24'07" EAST A DISTANCE OF 12.44 FEET;

THENCE SOUTH 33°28'54" EAST A DISTANCE OF 12.00 FEET;

THENCE SOUTH 53°24'07" WEST A DISTANCE OF 12.44 FEET;

THENCE SOUTH 33°28'54" EAST A DISTANCE OF 83.37 FEET;

THENCE SOUTH 22°13'54" EAST A DISTANCE OF 53.33 FEET;

THENCE SOUTH 44°43'54" EAST A DISTANCE OF 33.07 FEET;

THENCE NORTH 45°16'06" EAST A DISTANCE OF 279.41 FEET;

THENCE NORTH 73°49'56" EAST A DISTANCE OF 36.78 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT, ALSO BEING A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 646.00 FEET, A CENTRAL ANGLE OF 01°46'31", A LENGTH OF 20.02 FEET AND WHOSE CHORD BEARS SOUTH 13°57'30" EAST A DISTANCE OF 20.02 FEET;

THENCE SOUTH 73°49'56" WEST A DISTANCE OF 30.91 FEET;

THENCE SOUTH 45°16'06" WEST A DISTANCE OF 307.45 FEET;



EXHIBIT A – PAGE 3 OF 3

THENCE SOUTH 00°18'44" WEST A DISTANCE OF 24.12 FEET;

THENCE SOUTH 45°30'00" WEST A DISTANCE OF 28.19 FEET TO THE **POINT OF BEGINNING**, SAID PARCEL CONTAINS 32,206 SQUARE FEET (0.7393 ACRES) MORE OR LESS.

**BASIS OF BEARING:**

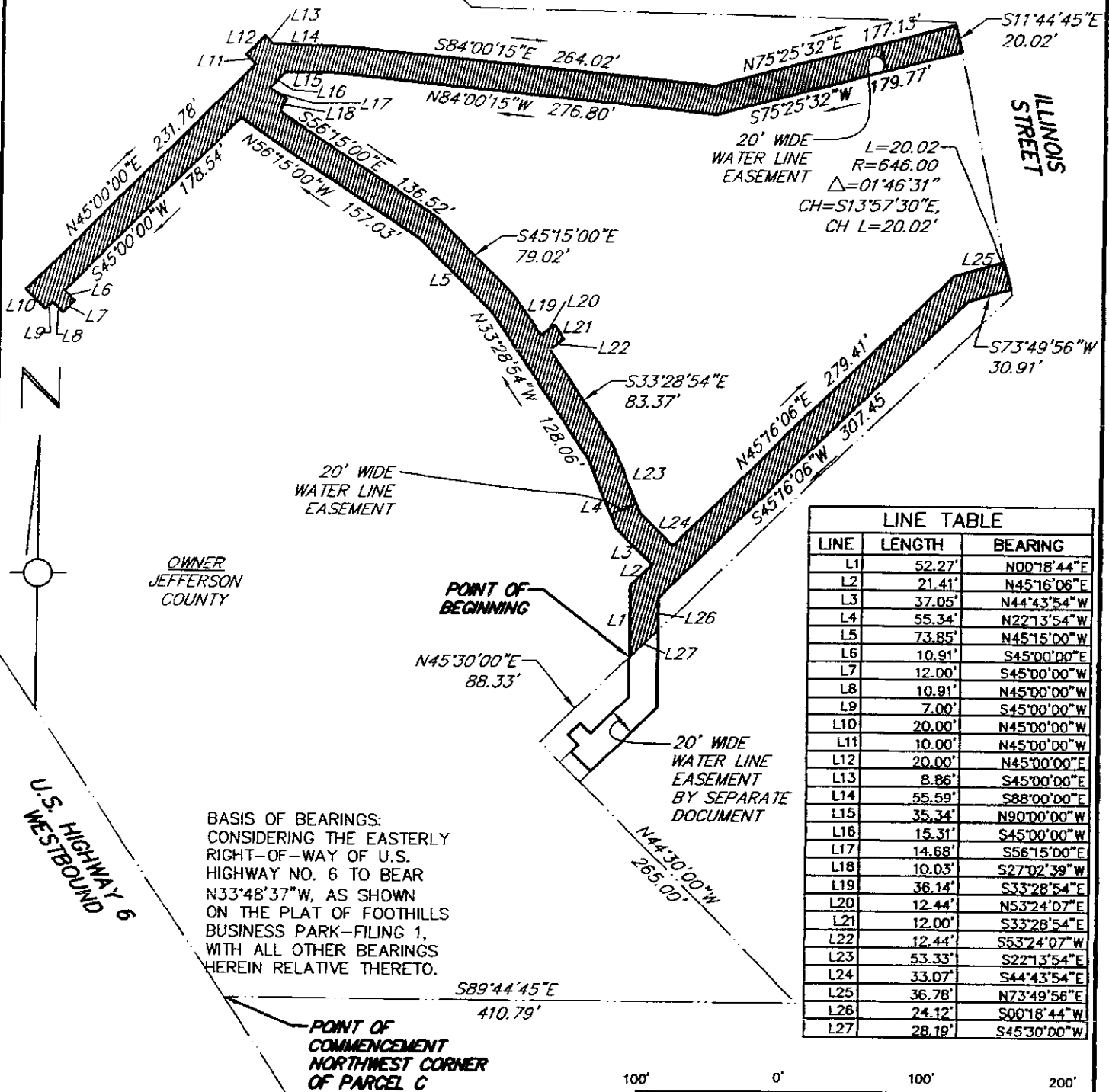
CONSIDERING THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 6 TO BEAR N33°48'37"W, AS SHOWN ON THE PLAT OF FOOTHILLS BUSINESS PARK-FILING 1, WITH ALL OTHER BEARINGS HEREIN RELATIVE THERETO.



*James V. Hastings* 8/3/05  
JAMES V. HASTINGS  
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12596 W. BAYVIEW AVE., SUITE 450  
LAKEWOOD, CO. 80228

# PART OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 70 WEST 6TH P M

----- CITY OF GOLDEN, JEFFERSON COUNTY -----



BASIS OF BEARINGS:  
CONSIDERING THE EASTERLY  
RIGHT-OF-WAY OF U.S.  
HIGHWAY NO. 6 TO BEAR  
N33°48'37"W, AS SHOWN  
ON THE PLAT OF FOOTHILLS  
BUSINESS PARK-FILING 1,  
WITH ALL OTHER BEARINGS  
HEREIN RELATIVE THERETO.

PARCEL NO. 1 CONTAINS 32,206 SQ. FT.± (0.7393 ACRES±)

## LEGEND

EASEMENT  
 PROPERTY LINE

DRN. LLT | PM. | S.  
APPD  
SHEET 1 OF 1 SHEETS

## CITY OF GOLDEN

### WATER LINE EASEMENT

DATE: JULY 14, 2005  
SCALE: 1" = 100'