

**RESOLUTION NO. 2066**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO APPROVING THE THIRD AMENDMENT TO THE AGREEMENT AND LEASE WITH JEFFERSON COUNTY PERTAINING TO THE ROONEY ROAD SPORTS COMPLEX OPEN SPACE LEASE**

WHEREAS, by Resolution No. 1658, City Council authorized an agreement and lease with Jefferson County pertaining to property generally located west of Rooney Road and north of I-70 for purposes including the operation and maintenance of a sports complex, open space and a potential dog park ("Property"); and

WHEREAS, by contract dated April 18, 2006, Jefferson County and the City of Golden entered into an agreement to lease the Property to Golden; and

WHEREAS, on August 1, 2007, the City and Jefferson County entered into the First Amendment to the Agreement and Lease pertaining to the Property; and

WHEREAS, the Property surrounds, but does not include property upon which a recycling center is operated by the Rooney Road Recycling Center Authority ("the Authority"); and

WHEREAS, on July 8, 2008, the City and Jefferson County entered into the Second Amendment to the Agreement and Lease to allow use of a portion of the Property for "slash operations" on a temporary basis; and

WHEREAS, the Authority has requested it be permitted to continue use, on a temporary basis, of a portion of the Property for temporary "slash operations" in conjunction with its recycling program; and

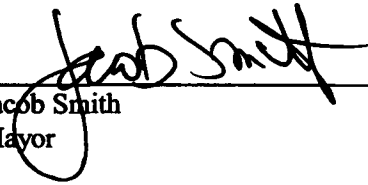
WHEREAS, Jefferson County has requested that the City entertain allowing such a use by the Authority; and

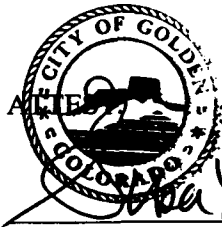
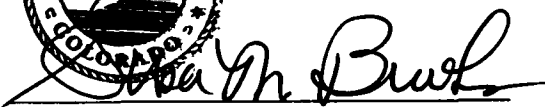
WHEREAS, the City and Jefferson County wish to further amend the agreement and lease pertaining to the Property, so as to allow the City to extend an agreement with the Authority for temporary use of a portion of the Property for "slash operations."

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

The Third Amendment to Agreement and Lease between the City and Jefferson County, in the form substantially as attached hereto as Exhibit A is approved. The Mayor is authorized to execute the Third Amendment to Agreement and Lease on behalf of the City.

Adopted this 8th day of July, 2010.

  
\_\_\_\_\_  
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 8th day of July, A.D., 2010.



ATTEST:   
\_\_\_\_\_  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

### THIRD AMENDMENT TO AGREEMENT AND LEASE

THIS THIRD AMENDMENT TO AGREEMENT AND LEASE, dated for reference purposes only this \_\_\_\_\_ day of \_\_\_\_\_, 2010, is made and entered into by and between the COUNTY OF JEFFERSON, a body politic and corporate (the "County") and the CITY OF GOLDEN, a Colorado municipal corporation (the "City").

#### **RECITALS**

- A. The County and City entered into an Agreement and Lease dated April 18, 2006, as amended by the First Amendment to Agreement and Lease dated August 1, 2007, and the Second Amendment to Agreement and Lease dated July 8, 2008 (collectively, the "Agreement and Lease"), to lease certain property described therein (the "Property") to the City.
- B. The Second Amendment to Agreement and Lease ("Second Amendment") amended the Agreement and Lease to permit a slash operation on a portion of the Property for no more than a two year period.
- C. Following the execution of the Second Amendment, the City executed a License Agreement dated August 27, 2008 (the "License Agreement") with the Rooney Road Recycling Center Authority (the "Authority") that authorized the Authority to manage a slash operation on a portion of the Property. The License Agreement will expire on August 27, 2010.
- D. The parties desire to amend the Agreement and Lease to permit the continuation of a slash operation for another two-year period.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the City agree as follows:

#### **AMENDMENT TO AGREEMENT AND LEASE**

1. The Recitals set forth above are incorporated herein.
2. The Agreement and Lease is hereby amended by the deletion of the paragraph 21.(k), added to the Agreement and Lease by the Second Amendment and its replacement with the following:

(k) Notwithstanding any provision of this Agreement and Lease to the contrary, the City may enter into a license agreement ("License Agreement") with the Rooney Road Recycling Center Authority (the "Authority") under which the

Authority may contract for a temporary slash operation on the portion of the Property depicted in **Exhibit F** attached hereto and incorporated by reference (the "Slash Operations Parcel"). The License Agreement shall include such other terms and conditions acceptable to the City and the County. In no event shall the term of the License Agreement extend beyond August 27, 2012. Any compensation the City receives from the Authority for the License Agreement shall be used for park and open space purposes.

3. Except as amended herein, the Agreement and Lease shall remain in full force and effect.
4. This Third Amendment to Agreement and Lease shall be effective upon its complete execution by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Agreement and Lease to be executed.

COUNTY OF JEFFERSON  
STATE OF COLORADO

By \_\_\_\_\_  
Kathy Hartman, Chairman  
Board of County Commissioners

STATE OF COLORADO     )  
  ).ss  
COUNTY OF JEFFERSON    )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by Kathy Hartman as Chairman of the Jefferson County Board of Commissioners.

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven L. Snyder  
Assistant County Attorney

ATTEST:

CITY OF GOLDEN

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Jacob Smith, Mayor

STATE OF COLORADO    )  
  ).ss  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by Jacob Smith as Mayor of the City of Golden.

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

SLASH OPERATIONS PARCEL

C - 470

ROONEY ROAD

HIGHWAY 40

INTERSTATE 70

EXHIBIT F

**THIRD AMENDMENT TO AGREEMENT AND LEASE**

THIS THIRD AMENDMENT TO AGREEMENT AND LEASE, dated for reference purposes only this 10<sup>th</sup> day of August, 2010, is made and entered into by and between the COUNTY OF JEFFERSON, a body politic and corporate (the "County") and the CITY OF GOLDEN, a Colorado municipal corporation (the "City").

**RECITALS**

- A. The County and City entered into an Agreement and Lease dated April 18, 2006, as amended by the First Amendment to Agreement and Lease dated August 1, 2007, and the Second Amendment to Agreement and Lease dated July 8, 2008 (collectively, the "Agreement and Lease"), to lease certain property described therein (the "Property") to the City.
- B. The Second Amendment to Agreement and Lease ("Second Amendment") amended the Agreement and Lease to permit a slash operation on a portion of the Property for no more than a two year period.
- C. Following the execution of the Second Amendment, the City executed a License Agreement dated August 27, 2008 (the "License Agreement") with the Rooney Road Recycling Center Authority (the "Authority") that authorized the Authority to manage a slash operation on a portion of the Property. The License Agreement will expire on August 27, 2010.
- D. The parties desire to amend the Agreement and Lease to permit the continuation of a slash operation for another two-year period.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the City agree as follows:

**AMENDMENT TO AGREEMENT AND LEASE**

- 1. The Recitals set forth above are incorporated herein.
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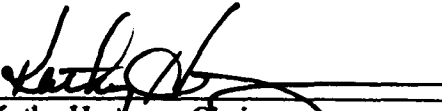
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Authority may contract for a temporary slash operation on the portion of the Property depicted in **Exhibit F** attached hereto and incorporated by reference (the "Slash Operations Parcel"). The License Agreement shall include such other terms and conditions acceptable to the City and the County. In no event shall the term of the License Agreement extend beyond August 27, 2012. Any compensation the City receives from the Authority for the License Agreement shall be used for park and open space purposes.

- 3. Except as amended herein, the Agreement and Lease shall remain in full force and effect.
- 4. This Third Amendment to Agreement and Lease shall be effective upon its complete execution by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Agreement and Lease to be executed.

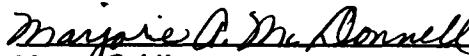
COUNTY OF JEFFERSON  
STATE OF COLORADO

By   
Kathy Hartman, Chairman  
Board of County Commissioners

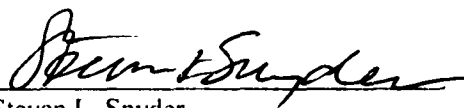
STATE OF COLORADO )  
 ) .ss  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me this 10th day of August, 2010, by Kathy Hartman as Chairman of the Jefferson County Board of Commissioners.

WITNESS my hand and official seal.  
My commission expires: 7-15-12

  
Notary Public

APPROVED AS TO FORM:

  
Steven L. Snyder  
Assistant County Attorney



MARJORIE A. McDONNELL  
STATE OF COLORADO









EXHIBIT F