



R \$6.00
D \$0.00
RES

2007131611

11/30/2007 08:41:38 AM 1 Page(s)

Jefferson County, Colorado

RESOLUTION NO. 1809

**A RESOLUTION OF THE GOLDEN CITY COUNCIL ACCEPTING
THE DEDICATION OF CERTAIN UTILITY EASEMENTS FROM
FAIRPORT 9 LLC**

PM

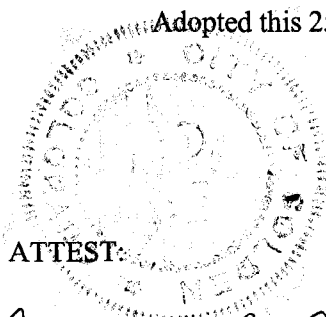
WHEREAS, Fairport 9, LLC is the owner of Lots 1 and 2, Interplaza West Filing No.7 Final Plat;
and

WHEREAS, Fairport 9, LLC desires to dedicate Access and Utility Easements to the City of Golden for the construction operation and maintenance of public water lines and appurtenances.

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

Section 1. City Council hereby accepts the dedication of Access and Utility Easements from Fairport 9, LLC substantially in the form attached hereto as Exhibit 1. The Mayor is authorized to execute the Easement Agreement on behalf of the City.

Adopted this 25th day of October, 2007.



C. J. Baroch

Charles J. Baroch
Mayor

ATTEST:

Andrea L. Banks, Deputy

Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM

James A. Windholz

James A. Windholz
City Attorney

I, Andrea L. Banks, Deputy 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 rescheduled regular meeting thereof held on the 25th day of October, A.D., 2007.

(SEAL)



ATTEST:

Andrea L. Banks

Andrea L. Banks, Deputy City Clerk of the
City of Golden, Colorado

EASEMENT AGREEMENT

THIS EASEMENT, effective this _____ day of _____, 2007, by and between Fairport 9 , LLC whose address is 4725 South Monaco Street, Suite 300, Denver, CO 80237 ("Owner"), and the CITY OF GOLDEN, 911 10th Street, Golden, CO, 80401, a municipal corporation, ("City").

1. **Consideration.** For and in consideration of the sum of One Dollar and no/100ths (\$1.00) 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 easements upon, across, through and under the parcels described in Exhibits A, and B, attached hereto and made a part hereof and located in the City of Golden, County of Jefferson, State of Colorado ("Property"), for the uses and purposes and upon the terms hereinafter set forth.

2. **Purpose.** The easements are for the purpose of granting to the City the right to construct, maintain, operate and make available for the use of the public for construction maintenance and improvement and operation thereof:
 - a. Municipal water and wastewater utilities and associated facilities, and emergency and service vehicle access.

3. **Hazardous Substances.** Owner covenants, represents and warrants to the City that as of the date of the execution of these Easements, and with respect to the Property:
 - a. The property has never been used as a landfill or waste dump; and
 - b. That there has been no installation in, or production, disposal, or storage on, the Property of any hazardous substances, including, without limitation, asbestos, Owner, Owner's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; and
 - c. There is no underground storage tank on the property; and
 - d. There is no proceeding or inquiry by any governmental authority or agency with respect thereto.

For the purposes of these Easements, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42U.S.C. 9601, et seq.) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum and petroleum products.

4. Representations 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 covenants with the City that it will maintain the Property (not the public Improvement(s) upon, across, over, under, through or within the Property) in accordance with all applicable laws, codes, rules, regulations, policies and requirements.
- (C) Owner hereby warrants and represents to the City that Owner is seized with fee title to 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 these Easements.

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

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

7. Effect of Easement. These Easements are superior and paramount to the rights of the parties hereto in the respective servant estates so created.

8. Binding Effect. This grant of the Easements 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.

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

10. Complete Agreement. These Easements consists of all the agreements, understandings, and promises between the parties with respect to the subject matter of these Easements, and there are no agreements, understandings or promises between the parties other than those set forth in these Easements.

11. Governing Law. These Easements 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. This agreement does not constitute an obligation, or agreement on the part of the City to construct or otherwise install water line, sanitary sewer line or detention pond facilities in the easement area.

ACCEPTED BY THE CITY OF GOLDEN THIS _____ DAY OF _____, 2002.

Charles J. Baroch
Mayor

ATTEST: _____
Susan M. Brooks
City Clerk

OWNER,

NOTARIAL:

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing signatures were acknowledged before me this ____ day of _____, 2007, by _____.

My Commission Expires: _____

Witness my hand and official seal:

Notary Public

EXHIBIT "A"

Legal Description - Access and Utility Easement (East)

A part of Lots 1 and 2, Interplaza West Filing No. 7, lying in the North Half of Section 11, Township 4 South, Range 70 West of the Sixth Principal Meridian, City of Golden, County of Jefferson, State of Colorado, being more particularly described as follows:

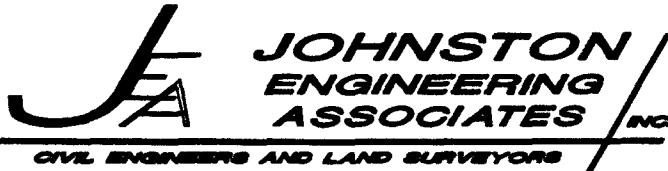
Beginning at the southeast corner of said Lot 1, Interplaza West Filing No 7; thence S89°11'04"W along the southerly line of said Lot 1, also being the northerly line of Lot 10A, Interplaza West Filing No. 3, a distance of 25.00 feet; thence N00°48'56"W along a line that is 25 feet west of and parallel to the easterly line of said Lot 1, a distance of 198.00 feet to the northerly line of said Lot 1, also being the southerly line of said Lot 2; thence continuing N00°48'56"W, a distance of 16.67 feet; thence N89°11'04"E, a distance of 25.00 feet to said easterly line of Lot 2, also being the westerly line of Tract A, Interplaza West Filing No. 2; thence S00°48'56"E along said easterly line of Lot 2, a distance of 16.67 feet to said southerly line of said Lot 2, and said northerly line of said Lot 1; thence continuing S00°48'56"E along said easterly line of Lot 1, also being said westerly line of Tract A, a distance of 198.00 feet to the Point of Beginning:

Containing 5367 square feet or 0.12 acre more or less.

CERTIFICATION:

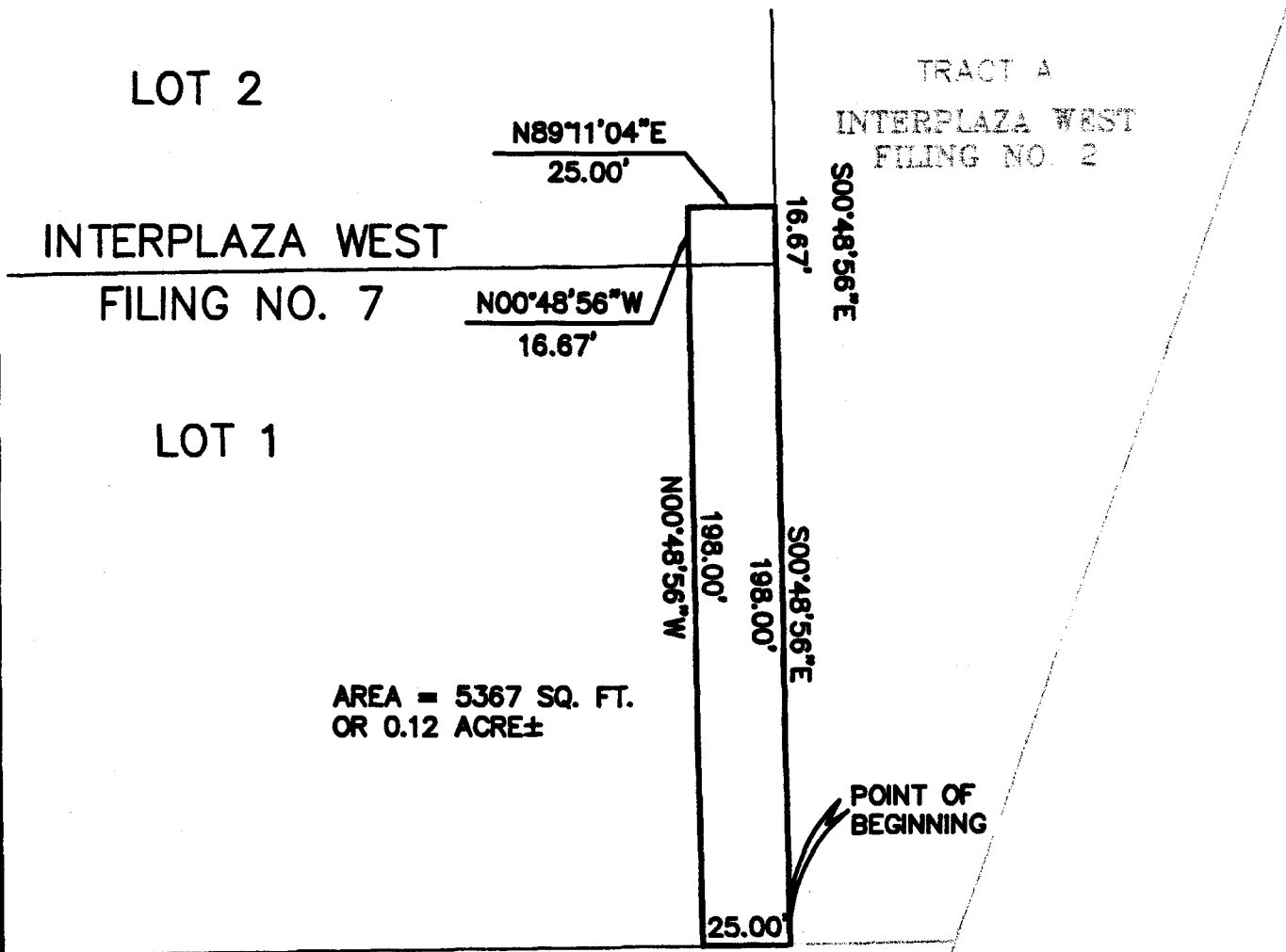
I, Gary L. Harvey, a Professional Land Surveyor registered in the State of Colorado do hereby certify that this legal description was prepared under my direct supervision this 11th day of September, 2007 and to the best of my professional knowledge and belief is true and accurate.

Gary L. Harvey, P.L.S. No. 34175
For and on behalf of Johnston Engineering Associates, Inc.
7550 W. Yale Ave., Suite B-200
Denver, CO 80227



7550 WEST YALE AVENUE SUITE B-200 DENVER, COLORADO 80227
 (303) 969-9001 (TELE) (303) 969-9016 (FAX)

EXHIBIT 'A'



LOT 2

TRACT A
 INTERPLAZA WEST
 FILING NO. 2

INTERPLAZA WEST
 FILING NO. 7

LOT 1

AREA = 5367 SQ. FT.
 OR 0.12 ACRE±

POINT OF
 BEGINNING

LOT 10A
 INTERPLAZA WEST
 FILING NO. 3



NOTE:
 This Exhibit does not represent a
 monumented survey. It is intended
 only to depict the attached legal
 description.

SCALE: 1"=50'

PROJECT: 96029-13

EXHIBIT "B"

Legal Description - Access and Utility Easement (West)

A part of Lots 1 and 2, Interplaza West Filing No. 7, lying in the North Half of Section 11, Township 4 South, Range 70 West of the Sixth Principal Meridian, City of Golden, County of Jefferson, State of Colorado, being more particularly described as follows:

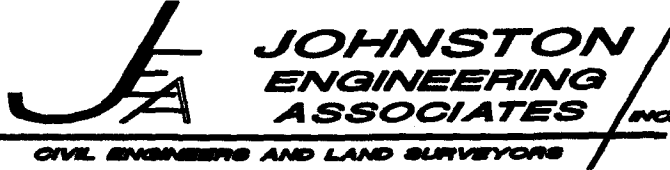
Commencing at the southeast corner of said Lot 1, Interplaza West Filing No 7; thence S89°11'04"W along the southerly line of said Lot 1, also being the northerly line of Lot 10A, Interplaza West Filing No. 3, a distance of 222.99 feet to the Point of Beginning; thence continuing S89°11'04"W along said southerly and northerly lines, a distance of 24.59 feet; thence N00°48'56"W, a distance of 184.00 feet to the northerly line of said Lot 1, also being the southerly line of said Lot 2; thence continuing N00°48'56"W, a distance of 23.00 feet; thence S89°11'04"W, a distance of 7.41 feet; thence N00°48'56"W, a distance of 10.00 feet; thence N89°11'04"E, a distance of 31.99 feet; thence S00°48'56"E, a distance of 33.00 feet to said southerly line of Lot 2 and said northerly line of Lot 1; thence continuing S00°48'56"E, a distance of 184.00. feet to the Point of Beginning:

Containing 5409 square feet or 0.12 acre more or less.

CERTIFICATION:

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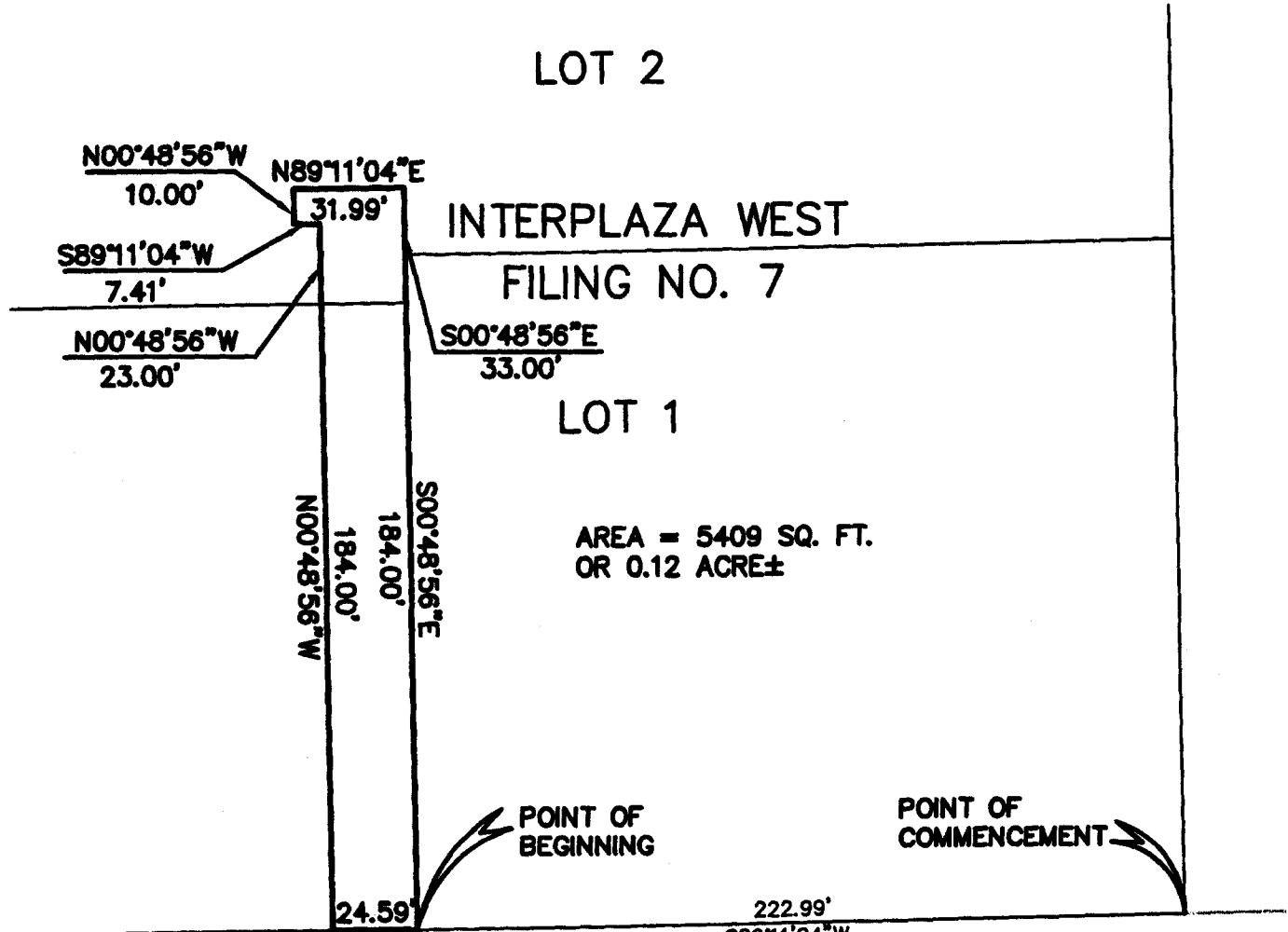
Gary L. Harvey, P.L.S. No. 34175
For and on behalf of Johnston Engineering Associates, Inc.
7550 W. Yale Ave., Suite B-200
Denver, CO 80227



7550 WEST YALE AVENUE SUITE B-200 DENVER, COLORADO 80227
 (303) 969-9001 (TELE) (303) 969-9016 (FAX)

EXHIBIT 'B'

LOT 2



INTERPLAZA WEST
 FILING NO. 7

LOT 1

AREA = 5409 SQ. FT.
 OR 0.12 ACRE±

POINT OF
 BEGINNING

POINT OF
 COMMENCEMENT

LOT 10A
 INTERPLAZA WEST
 FILING NO. 3



NOTE:
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 monumented survey. It is intended
 only to depict the attached legal
 description.

SCALE: 1"=50'

PROJECT: 96029-13



R \$36.00

D \$0.00

EASE

2007131612

11/30/2007 08:41:38 AM 7 Page(s)

Jefferson County, Colorado

EASEMENT AGREEMENT

*MM
36.00*

THIS EASEMENT, effective this 25th day of October, 2007, by and between Fairport 9, LLC whose address is 4725 South Monaco Street, Suite 300, Denver, CO 80237 ("Owner"), and the CITY OF GOLDEN, 911 10th Street, Golden, CO, 80401, a municipal corporation, ("City").

1-7

1. **Consideration.** For and in consideration of the sum of One Dollar and no/100ths (\$1.00) 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 easements upon, across, through and under the parcels described in Exhibits A, and B, attached hereto and made a part hereof and located in the City of Golden, County of Jefferson, State of Colorado ("Property"), for the uses and purposes and upon the terms hereinafter set forth.

2. **Purpose.** The easements are for the purpose of granting to the City the right to construct, maintain, operate and make available for the use of the public for construction maintenance and improvement and operation thereof:
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3. **Hazardous Substances.** Owner covenants, represents and warrants to the City that as of the date of the execution of these Easements, and with respect to the Property:
 - a. The property has never been used as a landfill or waste dump; and
 - b. That there has been no installation in, or production, disposal, or storage on, the Property of any hazardous substances, including, without limitation, asbestos, Owner, Owner's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; and
 - c. There is no underground storage tank on the property; and
 - d. There is no proceeding or inquiry by any governmental authority or agency with respect thereto.

For the purposes of these Easements, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42U.S.C. 9601, et seq.,) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum and petroleum products.

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

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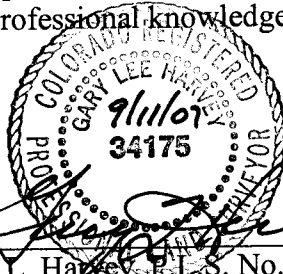
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Containing 5367 square feet or 0.12 acre more or less.

CERTIFICATION:

I, Gary L. Harvey, a Professional Land Surveyor registered in the State of Colorado do hereby certify that this legal description was prepared under my direct supervision this 11th day of September, 2007 and to the best of my professional knowledge and belief is true and accurate.



Gary L. Harvey 9/11/2007
Gary L. Harvey, P.L.S. No. 34175

For and on behalf of Johnston Engineering Associates, Inc.
7550 W. Yale Ave., Suite B-200
Denver, CO 80227



**JOHNSTON
ENGINEERING
ASSOCIATES INC.**

CIVIL ENGINEERS AND LAND SURVEYORS

7550 WEST YALE AVENUE SUITE B-200 DENVER, COLORADO 80227
(303) 969-9001 (TELE) (303) 969-9016 (FAX)

5

LOT 2

INTERPLAZA WEST
FILING NO. 7

LOT 1

AREA = 5367 SQ. FT.
OR 0.12 ACRE±

LOT 10A
INTERPLAZA WEST
FILING NO. 3

TRACT A
INTERPLAZA WEST
FILING NO. 2

N89°11'04"E
25.00'

N00°48'56"W
16.67'

N00°48'56"W

198.00'

198.00'

S00°48'56"E

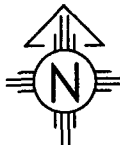
S00°48'56"E

16.67'

25.00'

S89°11'04"W

POINT OF
BEGINNING



SCALE: 1"=50'

NOTE:
This Exhibit does not represent a
monumented survey. It is intended
only to depict the attached legal
description.

PROJECT: 96029-13

EXHIBIT "B"

Legal Description - Access and Utility Easement (West)

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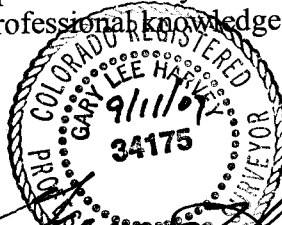
6

Commencing at the southeast corner of said Lot 1, Interplaza West Filing No 7; thence S89°11'04"W along the southerly line of said Lot 1, also being the northerly line of Lot 10A, Interplaza West Filing No. 3, a distance of 222.99 feet to the Point of Beginning; thence continuing S89°11'04"W along said southerly and northerly lines, a distance of 24.59 feet; thence N00°48'56"W, a distance of 184.00 feet to the northerly line of said Lot 1, also being the southerly line of said Lot 2; thence continuing N00°48'56"W, a distance of 23.00 feet; thence S89°11'04"W, a distance of 7.41 feet; thence N00°48'56"W, a distance of 10.00 feet; thence N89°11'04"E, a distance of 31.99 feet; thence S00°48'56"E, a distance of 33.00 feet to said southerly line of Lot 2 and said northerly line of Lot 1; thence continuing S00°48'56"E, a distance of 184.00. feet to the Point of Beginning:

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[Handwritten Signature] 9/11/2007

Gary L. Harvey, P.L.S. No. 34175
For and on behalf of Johnston Engineering Associates, Inc.
7550 W. Yale Ave., Suite B-200
Denver, CO 80227



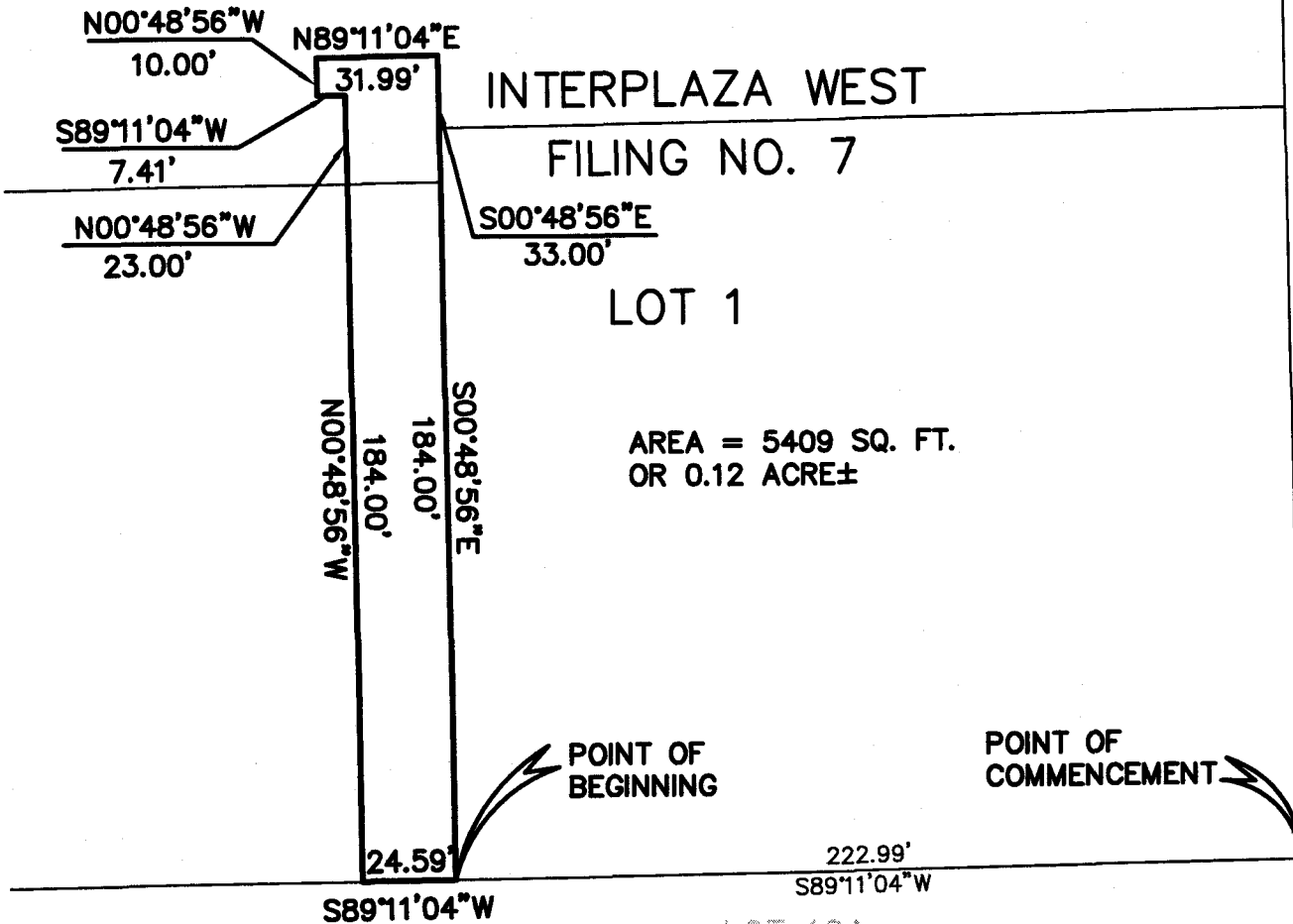
**JOHNSTON
ENGINEERING
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CIVIL ENGINEERS AND LAND SURVEYORS

7550 WEST YALE AVENUE SUITE B-200 DENVER, COLORADO 80227
(303) 969-9001 (TELE) (303) 969-9016 (FAX)

7

LOT 2



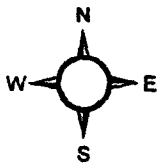
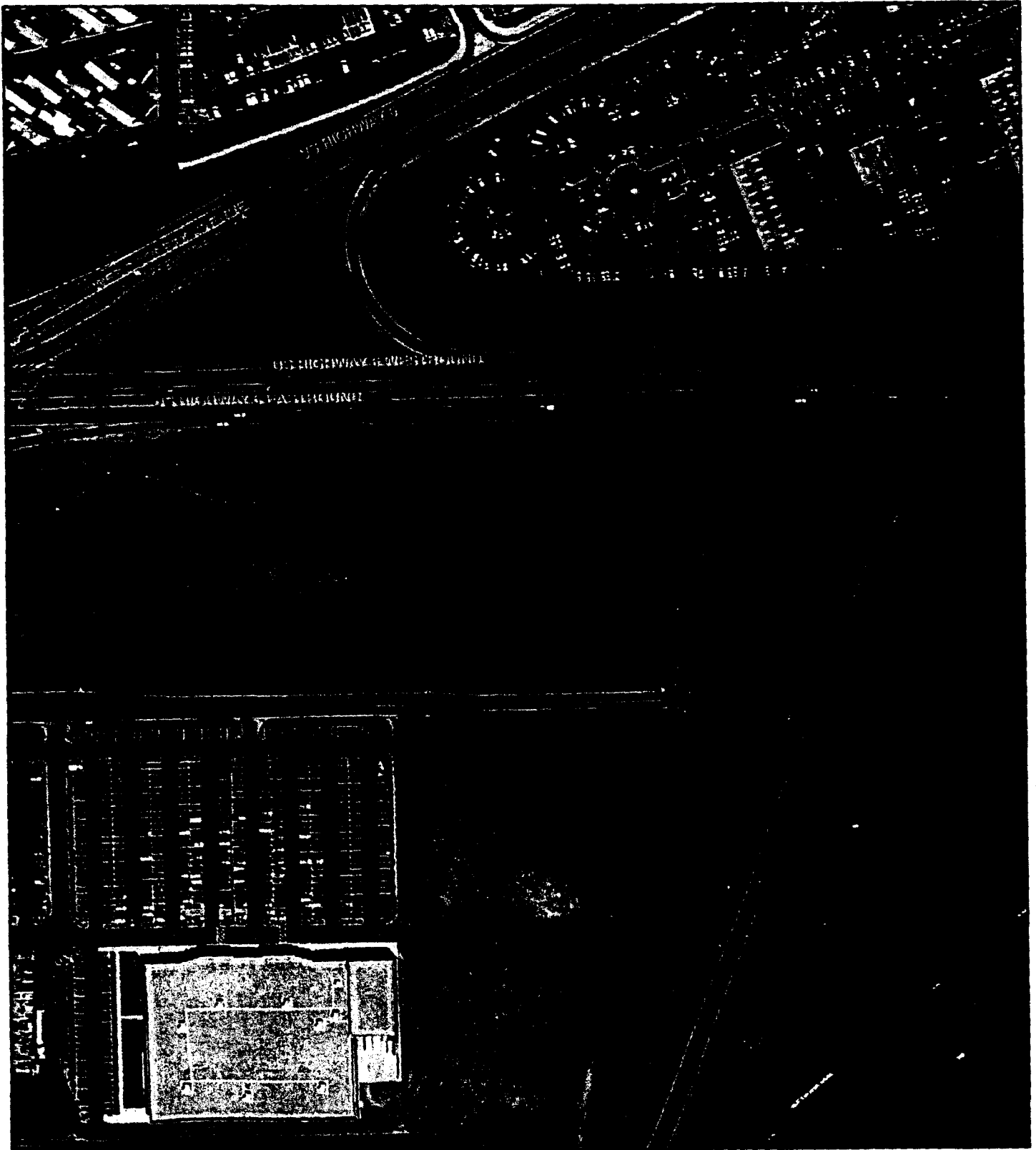
AREA = 5409 SQ. FT.
OR 0.12 ACRE±



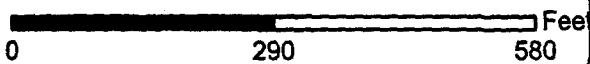
SCALE: 1"=50'

NOTE:
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monumented survey. It is intended
only to depict the attached legal
description.

PROJECT: 96029-13



VICINITY MAP



Case: PC 07-13

Location: 16450 West Colfax Avenue

Applicant: Fairport 9, LLC

Action: Minor Plat