

RESOLUTION NO. 1981

**A RESOLUTION OF THE GOLDEN CITY COUNCIL ACCEPTING
AN AGREEMENT CONVEYING AN EASEMENT TO THE CITY
OF GOLDEN FROM THE JEFFERSON COUNTY R-1 SCHOOL
DISTRICT**

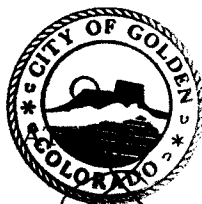
WHEREAS, the Jefferson County School District has prepared an Easement Agreement pertaining to a recently identified encroachment of the Kinney Run Trail onto the Shelton Elementary School site; and

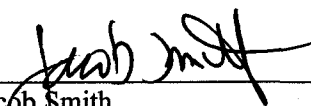
WHEREAS, City Council has considered the easement conveyance to the City of Golden.

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 23rd day of July, 2009.






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 July, A.D., 2009.



ATTEST: 

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

EASEMENT

THIS EASEMENT, effective this ____ day of _____ 2009, by and between _____ ("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 _____ and associated appurtenances ("Improvement(s)"), upon, across, over, under, through, and within the Property.

3. Hazardous Substances. Owner represents to the City, that to owner's knowledge as of the date of the execution of this Easement, and with respect to the Property: (1) the Property has never been used as a landfill or waste dump; (2) that there has been no installation in or production, disposal, or storage on the Property of any hazardous substances, including, without limitation, asbestos, by Owner, owner's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; (3) there is no underground storage tank on the Property; and (4) there is no proceeding or inquiry by any governmental authority or agency with respect thereto. Owner shall indemnify, defend and hold the City harmless from and against any and all claims, demands, and liabilities, costs and expenses (including expert fees and attorney fees) arising or resulting from a breach of the covenants and warranties contained in this paragraph. For the purposes of this Easement, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq.) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum or petroleum products.

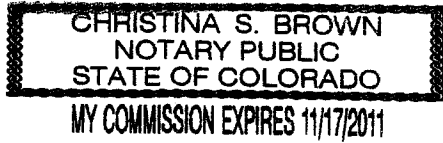
4. Representations and Warranties of Owner.

(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

The foregoing instrument was acknowledged before me this 24th day of June, 2009, by Peter Doherty, as Executive Director Facilities Planning & Design.

Witness my hand and official seal.

My commission expires: 11/17/2011



Christina S. Brown
NOTARY PUBLIC

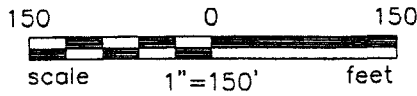
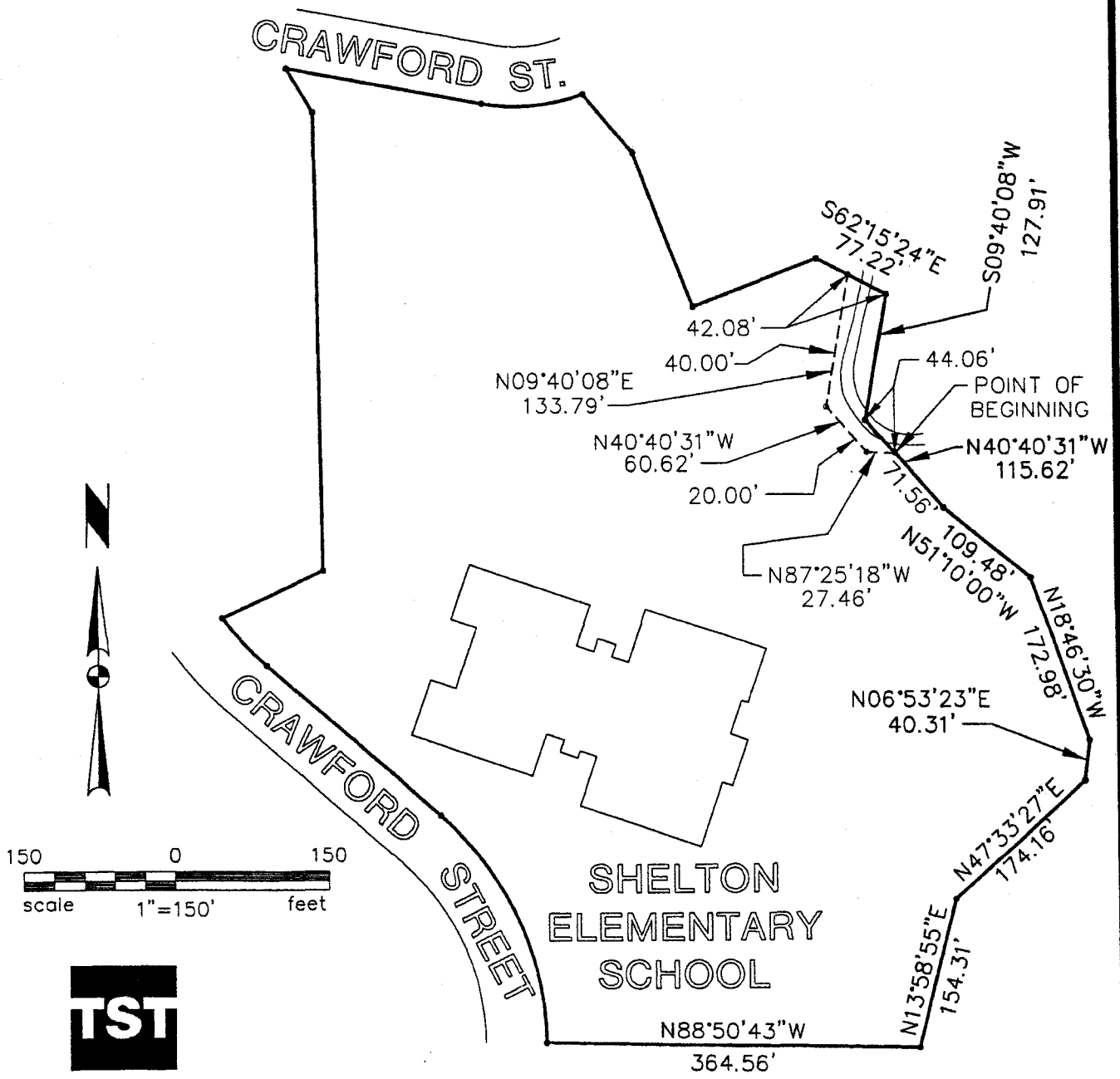
ACCEPTED BY THE CITY OF GOLDEN THIS _____ DAY OF _____, 200__.

Jacob Smith, Mayor

ATTEST:

Susan M. Brooks, MMC
City Clerk

EXHIBIT A
PEDESTRIAN/TRAIL EASEMENT
 SHELTON ELEMENTARY SCHOOL
 NW 1/4 SECTION 10, T.4 S., R.70 W. OF 6TH P.M.,
 CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO



TST INC. OF DENVER
 Consulting Engineers

SHEET 1 OF 2

EXHIBIT A
PEDESTRIAN/TRAIL EASEMENT
SHELTON ELEMENTARY SCHOOL
NW 1/4 SECTION 10, T.4 S., R.70 W. OF 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION

A STRIP OF LAND LOCATED WITHIN THAT PARCEL DESCRIBED IN THAT DEED TO JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1, RECORDED AT RECEPTION NO. 93032393, WHICH IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL, AND CONSIDERING THE SOUTH LINE OF SAID PARCEL TO BEAR NORTH 88°50'43" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE EASTERLY LIMITS OF SAID PARCEL, THE FOLLOWING COURSES: NORTH 13°58'55" EAST, 154.31 FEET; THENCE NORTH 47°33'27" EAST, 174.16 FEET; THENCE NORTH 06°53'23" EAST, 40.31 FEET; THENCE NORTH 18°46'30" WEST, 172.98 FEET; THENCE NORTH 51°10'00" WEST, 109.48 FEET; THENCE NORTH 40°40'31" WEST, 71.56 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID EASTERLY LIMITS, NORTH 87°25'18" WEST, 27.46 FEET TO A LINE WHICH IS 20.00 FEET WEST OF AND PARALLEL WITH SAID EASTERLY LIMITS; THENCE ALONG SAID PARALLEL LINE, NORTH 40°40'31" WEST, 60.62 FEET TO A LINE WHICH IS 40.00 FEET WEST OF AND PARALLEL WITH SAID EASTERLY LIMITS; THENCE ALONG SAID PARALLEL LINE, NORTH 09°40'08" EAST, 133.79 FEET TO SAID EASTERLY LIMITS OF SAID PARCEL; THENCE ALONG SAID EASTERLY LIMITS THE FOLLOWING COURSES: SOUTH 62°15'24" EAST, 42.08 FEET; THENCE SOUTH 09°40'08" WEST, 127.91 FEET; THENCE SOUTH 40°40'31" EAST, 44.06 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 6280 SQUARE FEET (0.14 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. GREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

3/10/2009
DATE

Michael C. Gregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2