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

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

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

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.

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 _	2	009,	by	and	between
										rO")	vner'), and the
CITY	OF GO	LDEN, 911 10tl	n Street, G	older	ı, Colo	rado	80401	, a municipa	l cor	pora	tion,	("City").

- l. <u>Consideration</u>. 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. <u>Purpose</u>. 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

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. <u>Survival of Indemnifications and Representations</u>. 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. <u>Notices</u>. 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. <u>Binding Effect</u>. 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. <u>Attorneys Fees and Costs</u>. 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. <u>Complete Agreement</u>. 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. <u>Governing Law</u>. 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: Tutu Dohi

STATE OF COLORADO

COUNTY OF Jefferson) ss:

The foregoing instrument was acknowledged before me this afth day of June, by Peter Dherty, as Greatic Director Fails him.											
Flerry Deaga											
Witness my hand and official seal.											
My commission expires: " (1) 100 10											
CHRISTINA S. BROWN NOTARY PUBLIC STATE OF COLORADO NOTARY PUBLIC	_										
MY COMMISSION EXPIRES 11/17/2011											
ACCEPTED BY THE CITY OF GOLDEN THIS DAY OF, 200											
Jacob Smith, Mayor											
ATTEST:											
Susan M. Brooks, MMC City Clerk											

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

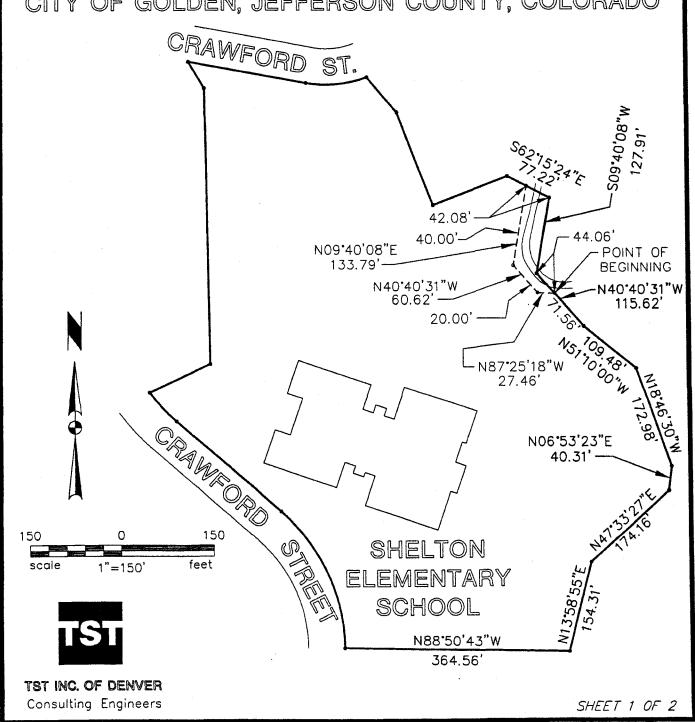


EXHIBIT A

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. CREGGER, 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

PROFESSIONAL LAND SURVEYOR COLORADO REGISTRATION NO. 22564

TST

TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

WALLAND