RESOLUTION NO. 2218

A RESOLUTION OF THE GOLDEN CITY COUNCIL ACCEPTING AN AGREEMENT CONVEYING AN EASEMENT TO THE CITY OF GOLDEN FROM THE STATE OF COLORADO PERTAINING TO THE CSM SURVEY FIELDS

WHEREAS, the Colorado School of Mines, on behalf of the State of Colorado has prepared an Easement Agreement pertaining to a series or minor adjustments and corrections to easements for the City's system of water pumping and distribution facilities on State property commonly known as the CSM Survey Fields; 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 11th day of October, 2012.

Marjorie N. Sloan
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 rescheduled regular business meeting thereof held on the 11th day of October, A.D. 2012.

ATTEST:

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

EASEMENT AGREEMENT

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado, Attorney General. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS EASEMENT AGREEMENT is made and entered into this _____ day of _____, 2012 by and between the STATE OF COLORADO, acting by and through the Department of Higher Education for and on behalf of the Board of Trustees of the Colorado School of Mines, whose address is 1500 Illinois Street, Golden, Colorado, 80401 (hereinafter, the "Grantor"), and the City of Golden, a Colorado Municipal Corporation whose address is 911 Tenth Street, Golden, CO 80401 (hereinafter, the "Grantee").

WITNESSETH:

That, for and in consideration of the benefits and responsibilities detailed below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a nonexclusive easement upon the following property (hereinafter, the "Property") located in the County of Jefferson, State of Colorado, to wit:

The "Easement Areas A – F" and the "Access Easement" as shown and described in Exhibit A, attached hereto.

TO HAVE AND TO HOLD, subject to the covenants and agreements hereinafter expressed, for the purpose of using the Property for utility lines and appurtenances, and water storage and pumping facilities for the term beginning on the date first written above, and ending on December 31, 2082.

GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. If at any time during the term of this Easement Agreement Grantee does not for a period of 366 consecutive days make use of this easement for the purpose aforesaid, Grantor may in his sole discretion immediately declare such easement abandoned and shall so notify Grantee by certified mail with return receipt requested. In the event of such abandonment the consideration shall be forfeited.

2. This grant of easement is subject to any and all previously granted easements, rights-of-way, licenses and conveyances, recorded or unrecorded. It is Grantee's sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee's use of the Property hereunder. Grantee agrees to not interfere with any use in the easement area by any other party under a previous grant. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the Property. To the extent that this grant of easement may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.

3. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.

OS

EASEMENT AGREEMENT

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado, Attorney General.
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS EASEMENT AGREEMENT is made and entered into this 30th day of November, 2012 by and between the STATE OF COLORADO, acting by and through the Department of Higher Education for and on behalf of the Board of ~~T~~trustees of the Colorado School of Mines, whose address is 1500 Illinois Street, Golden, Colorado, 80401 (hereinafter, the "Grantor"), and the City of Golden, a Colorado Municipal Corporation whose address is 911 Tenth Street, Golden, CO 80401 (hereinafter, the "Grantee").

WITNESSETH:

That, for and in consideration of~~,~~ the benefits and responsibilities detailed below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a ~~[~~nonexclusive~~]~~ easement upon the following property (hereinafter, the "Property") located in the County of Jefferson, State of Colorado, to wit:

The "Easement Area**s A – F" and the "Access Easement" as** shown **and described in** Exhibit A**, attached hereto.**

TO HAVE AND TO HOLD, subject to the covenants and agreements hereinafter expressed, for the purpose of using the Property for utility lines and appurtenances, and water storage and pumping facilities for the term beginning on the date first written above, and ending on December 31, 2082**.**

GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. If at any time during the term of this Easement Agreement Grantee does not for a period of 366 consecutive days make use of this easement for the purpose aforesaid, Grantor may in his sole discretion immediately declare such easement abandoned and shall so notify Grantee by certified mail with return receipt requested. In the event of such abandonment the consideration shall be forfeited.

2. This grant of easement is subject to any and all previously granted easements, rights-of-way, licenses and conveyances, recorded or unrecorded. It is Grantee's sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee's use of the Property hereunder. Grantee agrees to not interfere with any use in the easement area by any other party under a previous grant. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the Property. To the extent that this grant of easement may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.

3. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.

4. If this easement is granted pursuant to §24-82-201 C.R.S., as amended, this Easement Agreement shall not be deemed valid unless and until approved by the officials and officers of the State of Colorado as required by §24-82-202 C.R.S., as amended, or such assistants as they may designate. Signature by the Grantor shall be deemed to be verification of approval of the

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D $0.00
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Jefferson County, Colorado

commission or board, if any, of the institution, department or agency across the premises of which this easement is hereby granted.

5. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.

6. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.

7. Grantor and Grantee agree that this Easement Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the officials and officers of the State of Colorado as required by the Colorado Revised Statutes, as amended, or such assistants as they may designate. **This Agreement shall not alter or affect previously granted easements.**

8. Grantee shall be responsible for recording this Easement Agreement with the Clerk and Recorder's Office in the county or counties in which the Property is located. Grantee shall provide Grantor with a conformed copy of the recorded easement.

9. Any notice required or permitted by this Easement Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Grantor:

Chris Cocallas
Director, Capital Planning and Const.
Colorado School of Mines
1318 Maple Street
Golden, CO 80401

Grantee:

City Manager
City of Golden
911 Tenth Street
Golden, CO 80401

Cc: Real Estate Programs
Attn: Real Estate Specialist
1313 Sherman Street, Suite 319
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

10. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character, including but not limited to coal, asphaltum, oil and gas in or under said easement.

11. If any part of this Easement Agreement is found, decreed or held to be void or unenforceable, the remainder of the provisions of this Easement Agreement shall not be affected thereby and shall remain in full force and effect.

12. This Easement Agreement shall be governed by the laws of the State of Colorado.

13. –The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, its departments, institutions, agencies, enterprises, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S. and §24-30-1501, et seq. C.R.S. Any provision of this Easement Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Grantor and the Grantee to the above cited laws.

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GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee's agents, assigns and successors shall have access at all times, subject to Grantor's security policies and procedures, to the Property for the purposes set forth herein.

GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this easement, the right to dispose of the Property and to use the Property for other purposes provided such use does not materially interfere with the easement granted herein. In the event Grantor shall, in the future, wish to grant additional easements or rights-of-way which encroach upon the easement granted herein, Grantee expressly agrees and covenants it will consent to share the Property, provided the proposed additional easements or rights-of-way do not materially interfere with the purposes for which this easement is granted.

2. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within –three hundred sixty (360) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. In the event that Grantee does not remove the improvements within such period, **Grantor shall have the option, at its election, to either 1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or 2) consider** such improvements **to**~~shall~~ be ~~considered~~ abandoned and the improvements shall become the property of Grantor. Except as otherwise provided herein, termination of this Easement Agreement shall be by operation of law. If this Easement Agreement is so terminated, consideration paid shall be forfeited.

3. Grantee may not use this grant of easement for any purpose other than that which is specifically described herein. If the Property is used by Grantee for any purpose other than stated herein, the easement is automatically terminated, and all of the right, title and interest of Grantee (and Grantee's successors or assigns) in and to the Property become null and void, and the Property shall absolutely revert to and revest in Grantor as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and Grantee shall remove improvements as provided above. No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of the paragraph.

4. Grantee agrees to comply with all rules, regulations and policies authoritatively promulgated pertaining to the use of the Property **so long as such rules, regulations, and policies do not unreasonably interfere with Grantee's use of the Property for the purposes provided herein.**

5. To the extent authorized by the laws and Constitution of the state of Colorado and the City of Golden Home Rule Charter, and without waiving any of the provisions and protections of the Colorado Governmental Immunity Act, Grantee agrees to indemnify, defend and hold harmless the Grantor against all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its successors, assigns, agents or contractors or arising out of Grantee's use of the

Property. In the event that Grantee contracts for any work to be performed on the Property, Grantee shall require its contractors and subcontractors to indemnify, defend and hold harmless Grantor, its employees and agents from any and all claims, damages and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors' and/or subcontractors' actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this easement. 4

6. Grantee agrees that all excavations or other temporary removal of soil as required for Grantee's use of the Property for the purposes set forth herein shall be properly replaced, and Grantee shall seed, restore and revegetate the surface to substantially its condition existing prior to the disturbance as reasonably possible. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee's use of the Property for the purposes set forth herein. Routes of ingress and egress for construction or for maintenance are to be limited to the minimum necessary locations, and all work areas created must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible by Grantee. Grantor shall determine, in its sole discretion, whether Grantee's restoration complies with this paragraph. In the event Grantee fails to perform the restorative or revegetative work required by this paragraph to the sole satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or revegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.

7. The easement granted herein is subject to the condition that the Grantee shall properly obtain and maintain all necessary permits or approvals required by Federal, State and local laws, regulations and ordinances. Grantee shall comply with all applicable laws and ordinances (and all rules, regulations and requirements of any governmental authority promulgated thereunder) controlling environmental standards and conditions of Grantee's use of the Property. If any such law, ordinance, rule, regulation or requirement is violated as a result of Grantee's use of the Property and/or its operations on the Property, Grantee shall protect, defend, indemnify and hold harmless Grantor from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by Grantor.

8. Grantee shall provide Grantor with as-built drawings showing the location of any improvements constructed on the Property (including location and depth of any improvements located underground) within thirty (30) days after completion of construction of such improvements.

~~ADDITIONAL PROVISIONS:~~

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year first above written.

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GRANTOR:
STATE OF COLORADO
John W. Hickenlooper, Governor
Acting by and through the
Department of Higher Education

By: _____
For the Executive Director

GRANTEE:
City of Golden

By: _____

Title: Mayor

(If Corporation)
Attest (Seal)

By: _____
City Clerk

APPROVED:

STATE OF COLORADO
Department Of Personnel & Administration
Real Estate Programs

By: _____
For the Executive Director

APPROVED:

STATE OF COLORADO
John W. Suthers, Attorney General

By: _____

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STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 30th day of November, 2012, by M.W. Scoggins, on behalf of the State of Colorado, Grantor. Witness my hand and official seal.

My commission expires 3/6/14.

Tamara S. Strange
Notary Public

TAMARA S. STRANGE NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 16th day of October, 2012, by Marjorie Sloan, Mayor City of Golden on behalf of the Grantee. Witness my hand and official seal.

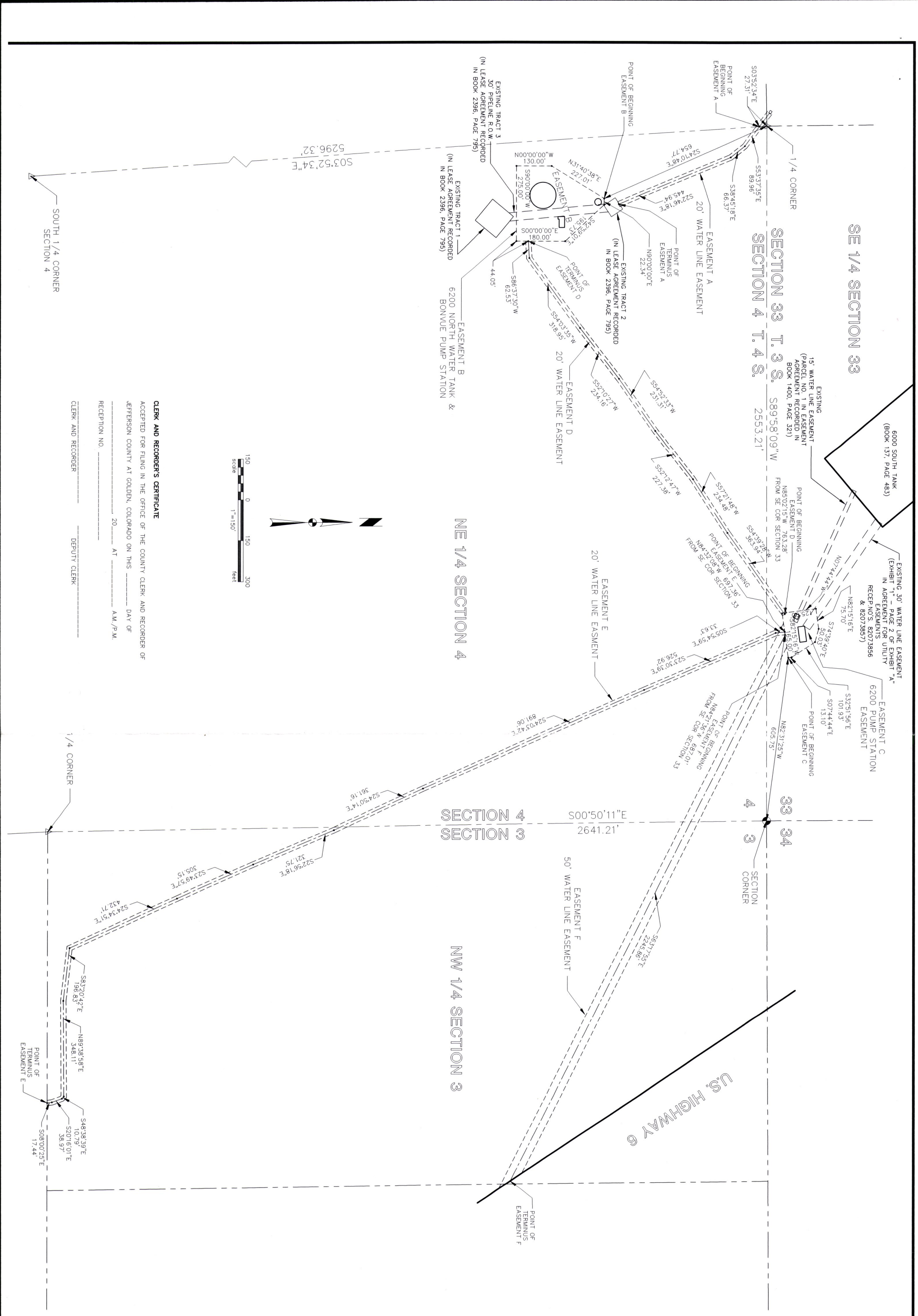
My commission expires 10/06/2013.

Susan M. Brooks
Notary Public

SUSAN M. BROOKS NOTARY PUBLIC STATE OF COLORADO

Return to:

Colorado School of Mines
Attn: Ashley Pryor, CPC
1318 Maple St.
Golden, CO 80401



CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF JEFFERSON COUNTY AT GOLDEN, COLORADO ON THIS _____ DAY OF _____, 20____ AT _____ A.M./P.M.

RECEPTION NO. _____

_____
CLERK AND RECORDER

_____
DEPUTY CLERK

CITY OF GOLDEN WATER LINE AND WATER RELATED FACILITIES EASEMENTS EXHIBIT FOR THE COLORADO SCHOOL OF MINES

SE 1/4 SEC. 33, T. 3 S., NW 1/4 SEC. 3 & NE 1/4 SEC. 4, T. 4 S., R. 70 W. OF 6TH P.M., JEFFERSON COUNTY, COLORADO

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL C. CARLSON
22564

TST INC. OF DENVER
Consulting Engineers

JOB NO.	592-312
SCALE	1"=150'
DATE	JULY 2008
SHEETS	2
SHEET	1

FILE	BONVUE-ESMTS
DESIGNED	
CHECKED	M.C.C.
DRAWN	M.C.C.

REVISIONS

By	Date	Description
M.C.C.	1/09	REVISED EASEMENT C
M.C.C.	11/09	ADD NOTES RE: RECORDING INFO OF EXISTING EASEMENTS BEING REPLACED W/ NEW EASEMENTS
M.C.C.	3/10	REVISE EASEMENT D PER NEW WATERLINE
M.C.C.	6/12	REVISE EASEMENT LABELS AS DISCUSSED

LEGAL DESCRIPTION – EASEMENT A

A 20.00 FOOT WIDE STRIP OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, JEFFERSON COUNTY, COLORADO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4, AND CONSIDERING THE NORTH LINE OF SAID NORTHEAST QUARTER TO BEAR NORTH 89°58'09"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, SOUTH 03°52'34"EAST, 27.31 FEET, MORE OR LESS, TO THE CENTERLINE OF AN EXISTING 10 INCH DIAMETER WATER LINE, AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE ALONG THE CENTERLINE OF SAID WATER LINE THE FOLLOWING THREE COURSES: (1) SOUTH 53°37'35"EAST, 89.96 FEET; (2) THENCE SOUTH 38°45'18"EAST, 66.37 FEET; (3) THENCE SOUTH 22°46'18"EAST, 445.94 FEET, MORE OR LESS, TO THE NORTHWEST LINE OF TRACT 2, DESCRIBED IN THAT LEASE AGREEMENT RECORDED IN BOOK 2396 AT PAGE 795 AND THE **POINT OF TERMINUS** OF THIS DESCRIPTION, WITH THE SIDELINES OF SAID STRIP OF LAND CONSIDERED TO BE LENGTHEND OR SHORTENED SO AS TO TERMINATE AT SAID WEST LINE OF THE NORTHEAST QUARTER AND AT THE NORTHWEST LINE OF SAID TRACT 2. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 12,045 SQUARE FEET (0.28 ACRES), MORE OR LESS.

LEGAL DESCRIPTION – EASEMENT B

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4, AND CONSIDERING THE NORTH LINE OF SAID NORTHEAST QUARTER TO BEAR NORTH 89°58'09"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE SOUTH 24°10'48"EAST, 654.77 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE NORTH 90°00'00"EAST, 22.34 FEET; THENCE SOUTH 42°59'01"EAST, 195.73 FEET; THENCE SOUTH 00°00'00"EAST, 180.00 FEET; THENCE SOUTH 90°00'00"WEST, 275.00 FEET; THENCE NORTH 00°00'00"WEST, 130.00 FEET; THENCE NORTH 31°40'38"EAST, 227.01 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION, CONTAINING 1.56 ACRES, MORE OR LESS.

NOTE: THE ABOVE EASEMENT REPLACES THE EXISTING 100 FOOT RADIUS WATER STORAGE TANK AND WATER PIPES EASEMENT PARCEL NO. 4 IN THE EASEMENT AGREEMENT RECORDED IN BOOK 1400 AT PAGE 321.

LEGAL DESCRIPTION – EASEMENT C

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 89°58'09"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE NORTH 82°31'25"WEST, 605.75 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE SOUTH 82°15'16"WEST, 165.00 FEET; THENCE NORTH 07°44'44"WEST, 125.00 FEET; THENCE NORTH 82°15'16"EAST, 75.70 FEET; THENCE SOUTH 74°39'40"EAST, 50.03 FEET; THENCE SOUTH 32°51'56"EAST, 101.93 FEET; THENCE SOUTH 07°44'44"EAST, 13.10 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION, CONTAINING 17,328 SQUARE FEET (0.40 ACRES), MORE OR LESS.

LEGAL DESCRIPTION – EASEMENT D

A 20.00 FOOT WIDE STRIP OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, AND IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, ALL IN RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, JEFFERSON COUNTY, COLORADO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 89°58'09"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE NORTH 85°02'15"WEST, 763.28 FEET, MORE OR LESS, TO THE CENTERLINE OF AN EXISTING 16 INCH DIAMETER WATER LINE, AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE ALONG THE CENTERLINE OF SAID WATER LINE THE FOLLOWING SEVEN COURSES: (1) SOUTH 54°39'28"WEST, 363.94 FEET; (2) THENCE SOUTH 57°21'48"WEST, 234.48 FEET; (3) THENCE SOUTH 52°12'47"WEST, 227.38 FEET; (4) THENCE SOUTH 54°52'33"WEST, 231.31 FEET; (5) THENCE SOUTH 52°10'27"WEST, 234.16 FEET; (6) THENCE SOUTH 54°03'35"WEST, 318.95 FEET; (7) THENCE SOUTH 86°37'30"WEST, 62.53 FEET, MORE OR LESS, TO THE EAST LINE OF EASEMENT B, DESCRIBED HEREON, AND THE **POINT OF TERMINUS** OF THIS DESCRIPTION, WITH THE SIDELINES OF SAID STRIP OF LAND CONSIDERED TO BE LENGTHEND OR SHORTENED SO AS TO TERMINATE AT SAID EAST LINE OF EASEMENT B, DESCRIBED HEREON. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 33,454 SQUARE FEET (0.77 ACRES), MORE OR LESS.

NOTE: THE ABOVE EASEMENT REPLACES THE EXISTING 15 FOOT WIDE WATER LINE EASEMENT PARCEL NO. 3 IN THE EASEMENT AGREEMENT RECORDED IN BOOK 1400 AT PAGE 321.

LEGAL DESCRIPTION – EASEMENT E

A 20.00 FOOT WIDE STRIP OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, AND IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, ALL IN RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, JEFFERSON COUNTY, COLORADO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 89°58'09"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE NORTH 84°32'08"WEST, 697.36 FEET, MORE OR LESS, TO THE CENTERLINE OF AN EXISTING 16 INCH DIAMETER WATER LINE AT THE SOUTH LINE OF EASEMENT C, DESCRIBED HEREON, AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE ALONG THE CENTERLINE OF SAID WATER LINE THE FOLLOWING TWELVE COURSES: (1) SOUTH 05°54'59"EAST, 33.63 FEET; (2) THENCE SOUTH 23°30'39"EAST, 526.92 FEET; (3) THENCE SOUTH 24°03'42"EAST, 891.06 FEET; (4) THENCE SOUTH 24°50'14"EAST, 361.16 FEET; (5) THENCE SOUTH 22°56'18"EAST, 321.75 FEET; (6) THENCE SOUTH 23°49'57"EAST, 305.15 FEET; (7) THENCE SOUTH 24°34'51"EAST, 432.71 FEET; (8) THENCE SOUTH 83°20'42"EAST, 196.83 FEET; (9) THENCE NORTH 89°38'58"EAST, 348.11 FEET; (10) THENCE SOUTH 48°38'39"EAST, 10.79 FEET; (11) THENCE SOUTH 20°16'01"EAST, 38.97 FEET; (12) THENCE SOUTH 08°00'25"EAST, 17.44 FEET, MORE OR LESS TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 3, AND THE **POINT OF TERMINUS** OF THIS DESCRIPTION, WITH THE SIDELINES OF SAID STRIP OF LAND CONSIDERED TO BE LENGTHEND OR SHORTENED SO AS TO TERMINATE AT SAID SOUTH LINE OF EASEMENT C, AND AT SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 3. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 1.60 ACRES, MORE OR LESS.

NOTE: THE ABOVE EASEMENT REPLACES THE EXISTING 20 FOOT WIDE WATER LINE EASEMENT EXHIBIT "1" – PAGE 1 OF EXHIBIT "A" IN THE AGREEMENT FOR UTILITY EASEMENTS RECORDED AT RECEPTION NO'S. 82073856 AND 82073857.

LEGAL DESCRIPTION – EASEMENT F

A 50.00 FOOT WIDE STRIP OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, AND IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, ALL IN RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, JEFFERSON COUNTY, COLORADO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 89°58'09"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE NORTH 84°21'36"WEST, 687.01 FEET, MORE OR LESS, TO A LINE RUNNING BETWEEN TWO EXISTING 12 INCH DIAMETER WATER LINES AT THE SOUTH LINE OF EASEMENT C, DESCRIBED HEREON, AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE ALONG SAID LINE BETWEEN THE TWO WATER LINES, SOUTH 63°17'55"EAST, 2245.86 FEET TO THE WEST RIGHT–OF–WAY LINE OF U.S. HIGHWAY 6, AND THE **POINT OF TERMINUS** OF THIS DESCRIPTION, WITH THE SIDELINES OF SAID STRIP OF LAND CONSIDERED TO BE LENGTHEND OR SHORTENED SO AS TO TERMINATE AT SAID SOUTH LINE OF EASEMENT C, AND AT SAID WEST RIGHT–OF–WAY LINE OF U.S. HIGHWAY 6. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 2.58 ACRES, MORE OR LESS.

NOTE: THE ABOVE EASEMENT REPLACES THE EXISTING 15 FOOT WIDE WATER LINE EASEMENT PARCEL NO. 2 IN THE EASEMENT AGREEMENT RECORDED IN BOOK 1400 AT PAGE 321.

LEGAL DESCRIPTION – ACCESS EASEMENT

UNDER THE SAME PROVISIONS FOR THE EASEMENTS DESCRIBED HEREIN, AN ACCESS EASEMENT IS HEREBY GRANTED TO THE CITY OF GOLDEN, FOR THE INGRESS AND EGRESS OVER AND ACROSS THE EXISTING ACCESS DRIVES TO THE CITY FACILITIES, AND OVER AND ACROSS ANY FUTURE ACCESS DRIVE RELOCATIONS MUTUALLY AGREED UPON BY BOTH PARTIES.

SURVEYOR'S CERTIFICATE

TO THE CITY OF GOLDEN, AND THE COLORADO SCHOOL OF MINES _____

_____;

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, BASED UPON FIELD SURVEYS OF THE SECTION CORNERS SHOWN HEREON AND UPON THE LOCATION OF WATER LINES AS PROVIDED BY THE CITY OF GOLDEN.

_____ _____

DATE MICHAEL C. CREGGER
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

THIS SURVEY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES AS NAMED IN THE CERTIFICATE AS SHOWN HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED ENTITY OR PERSON WITHOUT AN EXPRESS RE–CERTIFICATION BY THE SURVEYOR, ON BEHALF OF TST INC. OF DENVER, NAMING SUCH PERSON OR ENTITY.

REVISIONS		
By	Date	Description
M.C.C.	1/09	REVISED EASEMENT C
M.C.C.	3/10	REVISE EASEMENT D PER NEW WATERLINE

DRAWN M.C.C.

CHECKED M.C.C.

DESIGNED

FILE BONVUE–ESMTS

COLORADO REGISTERED
MICHAEL C. CREGGER
22564
PROFESSIONAL LAND SURVEYOR

CITY OF GOLDEN WATER LINE AND WATER RELATED FACILITIES EASEMENTS EXHIBIT FOR THE COLORADO SCHOOL OF MINES

SE 1/4 SEC. 33, T. 3 S, NW 1/4 SEC. 3 & NE 1/4 SEC. 4, T. 4 S, R. 70 W. OF 6TH P.M, JEFFERSON COUNTY, COLORADO

TST

TST INC. OF DENVER
Consulting Engineers

JOB NO. 592–312

SCALE N.A.

DATE JULY 2008

SHEETS 2 SHEET 2

8

4. If this easement is granted pursuant to §24-82-201 C.R.S., as amended, this Easement Agreement shall not be deemed valid unless and until approved by the officials and officers of the State of Colorado as required by §24-82-202 C.R.S., as amended, or such assistants as they may designate. Signature by the Grantor shall be deemed to be verification of approval of the commission or board, if any, of the institution, department or agency across the premises of which this easement is hereby granted.

5. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.

6. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.

7. Grantor and Grantee agree that this Easement Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the officials and officers of the State of Colorado as required by the Colorado Revised Statutes, as amended, or such assistants as they may designate. This Agreement shall not alter or affect previously granted easements.

8. Grantee shall be responsible for recording this Easement Agreement with the Clerk and Recorder's Office in the county or counties in which the Property is located. Grantee shall provide Grantor with a conformed copy of the recorded easement.

9. Any notice required or permitted by this Easement Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Grantor:

Chris Cocallas
Director, Capital Planning and Const.
Colorado School of Mines
1318 Maple Street
Golden, CO 80401

Grantee:

City Manager
City of Golden
911 Tenth Street
Golden, CO 80401

Cc: Real Estate Programs
Attn: Real Estate Specialist
1313 Sherman Street, Suite 319
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

10. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character, including but not limited to coal, asphaltum, oil and gas in or under said easement.

11. If any part of this Easement Agreement is found, decreed or held to be void or unenforceable, the remainder of the provisions of this Easement Agreement shall not be affected thereby and shall remain in full force and effect.

12. This Easement Agreement shall be governed by the laws of the State of Colorado.

13. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, its departments, institutions, agencies, enterprises, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S. and §24-30-1501, et seq. C.R.S. Any provision of this Easement Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Grantor and the Grantee to the above cited laws.

GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee's agents, assigns and successors shall have access at all times, subject to Grantor's security policies and procedures, to the Property for the purposes set forth herein.

GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this easement, the right to dispose of the Property and to use the Property for other purposes provided such use does not materially interfere with the easement granted herein. In the event Grantor shall, in the future, wish to grant additional easements or rights-of-way which encroach upon the easement granted herein, Grantee expressly agrees and covenants it will consent to share the Property, provided the proposed additional easements or rights-of-way do not materially interfere with the purposes for which this easement is granted.

2. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within three hundred sixty (360) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. In the event that Grantee does not remove the improvements within such period, Grantor shall have the option, at its election, to either 1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or 2) consider such improvements to be abandoned and the improvements shall become the property of Grantor. Except as otherwise provided herein, termination of this Easement Agreement shall be by operation of law. If this Easement Agreement is so terminated, consideration paid shall be forfeited.

3. Grantee may not use this grant of easement for any purpose other than that which is specifically described herein. If the Property is used by Grantee for any purpose other than stated herein, the easement is automatically terminated, and all of the right, title and interest of Grantee (and Grantee's successors or assigns) in and to the Property become null and void, and the Property shall absolutely revert to and revest in Grantor as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and Grantee shall remove improvements as provided above.

No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of the paragraph.

4. Grantee agrees to comply with all rules, regulations and policies authoritatively promulgated pertaining to the use of the Property so long as such rules, regulations, and policies do not unreasonably interfere with Grantee's use of the Property for the purposes provided herein.

5. To the extent authorized by the laws and Constitution of the state of Colorado and the City of Golden Home Rule Charter, and without waiving any of the provisions and protections of the Colorado Governmental Immunity Act, Grantee agrees to indemnify, defend and hold harmless the Grantor against all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its successors, assigns, agents or contractors or arising out of Grantee's use of the Property. In the event that Grantee contracts for any work to be performed on the Property, Grantee shall require its contractors and subcontractors to indemnify, defend and hold harmless Grantor, its employees and agents from any and all claims, damages and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors' and/or subcontractors' actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this easement.

6. Grantee agrees that all excavations or other temporary removal of soil as required for Grantee's use of the Property for the purposes set forth herein shall be properly replaced, and Grantee shall seed, restore and revegetate the surface to substantially its condition existing prior to the disturbance as reasonably possible. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee's use of the Property for the purposes set forth herein. Routes of ingress and egress for construction or for maintenance are to be limited to the minimum necessary locations, and all work areas created must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible by Grantee. Grantor shall determine, in its sole discretion, whether Grantee's restoration complies with this paragraph. In the event Grantee fails to perform the restorative or revegetative work required by this paragraph to the sole satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or revegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.

7. The easement granted herein is subject to the condition that the Grantee shall properly obtain and maintain all necessary permits or approvals required by Federal, State and local laws, regulations and ordinances. Grantee shall comply with all applicable laws and ordinances (and all rules, regulations and requirements of any governmental authority promulgated thereunder) controlling environmental standards and conditions of Grantee's use of the Property. If any such law, ordinance, rule, regulation or requirement is violated as a result of Grantee's use of the Property and/or its operations on the Property, Grantee shall protect, defend, indemnify and hold harmless Grantor from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by Grantor.

8. Grantee shall provide Grantor with as-built drawings showing the location of any improvements constructed on the Property (including location and depth of any improvements located underground) within thirty (30) days after completion of construction of such improvements.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year first above written.

GRANTOR:
STATE OF COLORADO
John W. Hickenlooper, Governor
Acting by and through the
Department of Higher Education

By: _____
For the Executive Director

APPROVED:

STATE OF COLORADO
Department Of Personnel & Administration
Real Estate Programs

By: _____
For the Executive Director

APPROVED:

STATE OF COLORADO
John W. Suthers, Attorney General

By: _____

GRANTEE:
City of Golden

By: _____

Title: _____

(If Corporation)
Attest (Seal)

By: _____
City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, on behalf of the State of Colorado, Grantor. Witness my hand and official seal.

My commission expires _____.

_____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ on behalf of the Grantee. Witness my hand and official seal.

My commission expires _____.

_____

Notary Public