

**RESOLUTION NO. 2253**

**A RESOLUTION OF THE GOLDEN CITY COUNCIL ACCEPTING  
AGREEMENTS CONVEYING FOUR SEPARATE EASEMENTS TO  
THE CITY OF GOLDEN FOR THE PEDESTRIAN BRIDGE OVER  
US HIGHWAY 6 AT THE WEST RAIL GOLDEN STATION**

WHEREAS, the City of Golden has worked diligently over the past several years to secure funding and authorization to construct a pedestrian bridge to link Golden neighborhoods south of US 6 to the new light rail station; and

WHEREAS, the pedestrian bridge project has received design approval and is ready for acceptance of bids and the start of construction in the near future: and

WHEREAS, City Council wishes to accept the conveyance of easements from Jefferson County, Regional Transportation District, and NexCore GR Land LLC for the construction and operation of the bridge.

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

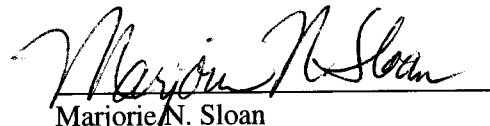
Section 1. City Council accepts the easement agreement with Jefferson County for Parcel PE-3, substantially in the form attached hereto as Exhibit A. The Mayor is authorized to execute the agreement.

Section 2. City Council accepts the easement agreement with The Regional Transportation District for Parcel PE-2, substantially in the form attached hereto as Exhibit B. The Mayor is authorized to execute the agreement.

Section 3. City Council accepts the easement agreement with NexCore GR Land LLC for Parcel PE-1, substantially in the form attached hereto as Exhibit C. The Mayor is authorized to execute the agreement.

Section 4. City Council accepts the easement agreement with NexCore GR Land LLC for Parcel PE-3A, substantially in the form attached hereto as Exhibit D, subject to the condition that the easement be executed by NexCore GR Land LLC, and delivered to the City upon purchase and acquisition of the larger parcel known as the Jefferson County owned parcel, Schedule Number 204403. The Mayor is authorized to execute the agreement.

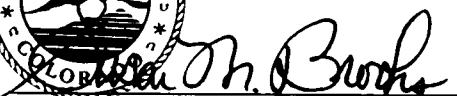
Adopted this 18<sup>th</sup> day of April, 2013.

  
Marjorie N. Sloan  
Mayor

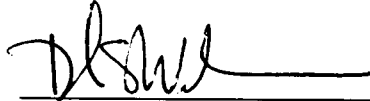
Resolution No. 2253

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Susan M. Brooks, MMC  
City Clerk

Approved as to form:

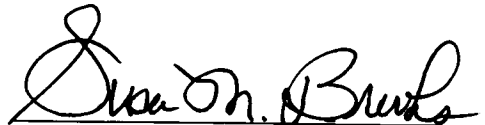


David S. Williamson  
City Attorney

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 18<sup>th</sup> day of April, 2013.



ATTEST:



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

RESO 2253 - EX "A"

## **PEDESTRIAN BRIDGE EASEMENT AGREEMENT**

THIS PEDESTRIAN BRIDGE EASEMENT AGREEMENT (this "Easement Agreement") is dated for reference purposes only this \_\_\_\_ day of \_\_\_\_\_, 2013, and is between the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate (the "County") and the CITY OF GOLDEN, STATE OF COLORADO, a Colorado municipal corporation (the "City"). The County and the City are referred to herein individually as a "Party" and collectively as the "Parties".

### **RECITALS**

A. The County is the owner in fee simple of certain real property located in Jefferson County, Colorado, described as Lot 2, Jefferson County Government Center Subdivision Filing No. 1, recorded September 4, 2009 at Reception No. 2009089457 (the "Property"). The Jefferson County Finance Corporation, a Colorado non-profit corporation owns the remainder of the property where the County operates in the area which is commonly known as the Jefferson County Administration and Courts Building located at 100 Jefferson County Parkway, Golden, CO 80419 (the "Administration and Courts Building").

B. The City desires to design, construct and maintain a pedestrian bridge (the "Bridge") which will provide the public access from the south side of US Highway 6 to the Regional Transportation District's Light Rail Station that was constructed directly adjacent and to the east of the Property which is located on Lot 1, Jefferson County Government Center Subdivision Filing No. 1, recorded September 4, 2009 at Reception No. 2009089457 (the "Light Rail Station").

C. The City has entered into an agreement with the Colorado Department of Transportation relating to the design, construction and maintenance of the Bridge.

D. The City has entered into an agreement with the Regional Transportation District relating to construction, maintenance and operation of the Bridge.

E. The City has requested and the County is willing to convey an easement over the Easement Area (described below) which will provide an area for the construction and maintenance of the Bridge.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual agreements, conditions, and provisions hereinafter set forth, the Parties agree to the following:

#### **ARTICLE I: GRANT OF EASEMENT**

1. Easement. The County hereby grants to the City an non-exclusive permanent easement over, under and across the County's property more particularly described on Exhibit A attached hereto and incorporated by this reference (the "Easement Area") for the purpose of constructing, operating and maintaining upon the Easement Area a pedestrian bridge with the stairs, ramps, elevators (if any), sidewalks, other paved pathways, landscaping and associated drainage improvements necessary to provide access to the Light Rail Station, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of the Easement Area for the purposes stated herein.

2. Temporary Easement for Initial Construction. During the period of the initial construction of the Bridge, the Easement Area shall include all of Lot 2, Jefferson County Government Center Subdivision Filing No. 1 (the "Temporary Construction Easement"). This Temporary Construction Easement is temporary and shall terminate sixty (60) days after completion of the initial construction of the Bridge. All construction access for the initial construction of the Bridge shall take place from the east and the City will attempt to minimize disruptions to the public and County employees accessing the Administration and Courts Building to the greatest extent possible. All existing structures, sidewalks, utilities, trees, shrubbery, located on County property or Jefferson County Finance Corporation property shall be protected against damage at all times by the City during the construction. The City shall be held responsible for repairing or replacing any and all property which is damaged by reason of the City's operation on the County's property or Jefferson County Finance Corporation property to the satisfaction of the County.

3. Reservation of Rights. The County reserves the right to use and occupy the Easement Area for any purpose not inconsistent with the rights and privileges granted herein.

## ARTICLE II: WORK STANDARDS

1. Construction Plans. The County has reviewed and approved the Construction Plans dated January 14, 2013, by Bohannon Huston (the "Construction Plans"), and the City is hereby authorized to proceed with construction of the Bridge in accordance with the Construction Plans. To the extent there are any material or significant modifications to the Construction Plans, the County shall have an opportunity to review and approve those modifications, which approval shall not be unreasonably delayed or withheld.

2. Time Table. At any time during the duration of this Easement, prior to the City conducting any construction, construction-preparation or maintenance activities on the Easement Area (other than surveying and measuring) the City shall provide to the County a written timetable setting forth the construction or maintenance and the completion schedule. The City agrees that no construction on the Bridge will commence prior to April 28, 2013.

3. Work Standards. The City and its contractors and agents shall (a) conduct its activities on the Easement Area in a safe and workmanlike manner in accordance with standard engineering and construction practices; (b) maintain the Easement Area in good condition and repair; and (c) conduct its activities on the Easement Area in compliance with all applicable governmental rules, regulations and requirements, including without limitation, all regulatory

bodies exercising jurisdiction over the City and the County's property. The City agrees to obtain such permits, licenses or other authority as may be required from federal, state, county, city or other governmental agencies or units exercising jurisdiction over the activities to be conducted by the City in connection with this Easement Agreement.

4. Insurance.

- a. At all times, the City and any contractor it hires to perform the construction, maintenance or repair of the Bridge shall purchase and maintain insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from any activities related to this Easement Agreement, whether such operations be by themselves or by any contractor or subcontractor, or by anyone for whose acts any of them may be liable. The City and its contractors shall name the County as an additional insured to such insurance policy.
- b. Prior to commencement of work within the Easement Area, including but not limited to any maintenance and repair activities, the City, its contractors or agents, shall provide the County with a certificate of insurance naming the County (and the City for any contractors or agents) as an additional insured on insurance including the minimum insurance requirements set forth on Exhibit B, which requirements may be updated from time-to-time by the County without an amendment to this Easement Agreement. For purposes of clarity, during the completion of any construction, maintenance or repairs on the Property, the combination of insurance of the City and/or its contractor shall meet the requirements set forth on Exhibit B, as updated from time-to-time. The City and/or its contractor shall submit the certificates of insurance to the County for acceptance prior to commencing any work on the Property throughout the term of this Easement Agreement.

5. Lien Protection. The City shall not permit any mechanics', materialmen's or other liens to stand against the Property or any part thereof for work or materials furnished the City in connection with this Easement Agreement. If at any time a lien or encumbrance is filed or recorded against the Property as a result of the City's failure to satisfy the same, the City shall promptly discharge said lien or encumbrance, and if said lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded, the City will deposit with the County an amount in cash equal to one hundred fifty percent (150%) of the amount of the lien filed or post a bond reasonably satisfactory to the County and shall leave the same on deposit with the County until said lien is discharged.

6. As-Built Survey. Upon completion of construction, and prior to the Bridge being placed into any service, the City shall provide the County with an as-built survey which reflects the location of the improvements within the Easement Area, prepared and stamped by a licensed surveyor in good standing with the State of Colorado.

ARTICLE III: MAINTENANCE, LANDSCAPING AND ARCHITECTURAL RESTRICTIONS

1. Bridge Maintenance. The City is responsible for all the maintenance and operational costs for the Bridge. The City will be responsible for all snow removal and trash and debris removal from the Bridge and the Easement Area. The City shall be responsible for graffiti removal promptly after the graffiti is identified. The County shall notify the Director of Community and Economic Development, at (303) 384-8095, with any concerns regarding maintenance or operation of the Bridge during the term of this Easement Agreement. The Construction Plans indicate a decorative railing will connect the fence along the Regional Transportation District's Property to the Bridge structure. The County will not be responsible for the maintenance of any decorative railing on the Property or Jefferson County Finance Corporation property.

2. Landscape Plans and Maintenance.

a. Plans. The City will be responsible for the initial installation of all landscaping relating to the Bridge construction. The City will be responsible for all costs and work associated with any irrigation improvements or changes to the County's existing system as a result of the landscape installation relating to the Bridge. The County has approved the Landscape Plans dated January 14, 2013, by Bohannon Huston (the "Landscape Plans"), with the following changes: 1) the City shall use a Native Dryland seed mix as more particularly described on Exhibit C (which is what the County uses for all landscaping on its property), and 2) all trees to be planted should be pine trees (not deciduous trees as identified in the Landscape Plans). To the extent there are any material or significant modifications to the Landscape Plans, other than as described above, the County shall have an opportunity to review and approve those modifications, which approval shall not be unreasonably delayed or withheld. The County shall approve the installation of all landscape improvements on the Property prior to the completion of construction. If Bridge construction is completed during the winter months and landscape improvements have not been installed, then all landscape improvements shall be approved during the growing season immediately following construction when implementation of the Landscape Plans is reasonable. The City shall include a one-year warranty period for all landscape improvement contracts relating to the initial installations of landscaping and irrigation associated with the Bridge as identified in the Landscape Plans.

b. Maintenance. After the one-year warranty period expires as described in the previous paragraph and the plant materials are established, the County will take over all maintenance responsibilities for the landscaping surrounding the Bridge located on the Property. For purposes of clarity, the City will be required to maintain any landscaping that may be placed within or on the Bridge, including but not limited to, the parcel of land that is interior to the ramp that connects the Bridge across US Highway 6 to the ground level sidewalk which provides pedestrian access to the Light Rail Station. The City will obtain the County's approval of the installation of any landscaping or other features within the Bridge and specifically the parcel of land that is interior to the ramp, which approval

shall not be unreasonably withheld. The County will provide water for the landscape improvements at no cost to the City. If the landscaped areas require additional care, maintenance or removal in the future, the County shall have full rights to modify and adjust the landscaping so long as such changes do not adversely affect the Bridge and related improvements, without approval from the City.

3. Signage. No signs shall be placed on the Bridge without the prior written consent of the County, which approval shall not be unreasonably delayed or withheld. At no time shall any sign on the Bridge indicate in any fashion that the Bridge was constructed by Jefferson County. The City is permitted to place directional signage on the Bridge to provide pedestrians with information on the directions to proceed and information on who to contact at the City with questions about the operation or maintenance of the Bridge.

4. Lighting. No lights or lighting fixtures shall be placed on the Bridge without the prior written consent of the County. At this time the City does not intend to provide any lighting on the Bridge. At a future date, if the City so desires, the City may install security lights on the Bridge and related ramps to add additional safety to the public using the Bridge. The additional security lighting plans shall be submitted to the County for approval prior to construction, which approval shall not be unreasonably delayed or withheld.

5. Drainage. The City shall incorporate into the Construction Plans drainage facilities necessary for the capture and release of water onto County and other property created by the Bridge, abutments, ramps, stairs, and any other improvements proposed in the Easement Area. The City shall identify all points where water will be released from the Bridge or associated improvements and shall identify appropriate measures to control erosion in those locations. The City shall be responsible for all maintenance required for the drainage facilities associated with the Bridge and the improvements within the Easement Area and the City shall be responsible for erosion and water damage within the Easement Area or on adjacent County Property caused by the Bridge and related improvements.

#### ARTICLE IV: GENERAL PROVISIONS

1. Restoration. Upon completion of the construction or of any subsequent maintenance of the Bridge, the City shall, at its sole cost and expense, and to the satisfaction of the County, promptly restore the Easement Area as closely as possible to its condition prior to installation or repair of the Bridge. All existing structures, sidewalks, utilities, trees, shrubbery, located on County property or Jefferson County Finance Corporation property shall be protected against damage at all times by the City during any construction or maintenance operations. The City shall be held responsible for repairing or replacing any and all property which is damaged by reason of the City's operation on the County's property or Jefferson County Finance Corporation property to the satisfaction of the County.

2. No Liability. The County shall not be liable to the City or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by the City, its contractors, subcontractors, agents, employees, licensees, or invitees of the

Easement Area, failure to maintain the Bridge, or by reason of any act or thing done or omitted to be done during the term of this Easement Agreement by the City, its contractors, subcontractors, agents, employees, licensees, or invitees.

3. Indemnification. To the extent permitted by law, and without waiving any provision of the Colorado Governmental Immunity Act, the City indemnifies and holds the County harmless from any and all loss or damage, and claims of loss or damage, including without limitation attorneys' fees, sustained or incurred by the County resulting from any loss or injury or damage to any person or property related to the exercise of rights granted herein, or any act or thing done or omitted to be done during the term of this Easement Agreement by the City, its contractors, subcontractors, agents, employees, permittees, or invitees. The obligations of the City hereunder shall survive termination of this Easement Agreement.

4. Violations. If either party determines that the other party is in violation of the terms of this Easement Agreement (the "Alleging Party"), it shall give written notice of such violation and demand corrective action sufficient to cure the violation. If the other party fails to, at its sole cost and expense, cure the violation within thirty (30) days after the receipt of the notice of such alleged breach, or under the circumstances where violations cannot reasonably be cured within such thirty (30) day period, if the other party fails to begin curing such violation within such thirty (30) day period and fails, at its sole cost and expense to continue diligently to cure such violation until finally cured, then the Alleging Party may institute a suit to enforce the terms of this Easement Agreement (including by specific performance) to enjoin the violation by injunction, and to recover any damages to which such party may be entitled for violation of the terms of this Easement Agreement. The prevailing party to any legal action brought to enforce the terms of this Easement Agreement shall be entitled to all costs of suit, including, without limitation, reasonable attorneys' fees.

5. Waiver. Enforcement of the terms of this Easement Agreement will be at the discretion of the parties and any forbearance by either party to exercise its rights herein will not be deemed or construed to be a waiver of such breach or of any subsequent breach of the same or any other term of this Easement Agreement or of any of the parties' rights under this Easement Agreement. No delay or omission by any party in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver.

6. Title. The County makes no representation, nor will the County be liable to the City, with respect to title to the Easement Area and any prior encumbrance which may affect title to any portion of the Easement Area. This Easement Agreement is subject to all prior encumbrances, restrictions, rights, claims and interests of record, or otherwise.

8. Counterparts. This Easement Agreement may be executed in counterparts, each of which, taken as a whole, shall constitute but a single instrument.

9. Approvals. Nothing granted hereunder is intended to convey or imply the approval of any federal, state, or local regulatory or governmental agency, including Jefferson County, with respect to any actions which the City may desire to take under the terms of this Easement Agreement or otherwise relating to the Easement Area.



10. Governing Law and Venue. This Easement Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Jefferson, State of Colorado.

11. Runs with the Land. The covenants, terms, conditions, and restrictions of this Easement Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns and will continue running within the land in perpetuity.

13. Entire Agreement. This written Easement Agreement constitutes the entire agreement of the parties. No provisions regarding the subject matter of this Easement Agreement, other than those expressly set forth herein, will be of any force and effect. No modification, change or alteration of this Easement Agreement will be of any force or effect, unless in writing and signed by the Parties.

14. Notice. All notices, demands, requests and other communications required or permitted under this Easement Agreement will be in writing and will be deemed delivered when actually received or, if by telecopy, on the next business day after receipt, or, if earlier, and regardless whether actually received or not, three days after deposit in the United States mails, first class, postage prepaid, registered or certified addressed as follows:

if to the City:                      Director of Community and Economic Development  
   City of Golden  
   911 10<sup>th</sup> Street  
   Golden, CO 80401

if to the County:                      County Administrator  
   100 Jefferson County Parkway, Suite 5000  
   Golden, CO 80419

with a copy to:                      Jefferson County Attorney's Office  
   100 Jefferson County Parkway, Suite 5500  
   Golden, CO 80419

Any party may change its address by giving notice to the other parties as provided for above.

15. Defenses. The County and the City expressly reserves the right to assert all defenses and liability limitations provided by law, including, without limitation, the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.* or any successor acts or provisions.

16. Abandonment. If the City shall abandon its rights herein granted and cease to use the same, all right, title and interest of the City hereunder shall cease and terminate and the County shall hold the Property, as the same may then be, free from the City's rights so abandoned and shall own all materials, structures and facilities of the City so abandoned.

17. Force Majeure. Nothing contained in this Easement Agreement will be construed to entitle either party to bring any action against the other for any injury to or change in the Easement Area resulting from causes beyond a party's control, including, without limitation, use of the Easement Area by the general public, fire, flood, storm, and earth movement, or from any prudent action taken by either party under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area, or injury or loss of life to any natural person, resulting from any such causes.

18. Interpretation. This Easement Agreement and the grant of easements herein shall not be strictly construed, but shall be given a reasonable construction so that the intention of the parties hereunder is fulfilled. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and will have no effect upon construction or interpretation.

19. Appropriations. Any and all obligations of either Party under and pursuant to this Easement Agreement that requires funding are subject to prior annual appropriations of monies expressly made by the respective governing body of the Party for the purposes of this Agreement. Nothing herein shall be construed as a multiple fiscal year obligation as described by Article X Section 20 of the Colorado Constitution by either Party.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Parties have executed this Pedestrian Bridge Easement Agreement.

THE COUNTY:

ATTEST:  
(Seal)

COUNTY OF JEFFERSON,  
STATE OF COLORADO

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Donald Rosier, Chairman  
Board of County Commissioners

STATE OF COLORADO     )  
                                      ) ss.  
COUNTY OF JEFFERSON    )

The foregoing Pedestrian Bridge Easement Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Donald Rosier as Chairman of the Board of County Commissioners for the County of Jefferson, State of Colorado.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant County Attorney

THE CITY:

CITY OF GOLDEN  
STATE OF COLORADO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

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

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF JEFFERSON )

The foregoing Pedestrian Bridge Easement Agreement was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_ as \_\_\_\_\_ of the City of Golden, State  
of Colorado.

WITNESS my hand and official seal.

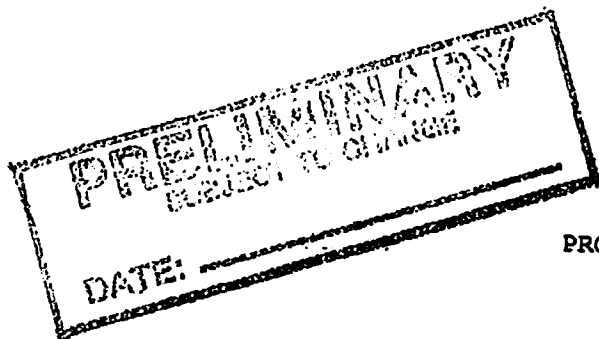
My Commission expires: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

EXHIBIT A  
LEGAL DESCRIPTION OF EASEMENT AREA



## PROPERTY DESCRIPTION

A TRACT OF LAND BEING A PART OF LOT 2 AS SHOWN ON THE PLAT OF JEFFERSON COUNTY GOVERNMENT CENTER SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NUMBER 2009089457, JEFFERSON COUNTY RECORDS. SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

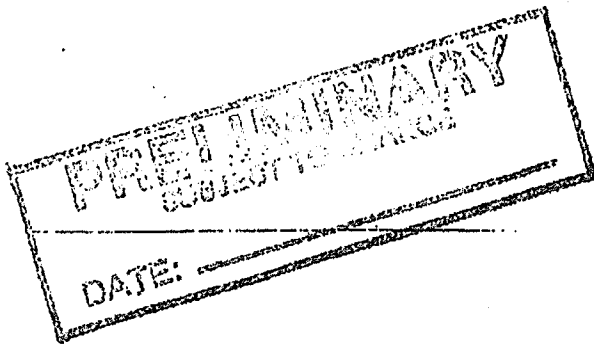
BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 2 AND A POINT ON THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 6;  
 THENCE ALONG THE NORTHWESTERLY LOT LINE OF SAID LOT 2 N 53°42'38" E, A DISTANCE OF 36.39 FEET TO A POINT OF NON-TANGENT CURVATURE;  
 THENCE ALONG A 134.79-FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 48°58'08", AN ARC LENGTH OF 115.20 FEET, AND WHOSE LONG CHORD BEARS S 89°23'16" E, A DISTANCE OF 111.73 FEET TO A POINT OF NON-TANGENT CURVATURE;  
 THENCE LEAVING SAID LOT LINE AND ALONG A 229.22-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34°36'43", AN ARC LENGTH OF 138.47 FEET, AND WHOSE LONG CHORD BEARS S 24°13'49" E, A DISTANCE OF 136.38 FEET TO A POINT OF NON-TANGENCY AND TO A POINT ON THE SOUTHERLY LOT LINE OF SAID LOT 2;  
 THENCE ALONG SAID LOT LINE N 58°26'54" W, A DISTANCE OF 103.53 FEET TO A POINT;  
 THENCE S 31°36'38" W, A DISTANCE OF 62.83 FEET TO A POINT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 6;  
 THENCE CONTINUING ALONG SAID LOT LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY N 36°16'52" W, A DISTANCE OF 128.21 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 13,580 SQUARE FEET MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED ON THE CHORD BEARING OF THE 134.79-FOOT RADIUS CURVE AT THE NORTHWEST BOUNDARY OF SAID JEFFERSON COUNTY GOVERNMENT CENTER SUBDIVISION FILING NO. 1, SAID CHORD BEARS N 72°13'41" E, WITH ALL OTHER BEARINGS HEREIN RELATIVE THERETO. BEING MONUMENTED A BOTH ENDS WITH FOUND REBAR WITH PLASTIC CAP P.L.S. NO. 26600

EXHIBIT "A"

PAGE 2 OF 3



I, VAUGHN A. SARGENT A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO,  
DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE  
PREPARED FOR AND ON BEHALF OF JEFFERSON COUNTY, UNDER MY RESPONSIBLE CHARGE,  
AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF, IS CORRECT.

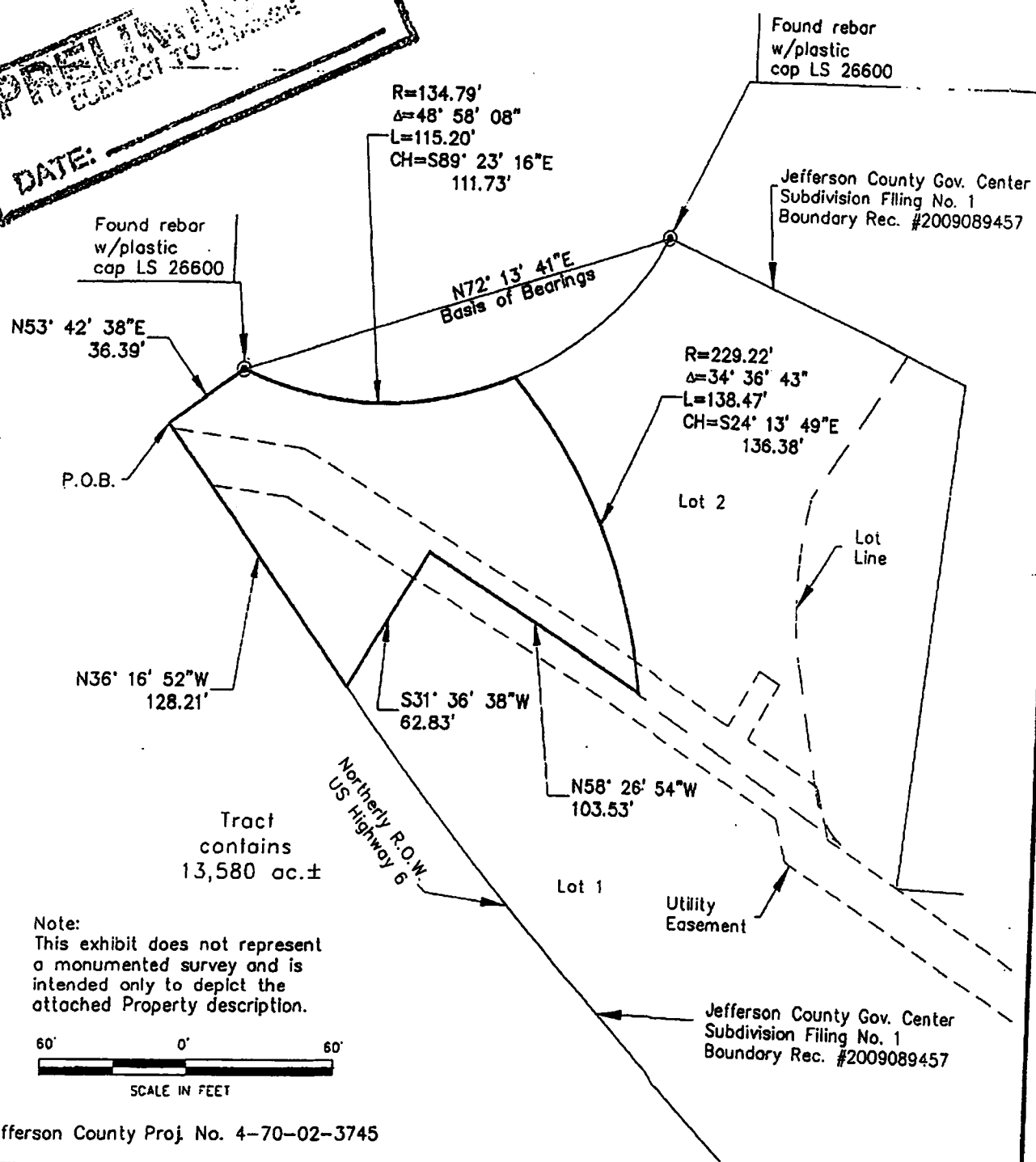
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VAUGHN A. SARGENT, P.L.S.  
COLORADO REGISTRATION NO. 30121

SW 1/4 SECTION 2, TOWNSHIP 4 SOUTH, RANGE 70 WEST 6th P M

JEFFERSON COUNTY

**PRELIMINARY**  
DATE: \_\_\_\_\_



Jefferson County Proj. No. 4-70-02-3745

DATE: 03/16/11	JEFFERSON COUNTY TRANSPORTATION AND ENGINEERING 100 JEFFERSON CNTY. PKWY., SUITE 3500 GOLDEN, CO. 80419 (303) 271-8495
DRAWN BY: D.A.M.	
CHECKED BY: V.S.	<b>EXHIBIT 'A' 3 of 3</b> <b>PEDESTRIAN CROSSING, TRAIL, SIDEWALK EASEMENT</b> <b>JEFFERSON COUNTY TO CITY OF GOLDEN</b>
SCALE: As Shown	
FILE:	



# EXHIBIT B

	<b>INSURANCE REQUIREMENTS -</b>	<b>GENERAL</b>
I	<b>Prior to the commencement of any work the vendor shall forward certificates of insurance to the department specified in the award document.</b>	
II	<b>Certificate Holder must be Jefferson County, Colorado.</b>	Required
II	<b>Jefferson County must be added as an additional insured to general liability, auto liability, and any excess liability policies.</b>	Required
III	<b>Insurance - Minimum requirement</b>	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required
	Commercial General Liability - on an Occurrence Form The policy must not exclude or reduce coverage for mobile equipment, personal injury; blanket contractual; and death. Personal injury coverage must have the employee exclusion deleted. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County.	Required \$1M ea occurrence \$2M general aggregate
	Commercial automobile liability insurance - including hired and non-owned vehicles, if autos are used in the performance of work under this agreement. Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance	Required
	Certificates of insurance on all policies to the county shall provide written notice of not less than 30 days prior to cancellation or non-renewal of coverage	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed or approved to do business in Colorado and shall have an A.M. Best rating of not less than A-/VII. Additionally the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
IV	<b>Any deviations below the standards given above must be approved by Jefferson County Risk Management</b>	Required
V	<b>Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Risk Management has approved a deviation</b>	Required

M:\GROUPS\RISK\General.doc

## EXHIBIT C

### NATIVE DRYLAND SEED MIX

<u>Grass</u>	<u>% by Weight</u>
Streambank wheatgrass 'Sodar'	35%
Thickspike wheatgrass 'Critana'	30%
Western wheatgrass 'Arriba'	28%
Blue grama 'Lovington'	4%
Canby bluegrass	3%

Seed at 15-lbs. pure live seed per acre.

Acceptable seeding time between October 1 and May 1.

## STAIR LANDING EASEMENT AGREEMENT

THIS STAIR LANDING EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **REGIONAL TRANSPORTATION DISTRICT** ("Grantor"), a political subdivision of the State of Colorado with a mailing address of 1600 Blake Street, Denver, CO 80202-1399 and the **CITY OF GOLDEN**, a municipal corporation, whose legal address is 911 10<sup>th</sup> Street, Golden, Colorado 80401 ("Grantee"), (individually, a "Party" and collectively, the "Parties").

Subject to and in accordance with the terms, covenants and conditions contained in this Agreement, and in consideration of the mutual agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. GRANT.** Grantor hereby grants to Grantee, its heirs, successors and assigns, a permanent, non-exclusive easement (the "Easement") on, across and over a parcel of land as described on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Property") for the purpose of a stair landing and stairs to appurtenant to a pedestrian bridge crossing over West 6<sup>th</sup> Avenue as indicated on the plans and specifications attached hereto as Exhibit B (the "Stair Landing") and incorporated herein by this reference.

**II. RESERVED RIGHTS.** Grantor retains the right to use and occupy the Easement Property insofar as such use and occupancy is consistent with and does not impair the Grantee's use of the Easement.

**III. USE.** Grantee may construct, maintain, repair, replace, inspect and remove, at any time and from time to time, the Stair Landing over and on the Easement Property, provided such actions do not interfere with Grantor's use of the Easement Property and Grantor's property adjacent to the Easement Property. Grantee shall maintain the Stair Landing in good order, condition and repair, in compliance with all laws and regulations and free of mechanics' or materialmen's liens. All costs associated with Grantee's use of the Easement Property and the Stair Landing, including without limitation construction, repair, maintenance, landscaping, snow removal, and use by third parties shall be borne by Grantee.

**IV. HAZARDOUS SUBSTANCES.** Grantee shall not use, produce, treat, generate, release, discharge, store, transport, or cause to be transported, or dispose of any hazardous substances at, on, under, in, or about the Easement Property in violation of applicable law, however vehicles using petroleum products may be used for construction and maintenance, repair, and replacement of the Stair Landing and for ingress and egress to Grantee's Property. The term "hazardous substances" shall mean any toxic or hazardous or noxious substance, material, or waste which is regulated by any local government authority having jurisdiction over the Easement Property, the State of Colorado, or the United States government.

**V. RESTORATION.** Grantee agrees to repair and/or restore to a condition similar to what it was prior to Grantee's activities, any structure, improvement, paving, landscaping or other feature, and any future replacements thereof, whether now or hereafter existing on

all or a part of the Easement Property or the adjacent land of Grantor, which is damaged, altered or changed by Grantee during or as a result of the inspection, maintenance, repair, removal, relocation, operation, replacement, installation, construction or reconstruction by Grantee of the Stair Landing or the exercise or performance of any of its rights or obligations under this Agreement, except as necessarily modified to accommodate the Stair Landing. If Grantee fails to perform any of its repair and/or restoration obligations pursuant to this Section, then any Grantor may give written notice to Grantee of the need for such repair and/or restoration and upon receipt of such notification Grantee shall promptly perform the requested repair and/or restoration. Any such notice to Grantee shall be given to the Manager of Public Works, City of Golden, 911 10<sup>th</sup> Street, Golden, Colorado 80401. If the requested repair and/or restoration is not commenced within ten (10) days following receipt of such notification, or is commenced but not diligently pursued, then any Grantor may proceed with performing the same, and Grantee shall, within twenty (20) days after demand, reimburse Grantor for costs incurred in performing such repair and/or restoration.

**VI. INSURANCE.** Grantee shall obtain and maintain at its sole cost and expense public liability insurance with limits of not less than \$2,000,000 per occurrence in which Grantor is named as an additional insured. Grantee shall furnish to Grantor, in a form satisfactory to Grantor, a copy of said policy or a certificate indicating that such insurance has been issued.

**VII. INDEMNIFICATION AND WAIVER.** To the extent permitted by law, Grantee shall hold harmless and indemnify Grantor and its officers, directors, agents, affiliates, insurers and employees (the "Indemnified Parties") from and against any and all losses, damages, liens, claims, demands, debts, obligations, liabilities, fines, penalties, suits or actions, judgments, and costs of any kind whatsoever (including reasonable attorneys' fees) related to the use of the Easement Property, caused by any act, omission or neglect of Grantee or Grantee's employees, guests, invitees or assignees. Grantee hereby waives and releases all claims against the Indemnified Parties, with respect to all matters for which Grantor has disclaimed liability pursuant to this Agreement. This Section shall survive termination of this Agreement.

**VIII. ABANDONMENT.** In case of permanent abandonment of the Easement, all right, privileges and interest granted herein shall automatically terminate and Grantee shall remove the Stair Landing from the Easement Property and restore the Easement Property and/or the adjacent land of Grantor pursuant to Section V (Restoration) of this Agreement.

**IX. NOTICES.** All communications required by this Agreement shall be made in writing personally or via U.S. First Class mail, e-mail or facsimile, to the following individuals (or their delegates):

To RTD: Manager, Real Property  
Regional Transportation District  
1560 Broadway  
Denver, Colorado 80202

To Grantee: Golden City Manager

The addresses and contact person may be changed by the delivery of written notice to the other Party.

**XI. BINDING EFFECT.** The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto and all covenants herein shall apply to and run with the land.

By: Pranaya Sheshta for Richard F. Clarke  
Its: Assistant General Manager,  
Capital Programs

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2013, by Pranaya Shrestha, Acting as Assistant General Manager, Capital Programs for  
the Regional Transportation District.

**Notary Public**

Page | 3

GRANTEE:

CITY OF GOLDEN

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) s s.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2013, by \_\_\_\_\_ as \_\_\_\_\_.

Witness my hand and official seal.

My commission expires:

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

## EASEMENT

THIS EASEMENT is effective this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between NexCore GR Land LLC, a Colorado limited liability company ("Owner") with an address of 1621 18<sup>th</sup> Street, Suite 250, Denver, Colorado 80202, and the CITY OF GOLDEN, a municipal corporation (the "City") with an address of 911 10th Street, Golden, Colorado 80401.

1. Consideration. For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by the City to Owner, the receipt of which is hereby acknowledged, Owner hereby sells, conveys and grants unto the City an exclusive and perpetual easement and right-of-way over, upon, across, through, and under the area of real property shown and described in Exhibit A attached to and made part hereof (the "Easement Area"), for the uses and purposes and subject to the terms and conditions hereinafter set forth.

2. Purpose. This easement and right-of-way is for the purpose of granting the City the right, at the City's sole cost and expense, to construct, inspect, maintain, operate and use for the construction, maintenance, improvement and operation of a pedestrian and bicycle path connection and pedestrian bridge landing and associated appurtenances (collectively, the "Improvement(s)"), upon, across, over, under, through, and within the Easement Area. All such Improvements, including the path itself, shall be paid for by and be the property of and owned by the City. Once the City has commenced construction of the Improvements, the City shall diligently pursue such construction until completion in a good and workmanlike manner, lien free and in compliance with the terms and conditions of this Easement. Because the Easement Area is located within a larger, undeveloped parcel owned by Owner, the parties agree that in conjunction with final site design and Site Plan (defined below) approval by the City of the larger parcel, the parties will cooperate to make any necessary adjustments to the width or location of the Easement Area in a manner that will fulfill the purposes of the City and Owner in conformance with said Site Plan approval. Although the nature of this grant of easement is exclusive in nature, the parties agree that Owner, its employees, agents, licensees and invitees shall have the same rights to use the Easement Area as the City may grant to the public in general.

3. Temporary Construction Easement. Owner also conveys and grants to the City the non-exclusive right to use so much of the land adjoining the Easement Area of the Owner as shown in Exhibit B as shall be reasonably necessary to enable workers and equipment to properly and conveniently construct and install such public Improvement(s) upon, within, over, under through and across said easement (the "Temporary Construction Easement"); provided, however, the City shall restore the land and property used for such construction purposes to the condition such property was in prior to the entry by the City and shall repair any damage to adjoining land, property or structures as a result of said construction and installation except for replacement of grass, trees or shrubs, if the removal of such is necessary for said construction and installation of aforesaid. The City shall use reasonable efforts to perform such construction activity with as minimal impact to the adjoining land of Owner as reasonably possible and in a manner designed to minimize disruption to any

Point Table - CL Trail	
Station	Point
1	308.3049.55
2	308.3172.48
3	308.3221.98
4	308.3283.04
5	308.3360.37
6	308.3414.83
7	308.3475.35
8	308.3557.44
9	308.3578.53
10	308.3571.51
11	308.3558.20

Point Table - Staging Area	
Station	Point
12	308.3134.12
13	308.3184.12
14	308.3184.12
15	308.3134.12
16	308.3481.67
17	308.3507.47
18	308.3481.67
19	308.3461.20

LOT 1  
JEFFERSON COUNTY GOVERNMENT CENTER  
SUBDIVISION FILING NO. 1  
OWNER: JEFFERSON COUNTY

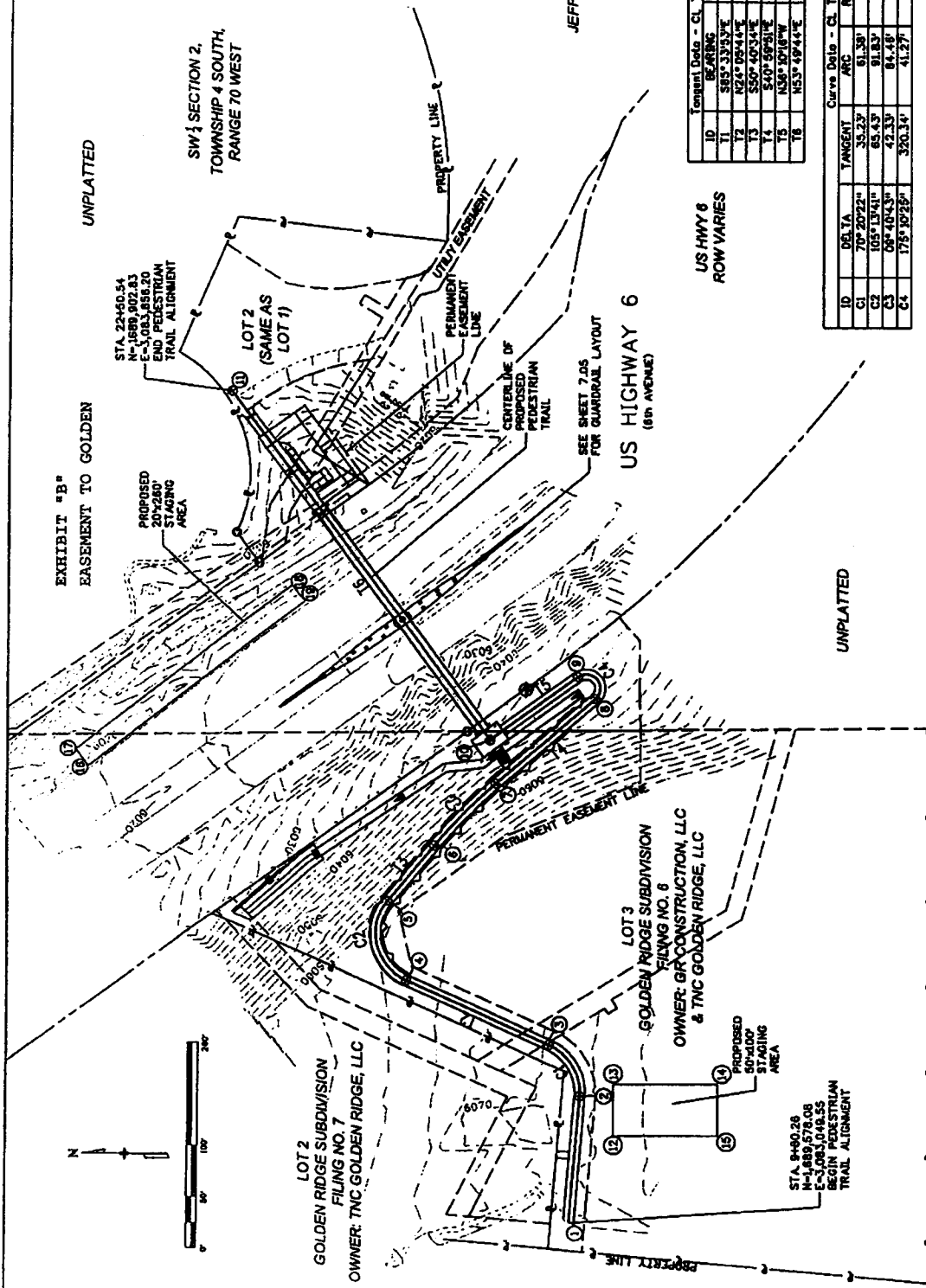
Tangent Data - CL Trail	
ID	BEARING
T1	S85°33'53"E
T2	N24°09'44"E
T3	S50°40'34"E
T4	S40°59'51"E
T5	N36°50'18"W
T6	N53°49'44"E

Curve Data - CL Trail	
ID	DELTA
C1	70°20'22"
C2	105°13'41"
C3	68°40'43"
C4	175°10'28"

As Constructed	
No Revisions:	
Revised:	
Void:	

PEDESTRIAN TRAIL PLANS	
Geometric Layout	
Design:	TAF
Detail:	TSG
Sheet Subst:	Sheet 7.01 of 7.07

Project No./Code	
STE M540-004	
18539	
Sheet Number	7.01



As Constructed	
No Revisions:	
Revised:	
Void:	

Colorado Department of Transportation	
425 S Corporate Circle	
Golden, CO 80102	
Phone: 303-972-9112	FAX: 303-972-9951
JRE	
Region 6	

Sheet Revisions	
Date	Comments
1/14/2013	Initial

Bohannon & Huston	
File Name: 18539025_Geometric/Layout.dgn	
Horiz. Scale: 1:100	Ver. Scale: As Noted
Unit Information	Unit Leader: Initial



# EXHIBIT A

PROJECT CODE: 18539  
PROJECT NUMBER: STE M540-004  
PERMANENT EASEMENT: PE-2  
DATE: SEPTEMBER 04, 2012

## PARCEL DESCRIPTION

A PERMANENT EASEMENT NO. PE-2, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING A PORTION OF LOT 1, JEFFERSON COUNTY GOVERNMENT CENTER SUBDIVISION FILING NO. 1, AS RECORDED AT RECEPTION NO. 2009089457, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 2, WHENCE THE WEST ONE-SIXTEENTH CORNER OF SAID SECTION 2 AND SECTION 11, BEARS N89°19'31"E, FORMING THE **BASIS OF BEARING** USED IN THIS DESCRIPTION WITH ALL BEARINGS BEING RELATIVE THERETO:

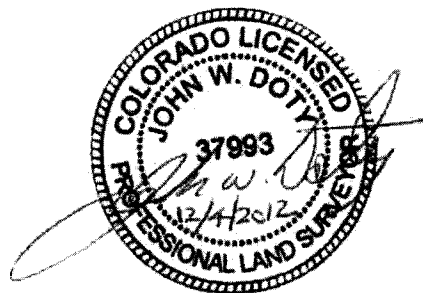
**THENCE** N00°35'27"W ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 538.37';  
**THENCE** N89°24'33"E, DEPARTING SAID SECTION LINE ON A 90° DEFLECTION ANGLE TO THE RIGHT, A DISTANCE OF 240.61' TO THE MOST WESTERLY CORNER OF SAID LOT 1, ALSO BEING A POINT OF CURVATURE ON THE NORTHEASTERLY RIGHT-OF-WAY LINE FOR U.S. HIGHWAY 6, CDOT PROJ. NO. F 005-3(5) DATED SEPTEMBER 09, 1959 AND THE **POINT OF BEGINNING**:

**THENCE** 1.12' ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1307.50' AND A DELTA ANGLE OF 00°02'57", ALL BEING ALONG SAID RIGHT-OF-WAY LINE;  
**THENCE** DEPARTING SAID RIGHT-OF-WAY LINE ALONG A LINE RADIAL TO THE AFOREMENTIONED CURVE, N53°40'33"E, A DISTANCE OF 68.28' TO A NORTHERLY LINE OF SAID LOT 1;  
**THENCE** N58°26'43"W ALONG A NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 26.69' TO THE NORTHWEST CORNER OF SAID LOT 1;  
**THENCE** S31°36'49"W ALONG THE MOST WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 62.83' TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 876 SQUARE FEET OR 0.020 ACRES, MORE OR LESS, FOR THE PURPOSE OF THE PEDESTRIAN BRIDGE APPROACH STRUCTURE.

JOHN W. DOTY, P.L.S. 37993  
FOR AND ON BEHALF OF BOHANNAN-HUSTON, INC.  
PROJ. 20120356

REVISION 1: REVISED 12-04-2012 PER CDOT COMMENTS.



# Bohannon Huston

Meridian One 9785 Maroon Circle, Suite 140  
Englewood, CO 80112 (303) 799-5103

PERMANENT EASEMENT: PE-2  
DATE: SEPTEMBER 04, 2012

WEST ONE-QUARTER CORNER OF SECTION 2, T.4S., R.70W., 6TH P.M.

LOT 2, JEFFERSON COUNTY GOVERNMENT CENTER SUBDIVISION FILING NO. 1 (REC. NO. 2009089457)

NORTHWEST CORNER LOT 1

MOST WESTERLY LINE OF LOT 1

N58°26'43"W 26.69'

S31°36'49"W 62.83'

N53°40'33"E 68.28'

A NORTHERLY LINE OF LOT 1

PARCEL PE-2  
876 SQ. FT. ±  
0.020 AC. ±

LOT 1, JEFFERSON COUNTY GOVERNMENT CENTER SUBDIVISION FILING NO. 1 (REC. NO. 2009089457)

NORTHEASTERLY U.S. 6 R.O.W.  
CDOT PROJ. F 005-3(5)  
SEPTEMBER 09, 1959

MOST WESTERLY CORNER OF LOT 1/POINT OF CURVATURE

POINT OF BEGINNING

N89°24'33"E 240.61'

L=1.12'  
R=1307.50'  
Δ=00°02'57"  
(CURVE LEFT)

WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 2

POINT OF COMMENCEMENT  
SOUTHWEST CORNER OF SECTION 2, T.4S., R.70W., 6TH P.M.

WEST ONE-SIXTEENTH OF SECTIONS 2 AND 11, T.4S., R.70W., 6TH P.M.

BASIS OF BEARING  
N89°19'31"E

N00°35'27"W 538.37'

A horizontal scale bar with markings at 0, 20, and 40. The word "FEET" is centered below the bar.

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY BOMARDUON HUSTON, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF BOMARDUON HUSTON, INC. SHALL BE AT THE SOLE RISK OF THE USER.

CITY OF GOLDEN, COUNTY OF JEFFERSON, STATE OF COLORADO  
REVISION 1: REVISED 12-04-2012 PER CDOT COMMENTS

development activities of Owner. This Temporary Construction Easement shall automatically terminate on September 30, 2013, without the need for the parties to execute or record any further documentation evidencing the termination of the Temporary Construction Easement.

4. Maintenance and Repair. The City, at its sole cost and subject to annual appropriations by the City of Golden City Council, will maintain and repair the Improvements in a good and safe condition and in compliance with all applicable laws, rules and regulations and in a manner and custom in keeping with the City's maintenance and repair of similar improvements in the City of Golden, which obligation shall include (without limitation) snow, ice and debris removal; placing, keeping in repair and replacing any necessary or appropriate directional signs or markers; operating, keeping in repair and replacing, when necessary, any lighting facilities as reasonably required; maintaining all landscaped areas and repairing any automatic sprinkler systems and water lines and making replacements of shrubs and other landscaping as is necessary; and maintaining repairing and replacing any and all sidewalks, storm drains, and other Improvements. The foregoing notwithstanding, nothing herein shall obligate the City to repair or replace any Improvements if the City, in its sole discretion, determines that continued use of the Improvements is not in the public interest and that repair or replacement is not warranted given the extent of damage. In the event of such a determination, the City shall remove the affected Improvements and restore the land and property to substantially the same condition such property was in prior to the installation of such Improvements.

5. Reserved Right. Owner reserves the right, upon not less than sixty (60) days' prior written notice to the City, to relocate at Owner's sole cost and expense that portion of the constructed Improvements consisting of the bicycle and pedestrian pathway only, with a corresponding modification to the Easement Area; provided that any such relocation shall be in compliance with a site plan ("Site Plan"), agreed upon and approved in advance by the City and in accordance with all applicable laws and regulations. Nothing in this paragraph shall be construed as a right to require relocation of the pedestrian bridge landing or the manner and location of the immediate pedestrian and bicycle approach to such landing.

6. Mechanics Liens. The City agrees that it shall not grant, permit or suffer the creation of any mechanic's lien upon any of the Easement Area by reason of the construction or maintenance of the Improvements. In the event any such lien is filed, the City will obtain a discharge of such lien within a period of thirty (30) days from the filing of such lien, either through payment or through the posting of a bond or the deposit of funds in the manner and amount required pursuant to Colorado statute to effect a discharge of such lien.

7. Indemnification. To the maximum extent allowed by Colorado law, if at all, and without waiving any provisions or limitations of the Colorado Governmental Immunity Act, the City shall indemnify, defend and hold Owner, its employees, officers, agents, contractors, successors and assigns, harmless from any and all losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by the City of its rights pursuant to this Easement or use of the Easement Area, including, but not limited to, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind, arising out of the City's or the

general public's use of the Easement Area and any improvements and facilities located thereon (but excluding any claim or cause of action arising out of the gross negligence or willful misconduct of Owner, its agents, employees or contractors). The City's obligations under Sections 3, 4 and 6 and this Section 7 shall survive the termination of this Easement. Owner, its employees, officers, agents, contractors, successors and assigns, shall not be liable for any losses, damages and expenses, including, but not limited to, any personal injuries, deaths, property damage or other claims and causes of action, related to use of the Easement Area by the City, the general public or any other third party arising from (i) causes beyond the control of Owner, its employees, officers, agents or contractors, or (ii) the City's failure to maintain and repair the Improvements in the condition and manner required in Section 4 above.

8. AS-IS. The easement in the Easement Area is granted by Owner to the City in its current AS-IS, where-is condition, with all faults, and without representation or warranty of any kind except as expressly provided herein. Except as expressly provided herein, Owner makes no warranty regarding the condition of the Easement Area or its fitness for any purpose, including without limitation the purpose stated in this Easement. The City has been provided an adequate opportunity to inspect the physical and environmental condition of the property containing the Easement Area prior to entering into this Easement and has satisfied itself with the same and is not relying on any representation or warranty of Owner other than as provided in this Easement.

9. Representations and Warranties of Owner.

(A) Owner, for itself, its successors, assigns does hereby covenant and agree not to construct improvements of any kind or nature whatsoever on, over, across or under the Easement Area or to take or fail to take any action of any kind or nature whatsoever that would materially interfere with the City's use of the Easement Area for the purposes herein granted without the City's prior written consent and approval.

(B) Owner hereby warrants and represents to the City that Owner is seized with fee title to the Easement Area and has the full right and lawful authority to make the grant contained herein and agrees to defend the City in the exercise of its rights hereunder against any defect in Owner's title to the Easement Area against anyone claiming by, through or under Owner.

10. Survival of Indemnifications and Representations. The express representations, obligations, warranties, liabilities, covenants and agreements of Owner in this Easement shall run with the land and be binding upon Owner's legal representatives, heirs, executors, administrators, successors and assigns; provided, however, nothing contained herein shall imply or import a covenant on the part of Owner for quiet enjoyment.

11. Termination of Easement. The Easement shall automatically terminate, without the need for the parties to execute or record any further documentation evidencing the termination of the Easement, if: (i) the City fails to commence construction of the Improvements on or before December 31, 2013, or (ii) the City removes substantially all the Improvements from the Easement Area at any time without constructing or installing, or providing for construction or installation of,

replacement Improvements of a similar nature within 24 months of such removal.

12. Notices. 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 or such other address as is provided by either party from time to time during the term of this Easement.

13. Binding Effect. This grant of the Easement shall run with the Easement Area and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and all parties in interest.

14. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public, or for any public use, or purpose whatsoever; except that the City may permit the general public to use the Easement Area for ingress and egress purposes only. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Easement.

15. Attorneys Fees and Costs. 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.

16. Complete Agreement. 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.

17. Governing Law. 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.

18. Counterparts. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.  
THE SIGNATURE PAGE(S) FOLLOW(S).]

OWNER:

NexCore GR Land LLC, a Colorado limited liability company

By: NexCore Management Inc., a Delaware corporation, its Manager

By: [Signature]

Name: Robert Gross

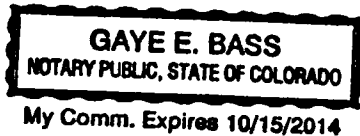
Title: Vice President

STATE OF COLORADO )  
COUNTY OF Denver ) ss

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2013, by Robert Gross, as Vice President of NexCore Management Inc., the Manager of NexCore GR Land LLC, on behalf of the company.

Witness my hand and official seal.

My commission expires: Oct. 15, 2014



[Signature]  
NOTARY PUBLIC

THE CITY OF GOLDEN HEREBY ACCEPTS THIS EASEMENT AND AGREES TO BE  
BOUND BY THE TERMS AND CONDITIONS STATED THEREIN AS OF THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2013.

\_\_\_\_\_  
Marjorie N. Sloan, Mayor

ATTEST:

\_\_\_\_\_  
Susan M. Brooks, MMC  
City Clerk

STATE OF COLORADO     )  
                                      ) ss  
COUNTY OF                 )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2013, by \_\_\_\_\_, as the Mayor of the City Of Golden, on behalf of  
the City.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

# EXHIBIT A

SHEET 1 OF 2

PROJECT CODE: 18539  
PROJECT NUMBER: STE M540-004  
PERMANENT EASEMENT: PE-1  
DATE: SEPTEMBER 04, 2012

## PARCEL DESCRIPTION

A PERMANENT EASEMENT NO. PE-1, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING A PORTION OF LOT 3, BLOCK 1, GOLDEN RIDGE SUBDIVISION - FILING NO. 6, AS RECORDED AT RECEPTION NO. F1042250, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 3, WHENCE THE WEST ONE-SIXTEENTH CORNER OF SECTIONS 2 AND 11, TOWNSHIP 4 SOUTH, RANGE 70 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, BEARS N89°19'31"E, FORMING THE **BASIS OF BEARING** USED IN THIS DESCRIPTION WITH ALL BEARINGS BEING RELATIVE THERETO:

THENCE N00°35'27"W ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 279.55' TO THE **POINT OF BEGINNING**;

THENCE N00°35'27"W CONTINUING ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 165.55' TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE FOR U.S. HIGHWAY 6, CDOT PROJ. NO. F 005-3(5) DATED SEPTEMBER 09, 1959;

THENCE N36°17'27"W, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 301.30' TO THE NORTH CORNER OF SAID LOT 3;

THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE NORTHWESTERLY AND WEST LINES OF SAID LOT 3 THE FOLLOWING THREE (3) COURSES;

- 1) S24°05'11"W, A DISTANCE OF 368.46';
- 2) N85°34'15"W, A DISTANCE OF 173.74' TO THE NORTHWEST CORNER OF SAID LOT 3;
- 3) S04°50'30"W, A DISTANCE OF 17.00';

THENCE S85°34'15"E DEPARTING THE WEST LINE OF SAID LOT 3, A DISTANCE OF 156.95' TO A POINT OF TANGENT CURVATURE;

THENCE 50.34' ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 41.00' AND A DELTA ANGLE OF 70°20'34" TO A POINT OF TANGENCY;

THENCE N24°05'11"E, A DISTANCE OF 145.68';

THENCE N76°42'35"E, A DISTANCE OF 73.42';

THENCE S36°19'31"E, A DISTANCE OF 124.44';

THENCE S22°13'17"E, A DISTANCE OF 141.15';

THENCE N89°24'29"E, A DISTANCE OF 50.00' TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 47,542.8 SQUARE FEET OR 1.09 ACRES, MORE OR LESS, FOR THE PURPOSE OF A PEDESTRIAN TRAIL.

JOHN W. DOTY, P.L.S. 37993  
FOR AND ON BEHALF OF BOHANNAN-HUSTON, INC.  
PROJ. 20120356  
REVISION 1: REVISED 12-04-2012 PER CDOT COMMENTS.  
REVISION 2: REVISED 2-12-2013 PER CITY OF GODLEN COMMENTS.

## Bohannon Huston

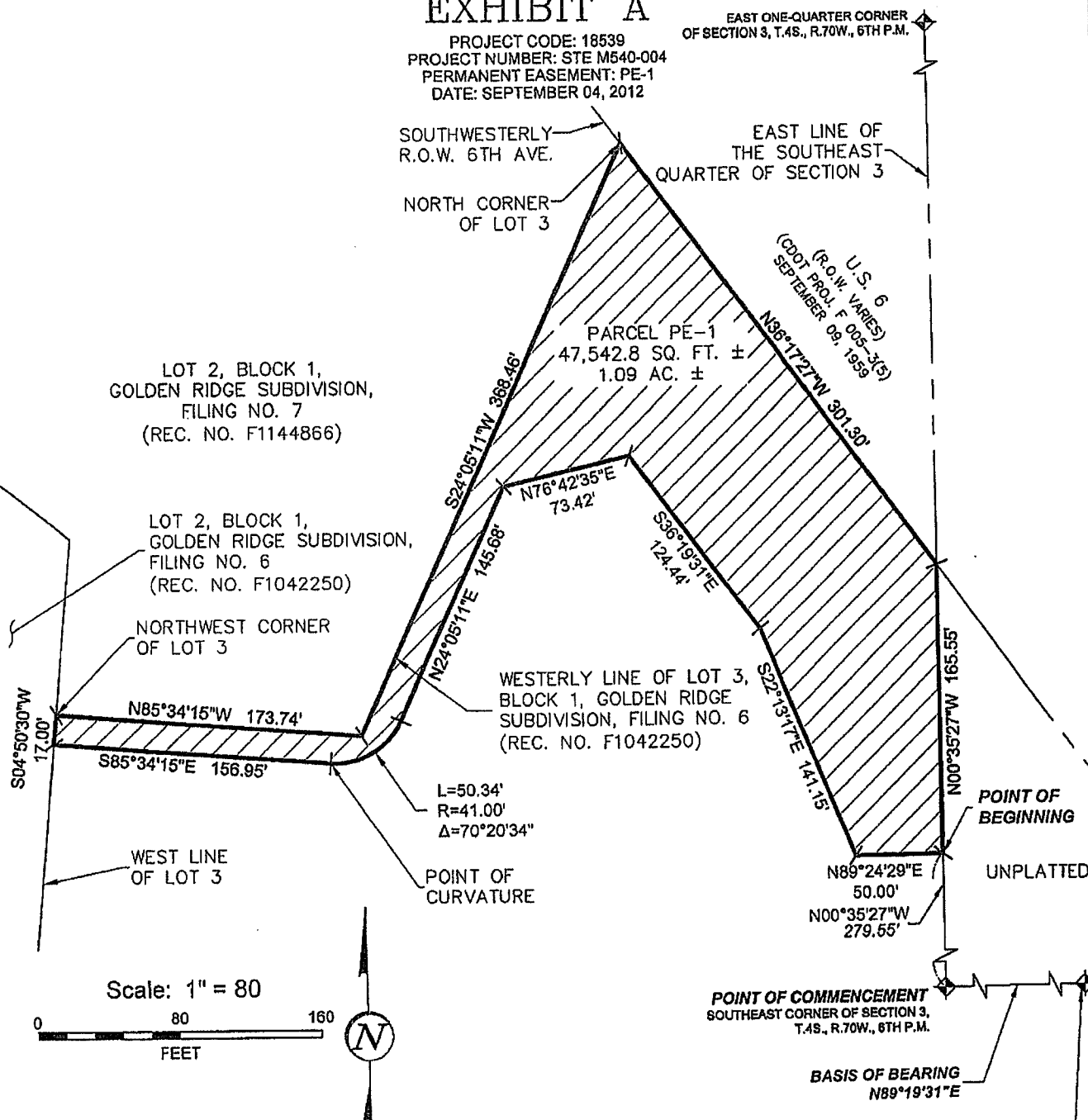
Meridian One 9785 Maroon Circle, Suite 140  
Englewood, CO 80112 (303) 799-5103





**EXHIBIT A**

PROJECT CODE: 18539  
 PROJECT NUMBER: STE M540-004  
 PERMANENT EASEMENT: PE-1  
 DATE: SEPTEMBER 04, 2012



SE 1/4 SECTION 3, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE 6TH P.M.

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

**Bohannon & Huston**

Meridian One 9785 Maroon Circle, Suite 140  
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ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES

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**PARCEL DESCRIPTION**

A PORTION OF LOT 3, BLOCK 1, GOLDEN RIDGE SUBDIVISION - FILING NO. 6

PROJ. NO. 20120356 9/04/2012

CITY OF GOLDEN, COUNTY OF JEFFERSON, STATE OF COLORADO  
 REVISION 1: REVISED 12-04-2012 PER CDOT COMMENTS.  
 REVISION 2: REVISED 2-12-2013 PER CITY OF GOLDEN COMMENTS.

# EXHIBIT B

SHEET 1 OF 1

PROJECT CODE: 18539  
PROJECT NUMBER: STE M540-004  
PERMANENT EASEMENT: PE-1  
DATE: SEPTEMBER 04, 2012

EAST ONE-QUARTER CORNER  
OF SECTION 3, T.4S., R.70W., 6TH P.M.

SOUTHWESTERLY  
R.O.W. 6TH AVE.

EAST LINE OF  
THE SOUTHEAST  
QUARTER OF SECTION 3

NORTH CORNER  
OF LOT 3

U.S. 6  
(R.O.W. VARIES)  
(COR. PROJ. F. 005-113)  
SEPTEMBER 09, 1959

LOT 2, BLOCK 1,  
GOLDEN RIDGE SUBDIVISION,  
FILING NO. 7  
(REC. NO. F1144866)

LOT 2, BLOCK 1,  
GOLDEN RIDGE SUBDIVISION,  
FILING NO. 6  
(REC. NO. F1042250)

NORTHWEST CORNER  
OF LOT 3

S04°50'30"W  
17.00'

N85°34'15"W 173.74'

S85°34'15"E 156.95'

WEST LINE  
OF LOT 3

Scale: 1" = 80

0 80 160  
FEET



S24°05'11"W 368.46'

N24°05'11"E 145.66'

N76°42'35"E 73.42'

336°19'31"E  
124.44'

TEMPORARY  
CONSTRUCTION  
EASEMENT  
AREA

POINT OF  
CURVATURE

260'

N89°24'29"E 50.00'  
N00°35'27"W 279.55'

POINT OF  
BEGINNING

UNPLATTED

POINT OF COMMENCEMENT  
SOUTHEAST CORNER OF SECTION 3,  
T.4S., R.70W., 6TH P.M.

BASIS OF BEARING  
N89°19'31"E

WEST ONE-SIXTEENTH CORNER  
OF SECTIONS 2 AND 11,  
T.4S., R.70W., 6TH P.M.

SE 1/4 SECTION 3, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF  
THE 6TH P.M.

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY,  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

## Bohannon & Huston

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RISK OF THE USER.

## PARCEL DESCRIPTION

A PORTION OF LOT 3, BLOCK 1, GOLDEN RIDGE  
SUBDIVISION - FILING NO. 6

PROJ. NO. 20120358 9/04/2012

CITY OF GOLDEN, COUNTY OF JEFFERSON, STATE OF COLORADO  
REVISION 1: REVISED 12-04-2012 PER CDOT COMMENTS.  
REVISION 2: REVISED 2-12-2013 PER CITY OF GOLDEN COMMENTS.

## EASEMENT

THIS EASEMENT is effective this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between NexCore GR Land LLC, a Colorado limited liability company ("Owner") with an address of 1621 18<sup>th</sup> Street, Suite 250, Denver, Colorado 80202, and the CITY OF GOLDEN, a municipal corporation (the "City") with an address of 911 10th Street, Golden, Colorado 80401.

1. Consideration. For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by the City to Owner, the receipt of which is hereby acknowledged, Owner hereby sells, conveys and grants unto the City an exclusive and perpetual easement and right-of-way over, upon, across, through, and under the area of real property shown and described in Exhibit A attached to and made part hereof (the "Easement Area"), for the uses and purposes and subject to the terms and conditions hereinafter set forth.

2. Purpose. This easement and right-of-way is for the purpose of granting the City the right, at the City's sole cost and expense, to construct, inspect, maintain, operate and use for the construction, maintenance, improvement and operation of a pedestrian and bicycle path connection and pedestrian bridge landing and associated appurtenances (collectively, the "Improvement(s)"), upon, across, over, under, through, and within the Easement Area. All such Improvements, including the path itself, shall be paid for by and be the property of and owned by the City. Once the City has commenced construction of the Improvements, the City shall diligently pursue such construction until completion in a good and workmanlike manner, lien free and in compliance with the terms and conditions of this Easement. Because the Easement Area is located within a larger, undeveloped parcel owned by Owner, the parties agree that in conjunction with final site design and Site Plan (defined below) approval by the City of the larger parcel, the parties will cooperate to make any necessary adjustments to the width or location of the Easement Area in a manner that will fulfill the purposes of the City and Owner in conformance with said Site Plan approval. Although the nature of this grant of easement is exclusive in nature, the parties agree that Owner, its employees, agents, licensees and invitees shall have the same rights to use the Easement Area as the City may grant to the public in general.

3. Temporary Construction Easement. Owner also conveys and grants to the City the non-exclusive right to use so much of the land adjoining the Easement Area of the Owner as shown in Exhibit B as shall be reasonably necessary to enable workers and equipment to properly and conveniently construct and install such public Improvement(s) upon, within, over, under through and across said easement (the "Temporary Construction Easement"); provided, however, the City shall restore the land and property used for such construction purposes to the condition such property was in prior to the entry by the City and shall repair any damage to adjoining land, property or structures as a result of said construction and installation except for replacement of grass, trees or shrubs, if the removal of such is necessary for said construction and installation of aforesaid. The City shall use reasonable efforts to perform such construction activity with as minimal impact to the adjoining land of Owner as reasonably possible and in a manner designed to minimize disruption to any

development activities of Owner. This Temporary Construction Easement shall automatically terminate on September 30, 2013, without the need for the parties to execute or record any further documentation evidencing the termination of the Temporary Construction Easement.

4. Maintenance and Repair. The City, at its sole cost and subject to annual appropriations by the City of Golden City Council, will maintain and repair the Improvements in a good and safe condition and in compliance with all applicable laws, rules and regulations and in a manner and custom in keeping with the City's maintenance and repair of similar improvements in the City of Golden, which obligation shall include (without limitation) snow, ice and debris removal; placing, keeping in repair and replacing any necessary or appropriate directional signs or markers; operating, keeping in repair and replacing, when necessary, any lighting facilities as reasonably required; maintaining all landscaped areas and repairing any automatic sprinkler systems and water lines and making replacements of shrubs and other landscaping as is necessary; and maintaining repairing and replacing any and all sidewalks, storm drains, and other Improvements. The foregoing notwithstanding, nothing herein shall obligate the City to repair or replace any Improvements if the City, in its sole discretion, determines that continued use of the Improvements is not in the public interest and that repair or replacement is not warranted given the extent of damage. In the event of such a determination, the City shall remove the affected Improvements and restore the land and property to substantially the same condition such property was in prior to the installation of such Improvements.

5. Reserved Right. Owner reserves the right, upon not less than sixty (60) days' prior written notice to the City, to relocate at Owner's sole cost and expense that portion of the constructed Improvements consisting of the bicycle and pedestrian pathway only, with a corresponding modification to the Easement Area; provided that any such relocation shall be in compliance with a site plan ("Site Plan"), agreed upon and approved in advance by the City and in accordance with all applicable laws and regulations. Nothing in this paragraph shall be construed as a right to require relocation of the pedestrian bridge landing or the manner and location of the immediate pedestrian and bicycle approach to such landing.

6. Mechanics Liens. The City agrees that it shall not grant, permit or suffer the creation of any mechanic's lien upon any of the Easement Area by reason of the construction or maintenance of the Improvements. In the event any such lien is filed, the City will obtain a discharge of such lien within a period of thirty (30) days from the filing of such lien, either through payment or through the posting of a bond or the deposit of funds in the manner and amount required pursuant to Colorado statute to effect a discharge of such lien.

7. Indemnification. To the maximum extent allowed by Colorado law, if at all, and without waiving any provisions or limitations of the Colorado Governmental Immunity Act, the City shall indemnify, defend and hold Owner, its employees, officers, agents, contractors, successors and assigns, harmless from any and all losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by the City of its rights pursuant to this Easement or use of the Easement Area, including, but not limited to, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind, arising out of the City's or the

general public's use of the Easement Area and any improvements and facilities located thereon (but excluding any claim or cause of action arising out of the gross negligence or willful misconduct of Owner, its agents, employees or contractors). The City's obligations under Sections 3, 4 and 6 and this Section 7 shall survive the termination of this Easement. Owner, its employees, officers, agents, contractors, successors and assigns, shall not be liable for any losses, damages and expenses, including, but not limited to, any personal injuries, deaths, property damage or other claims and causes of action, related to use of the Easement Area by the City, the general public or any other third party arising from (i) causes beyond the control of Owner, its employees, officers, agents or contractors, or (ii) the City's failure to maintain and repair the Improvements in the condition and manner required in Section 4 above.

8. AS-IS. The easement in the Easement Area is granted by Owner to the City in its current AS-IS, where-is condition, with all faults, and without representation or warranty of any kind except as expressly provided herein. Except as expressly provided herein, Owner makes no warranty regarding the condition of the Easement Area or its fitness for any purpose, including without limitation the purpose stated in this Easement. The City has been provided an adequate opportunity to inspect the physical and environmental condition of the property containing the Easement Area prior to entering into this Easement and has satisfied itself with the same and is not relying on any representation or warranty of Owner other than as provided in this Easement.

9. Representations and Warranties of Owner.

(A) Owner, for itself, its successors, assigns does hereby covenant and agree not to construct improvements of any kind or nature whatsoever on, over, across or under the Easement Area or to take or fail to take any action of any kind or nature whatsoever that would materially interfere with the City's use of the Easement Area for the purposes herein granted without the City's prior written consent and approval.

(B) Owner hereby warrants and represents to the City that Owner is seized with fee title to the Easement Area and has the full right and lawful authority to make the grant contained herein and agrees to defend the City in the exercise of its rights hereunder against any defect in Owner's title to the Easement Area against anyone claiming by, through or under Owner.

10. Survival of Indemnifications and Representations. The express representations, obligations, warranties, liabilities, covenants and agreements of Owner in this Easement shall run with the land and be binding upon Owner's legal representatives, heirs, executors, administrators, successors and assigns; provided, however, nothing contained herein shall imply or import a covenant on the part of Owner for quiet enjoyment.

11. Termination of Easement. The Easement shall automatically terminate, without the need for the parties to execute or record any further documentation evidencing the termination of the Easement, if: (i) the City fails to commence construction of the Improvements on or before December 31, 2013, or (ii) the City removes substantially all the Improvements from the Easement Area at any time without constructing or installing, or providing for construction or installation of,

replacement Improvements of a similar nature within 24 months of such removal.

12. Notices. 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 or such other address as is provided by either party from time to time during the term of this Easement.

13. Binding Effect. This grant of the Easement shall run with the Easement Area and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and all parties in interest.

14. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public, or for any public use, or purpose whatsoever; except that the City may permit the general public to use the Easement Area for ingress and egress purposes only. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Easement.

15. Attorneys Fees and Costs. 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.

16. Complete Agreement. 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.

17. Governing Law. 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.

18. Counterparts. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.  
THE SIGNATURE PAGE(S) FOLLOW(S).]

OWNER:

NexCore GR Land LLC, a Colorado limited liability company

By: NexCore Management Inc., a Delaware corporation, its Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO     )  
  ) ss  
COUNTY OF                     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of NexCore Management Inc., the Manager of NexCore GR Land LLC, on behalf of the company.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

THE CITY OF GOLDEN HEREBY ACCEPTS THIS EASEMENT AND AGREES TO BE  
BOUND BY THE TERMS AND CONDITIONS STATED THEREIN AS OF THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2013.

\_\_\_\_\_  
Marjorie N. Sloan, Mayor

ATTEST:

\_\_\_\_\_  
Susan M. Brooks, MMC  
City Clerk

STATE OF COLORADO     )  
                                      ) ss  
COUNTY OF                 )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2013, by \_\_\_\_\_, as the Mayor of the City Of Golden, on behalf of  
the City.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC



# EXHIBIT A

PROJECT CODE: 18539  
PROJECT NUMBER: STE M540-004  
PERMANENT EASEMENT: PE-3A  
DATE: SEPTEMBER 19, 2012

## PARCEL DESCRIPTION

A PERMANENT EASEMENT NO. PE-3A, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING A PORTION WITHIN UN-PLATTED LAND EAST OF AND ADJACENT TO LOT 3, BLOCK 1, GOLDEN RIDGE SUBDIVISION - FILING NO. 6, AS RECORDED AT RECEPTION NO. F1042250, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 2, WHENCE THE WEST ONE-SIXTEENTH CORNER OF SAID SECTION 2 AND SECTION 11, TOWNSHIP 4 SOUTH, RANGE 70 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, BEARS N89°19'31"E, FORMING THE **BASIS OF BEARING** USED IN THIS DESCRIPTION WITH ALL BEARINGS BEING RELATIVE THERETO:

**THENCE** N00°35'27"W ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 279.55' TO THE **POINT OF BEGINNING**;

**THENCE** N89°24'29"E, A DISTANCE OF 85.93 FEET;

**THENCE** N49°32'29"E, A DISTANCE OF 31.03 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE FOR U.S. HIGHWAY 6, CDOT PROJ. NO. F 005-3(5) DATED SEPTEMBER 09, 1959, BEING A POINT ON A TANGENT CURVE;

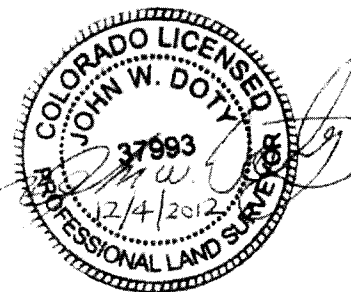
**THENCE** 113.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING COINCIDENT WITH SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 1557.50 FEET (SAID RADIUS BEARS N49°32'29"E) AND A DELTA ANGLE OF 04°10'05" TO A POINT OF TANGENCY;

**THENCE** N36°17'27"W CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 69.13 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 2;

**THENCE** S00°35'27"E DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 165.55' TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 9,718 SQUARE FEET OR 0.223 ACRES, MORE OR LESS, FOR THE PURPOSE OF GRADING AND DRAINAGE.

JOHN W. DOTY, P.L.S. 37993  
FOR AND ON BEHALF OF BOHANNAN-HUSTON, INC.  
PROJ. 20120356  
REVISION 1: REVISED 12-04-2012 PER CDOT COMMENTS.



## Bohannon Huston

Meridian One 9785 Maroon Circle, Suite 140  
Englewood, CO 80112 (303) 799-5103

WEST ONE-QUARTER CORNER  
OF SECTION 2, T.4S., R.70W., 6TH P.M.

# EXHIBIT A

PROJECT CODE: 18539  
PROJECT NUMBER: STE M540-004  
PERMANENT EASEMENT: PE-3A  
DATE: SEPTEMBER 19, 2012

LOT 3, BLOCK 1,  
GOLDEN RIDGE SUBDIVISION,  
FILING NO. 6  
(REC. NO. F1042250)

(CDOT PROJ. F 005-3(5)  
U.S. 6  
(R.O.W. VARIES)  
SEPTEMBER 09, 1959

L=113.30'  
R=1557.50'  
 $\Delta=04^{\circ}10'05''$

PARCEL PE-3A  
9,718 SQ. FT.  $\pm$   
0.223 AC.  $\pm$

SOUTHWESTERLY  
RIGHT-OF-WAY 6TH AVE.

WEST LINE OF  
THE SOUTHWEST  
QUARTER OF SECTION 2

UNPLATTED

POINT OF COMMENCEMENT  
SOUTHWEST CORNER OF SECTION 2,  
T.4S., R.70W., 6TH P.M.

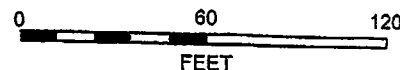
BASIS OF BEARING  
 $N89^{\circ}19'31''E$

WEST ONE-SIXTEENTH  
CORNER OF SECTIONS 2 AND 11,  
T.4S., R.70W., 6TH P.M.

SW 1/4 SECTION 2, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF  
THE 6TH P.M.

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

Scale: 1" = 60



## Bohannon Huston

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Englewood, CO 80112 (303) 799-5103

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RISK OF THE USER.

## PARCEL DESCRIPTION

A PORTION WITHIN UNPLATTED LAND EAST OF  
AND ADJACENT TO LOT 3, BLOCK 1, GOLDEN  
RIDGE SUBDIVISION - FILING NO. 6  
PROJ. NO. 20120356 9/19/2012

CITY OF GOLDEN, COUNTY OF JEFFERSON, STATE OF COLORADO  
REVISION 1: REVISED 12-04-2012 PER CDOT COMMENTS.

WEST ONE-QUARTER CORNER  
OF SECTION 2, T.4S., R.70W., 6TH P.M.

# EXHIBIT

B

PROJECT CODE: 18539  
PROJECT NUMBER: STE M540-004  
PERMANENT EASEMENT: PE-3A  
DATE: SEPTEMBER 19, 2012

LOT 3, BLOCK 1,  
GOLDEN RIDGE SUBDIVISION,  
FILING NO. 6  
(REC. NO. F1042250)

WEST LINE OF  
THE SOUTHWEST  
QUARTER OF SECTION 2

**POINT OF COMMENCEMENT**  
SOUTHWEST CORNER OF SECTION 2,  
T.4S., R.70W., 6TH P.M.

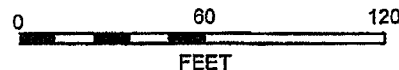
**BASIS OF BEARING**  
N89°19'31"E

WEST ONE-SIXTEENTH  
CORNER OF SECTIONS 2 AND 11,  
T.4S., R.70W., 6TH P.M.

SW 1/4 SECTION 2, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF  
THE 6TH P.M.

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Scale: 1" = 60



## Bohannon & Huston

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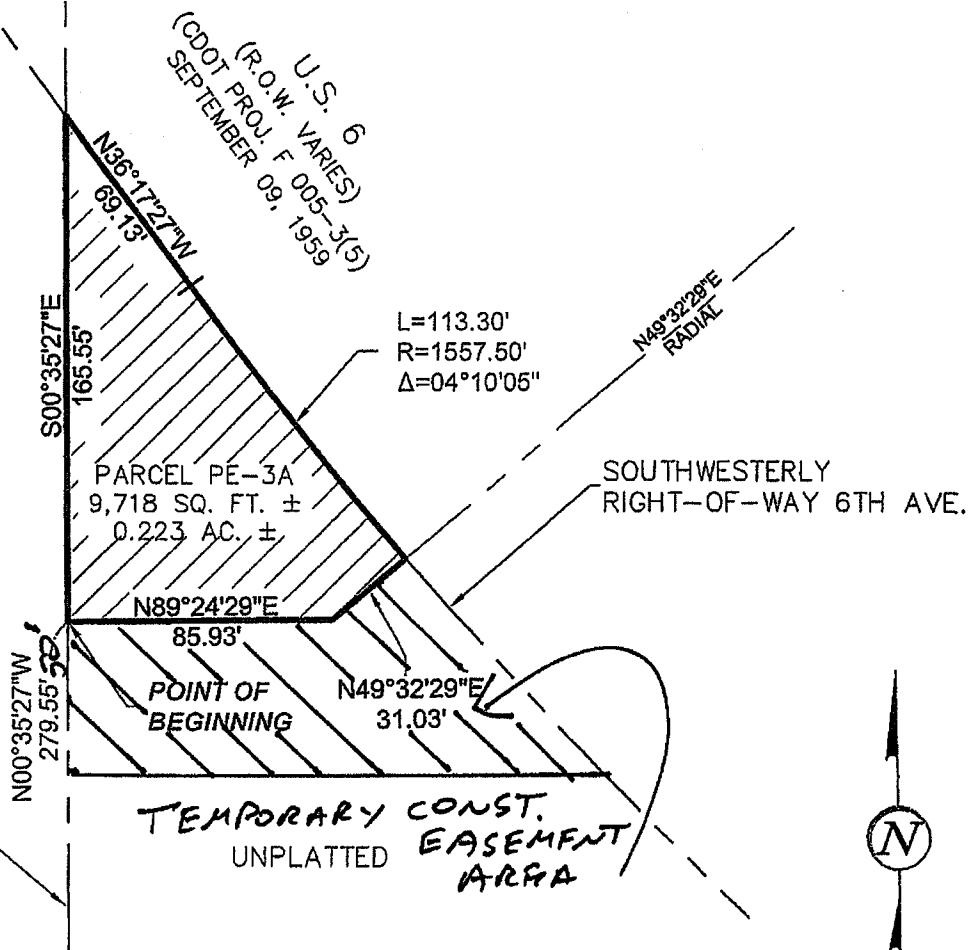
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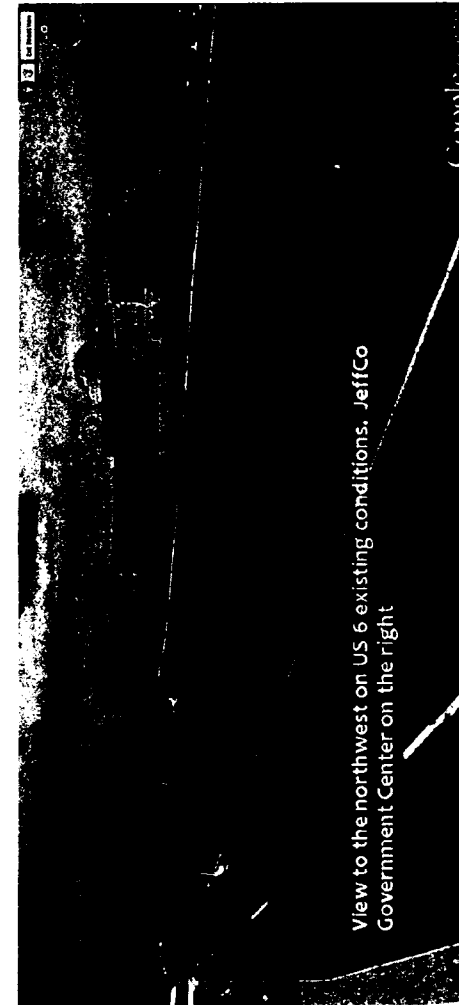
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### PARCEL DESCRIPTION

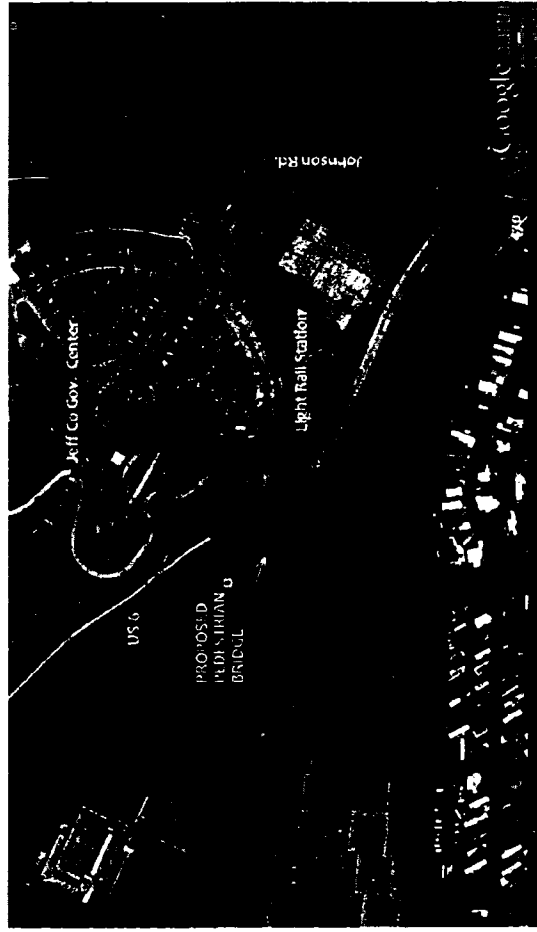
A PORTION WITHIN UNPLATTED LAND EAST OF  
AND ADJACENT TO LOT 3, BLOCK 1, GOLDEN  
RIDGE SUBDIVISION - FILING NO. 6

PROJ. NO. 20120356 9/19/2012  
CITY OF GOLDEN, COUNTY OF JEFFERSON, STATE OF COLORADO  
REVISION 1: REVISED 12-04-2012 PER CDOT COMMENTS.





View to the northwest on US 6 existing conditions. JeffCo Government Center on the right



Aerial plan view



Same view as above, sketch showing proposed pedestrian bridge and landing ramp structure