

**ORDINANCE NO. 2062**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
GOLDEN AUTHORIZING THE CONVEYANCE OF LOT 10,  
BLOCK 1, LOOKOUT MOUNTAIN PARK SUBDIVISION #6**

WHEREAS, the City is the owner of a parcel of real property in described as Lot 10, Block 1, of the Lookout Mountain Park Subdivision #6, (the "Property"); and

WHEREAS, the Property was acquired by the City from Charles C. Kniffen in September, 1949; and

WHEREAS, the Property described as Lot 10, Block 1, of the Lookout Mountain Park Subdivision #6 is found by the City Council to be surplus property; and

WHEREAS, the Property is not, and has not been used or held by the City for cemetery, park, or recreational purposes, and thus may be disposed of by the City without approval of the electorate; and

WHEREAS, City Council believes it would be in the best interests of the citizens of the City of Golden to convey the Property.

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

Section 1. The "Agreement for Purchase of Property" to convey the Property described as Lot 10, Block 1, of the Lookout Mountain Park Subdivision #6, is ratified and approved in the form substantially as attached hereto as Exhibit "A".

Section 2. The conveyance of the Property in accordance with such agreement is authorized and the Mayor is authorized to execute all documents as are necessary to effectuate conveyance of the Property.

Section 3. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The city council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. The repeal or modification of any provision of the Municipal Code of the City of Golden by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

Section 6. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Introduced, read, passed and ordered published this 10<sup>th</sup> day of August, 2017.

Passed and adopted upon second reading and ordered published this 24<sup>th</sup> day of August, 2017.

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Marjorie N. Sloan  
Mayor

ATTEST:

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Susan M. Brooks, MMC  
City Clerk

APPROVED AS TO FORM:

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David S. Williamson  
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing ordinance was introduced on first reading and read at a regular business meeting of the City Council of said city, held on the 10<sup>th</sup> day of August, 2017 and was published as a proposed ordinance in the Golden Transcript, legal newspaper, as the law directs seven days or more prior to its passage. A public hearing was held on the 24<sup>th</sup> day of August, 2017, and the said proposed ordinance was read on second reading. The ordinance was passed by the City Council and ordered published in the aforesaid newspaper, as the law directs on the 24<sup>th</sup> day of August, 2017.

Witness my hand and official seal of the City of Golden, Colorado, on the 24<sup>th</sup> day of August, 2017.

(SEAL)

ATTEST:

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

**AGREEMENT FOR PURCHASE OF PROPERTY**

THIS AGREEMENT, dated for reference purposes only this \_\_\_\_ day of July 2017, is made and entered into by and between the **KENNETH E. LEE JR.**, whose address is 13630 Braun Drive, Golden, CO 80401, hereinafter referred to as "Buyer" and the **CITY OF GOLDEN**, a municipal corporation whose address is 911 10<sup>th</sup> Street, Golden, CO 80401, hereinafter referred to as "Seller".

**RECITALS**

- A. Seller is the owner of Lot 10, Block 1, Lookout Mountain Park Subdivision #6, Jefferson County, Colorado.
- B. Buyer desires to purchase said Lot 10 to add to his adjacent property consisting of Lots 11,12,13,14,15 and 37 of said Block 1, Lookout Mountain Park Subdivision #6.
- C. Seller and Buyer wish to enter into and implement an agreement whereby the Buyer acquires said Lot 10.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, it is agreed by and between the parties as follows:

1. PURCHASE OF PROPERTY. Subject to the terms and provisions of this Agreement, Seller agrees to sell and Buyer agrees to purchase the property described as Lot 10, Block 1, Lookout Mountain Park Subdivision #6.

2. COMPENSATION. In exchange for the conveyance, the Buyer will provide compensation to Seller as follows:

- a. \$1,500 earnest money due upon mutual execution of this Agreement
- b. \$6,000 at closing

3. CLOSING. Closing shall take place on October 20, 2017. At Closing, Seller will deliver to the Buyer a Quitclaim Deed conveying the Seller's rights to the property described as Lot 10, Block 1, Lookout Mountain Park Subdivision #6. The Buyer shall pay all closing costs.

4. TITLE INSURANCE. The Buyer may, at his own expense, obtain a commitment for title insurance for the property described as Lot 10, Block 1, Lookout Mountain Subdivision #6. If the Buyer is not satisfied with the condition of title, Buyer may terminate this agreement by providing written notice to Seller no later than October 3, 2017. In the event that the Buyer elects to cause a policy to issue on such commitment, Seller will cooperate in fulfilling the title requirements, but shall not be required to expend funds therefore.

5. CONDITION OF TITLE AT CLOSING. The parties warrant that they will not, from the day of this agreement until closing, take any action, or allow any action, that would encumber title to the property interests to be conveyed pursuant to this agreement. In the event that any matters are discovered prior to Closing that would adversely impact the merchantability of title, this agreement may be terminated by the party to receive title to the impacted parcel by written notice to the other party.

6. APPORTIONMENT OF FEES/TAXES. Prepaid rents, water rents/fees, sewer rents/fees and any and all similar charges associated with the conveyed property, if any, shall be apportioned to the date of Closing. General taxes for the calendar year of closing shall be adjusted and prorated to but not including the date of Closing, based upon the most recent levy and assessment.

7. LIEN INDEMNIFICATION. The Parties agree to cooperate and comply with all requirements of the Title Company for deletion of Standard Printed Exceptions with respect to the Property conveyed pursuant to this agreement, provided, however that such cooperation and compliance shall not impose an obligation to expend funds.

8. CONDITIONS PRECEDENT TO CLOSING. Closing on the exchange of properties is dependent upon the completion of the following:

- (a) Enactment by the City Council of the City of Golden of an Ordinance authorizing this Agreement and sale of the property.

Failure of one or more of the conditions, contingencies or authorization herein specified, shall cause this Agreement to terminate and neither party shall have any further rights or obligations hereunder. In the event of termination under the provisions of this paragraph or Paragraph 4 regarding Title Insurance, Buyers earnest money deposit will be refunded in full.

9. DEFAULT AND REMEDIES. If a party is not in default hereunder and the other party fails or refuses to consummate this Agreement for reasons other than a permitted termination, the party that is not in default may elect one of the following remedies:

- (i) Terminate this Agreement, or
- (ii) Enforce this Agreement by specific performance, or an action for damages including attorney fees, or, to the extent permitted by law, for both specific performance and damages; the parties agreeing and acknowledging that sole resort to monetary damages or other legal remedies would not adequately compensate the non-defaulting for breach of this Agreement, the subject matter hereof being unique and a proper subject for equitable relief.

10. AMENDMENTS TO AGREEMENT. This written Agreement constitutes the entire Agreement of the parties. No representations, promises, terms, conditions or obligations regarding the subject matter of this Agreement, other than those expressly set forth herein, shall be of any force and effect. No modification, change or alteration of this Agreement shall be of any force or effect, unless in writing, signed by both parties.

11. SURVIVAL OF TERMS. Except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon the Closing and transfer of the deed or deeds to be delivered hereunder, all of the terms, conditions, covenants and agreements herein set forth and contained, shall survive such Closing and shall continue thereafter to be binding upon and inure to the benefit of the parties hereto, their heirs, beneficiaries, personal representatives, assigns and successors in interest to title to the Property.

12. FURTHER ACTS. Seller and the Buyer agree to perform or cause to be performed on or after the date of Closing such further acts as may be reasonably necessary to consummate the transaction contemplated hereby.

13. NO COMMISSION. Neither party shall be responsible for any real estate commissions incurred by reason of this real estate transaction by the other party.

14. NOTICES. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, and regardless whether actually received or not, three days after deposit in the United States Mail, first class, postage prepaid, registered or certified addressed as follows:

Seller:                   City Manager  
                              City of Golden  
                              911 10<sup>th</sup> Street  
                              Golden, CO 80401

Buyer:                    Kenneth E Lee, Jr.  
                              13630 Braun Drive  
                              Golden, CO 80401

Either party may change its address by notice as aforesaid.

15. SUCCESSORS IN INTEREST. This Agreement, including without limitation all representations, warranties and indemnifications shall be binding upon and inure to the benefit of the parties hereto, their heirs, beneficiaries, personal representatives, successors and assignees.

16. NO BENEFITS. No member of the City government or the City Council shall be admitted to any share or part of this Agreement or any benefit that may arise therefrom.

17. COUNTERPARTS. This Agreement may be executed in counterparts, and upon full execution thereof, such copies taken together shall be deemed to be a full and complete Agreement between the parties.

18. VENUE AND GOVERNING LAW. Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Jefferson, State of Colorado, and this transaction shall be governed by the laws of the State of Colorado.

19. INVALID PROVISIONS. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

