

**FINANCE DEPARTMENT MEMORANDUM  
#17-2018**

**DATE:** December 10, 2018  
**TO:** Honorable Mayor Carol Dodge and City Council Members  
**THROUGH:** Heather Geyer, City Manager *HHG*  
**FROM:** Jason Loveland, Director of Finance *JL*  
**SUBJECT:** CR-159 – Ralston House Child Advocacy Center Lease Agreement

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**PURPOSE**

City Council is considering a resolution to lease the property located at 2360 West 112th Avenue to the Ralston House, a Colorado Nonprofit Corporation, for the purpose of providing child advocacy services.

**BACKGROUND**

In February 2014, the City entered into an agreement to lease the property to the Ralston House. The Ralston House child advocacy center was founded by the Arvada Police Department in 1990 to provide a child-friendly, safe and neutral environment where police detectives, social workers, therapists and medical professionals could talk with children and their families.

Since 2015, the City has been working with several jurisdictions to design and build a new child advocacy center. Northglenn, Adams County and the cities of Aurora, Brighton, Broomfield, Commerce City, Federal Heights, Thornton, and Westminster all contributed funds for the \$1.4 million project to build a new facility and to demolish the existing building on the leased property site. Construction will be completed in December 2018.

Section 7 of the "Phase 2 Agreement", dated March 30, 2017, between the municipal parties, directs the City of Northglenn and Ralston House to execute a replacement lease to terminate the existing lease on the property and to execute a new lease.

Terms of the new lease are consistent with the original executed in 2014. The lease automatically renews each calendar year. Rent paid to the City will be \$1.00 per month, paid on an annually basis.

Other notable lease terms include:

- Utilities will be paid by Ralston House, including trash, water, sewer, phone, cable, electricity, and natural gas
- The City will provide landscape and snow removal services
- Any alterations to the property, costing more than \$10,000, require approval by the City
- The property may only be used by the Ralston House as a children's advocacy center

**STAFF RECOMMENDATION**

Attached to this memorandum is a resolution which, if approved, will authorize the Mayor to execute the lease agreement with Ralston House. Staff recommends approval of CR-159.

**BUDGET IMPLICATIONS**

None.

**STAFF REFERENCE**

If Council members have any comments or questions they may contact Jason Loveland at 303.450.8817 or [jloveland@northglenn.org](mailto:jloveland@northglenn.org).

CR-159 – Ralston House Child Advocacy Center Lease Agreement

SPONSORED BY: MAYOR DODGE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-159  
Series of 2018

\_\_\_\_\_  
Series of 2018

A RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND RALSTON HOUSE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Lease Agreement between the City of Northglenn and the Ralston House, attached hereto as **Exhibit 1**, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
CAROL A. DODGE  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

## LEASE AGREEMENT

The following LEASE AGREEMENT (the "Lease" or "Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, effective January 1, 2019, between the City of Northglenn, Colorado, a Colorado home rule municipality (hereinafter referred to as "City" or "Northglenn") and Ralston House, a Colorado Nonprofit Corporation (hereinafter referred to as "Ralston House" or "Tenant") (either party may be referred to individually as a "Party" or both parties may be collectively referred to as the "Parties") with respect to the following facts:

### RECITALS

**WHEREAS**, City is the owner of a certain parcel of property located within the City of Northglenn more specifically described in the attached **Exhibit A**, with a street address of 2360 West 112<sup>th</sup> Avenue, Northglenn, Colorado 80234 (the "Property");

**WHEREAS**, the Parties desire that Ralston House lease the Property, for the purpose of using the Property as a child advocacy center; and

**WHEREAS**, the Parties desire that Ralston House shall pay rent to City in the form of \$1.00 per month, paid on an annual basis.

### TERMS

**NOW, THEREFORE**, City and Ralston House hereby agree as follows:

#### 1. Definitions.

For the purposes of this Lease, the following terms shall have the following definitions:

(a) *Demised Premises* shall mean the Property and all easements, rights, rights-of-way, and licenses thereto, and the existing improvements located at 2360 West 112<sup>th</sup> Avenue, Northglenn, Colorado 80234.

(b) *Improvements* shall mean all buildings, structures, and improvements now existing upon the Property during the term of the Lease, and including landscaping, lighting, fencing, irrigation, and drainage facilities, and any restoration, addition to, or replacement thereof.

#### 2. Demised Premises and Term.

City, in consideration of the rents hereinafter reserved and the terms, covenants, conditions, and agreements set forth in this Lease to be kept and performed by Ralston House, does hereby demise and let unto Ralston House, and Ralston House does hereby hire and take from City, the Demised Premises for a term of one (1) year, commencing January 1, 2019, and continuing through December 31, 2019. Provided, however, that said Lease shall be automatically renewable at the termination of the initial term (the "Anniversary Date") for consecutive one-year terms, unless either party gives 60 days' written notice of the intent to terminate this Lease.

**3. Rental.**

Ralston House hereby agrees to pay and City hereby agrees to accept as rent for the Lease, rent of \$1.00 per month, paid on an annual basis.

**4. Utilities.**

Ralston House shall pay for all utility service provided to the Property, including trash, water, sewer, telephone, cable, electricity, and natural gas.

**5. Maintenance and Repairs.**

Ralston House shall at all times during the term of this Lease, at Ralston House's own cost and expense, maintain the Demised Premises and the Improvements thereon, in good order, condition, and repair, ordinary wear and tear excepted. The City will be responsible for all necessary repairs to the Property, including any necessary repairs to the structural elements, roof, exterior walls, sidewalks, parking lot and utilities (including plumbing, electrical, heating and other utility systems), unless such repairs are necessitated by the lack of maintenance, negligence or alterations to the Property by Ralston House. The City agrees to provide snow removal and landscape maintenance services for the Property at no additional charge.

**6. Compliance with Law.**

(a) Except as may be required in Section 5 above, Ralston House shall at all times during the term of the Lease, at Ralston House's own cost and expense, comply with all laws, rules, orders, ordinances, regulations, and requirements which may govern or apply to its use of the Property. Ralston House shall so perform and comply, whether or not such laws, rules, orders, ordinances, regulations, or requirements shall now exist or shall hereafter be enacted or promulgated.

(b) Ralston House shall have the right, provided it does so with due diligence and dispatch, to contest by appropriate legal proceedings, without cost or expense to City, the validity of any law, rule, order, ordinance, regulation, or requirement of the nature hereinabove referred to in this Article 6. Ralston House may postpone compliance with such law, rule, order, ordinance, regulation, or requirement until the final determination of such proceedings. No provisions of this Lease shall be construed so as to permit Ralston House to postpone compliance with such law, rule, order, ordinance, regulation, or requirement if any sovereign, municipal, or other governmental authority shall threaten to carry out any work to comply with the same or to foreclose or sell any lien affecting all or any part of the Demised Premises which shall have arisen by reason of such postponement or failure of compliance.

**7. Alterations.**

Ralston House shall have the right, at Ralston House's expense, from time to time during the term of this Lease to make any alteration, addition, or modification to the Demised Premises or the Improvements thereon; provided that, after said alterations, additions, or modifications, the Demised Premises shall be for the same general use, and said alterations, additions, or modifications shall not lessen the market value of the Demised Premises; and provided further,

that if any such alteration, addition, or modification shall involve the structure or exterior of the Improvements and shall cost more than Ten Thousand Dollars (\$10,000.00), or should Ralston House determine to remove or materially demolish the Improvements, then Ralston House shall obtain City's prior written consent thereto, which consent shall not be unreasonably withheld or delayed. It is expressly understood that City's consent may be conditioned upon the furnishing by Ralston House of waivers of mechanic's and materialman's liens from all persons furnishing materials or labor.

**8. Use of Demised Premises.**

(a) Ralston House may use and occupy the Demised Premises and the Improvements thereon solely for use as a children's advocacy center.

(b) Ralston House will not use or keep or allow the Demised Premises or any portion thereof or any buildings or other improvements thereon or any appurtenances thereto, to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy.

(c) Ralston House's use of the Demised Premises shall include the ability to use the existing furnishings. Provided, however, if Ralston House desires new or additional furnishings, such furnishings shall be purchased at the sole cost and expense of Ralston House and shall remain the personal property of Ralston House at the expiration of the term of this Lease.

**9. Insurance.**

Ralston House will at all times during the term of this Lease maintain insurance on the Demised Premises of the following character:

(a) Commercial General Liability Insurance. Commercial or comprehensive general liability insurance on an occurrence basis, insuring against any and all claims for damages to person or property or loss of life or of property occurring on or about the Premises arising from any tortious acts or negligence of Ralston House or any of Ralston House's agents, employees, licensees or contractors, with coverage limits of not less than the limits set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, with such deductibles as Ralston House may customarily carry in the conduct of its business.

**10. Casualty.**

If the Improvements on the Demised Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Ralston House shall promptly notify City of such destruction or damage. Rent shall not abate hereunder by reason of any damage to or destruction of the Improvements, except as specifically provided for in this Lease.

**11. Indemnity.**

To the extent permitted by law, Ralston House agrees to indemnify, hold harmless and defend City hereto, its agents, assigns, employees, officers, and officials from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any

kind or nature whatsoever on account of claims made by a third party and which are caused by Ralston House or its agents or personnel.

## **12. Condemnation.**

(a) *Entire Condemnation.* If at any time during the term of this Lease all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality, or other public or private authority, then this Lease shall terminate on the date of vesting of title in such taking. Substantially all of the Demised Premises and the Improvements thereon shall be deemed to have been taken if the remaining portion of the Demised Premises shall not be of sufficient size to permit Ralston House to conduct its activities thereon in a manner similar to that prior to such taking.

(b) Any award for such taking of all or substantially all of the Demised Premises shall be paid entirely to City.

(c) *Partial Condemnation.* If less than all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality, or other public or private authority, then Ralston House, at its option, may elect to continue this Lease in full force and effect or terminate this Lease. If Ralston House shall elect to maintain this Lease in full force and effect, the entire award for such partial condemnation shall be paid over to City, and the City shall proceed with reasonable diligence to carry out any necessary repair and restoration so that the remaining Improvements and appurtenances shall constitute a complete structural unit or units which can be operated on an economically feasible basis under the provisions of this Lease. All of such repair and restoration shall be carried out by the City in accordance with the provisions of this Lease. In the event Ralston House elects to continue this Lease in full force and effect after a partial condemnation, there shall be no abatement in the rent Ralston House is required to pay hereunder.

(d) Should Ralston House elect to terminate this Lease upon a partial condemnation, Ralston House shall provide City with written notice of such election within thirty (30) days after the date of vesting of title for such taking. Ralston House shall specify in such written notice the date on which this Lease shall terminate, which date shall be no more than 60 days after delivery of such notice to City (the "Termination Date").

## **13. Assignment and Subletting.**

Ralston House may not assign this Lease or any interest herein or sublet the Demised Premises at any time without City's consent, which may be withheld in City's sole discretion.

## **14. Injunction.**

Each Party, in addition to any other rights reserved to the Parties, and notwithstanding the concurrent pendency of summary or other dispossession proceedings between City and Ralston House, shall have the right at all times during the term of this Lease to restrain by injunction any violation or attempted violation by the other Party of any of the terms, covenants, conditions, or agreements of this Lease, and to enforce by injunction any of the terms, covenants, conditions, and agreements hereof.

**15. Default and Termination.**

(a) The occurrence of any of the following shall constitute a material default and breach of this Lease by Ralston House:

(i) Failing to use the Demised Premises for the permitted uses set forth in Section 8, use of the Demised Premises for an unlawful purpose, or failure to comply with any law, regulation, ordinance, or other legal requirement relating to the Demised Premises;

(ii) Failure by Ralston House to comply with any material obligation under this Lease or failure to pay the rent required to be paid by Ralston House hereunder where such failure continues for thirty (30) days after written notice thereof by City to Ralston House;

(iii) Failure by Ralston House to pay the the charges listed in Section 4 where such failure continues for thirty (30) days after written notice thereof by City to Ralston House; or

(iv) Pursuant to any other default or breach of this Lease by Ralston House, City obtains a money judgment against Ralston House in a court of competent jurisdiction, and such judgment is not paid to City within sixty (60) days after such judgment becomes final.

(b) In the event of any such default by Ralston House (beyond any applicable cure period), then in addition to any other remedies available to City at law or in equity, City shall have the immediate option to terminate this Lease and all rights of Ralston House hereunder by giving written notice of such intention to terminate in the manner specified in this section of the Lease.

(c) In the event of the vacation or abandonment of the Demised Premises by Ralston House, combined with Ralston House's failure to honor its maintenance obligations, City shall have the right to re-enter the Demised Premises and take possession of the Demised Premises pursuant to legal proceeding or pursuant to any notice provided by law.

(d) Upon a default or breach of any term of this Lease by City hereunder, including the City's obligation to make necessary repairs to the Property, Ralston House shall have all of the rights and remedies provided by the Lease, law or equity.

**16. City's Right to Cure Ralston House's Defaults.**

Whenever and as often as Ralston House shall fail or neglect to comply with and perform any term, covenant, condition, or agreement to be complied with or performed by Ralston House hereunder, then, upon thirty (30) days' prior written notice to Ralston House, at City's option, in addition to all other remedies available to City, may perform, or cause to be performed, such work, labor, services, acts, or things, and take such other steps, including entry onto the Demised Premises and the Improvements thereon, as City may deem advisable, to comply with and perform any such term, covenant, condition, or agreement which is in default, in which event Ralston House shall reimburse City upon demand, and from time to time, for all costs and expenses suffered or



incurred by City in so complying with or performing such term, covenant, condition, or agreement. The commencement of any work or the taking of any other steps or performance of any other act by City pursuant to the immediately preceding sentence shall not be deemed to obligate City to complete the curing of any term, covenant, condition, or agreement which is in default.

**17. City's Expenses.**

Ralston House shall reimburse City, upon demand for all reasonable expenses, including attorneys' fees, incurred by City in connection with the collection of any rent in default hereunder, or the termination of this Lease by reason of a material default of Ralston House, as such term is defined above, or the enforcement of any other obligation of Ralston House which is in default hereunder, or any litigation or dispute in which City becomes a party or otherwise becomes involved, without fault on its part, relating to the use by Ralston House of the Demised Premises. If the leasehold interest of Ralston House hereunder shall hereafter be held by more than one person, corporation, or other entity, and if litigation shall arise by reason of a dispute among such persons, corporation, or other entities, and if City is made a party to such litigation without City's consent, then Ralston House shall reimburse City upon demand for all reasonable expenses, including attorneys' fees, incurred by City in connection with any such litigation.

**18. Merger.**

In no event shall the leasehold interest, estate, or rights of Ralston House hereunder, or of the holder of any mortgage upon this Lease, merge with any interest, estate, or rights of City in or to the Demised Premises, it being understood that such leasehold interest, estate, and rights of Ralston House hereunder, and of the holder of any mortgage upon this Lease, shall be deemed to be separate and distinct from City's interest, estate, and rights in or to the Demised Premises, notwithstanding that any such interests, estates, or rights shall at any time or times be held by or vested in the same person, corporation, or other entity.

**19. Present Condition of Premises.**

Ralston House represents that the Demised Premises, the improvements thereon, the sidewalks and structures adjoining the same, sub-surface conditions, and the present tenancies, uses, and non-uses thereof, have been examined by Ralston House and Ralston House's agents and that Ralston House accepts the same, without recourse to City except as to the City's repair obligations contained in Section 5 above.

**20. City's Right of Entry.**

At any time, with reasonable notice, City and City's authorized agents and employees shall have the right to enter and pass through the Demised Premises and the Improvements thereon during business hours to examine the same and to make repairs, to show the Demised Premises to prospective purchasers, fee mortgagees, and others.

**21. Notices.**

Except as provided herein to the contrary, any notice, request or demand to be given pursuant to this Lease, shall be in writing and shall be sent by United States certified mail, return

receipt requested, or delivered by a reputable overnight courier delivery service, addressed to City or Ralston House, as the case may be, at their respective addresses set forth below:

City: City Manager  
City of Northglenn  
11701 Community Center Drive  
Northglenn, CO 80233

Ralston House: Don Moseley, Executive Director  
Ralston House  
10685 West 58<sup>th</sup> Avenue  
Arvada, CO 80002

All such notices, requests and demands shall be deemed given upon receipt of the addressee (or upon wrongful refusal of attempted delivery). Either Party may, by notice, designate different and/or additional addresses for notices, requests or demands to it.

**22. Non-Waiver.**

The waiver of a breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

**23. Surrender.**

Ralston House shall, on the last day of the term of this Lease or upon any termination of this Lease pursuant to Article 16 (Default and Termination) hereof, or upon any other termination of this Lease, surrender and deliver up the Demised Premises, with the Improvements then located thereon into the possession and use of City, without fraud or delay and in good order, free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by City, without any payment or allowance whatever by City on account of or for any buildings and improvements erected or maintained on the Demised Premises at the time of the surrender, or for the contents thereof or appurtenances thereto.

**24. No Partnership.**

City shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease or any action taken under this Lease, a partner of Ralston House, in Ralston House's business or otherwise, or a member of any joint enterprise with Ralston House.

**25. No Oral Changes.**

This Lease may not be changed or modified orally, but only by an agreement in writing signed by the Party against whom such change or modification is sought to be enforced.

**26. Bind and Inure.**

The terms, covenants, conditions, and agreements of this Lease shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. Any waiver of rights by either Party hereto shall be deemed to be a waiver of such rights not only by such Party but shall be deemed to be a waiver of such rights for and on behalf of each and every successor and assignee of such Party. The term Ralston House as used herein shall in each instance be deemed to mean the person or persons, corporation or corporations, or other entity or entities that from time to time shall be primarily obligated under this Lease to perform the obligations of Ralston House hereunder.

**27. Force Majeure.**

The time within which either Party hereto shall be required to perform any act under this Lease, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably by strikes, lockouts, acts of God, governmental restrictions, failure, or inability to secure materials or labor by reason of priority or similar regulation or order of any governmental or regulatory body, enemy action, civil disturbance, fire, unavoidable casualties, or any other cause beyond the reasonable control of either Party hereto, excluding, however, the inability or failure of either Party to obtain any financing which may be necessary to carry out its obligations. Notwithstanding the foregoing, unless the Party entitled to such extension shall give notice to the other Party hereto (plus concurrent notice by telephone or electronic mail if such other Party's telephone number is not readily available) of its claim to such extension within three (3) business days after the event giving rise to such claim shall have occurred, there shall be excluded in computing the number of days by which the time for performance of the act in question shall be extended, the number of days which shall have elapsed between the occurrence of such event and the actual giving of such notice.

**28. Hazardous Material.**

(a) Ralston House shall keep and maintain the Demised Premises in compliance with and shall not cause or permit the Demised Premises to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions ("Hazardous Materials Laws") on, under, about, or affecting the Demised Premises. Ralston House shall not use, generate, manufacture, store, or dispose of on, under or about the Demised Premises or transport to or from the Demised Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including, without limitation, any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials").

(b) Ralston House shall be solely responsible for, and shall indemnify and hold harmless City, its directors, officers, employees, agents, successors, and assigns from and against, any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Ralston House's use, generation, storage, release, threatened release, discharge, disposal of Hazardous Materials on, under or about the Demised Premises, including, without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup,

or detoxification of the Demised Premises, and the preparation and implementation of any closure, remedial, or other required plans; and (iii) all reasonable costs and expenses incurred by City in connection with clauses (i) and (ii), including, but not limited to, reasonable attorneys' fees.

**29. Governmental Immunity.**

Nothing herein shall be construed as a waiver of any protections or immunities City may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Lease to be executed as of the day and year first above written.

**CITY:**

CITY OF NORTHGLENN

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Carol A. Dodge, Mayor

**ATTEST:**

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Johanna Small, CMC, City Clerk

**APPROVED AS TO FORM:**

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Corey Y. Hoffmann, City Attorney

**Ralston House:**

By: 

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Adams)

The foregoing document was acknowledged before me this 30<sup>th</sup> day of November, 2018, by Donald Ray Moseley as \_\_\_\_\_ of \_\_\_\_\_.

WITNESS my hand and official seal.

My Commission Expires: 10/4/2022



  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

LEGAL DESCRIPTION: LEASE PARCEL

THAT PART OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9, THENCE SOUTH 00°0'28" WEST ALONG THE WEST LINE OF THE PUBLIC RIGHT-OF-WAY EASEMENT AS DESCRIBED IN THE RIGHT-OF-WAY SURVEY RECORDED IN BOOK 1 AT PAGE 4132, RECEPTION NO. 2012-110, ADAMS COUNTY RECORDS, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID PUBLIC RIGHT-OF-WAY EASEMENT; THENCE SOUTH 89°43'53" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 149.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 03°00'10" EAST A DISTANCE OF 139.33 FEET; THENCE NORTH 86°32'31" EAST A DISTANCE OF 12.06 FEET; THENCE SOUTH 05°58'10" EAST A DISTANCE OF 67.86 FEET; THENCE NORTH 88°06'53" EAST 86.78 FEET; THENCE NORTH 02°03'26" WEST A DISTANCE OF 202.68 FEET, TO THE SOUTH LINE OF SAID PUBLIC RIGHT-OF-WAY EASEMENT; THENCE NORTH 89°43'53" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 105.85 FEET TO THE POINT OF BEGINNING. CONTAINS 20; 362 SQUARE FEET OR 0.4674 ACRES MORE OR LESS.

BASIS FOR BEARINGS:

THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF THE SECTION 9, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, (THE NORTHWEST CORNER AND THE NORTH ONE-QUARTER CORNER ARE BOTH 3-\ " ALUMINUM CAP, ILLEGIBLE, IN A RANGE BOX) IS ASSUMED TO BEAR NORTH 89°42'04" EAST.