

RETURN TO:

CITY OF CHERRY HILLS VILLAGE  
 2450 E. QUINCY AVENUE  
 CHERRY HILLS VILLAGE, COLORADO 80110

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 7/23/2002 13:58:38  
 PG: 0001-006  
 30.00 DOC FEE: 0.00  
 TRACY K. BAKER  
 ARAPAHOE COUNTY

RESOLUTION NO. 8  
 SERIES OF 2002

INTRODUCED BY: Viola Lahana  
 SECONDED BY: Bonnie Blum

A  
 RESOLUTION  
 OF THE CITY COUNCIL  
 ACCEPTING A NON-MOTORIZED  
 RECREATIONAL TRAIL EASEMENT

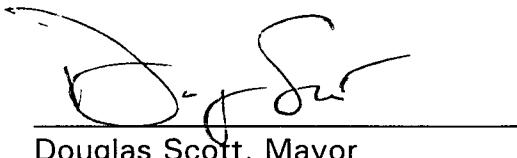
WHEREAS, Merle Chambers, as the owner of property within the City of Cherry Hills Village, graciously offered to the City a non-motorized recreational trail easement to advance the City's goals of providing recreational opportunities to the Village residents; and

WHEREAS, the City Council desires to accept such offered recreational trail easement,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE:

Section 1. The City Council hereby accepts a non-motorized recreational trail easement from Merle Chambers as more specifically described in the attached "Non-motorized Recreational Trail Easement."

Introduced, passed and adopted at the regular meeting of City Council this 16<sup>th</sup> day of July, 2002, by a vote of 4 Yes and 0 No.



Douglas Scott, Mayor

ATTEST:



Jennifer Pettinger, City Clerk

APPROVED AS TO FORM:



Robert C. Widner, City Attorney

(SEAL)



THE CITY OF CHERRY HILLS VILLAGE  
2450 E. QUINCY AVENUE  
CHERRY HILLS VILLAGE, CO 80110  
783-2721/761-9386(FAX)

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## GRANT OF NON-MOTORIZED RECREATIONAL TRAIL EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, MERLE C. CHAMBERS, whose address is 4750 S. Dahlia Street, Cherry Hills Village, Colorado 80110 (the "Grantor"), hereby grants, bargains, sells and conveys to THE CITY OF CHERRY HILLS VILLAGE, a home rule municipal corporation of the State of Colorado, whose address is 2450 E. Quincy Avenue, Cherry Hills Village, CO 80110 (the "City"), its successors and assigns a perpetual, non-exclusive easement (the "Easement") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove a recreation trail and appurtenances thereto (the "Improvements"), in to, through, over, under and across certain parcels of real property located in Arapahoe County, Colorado, as more particularly described and shown in Exhibit A attached hereto and incorporated herein by this reference, for non-motorized, recreational uses by the public in similar manner to the public's use of other public trails throughout the City (the area contained within the Easement being referred to herein as the "Premises"). Such Easement is granted by Grantor and is accepted by the City pursuant to the following terms and conditions:

1. The City, its agents, successors, assigns and contractors shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises, by motorized vehicle or otherwise, for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements. In the event of any City activities on the adjoining premises, the City shall be responsible for the restoration of the adjoining premises as nearly as practicable to the condition of the adjoining premises prior to the City's use.
2. Except as otherwise provided herein, the Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, nor plant or place any shrub or tree, woody plant, nursery stock, garden or other landscaping design feature (collectively referred to as "Property Alterations") on any part of the Premises. Property Alterations situated on the Premises as of the date of this Grant of Easement may be removed by and at the sole expense of the City without liability therefore. Any Property Alterations placed on the Premises by Grantor subsequent to the date hereof without the City's consent may be removed by the City at the expense of the Grantor without liability to the City, which expenses if not paid shall entitle the City to a lien on the Premises.
3. The City shall have the right, subject to the Grantor's prior approval, which approval shall not be unreasonably withheld, and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use maintenance, repair, replacement and or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not unreasonably interfere with Grantor's use and enjoyment of



such adjoining premises. In the event of any City activities on the adjoining premises, the City shall be responsible for the restoration of the adjoining premises as nearly as practicable to the condition of the adjoining premises prior to the City's use.

4. The City shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the construction, operation, and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Grant of Easement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.
5. It is expressly acknowledged and agreed that the City shall have the right and authority to assign the Easement or grant licenses therein to any appropriate governmental entity, including but not limited to all rights to use and all obligations associated with the Easement as are granted to and assumed by the City herein. In addition, the City shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.
6. The City agrees that at such time and in the event that the Improvements and/or Easement described herein are vacated by the City after appropriate action by Council and after written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.
7. The Grantor warrants, covenants, grants, bargains and agrees to and with the City that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record. The Grantor further promises and agrees to warrant and forever defend the City in the exercise of the City's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described. The Grantor specifically agrees to indemnify and hold harmless from and against any and all loss, cost, damage, expense and liability, including attorneys, officers, employees and insurers in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure or other means.
8. Each and every one of the benefits and burdens of the Easement created hereby shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the City.
9. Grantor agrees to indemnify and hold harmless the City, its officers, employees and insurers from and against all liability, claims and demands on account of injury, loss or damage, including without limitation claims arising from bodily



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damage, or any other loss of any kind whatsoever, including attorneys' fees and expenses that might be incurred by the City or asserted against it, which arise out of or are in any manner connected with the Premises, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the subcontractor of the Grantor, or any officer, employee, representative or agent of the Grantor. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Grantor for the portion of the judgment attributable to such act, omission or other fault of the City, its officers or employees.

10. Nothing herein is intended as, nor shall anything herein be construed as a waiver of the protections afforded the City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended from time to time.
11. The rights and responsibilities set forth in this grant of Easement are intended to be covenants on the Premises and are to run with the land until the Easement created hereby is abandoned or vacated pursuant to the terms set forth herein.

In Witness Whereof, the parties have executed this Grant of Non-motorized, Recreational Trail Easement this 12 day of July, 2002.

Grantor:

By: Mark C Chambers

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

State Of Colorado \_\_\_\_\_)

County Of Apache \_\_\_\_\_)

The foregoing Grant of Non-motorized, Recreational Trail Easement was acknowledged before me this 12 day of July, 2002, by

Mark C Chambers as  
Grantor \_\_\_\_\_.

[Seal]

Notary Public: Jennifer Pettengill

My Commission Expires: MY COMMISSION EXPIRES OCTOBER 1, 2002



### LEGAL DESCRIPTION

A parcel of land lying within Lot 2 of Kilkoff Subdivision recorded in Book 62 at Page 35 of the City and County of Denver records, located in Section 7, Township 5 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the Center Quarter Corner and the East Quarter Corner of Section 7, Township 5 South, Range 67 West, 6<sup>TH</sup> P.M.

Monumented by a 3.25" Aluminum cap on a No. 6 rebar stamped "CEN1/4, SEC7 5S 67W LS 10717" and a 3" Brass Cap stamped D.W.D. EAST 1/4 SEC7 T5S R67W LS 1137" respectively.

**COMMENCING** at the Northeast corner of said Lot 2;  
Thence South 00°00'08" East, 880.29 feet, along the easterly line of said Lot 2, to the **POINT OF BEGINNING**;

Thence continuing South 00°00'08" East, 33.96 feet, along the easterly line of said Lot 2;

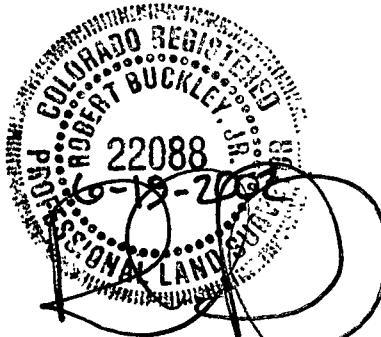
Thence South 89°59'49" West, 5.00 feet;

Thence North 00°00'08" West, 11.96 feet, parallel with and 5.00 feet westerly of the easterly line of said Lot 2;

Thence North 12°48'04" East, 22.56 feet, to the **POINT OF BEGINNING**.

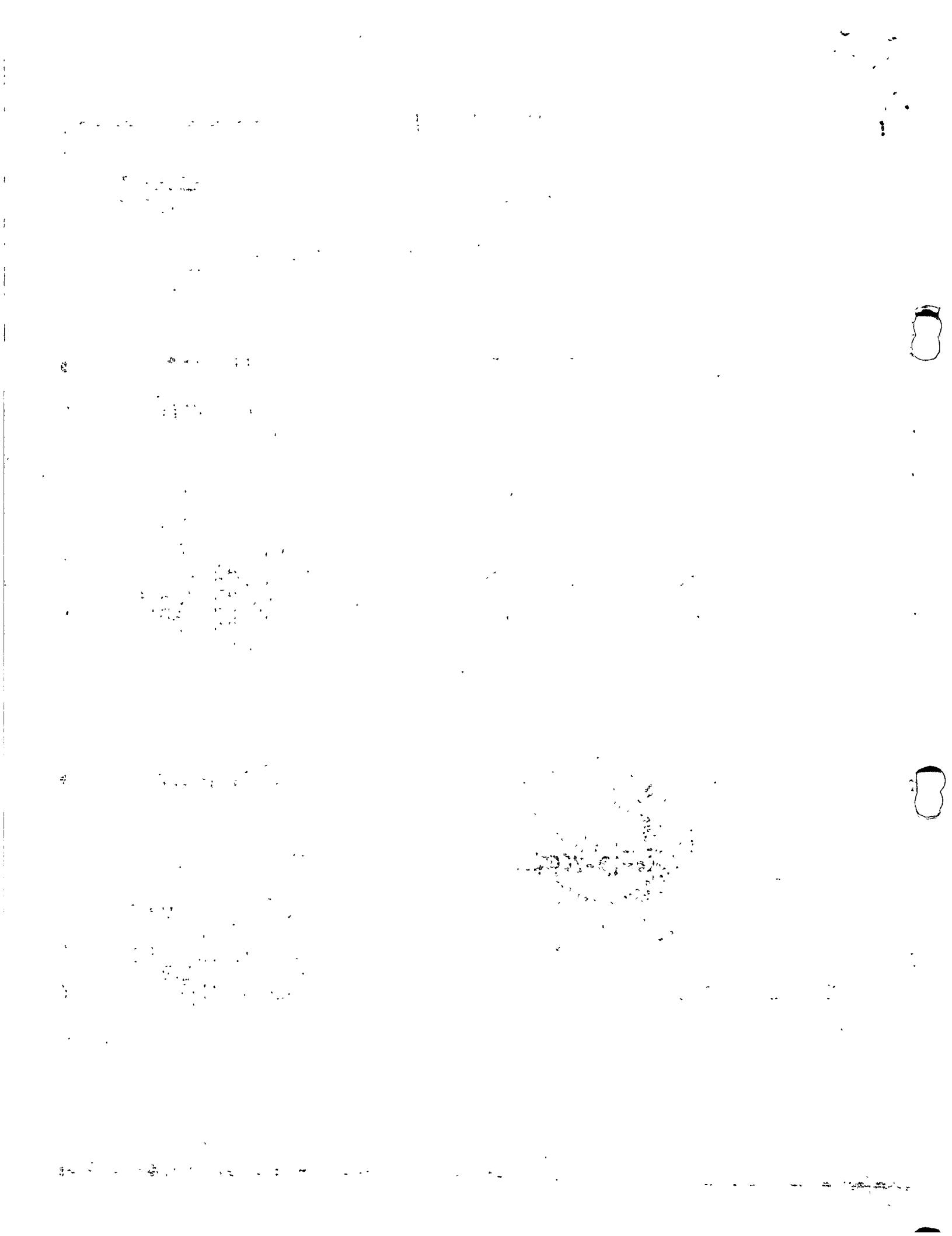
Containing 115 square feet or 0.0026 acres, more or less.

I hereby certify that the above legal description was prepared under my direct supervision.



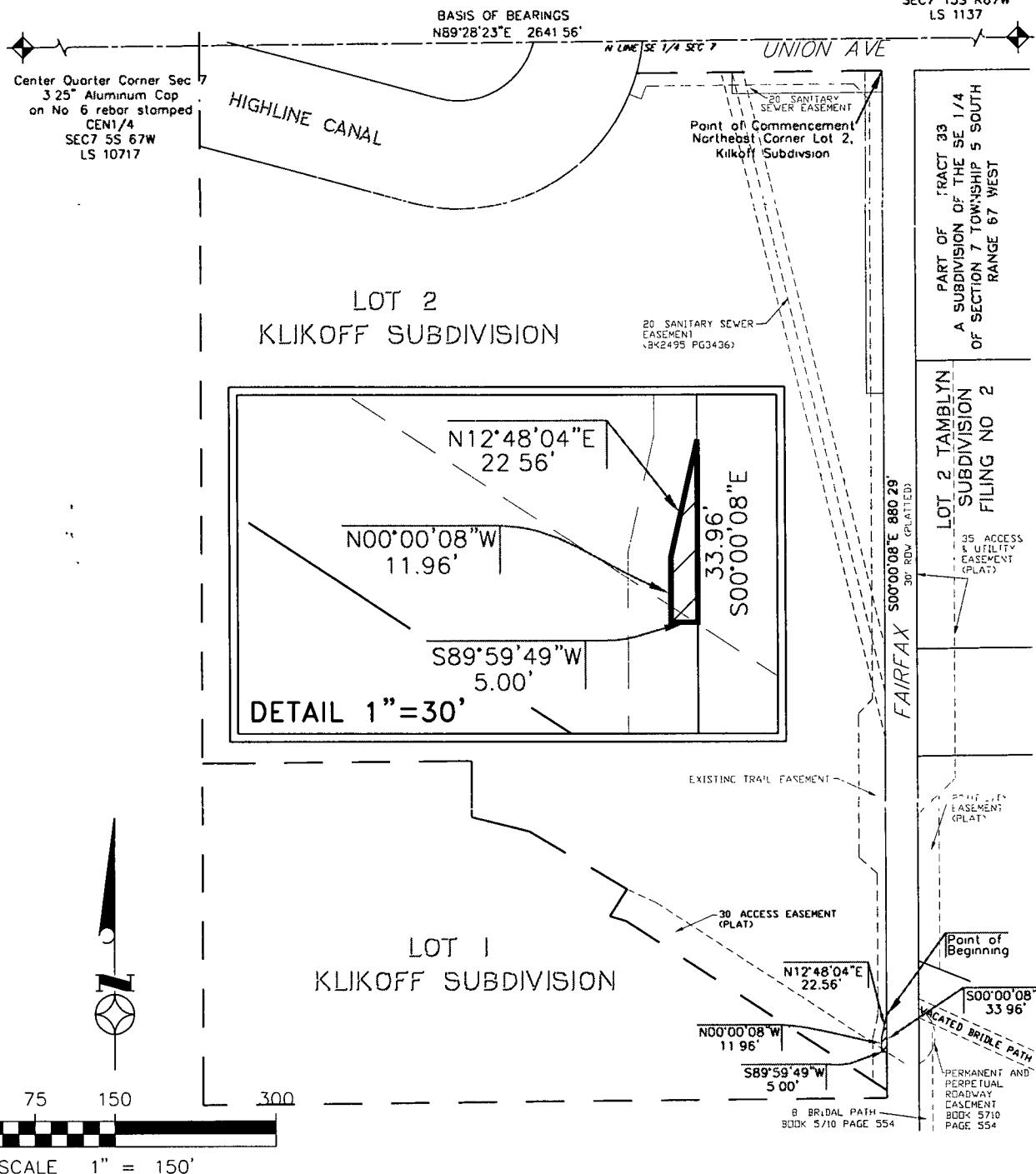
WSSI Job No.: 9137-068.8  
Date: June 19, 2002  
For and on Behalf of  
WESTERN STATES SURVEYING, INC.  
12753 South Parker Road, Suite 205  
Parker CO 80134  
303-841-7436  
Robert Buckley, Jr., PLS 22088

Notice: According to Colorado law you must commence any legal actions based upon a defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.



## EXHIBIT

604  
 East Quarter Corner Sec 7  
 3" Brass Cap  
 in range box "water" stamped  
 D.W.D. EAST 1/4  
 SEC 7 T5S R67W  
 LS 1137



**western states**  
**SURVEYING, Inc.**  
 12753 SOUTH PARKER ROAD, SUITE 205  
 PARKER, COLORADO 80134 (303) 841-7436

NOTE: THIS DOES NOT REPRESENT  
 A MONUMENTED SURVEY. IT IS  
 INTENDED ONLY TO DEPICT THE

REV:

CALC: RB	DATE: 6/19/02
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DRWN: RDC
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JOB NO. 9137-068.8
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DWG. NAME: TRAIL-ESEM-2	SHEET 2 OF 2
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AREA OF PARCELS: 0.0026 ACRES	145 SF
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