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TRACY K. BAKER  
ARAPAHOE COUNTY

30<sup>00</sup>

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RESOLUTION NO. 2  
SERIES OF 2001

INTRODUCED BY DOUG TISDALE  
SECONDED BY BONNIE BLUM

A  
RESOLUTION  
OF THE CITY COUNCIL OF THE  
CITY OF CHERRY HILLS VILLAGE ACCEPTING  
A NON-MOTORIZED RECREATIONAL TRAIL EASEMENT AT 52 SEDGWICK DRIVE.

WHEREAS, Debra Lustig ("Owner") is the owner of Lot 1, Devonshire Heights, Filing No. 2 which property is addressed as 52 Sedgwick Drive; and

WHEREAS, the City of Cherry Hills Village has directed the South Suburban Parks and Recreation District to construct a cement trail connection which will involve Lot 1, Devonshire Heights, Filing No. 2, and

WHEREAS, the owner is desirous of granting an easement on the property that will accommodate the trail improvements, and

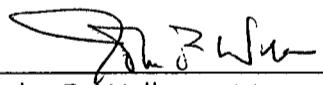
WHEREAS, the City Council accepts and appreciates this donation to the City;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO, RESOLVES:

In accordance with the authority vested in it pursuant to Section 1.3 of the City Charter, the City Council accepts the trail easement granted by the property owner on Lot 1, Devonshire Heights, Filing No. 2.

The City Council authorizes the Mayor to execute any documents necessary to facilitate the transfer of the property to the City.

Introduced, passed and adopted at the regular meeting of City Council this 2nd day of January, 2001, by a vote of 6 Yes and 0 No.

  
John F. Welborn, Mayor

ATTEST:

  
Darlene French, City Clerk

(SEAL)



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

THE CITY OF CHERRY HILLS VILLAGE  
2450 E. QUINCY AVENUE  
CHERRY HILLS VILLAGE, CO 80110  
783-2721/761-9386(FAX)  
**GRANT OF NON-MOTORIZED  
RECREATIONAL TRAIL EASEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, \_\_\_\_\_

Debra Lustig, a Resident,  
whose address is 52 SEDGWICK DRIVE

(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 temporary construction easement, and a perpetual, non-exclusive easement (the "Easements") 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 plat 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

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

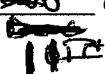


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9. Grantor agrees to indemnify and hold harmless the City, its officers, employees and insurers from and against all liability, claims and demands on account of injury, loss or damage, including without limitation claims arising from bodily damage, 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 11 day of December, 2000.



Grantor:

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

By: Debra L. Taylor

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

County Of Denver \_\_\_\_\_)

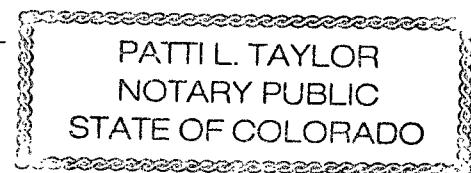
The foregoing Grant of Non-motorized, Recreational Trail Easement was acknowledged before me this 11 day of December, 2000, by

Debra L. Taylor as \_\_\_\_\_.

[Seal]

Notary Public: Patti L. Taylor

My Commission Expires: May 10, 2003





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**LOT 1**  
**TRAIL EASEMENT DESCRIPTION**

A parcel of land lying within Lot 1, Devonshire Heights Amended Plat being a part of Section 1, Township 5 South, Range 68 West of the Sixth Principal Meridian, Cherry Hills Village, Arapahoe County, State of Colorado, being more particularly described as follows:

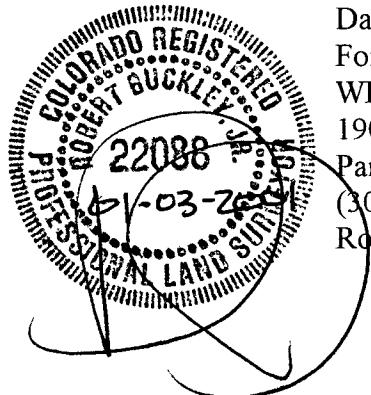
NOTE: For the purpose of this description the bearings are based on the northerly line of Lot 1, Devonshire Heights, Amended Plat, Cherry Hills Village, County of Arapahoe, State of Colorado, bearing South 89°50'50" East, 170.00 feet.

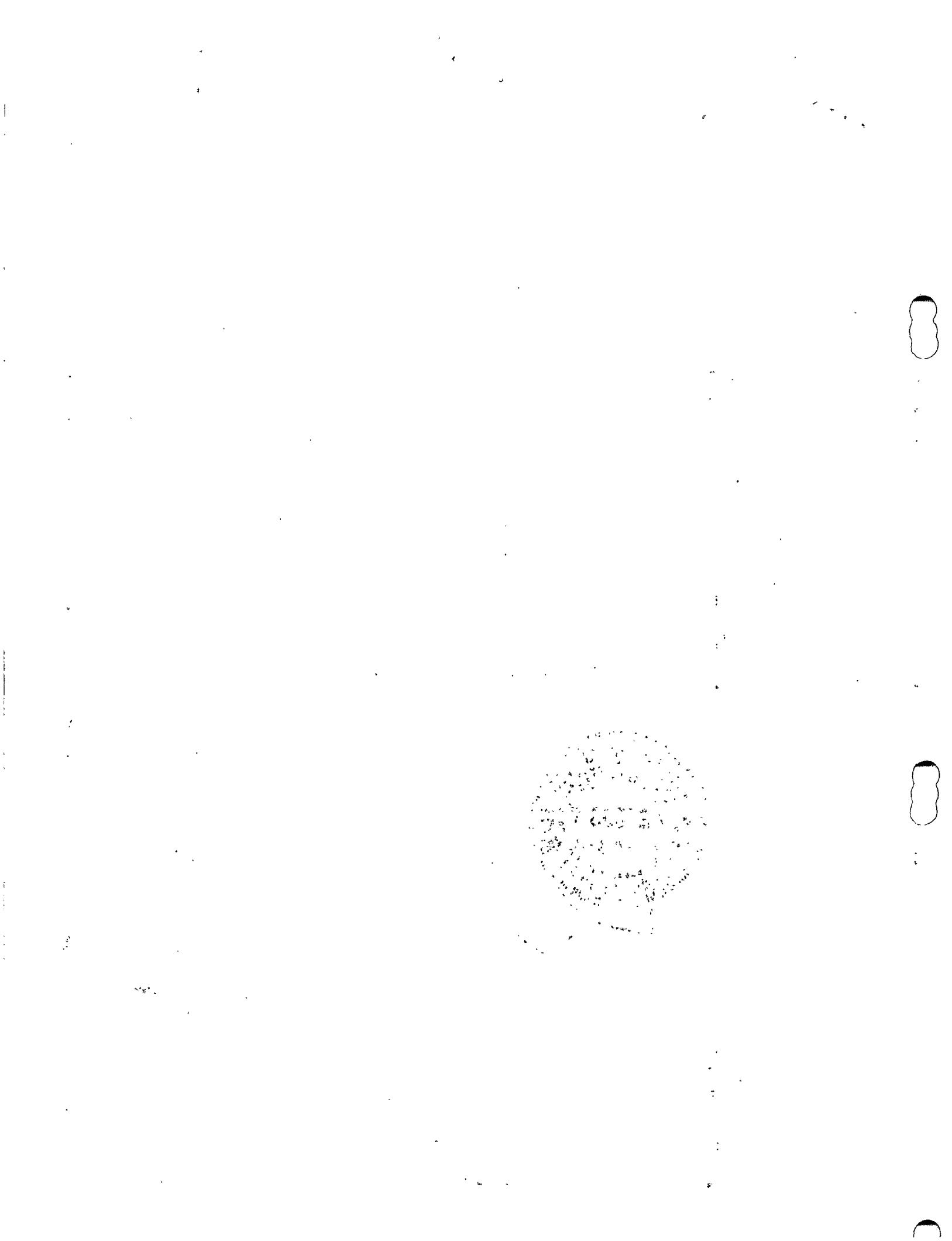
Beginning at the Northwest Corner of said Lot 1, also being the intersection of the southerly right-of-way line of Hampden Avenue and the easterly right-of-way line of Sedgwick Drive; Thence South 89°50'50" East, 26.00 feet, along the northerly line of said Lot 1, said line also being the southerly right-of-way line of Hampden Avenue; Thence South 00°29'50" West, 26.00 feet, along a line parallel with said easterly right-of-way line; Thence North 89°50'50" West, 26.00 feet, along a line parallel with said southerly right-of-way line to a point on said easterly right-of-way line; Thence North 00°29'50" East, 26.00 feet, along said easterly right-of-way line to the POINT OF BEGINNING.

Containing 0.0155 acres, or 676 square feet, more or less.

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

WSSI Job No.: 9137-061.1  
Date Revised: January 3, 2001  
For and on Behalf of  
WESTERN STATES SURVEYING, INC.  
19029 East Plaza Drive, Suite 252  
Parker, CO 80134  
(303) 841-7436  
Robert Buckley, Jr., PLS 22088





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## EXHIBIT

HAMPDEN AVE.

P.O.B. 26.00', S89°50'50"E N89°50'50"W 170 00'

26.00', N00°29'50"E 26.00', S00°29'50"W

26.00', N89°50'50"W EXISTING 26'\*26' GATE EASEMENT (PER SUBDIVISION PLAT)

SEDGWICK DRIVE

N00°29'50"E 110.44'

LOT 1  
DEVONSHIRE HEIGHTS  
AMENDED PLAT

N89°30'10"W 125 00'

N00°29'50"E 182.46'

SEDGWICK DRIVE



0 40 40 80  


SCALE 1" = 40'

REV 01-03-2001

 **WESTERN STATES  
SURVEYING, Inc.**

19029 EAST PLAZA DRIVE, SUITE 252  
PARKER, COLORADO 80134 (303) 841-7436

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

TRAIL EASEMENT

SOUTH SUBURBAN  
RECREATION DISTRICT

AREA OF PARCELS: 676 SF 0.0155 ACRES

CALC: RB	DATE: 09/26/00
DRWN: CS	REV: 10/11/00
JOB NO. 9137-061.1	
	SHEET 2 OF 2

CITY OF CHERRY HILLS VILLAGE  
2430 E QUINCY AVENUE  
CHERRY HILLS VILLAGE, COLORADO 80110