

RESOLUTION NO. 15  
SERIES OF 2001

INTRODUCED BY: JAN STEIERT  
SECONDED BY: BONNIE BLUM

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

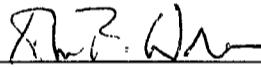
WHEREAS, Merle Chambers, as the owner of property within the City of Cherry Hills Village, graciously offered to the City a non-motorized recreational trail easement to advance the City's goals of providing recreational opportunities to the Village residents; and

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 20<sup>TH</sup> day of November, 2001, by a vote of 5 Yes and 0 No.

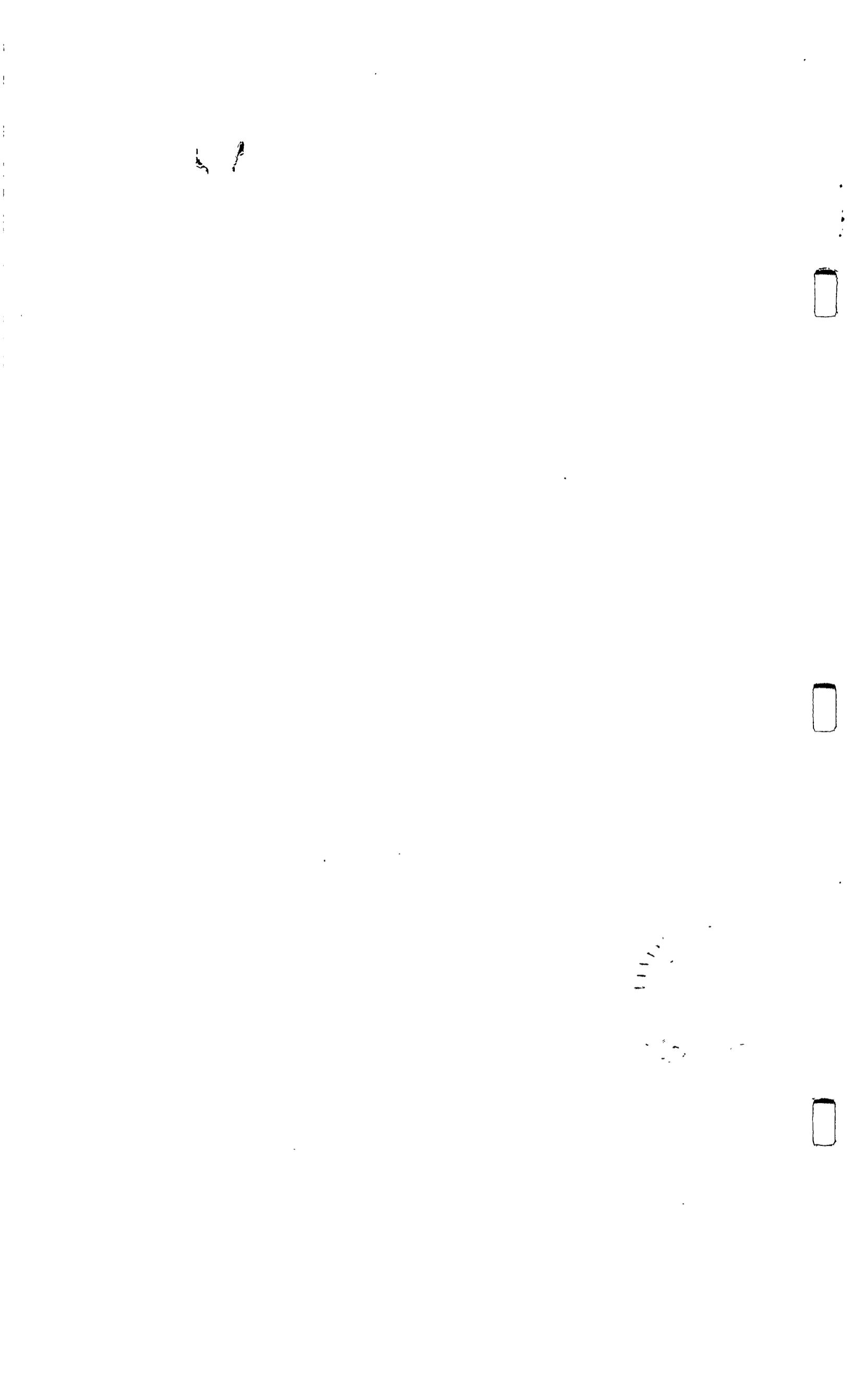
  
John F. Welborn, Mayor

ATTEST:

  
Jennifer Pettinger, City Clerk

APPROVED AS TO FORM:

  
Robert C. Widner, City Attorney



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11/28/2001 13:00:38  
PG: 0001-007  
35.00 DOC FEE: 0.00  
TRACY K. BAKER  
ARAPAHOE COUNTY

## NON-MOTORIZED RECREATIONAL TRAIL EASEMENT

THIS GRANT of Non-Motorized Recreational Trail Easement is made as of the 20<sup>th</sup> day of November, 2001, by **MERLE C. CHAMBERS**, as the owner of property described in this instrument, hereinafter referred to as "Grantor," to the **CITY OF CHERRY HILLS VILLAGE**, a home rule municipal corporation organized and existing under the laws of the State of Colorado, hereinafter referred to as "Grantee."

### WITNESSETH

WHEREAS, Grantor is the owner of Lot 2 Klikoff Subdivision, and Tract 36, Section 7, T5S, R65W, Clark Colony, County of Arapahoe, State of Colorado, also known as 4750 South Dahlia Street, Cherry Hills Village (the "Grantor's Property"), and

WHEREAS, Grantee is desirous of constructing, operating, and maintaining a non-motorized recreational trail, hereinafter referred to as "Trail" and specifically described in Exhibit A, within the boundaries of the Grantor's Property.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid by Grantee, receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells, and conveys to Grantee, its successors and assigns, a non-exclusive, permanent and perpetual easement in, to, over, through, and across the property specifically described in **Exhibit A** attached hereto and incorporated herein for the construction, maintenance, operation, use, removal, repair, and replacement of a public recreational trail, which easement shall include use for non-motorized recreational trail activities such as but not limited to pedestrian, bicycle, and equestrian use,

TO HAVE AND TO HOLD said Easement unto Grantee and its municipal successors forever, upon the following express terms and conditions;

1. Neither Grantor nor anyone claiming by, through, or under Grantor shall construct, place or plant any building, structure, tree or other obstacle of any sort, whether temporary or permanent, on any part of the Trail. Grantor shall have no obligation to Grantee to improve or maintain the Trail.

2. In case Grantee shall permanently abandon its rights herein granted, all rights of Grantee so abandoned shall cease and terminate, and the then owner of the property over which the Trail runs shall hold said premises, as the same may then be, free and clear from the rights so abandoned.

3. Grantee shall, upon commencement of occupancy of the Trail, maintain or cause to be maintained the same in a clean and sanitary state. Any improvements made by or on behalf of Grantee on or within the Trail shall be compatible with the atmosphere of the neighborhood, including, if any, fences and other structures.



4. Grantor shall retain the right of access to the Trail at any location the Grantor determines to be appropriate.

5. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representative, heirs, executors, administrators, successors and assigns of the parties hereto, and shall run with the land; provided, however, that Grantee shall not have the right to assign this Easement to any person other than a municipal or quasi-municipal successor, without Grantor's consent first being obtained.

6. Grantor shall, upon subdivision of the property, receive credit for land dedication, for the Trail (City Code 7-3-3-A).

7. The above and foregoing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on the Grantor or Grantee with respect to the subject matter of this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**GRANTOR:**  
**MERLE C. CHAMBERS**



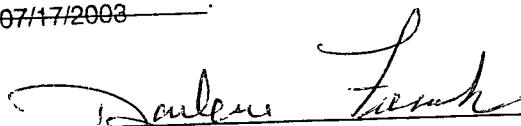
STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 20th day of November, 2001, personally by Merle C. Chambers.

Witness my hand and official seal.

My commission expires: My Commission Expires  
07/17/2003

Notary Public

  
2450 E. Quincey Ave  
Cherry Hills Village, CO 80110

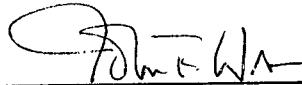
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**GRANTEE:**

**CITY OF CHERRY HILLS VILLAGE,  
COLORADO**

By: 

John F. Welborn, Mayor

ATTEST:

By: Connie Pettenger  
City Clerk

APPROVED AS TO FORM:

By: Prepared by Mr. Widner  
Robert C. Widner, City Attorney



EXHIBIT A  
LEGAL DESCRIPTION OF TRAIL



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5/7

## DESCRIPTION

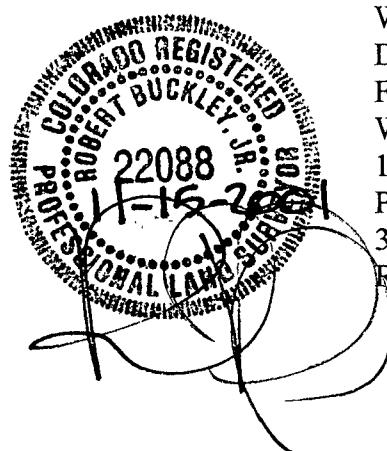
A parcel of land lying within Lot 2 of Kilkoff Subdivision recorded in Book 62 at Page 35 of the City and County of Denver records, located in Section 7, Township 5 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as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

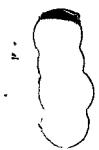
Beginning at the Northeast corner of said Lot 2;  
Thence South 00°00'08" East, 880.29 feet, along the easterly line of said Lot 2;  
Thence South 12°48'04" West, 22.56 feet;  
Thence South 00°00'08" East, 11.96 feet;  
Thence North 89°59'49" East, 5.00 feet, to a point on the easterly line of said Lot 2;  
Thence South 00°00'08" East, 36.11 feet, along said easterly line to the Southeast Corner of said Lot 2;  
Thence North 56°54'26" West, 15.52 feet, along the southerly line of said Lot 2;  
Thence North 00°00'08" West, 40.50 feet, parallel with and 13.00 feet westerly of the easterly line of said Lot 2;  
Thence North 12°48'04" East, 22.56 feet;  
Thence North 00°00'08" West, 131.68 feet, parallel with and 8.00 feet westerly of the easterly line of said Lot 2;  
Thence North 48°47'37" West, 22.60 feet;  
Thence North 00°00'08" West, 135.00 feet;  
Thence North 44°46'38" East, 18.45 feet;  
Thence North 00°00'08" West, 557.60 feet, parallel with and 12.00 feet westerly of the easterly line of said Lot 2;  
Thence North 45°15'54" West, 21.12 feet;  
Thence South 89°28'23" West, 193.67 feet, parallel with and 12.00 feet southerly of the northerly line of said Lot 2, to a point of non-tangent curvature;  
Thence southerly, along the arc of a curve to the right, whose center bears North 71°14'55" West, 184.94 feet, thru a central angle of 04°00'40", an arc length of 12.95 feet, whose chord bears South 20°45'25" West, 12.94 feet, to a point of non-tangency;  
Thence North 67°14'15" West, 12.00 feet, to the easterly right of way line of the Highline Canal also being a point of non-tangent curvature;  
Thence northeasterly, along the arc of a curve to the left, whose center bears North 67°14'15" West, 172.94 feet, thru a central angle of 06°48'35", an arc length of 20.55 feet, whose chord bears North 19°21'27" East, 20.54 feet, to the northerly line of said Lot 2;  
Thence North 89°28'23" East, 229.51 feet, along the northerly line of said Lot 2, to the POINT OF BEGINNING;  
Containing 0.3558 acres, or 15501 square feet, more or less.



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



WSSI Job #: 9137-068.4  
Date: November 15, 2001  
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



# EXHIBIT

15  
 East Quarter Corner Sec 7  
 3" Brass Cap  
 in range box "water" stamped  
 D.W.D EAST 1/4  
 SEC7 T55 R67W  
 LS 1137

