

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING A RESIDENTIAL LEASE AGREEMENT
BETWEEN JERI NEFF AND THE CITY OF CHERRY HILLS VILLAGE
FOR OCCUPANCY AND POSSESSION OF CITY-OWNED PROPERTY
COMMONLY KNOWN AS THE HOPKINS HOUSE**

WHEREAS, the City of Cherry Hills Village ("City") has the general authority, in accordance with Section 31-15-101(1)(d), Colorado Revised Statutes, to acquire, hold, lease, and dispose of real property; and

WHEREAS, Section 1.2 of the Cherry Hills Village Home Rule Charter ("City Charter") provides that the City shall have all the power of local self-government and home rule and all power possible for a city to have under the Colorado Constitution and the laws of the State of Colorado; and

WHEREAS, Section 1.3 of the City Charter permits the City to hold, lease, sell, and dispose of real property; and

WHEREAS, Section 3.1 of the City Charter grants the City Council with all of the powers of the City not otherwise limited or conferred upon others by the City Charter, including the power to enact ordinances and resolutions affecting real property owned by the City; and

WHEREAS, the City is the owner of real property commonly known as 4400 East Quincy Avenue, Englewood, Colorado 80113 ("Property"); and

WHEREAS, a residential building that is approximately 1,400 square feet in size and commonly known as the "Hopkins House" is situated on the Property; and

WHEREAS, the Hopkins House is currently encumbered by a lease agreement that allows the current occupant and possessor of the Hopkins House, an individual known as Jeri Neff (herein "Neff") to occupy and possess the Hopkins House for residential purposes, and said lease agreement term terminates on December 13, 2022; and

WHEREAS, Neff has submitted a request to the City Council that Neff be permitted to continue legal possession and occupancy of the Hopkins House for a short period of time to allow Neff additional time to move out of and vacate the Hopkins House; and

WHEREAS, the City Council is agreeable and willing to enter a new lease agreement with Neff for a term that expires and terminates on March 31, 2023, for the sole purpose of allowing Neff the additional time that Neff has requested to move out of and vacate the Hopkins House; and

WHEREAS, the City Council desires to approve and enter into the Lease Agreement (Jeri Neff – Hopkins House), attached to this Resolution ("Lease"), according to the terms and conditions set forth therein; and

WHEREAS, the City Council finds that the Lease is exempt from the approval process of Section 3.9 of the City Charter, as amended, because: (1) the term of the Lease does not exceed five years; (2) the Lease cannot be renewed; and (3) the provisions of the Lease and the allowed residential use of the Hopkins House by Neff will not materially diminish the public's opportunity to use and enjoy the open space commonly known as Quincy Farm, on which the Hopkins House is located, during the term of the Lease.

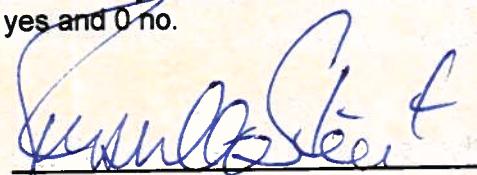
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO THAT:

Section 1. The City Council accepts and approves the Lease Agreement (Jeri Neff – Hopkins House), as set forth in Attachment A, attached hereto and incorporated herein by reference, and authorizes the Mayor to execute and enter the same on behalf of the City.

Section 2. This Resolution is effective upon adoption.

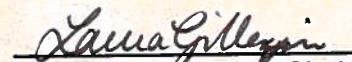
Introduced, passed and adopted at the regular meeting of City Council this 14th day of December, 2022, by a vote of 6 yes and 0 no.

(SEAL)

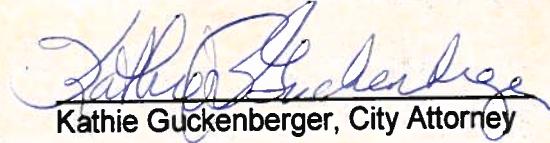


Russell Stewart, Mayor

ATTEST:


Laura Gillespie, City Clerk

APPROVED AS TO FORM:


Kathie Guckenberger, City Attorney

ATTACHMENT A

LEASE AGREEMENT (JERI NEFF – HOPKINS HOUSE)

LEASE AGREEMENT
(JERI NEFF – HOPKINS HOUSE)

THIS LEASE AGREEMENT (“**Lease**”) is made this 14th day of December 2022, by and between CITY OF CHERRY HILLS VILLAGE, a Colorado home rule municipality (“**Landlord**”) and JERI NEFF (“**Tenant**”) (each a “**Party**” and collectively the “**Parties**”) for rental of the Leased Premises, as defined below.

In consideration of Landlord permitting occupancy of the Premises, Tenant hereby covenants and agrees as follows:

1. **Leased Premises.** Tenant leases from Landlord the approximately 1400 square foot “**Hopkins House**,” a residential building, located on the property commonly known as 4400 E. Quincy Avenue, Englewood, CO 80113, which includes the surrounding area bounded by: (a) Quincy Avenue on the north; (b) the existing driveway on the east; (c) an east-west line which is 100 feet south of the Hopkins House, and (d) a north-south line which is 100 feet west of the Hopkins House.
2. **Consent to Conservation Easement.** Tenant acknowledges that the Leased Premises is encumbered by a Deed of Conservation Easement recorded on December 18, 2007, at Reception No. B7157828 in the Clerk and Recorder’s Office for Arapahoe County, Colorado (“**Conservation Easement**”), and Tenant consents and agrees that Tenant shall use the Leased Premises in accordance with and subject to the terms of the Conservation Easement.
3. **Term.** The term of this Lease shall commence on December 15, 2022, and automatically terminate, without the requirement that Landlord provide Tenant any additional notice, on March 31, 2023 (the “**Term**”). Tenant must relinquish possession of the Leased Premises and be completely moved out of the Leased Premises by 11:59 p.m. on March 31, 2023. Under no circumstance shall this Lease be continued past the end of the Term, nor shall any extension of this Lease be permitted. Tenant’s continued possession of the Leased Premises beyond March 31, 2023, shall be deemed a tenancy at sufferance, and Tenant’s possession shall be treated as an unlawful holdover and detention of the Leased Premises without Landlord’s consent, and Landlord may take any lawful action against Tenant to return possession of the Leased Premises from the Tenant to the Landlord, as permitted by Colorado law. Tenant shall have the right to terminate this Lease at any time during the Term upon thirty (30) days prior written notice to Landlord. Tenant has possession of the Leased Premises prior to the execution of this Lease.

Tenant, by providing her initials here J.N., states that she has read Paragraph 3 above, and that she understands, acknowledges, and agrees to the terms and provisions therein, and specifically that:

1. the Term of this Lease shall automatically terminate, without further notice required by Landlord to Tenant, on March 31, 2023;
2. Tenant must completely vacate the Leased Premises on or before March 31, 2023; and
3. under no circumstances shall Tenant be granted an extension of this Lease.

4. **Monetary Rent.** Tenant shall pay Landlord as monetary rent during the Term in monthly installments in advance (on or before the first of each month, unless prorated on a per diem basis) the amount of Three Hundred Dollars (\$300.00) (the “**Monetary Rent**”). Monetary Rent for any part month shall be prorated on a per diem basis and shall be due and payable within five (5) business days from the date the prorated Monetary Rent is invoiced and mailed to Tenant. Payments shall be sent or delivered to Landlord at City of Cherry Hills Village, Attn: Emily Black, 2450 E. Quincy Ave., Cherry Hills Village, CO 80113. Risk of loss of rent payments in the mail shall be with Tenant. Tenant shall pay a \$25.00 charge for any dishonored check or attempted payment.

5. **Additional Rent.** In addition to Monetary Rent, as Additional Rent, Tenant shall pay the utilities and other charges described in this Lease, and perform and provide for routine maintenance of the Leased Premises. Any other payments required to be made by and obligations of the Tenant hereunder shall also be considered Additional Rent hereunder.

6. **Use.** Tenant may use the Leased Premises for private, single-family residential purposes only.

7. **Repairs and Maintenance of Leased Premises.** Landlord agrees to keep the Leased Premises, including the structural components, exterior walls, roof, and sewer connection and plumbing outside the exterior walls of the residential structure in good condition and repair at Landlord’s expense. Tenant shall not cause waste to occur upon the Leased Premises. Tenant shall be solely responsible for repair and replacement of the interior walls, floors, ceiling, furnace, hot water heater, air conditioner, stove, refrigerator and all other appliances on the Leased Premises.

8. **Utilities.** Tenant shall be responsible for paying all utilities furnished to the Leased Premises, including electric, gas, water, sewer, phone, refuse disposal, and any other charges incurred by Tenant.

9. **Taxes.** Tenant shall pay, before delinquent, all property taxes and assessments that are levied against the Tenant’s leasehold interest and Tenant’s personal property.

10. **Sublease/Assignment.** Tenant shall not sublet any part of the Leased Premises, nor assign this Lease or any interest therein, without the prior written consent of Landlord, which consent the Landlord may withhold in its discretion.

11. **Transfer of Interest by Landlord.** This Lease shall run with the land and shall survive any transfer of interest or title by Landlord, whether such transfer occurs through the affirmative

actions of Landlord or by operation of law, and shall be binding on the successors and assigns of Landlord.

12. Insurance. Tenant shall maintain, or obtain prior to entering this Lease and maintain:

- a. Renters insurance for the replacement value of all personal property owned by Tenant, located in or about the Leased Premises; and
- b. Comprehensive general liability insurance in the amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limit.

Tenant warrants that Landlord is and will continue to be an additional insured on Tenant's liability insurance policy covering the Leased Premises. Tenant must provide proof of the required insurance coverage within five (5) business days of entering this Lease to Landlord.

Tenant agrees that Landlord shall not be liable for any damage or injury to Tenant or to any other person occurring on the Leased Premises or any part thereof, and Tenant hereby agrees to hold Landlord harmless from any and all claims for such damage or injury, no matter how caused. Landlord shall likewise not be liable for any loss of property of Tenant or any other person by any reason, nor for any accidental damage to persons or property in or about the Leased Premises resulting from any cause whatsoever. Tenant covenants to make no claim for any such damage or loss against Landlord, but to purchase insurance, as required herein, and provide self-insurance in adequate amounts to offset any such risk.

13. Default. If Tenant either: (a) fails to pay Monetary Rent within five (5) days of the date due; or (b) fails to pay the Additional Rent or is in default of any other covenants or agreements set forth in this Lease and the Default remains uncorrected for a period of ten (10) days after the Landlord has given written notice thereof (in either case, a "Default"), then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (i) terminate this Lease; (ii) reenter and repossess the Leased Premises pursuant to applicable provisions of Colorado law; (iii) pursue breach of contract remedies; and (iv) pursue any available remedies in law or equity. If, however, the Default under subsection (b) is of such character as to require more than ten (10) days to cure, failure of Tenant to use reasonable diligence in curing such Default within such additional time as may be necessary to do so shall constitute a default.

14. Notice. Unless expressly excepted in this Lease, all notices required or permitted hereunder shall be in writing and shall be deemed given on the date of delivery when delivered personally or if sent by a generally recognized overnight courier service (e.g., FedEx, or UPS), or two (2) days following deposit with the U.S. Postal Service for certified or registered delivery, postage prepaid, return receipt requested, when addressed to the addressee at the address set forth below, or such address as either party may designate from time to time in writing to the other:

City of Cherry Hills Village
Attn: City Manager
2450 E. Quincy Avenue
Cherry Hills Village, CO 80113

Jeri Neff
4400 E. Quincy Avenue
Englewood, CO 80113

15. **Quiet Enjoyment.** Landlord represents, warrants, and covenants that it is the legal owner of the Leased Premises and has all necessary power and authority to enter into this Lease, to lease the Leased Premises to Tenant, and to perform all of the obligations of Landlord as set forth in this Lease. Landlord further covenants that if and so long as Tenant complies with the rent provisions in this Lease and performs the covenants contained in this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises and have the right to ingress and egress from the Leased Premises for the Term of this Lease, subject to the provisions contained elsewhere herein. Notwithstanding the foregoing, Tenant agrees to permit Landlord or its designated agents to enter the Leased Premises for any lawful purpose at reasonable times and upon reasonable notice. Notice shall be deemed reasonable if provided at least twenty-four (24) hours in advance of the time entry to the Leased Premises is sought. Notice may be given by e-mail or phone, including the leaving of a voice message. Landlord shall not be required to provide Tenant any form of notice that Landlord or its designated agents intend to enter, are entering, or have entered any part of the property surrounding the Leased Premises that is not specifically included in the Leased Premises as part of this Lease.
16. **Miscellaneous.** This Lease shall be subordinate to all existing and future security interests on the Leased Premises. The Parties agree that with respect to performance of all terms, conditions and covenants of this Lease, time is of the essence. This Lease shall be interpreted and construed under the laws of the State of Colorado. All title and captions are for convenience only and are not a part of nor affect the construction or interpretation of this Lease. This Lease shall only be modified by a written amendment signed by both Parties. The terms and conditions of this Lease shall be binding on and inure to the benefit of the Parties, their heirs, assigns, and successors. This Lease constitutes the entire agreement between the Parties.
17. **Attorney Fees.** If legal action is commenced to enforce any of the rights and obligations hereunder, or relating in any way to the Leased Premises, the prevailing party shall be entitled to collect all court costs and reasonable attorney fees incurred in such action.
18. **No Waiver.** All rights given to Landlord by this Lease shall be cumulative, in addition to any rights which may now or hereafter be given by law. Any exercise or failure to exercise any such rights by the Landlord shall not act as a waiver of any such rights or other rights of the Landlord. The acceptance by Landlord of partial payments of rent shall not, under any circumstances, constitute a waiver by the Landlord of the right to collect the full rent due or

enforce any other rights hereunder, and shall not affect any notice given or legal proceedings in unlawful detainer previously or thereafter commenced pursuant to Colorado law.

19. Annual Appropriations. The financial obligations of Landlord shall extend only to monies duly and lawfully appropriated and budgeted by Landlord and encumbered for the purpose of this Lease, pursuant to C.R.S. § 29-1-101 et seq., as amended.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed on the date first written above.

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SIGNATURE PAGES FOLLOW

THIS LEASE AGREEMENT is executed and made effective as provided above.

CITY OF CHERRY HILLS VILLAGE,
COLORADO

By:

Russell O. Stewart, Mayor

Date of execution: December 14, 2022

ATTEST:

Laura Gillespie
Laura Gillespie, City Clerk

APPROVED AS TO FORM:

Kathie Guckenberger
Kathie Guckenberger, City Attorney

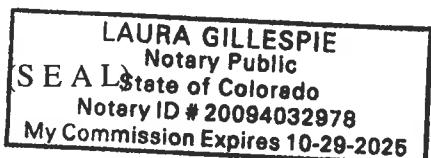
TENANT:

Jeri Neff
Jeri Neff

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing Lease Agreement was subscribed, sworn to and acknowledged before me this 8th day of December 2022, personally by Jeri Neff.

My commission expires: 10/29/25



Laura Gillespie
Notary Public