

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
ACCEPTING A NON-EXCLUSIVE IRRIGATION LINE EASEMENT
LOCATED AT 4200 EAST QUINCY AVENUE

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

WHEREAS, Gordon G. Rockafellow and Nancy J. Rockafellow (together, the "Owner"), as the current record owner of certain real property located at 4200 East Quincy Avenue, City of Cherry Hills Village, State of Colorado (the "Property"), has granted to the City a perpetual non-exclusive irrigation line easement (the "Irrigation Line Easement") for the construction, installation, operation, and maintenance of an irrigation line below the surface of the Property, together with the right of ingress and egress over Owner's property incidental thereto; and

WHEREAS, the creation of the Irrigation Line Easement and encumbrance of the Property are set forth in that certain Non-Exclusive Irrigation Line Easement Agreement, the original of which is on file with the City Clerk and a copy of which is attached to this Resolution as Attachment A and incorporated herein by reference (the "Easement Agreement"); and

WHEREAS, Owner is currently pursuing written consent of Owner's lender of record (JPMORGAN CHASE BANK, N.A.) for the grant of the Irrigation Line Easement to the City which written consent shall take the form of a partial release of Deed of Trust or a written consent agreement, either of which shall be in a form acceptable to the City Attorney ("Lender Consent"); and

WHEREAS, the City Council desires to accept the conveyance of the Irrigation Line Easement and approve the form Easement Agreement on the condition that Owner secures Lender Consent and that such Lender Consent is recorded in the real property records of Arapahoe County, Colorado ("County Records") concurrently with the recordation of the Easement Agreement.

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

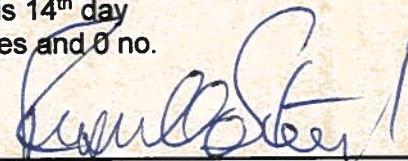
Section 1. The City Council hereby: (a) approves the Easement Agreement in the form attached hereto as Attachment A; (b) authorizes the City Attorney to make non-material changes to the Easement Agreement that do not materially increase the City's obligations; (c) authorizes the Mayor to execute the Easement Agreement on behalf of the City when in final form; and (d) authorizes the City Clerk to record the Easement Agreement and Lender Consent in the County Records (in that specific order) following the date on which the executed Lender Consent has been filed of record with the City.

Section 2. Following the date on which the Easement Agreement and Lender Consent have been recorded in the County Records, the City Manager or his designee shall cause the consideration set forth in Paragraph 1 of the Easement Agreement, being Three Thousand Five Hundred Dollars and No Cents (\$3,500.00), to be paid to Owner.

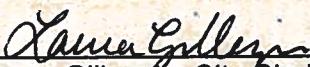
Section 3. This Resolution shall be effective immediately.

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.

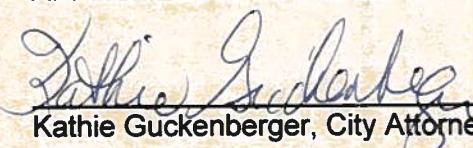
(SEAL)


Russell Stewart, Mayor

ATTEST:


Laura Gillespie, City Clerk

APPROVED AS TO FORM:


Kathie Guckenberger, City Attorney

ATTACHMENT A
NON-EXCLUSIVE IRRIGATION LINE EASEMENT AGREEMENT



03/02/2023 10:58 AM RF: \$88.00 DF: \$0.00

Arapahoe County Clerk, CO

Page: 1 of 16

Joan Lopez, Clerk & Recorder

E3013037

After recording, return to:

City Clerk of Cherry Hills Village
City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113

NON-EXCLUSIVE IRRIGATION LINE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE IRRIGATION LINE EASEMENT AGREEMENT (this “Agreement”) is made effective as of December 14, 2022, by and between **GORDON G. ROCKAFELLOW and NANCY J. ROCKAFELLOW**, whose address is 4200 East Quincy Avenue, Cherry Hills Village, CO 80113 (collectively, the “Grantor”), and the **CITY OF CHERRY HILLS VILLAGE**, a municipal corporation of the State of Colorado, whose address is 2450 East Quincy Avenue, Cherry Hills Village, CO 80113 (the “City” or “Grantee”). Grantor and the City may each be referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS:

A. Grantor is the owner of that certain real property located at 4200 East Quincy Avenue in the City of Cherry Hills Village, Arapahoe County, Colorado, more specifically described in **Exhibit A-1** attached hereto (“Property”).

B. The Property was conveyed to Grantor by that certain deed dated June 8, 1994 and recorded in the real property records of Arapahoe County, Colorado on August 11, 1994 at Rec. No. 94114916, Book 7666, Page 25, and is further identified as Parcel C in the Improvement Survey Plat dated November 17, 2011 and recorded on June 21, 2012 at Rec. No. D10230 in the real property records of Arapahoe County, Colorado.

C. The Property is subject to certain existing agreements, instruments, deeds, reservations, easements, and other records and matters described in **Exhibit B** attached hereto (collectively, the “Existing Encumbrances”) and portions of the Property are currently in use pursuant to certain of the Existing Easements as an irrigation canal known generally as the Highline Canal and as a gravel pathway open to the public known generally as the Highline Canal Trail (the “Trail”).

D. The City has requested an easement for an existing 1.5” diameter underground irrigation water line in a 4” outer conduit pipe that the City recently installed (without disturbing the surface of the Property) using directional boring under the portion of the Property beneath the Trail.

E. The aforementioned water line will replace historical water lines below an adjacent parcel of real property that is also generally known as 4200 East Quincy Avenue located in the City of Cherry Hills Village, Arapahoe County, Colorado, which real property is more fully described on **Exhibit A-2** attached hereto ("Grantor's Adjacent Property").

F. Grantor desires to grant the City an easement for the Water Line on the terms and conditions set forth in this Agreement, and the City desires to accept such easement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into this Agreement), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and the City agree as follows:

1. **Water Line Easement.** Subject to the Existing Encumbrances, and in exchange for **Three Thousand Five Hundred Dollars and No Cents (\$3,500.00)** and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Grantor grants and conveys to the City, and the City accepts, an easement over, on, across, and through those portions of Grantor's Property described and depicted on **Exhibit C** attached hereto (the "Easement Area") for construction, installation, operation, and maintenance of a single one-and-one-half inch (1.5") polyvinyl chloride (PVC) underground water line inside a four inch (4") conduit line (together, the "Water Line"), buried at a depth of not less than twenty-four inches (24") below the surface, together with the right of ingress and egress over Grantor's Property incidental thereto (the "Easement"). The purpose of the Easement shall be to irrigate portions of the City's property located at 4400 East Quincy Avenue (also known as "Quincy Farm").

2. **Term.** The rights granted in this agreement shall be possessed and enjoyed by the City, its successors and assigns, so long as the Water Line shall be maintained and operated by the City, its successors or assigns, for the above-specified purpose.

3. **Use of Easement Areas.** The Easement granted herein does not include or grant any rights to the City to use any portion of Grantor's Property outside of the Easement Area for any purpose except for the incidental right of ingress and egress set forth in Section 1. The City's use and maintenance of the Easement Area shall comply with the Existing Encumbrances and any and all laws, rules, or regulations applicable to the Easement Area or the use thereof and the City shall not cause any liens to be filed against Grantor's Property. If any such lien is filed, the City shall remove or provide a bond to release such lien within thirty (30) days after the City receives notice of such lien. Grantor hereby reserves the right to use its Property, including the Easement Area, in any manner allowed by the Existing Encumbrances and/or in any other manner that does not materially impede or interfere with the City's rights under this Agreement, except that Grantor shall not construct any permanent improvements on or over the Easement Area or excavate, drill,

bore, or install any improvements within or under the Easement Area without the prior written consent of the City, which consent shall not be unreasonably withheld.

4. Maintenance and Costs. The City shall bear the costs to install, operate, maintain and repair the Water Line and shall, upon completion of any such work, restore the Easement Area to at least as good of a condition as existed prior to such work. The City shall not be responsible for any damage or destruction to the Easement Area caused by Grantor or its agents, managers, officers, directors, employees, or contractors (the “Grantor Parties”). The City shall provide at least forty-eight (48) hours’ prior notice by phone or e-mail to a person or persons designated by Grantor before commencing work on the Easement Area or Water Line, except in the event of an emergency (in which event, the City shall provide such notice as is reasonable under the circumstances, if any). All maintenance work by the City shall comply with the obligations of Grantor pursuant to the provisions of the Existing Encumbrances, and the City shall be solely responsible for coordinating its maintenance of the Water Line with the holders of the Existing Encumbrances. All operations by the City on the Property shall affect a minimum of vegetative or soil disturbance, consistent with practical operations, will restore any damaged vegetation promptly, and will smooth and maintain all disturbed areas to conform as nearly as practical to the adjacent terrain and provide and maintain adequate water drainage to minimize erosion.

5. Restrictions on Easement. The City’s rights hereunder are expressly subject to the following:

- a. All reservations, limitations and conditions of any Existing Encumbrance and the rights of any party pursuant thereto;
- b. All grants, conditions, limitations and reservations, if any, of record, or arising by operation of law, and the rights of any party pursuant thereto;
- c. All easements or rights-of-way over or across the Easement or any portion thereof; and
- d. The rights of any party under any underlying deed constituting the record chain of title unto Grantors.

6. Indemnification.

- a. Grantor shall indemnify and hold the City harmless from and against any all claims, liabilities, losses, damages, penalties, fines, costs, charges, or expenses (including reasonable attorneys’ fees and costs of any consultants) (collectively, “Claims”) in connection with any damage to the Water Line to the extent caused by or arising out of the negligence of Grantor or the Grantor Parties.
- b. To the extent permitted by law, the City shall indemnify and hold Grantor and the Grantor Parties harmless from and against any and all Claims, including any monetary

liens imposed on the Property or any portion thereof, to the extent caused by or arising out of the use of the Easement, the Easement Area, and/or the Property by the City, its contractors, agents or licensees.

7. Abandonment of Prior Irrigation Lines. As partial consideration to Grantor for the Easement, Grantor and City acknowledge and agree that:

a. historic irrigation lines encumber portions of Grantor's Adjacent Property in Cherry Hills Village, Colorado (the "Historic Irrigation Lines"), which lines were historically used to irrigate Quincy Farm;

b. the City has not surveyed or otherwise determined the exact location of the Historic Irrigation Lines; and

c. the City has no need or desire to use the Historic Irrigation Lines for any purpose because it intends to use the Easement granted pursuant to this Agreement for future irrigation of Quincy Farm.

d. The City hereby abandons in place the Historic Irrigation Lines and the use thereof. The City agrees that Grantor may remove or cap the Historic Irrigation Lines. Grantor and the City agree that Grantor has no intent to excavate or remove the Historic Irrigation Lines, but if Grantor desires to remove such lines, the removal will be at Grantor's sole cost and expense. Any and all licenses or other rights (collectively, "Prior Rights") held or owned by the City with respect to the construction, installation, operation, and maintenance of the Historic Irrigation Lines are hereby abandoned by the City, and the City agrees not to use the Prior Rights in the future. The rights, duties and obligations of the Parties with respect to the Prior Rights are hereby terminated and the City's interests represented by such Prior Rights shall revert to Grantor, and Grantor's successors and assigns.

8. Voluntary Termination of Easement by the City. The City agrees that at such time and in the event that the Easement described herein is vacated by the City in accordance with the provisions of the City's Home Rule Charter and Municipal Code, as may be amended, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, and Grantor's successors and assigns.

9. Abandonment of Easement by the City. It is expressly made a condition of the Easement that if the City, its successors or assigns, shall abandon the Easement or any portion of said Easement for the stated purposes of the Easement, then and in the event, and subject to applicable provisions of the Cherry Hills Village Home Rule Charter and Municipal Code, as may be amended, all the rights herein granted shall cease and terminate with respect to the Easement so abandoned, and the title to said Easement shall be freed from the burden of said Easement; and it is further agreed that nonuse of the Easement for the purposes of said Easement for the period of five (5) consecutive years shall constitute abandonment of the Easement by the City. In the event of an abandonment of the Easement and compliance with applicable provisions of the Cherry

Hills Village Home Rule Charter and Municipal Code, the City shall deliver to Grantors a recordable instrument evidencing that the title to the Easement so abandoned is free and clear of the burden of said Easement and free and clear of liens, encumbrances, clouds upon or defects in the title to said Easement created or permitted to be created by the City.

10. Damages.

a. All operations authorized hereunder shall be conducted by the City in a prudent, workmanlike, and reasonable manner, and all necessary precautions shall be taken to avoid damage to the Trail, the Highline Canal, and to gates, bridges, fences, existing trees, shrubs, inground irrigation systems and utilities. All damage to the above-named facilities shall be reported to Grantor within twenty-four (24) hours and shall be repaired by the City within thirty (30) days, to the original condition or better than existing prior to such operations. Any public hazard, such as damage to the Trail, caused by the City's use of the Easement, shall be marked or barricaded and proper steps taken for the repair thereof by the City.

b. The City shall give Grantor, and Grantor's successors and assigns, prompt notice of any of the following occurrences arising with regard to the Property or the City's activities thereon:

- i. Any spill, release, or other occurrence that constitute a violation of the provisions of any applicable laws, rules or regulations; and
- ii. Any notices, claims or allegations of environmental violations or contamination received from any federal, state or local governmental agency or authority or the filing or commencement of any judicial or administrative proceeding by any such agency.

11. **Compliance with Law.** The City shall comply with all present and future federal, state and local laws, rules, regulations, orders and other requirements applicable to the City's operations under this Agreement, including without limitation, laws, rules, regulations, orders and other requirements relating to the public or employee health and safety, pollution or protection of the environment, and any permits, approvals or judicial or administrative orders issued thereunder. The terms of this Easement may be modified from time to time with additional consideration to comply with any future modification to federal, state and local laws, rules, regulations, orders or other requirements.

12. **Notices.** All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor: Gordon G. Rockafellow and Nancy J. Rockafellow
4200 East Quincy Avenue
Cherry Hills Village, CO 80113

If to City: City of Cherry Hills Village
Attn: City Manager
2450 East Quincy Avenue
Cherry Hills Village, CO 80113

With a copy to: City of Cherry Hills Village
Attn: Kathie B. Guckenberger, City Attorney
c/o Michow Cox & McAskin LLP
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111

13. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement.

14. Assignment. The City shall not assign the Easement, nor any portion of the rights herein granted.

15. Covenants Run with Land. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is vacated pursuant to the terms set forth herein.

16. Counterparts. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

17. Entire Agreement. This Agreement represents the entire agreement between the Grantor and the City as it relates to the Easement and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing, signed by both the City and the Grantor, and recorded in the real property records of Arapahoe County, Colorado.

18. Applicable Law/Venue. Each and every term, condition, or covenant of this Agreement is subject to and shall be construed in accordance with the provisions of Colorado law. Venue for any action arising out of this Agreement shall be exclusively in the District Court in the County of Arapahoe, Colorado.

19. **Entirety of Easement.** This Agreement represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

20. **Recordation.** This Agreement shall be recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado.

IN WITNESS WHEREOF, the Parties have executed this Non-Exclusive Irrigation Line Easement Agreement on the dates indicated below.

Remainder of page left blank intentionally
Signature page follows

GRANTOR: GORDON G. ROCKAFELLOW

Signature: John Schmitz
Date: Jan. 17, 2023

Date: Jan. 17, 2023

STATE OF Colorado)
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 17 day of
January, 2022, by Gordon G. Rockafellow.
2023
MNR

Witness my hand and official seal.

My commission expires: 09/01/2026

MEGAN ROBERTS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224034496
MY COMMISSION EXPIRES 09/01/2026

[SEAL]

Megan Roberts
Notary Public

GRANTOR: NANCY J. ROCKAFELLOW

Signature:
Date:

Date: Jan 17, 2053

STATE OF Colorado)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 17 day of
January, 2022, by Nancy J. Rockafellow.
2023
MNR

Witness my hand and official seal.

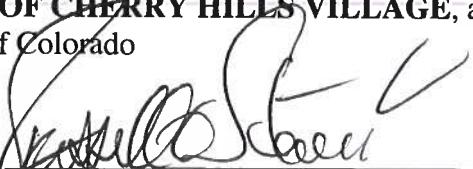
My commission expires: 09/01/2026

[SEAL]

Megan Dolce
Notary Public

MEGAN ROBERTS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224034496
MY COMMISSION EXPIRES 09/01/2026

CITY OF CHERRY HILLS VILLAGE, a municipal corporation of the
State of Colorado

By: 

Russell O. Stewart, Mayor

ATTEST:


Laura Gillespie, City Clerk

REVIEWED BY:

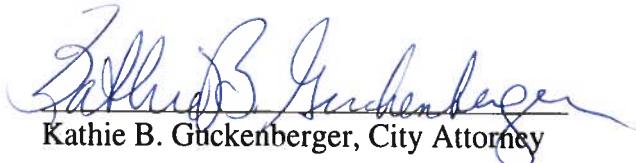

Kathie B. Guckenberger, City Attorney

EXHIBIT A-1

The Property

The Property is described as follows:

A TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION 7 BEARS NORTH 89 DEGREES 21 MINUTES 30 SECONDS EAST, 2493.89 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 30 SECONDS EAST, 494.00 FEET ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7 TO THE NORTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN BOUNDARY LINE AGREEMENT RECORDED IN BOOK 1614 AT PAGE 99 OF THE RECORDS OF ARAPAHOE COUNTY, COLORADO; THENCE SOUTH 00 DEGREES 38 MINUTES 30 SECONDS EAST, 30.00 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 1614 AT PAGE 99; THENCE SOUTH 01 DEGREES 38 MINUTES 00 SECONDS EAST, 716.60 FEET ALONG THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 1614 AT PAGE 99 TO THE NORTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 1589 AT PAGE 535 OF THE RECORDS OF ARAPAHOE COUNTY, COLORADO; THENCE NORTH 70 DEGREES 39 MINUTES 10 SECONDS EAST, 285.26 FEET ALONG THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 1589 AT PAGE 535 TO THE NORTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 1621 AT PAGE 183 OF THE RECORDS OF ARAPAHOE COUNTY, COLORADO; THENCE NORTH 88 DEGREES 36 MINUTES 10 SECONDS EAST, 223.72 FEET ALONG THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 1621 AT PAGE 183; THENCE NORTH 47 DEGREES 30 MINUTES 20 SECONDS EAST, 168.32 FEET ALONG THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 1621 AT PAGE 183 TO THE WESTERLY LINE OF THAT STRIP OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 7198 AT PAGE 462 OF THE RECORDS OF ARAPAHOE COUNTY COLORADO, AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 69 DEGREES 14 MINUTES 19 SECONDS EAST, 50.00 FEET TO THE CENTERLINE OF THAT STRIP OF LAND AS DESCRIBED IN SAID BOOK 7198 AT PAGE 462;

THENCE SOUTHEASTERLY, 78.71 FEET ALONG THE CENTERLINE OF THAT STRIP OF LAND AS DESCRIBED IN SAID BOOK 7198 AT PAGE 462 AND ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 343.39 FEET, A CENTRAL ANGLE OF 13 DEGREES 07 MINUTES 59 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 27 DEGREES 19 MINUTES 40 SECONDS EAST, 78.54 FEET;

THENCE SOUTH 33 DEGREES 53 MINUTES 40 SECONDS EAST, 119.21 FEET ALONG THE CENTERLINE OF THAT STRIP OF LAND AS DESCRIBED IN SAID BOOK 7198 AT PAGE 462;

THENCE SOUTH 56 DEGREES 06 MINUTES 20 SECONDS WEST, 50.00 FEET TO THE WESTERLY LINE OF THAT STRIP OF LAND AS DESCRIBED IN SAID BOOK 7198 AT PAGE 462;

THENCE NORTH 33 DEGREES 53 MINUTES 40 SECONDS WEST, 119.21 FEET ALONG THE WESTERLY LINE OF THAT STRIP OF LAND AS DESCRIBED IN SAID BOOK 7198 AT PAGE 462 TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHWESTERLY, 90.21 FEET ALONG THE WESTERLY LINE OF THAT STRIP OF LAND AS DESCRIBED IN SAID BOOK 7198 AT PAGE 462 TO A POINT OF CURVE TO THE RIGHT AND ALONG THE ARC OF SAID CURVE TO THE TRUE POINT OF BEGINNING, SAID ARC HAVING A RADIUS OF 393.39 FEET, A CENTRAL ANGLE OF 13 DEGREES 08 MINUTES 19 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 27 DEGREES 19 MINUTES 30 SECONDS WEST, 90.00 FEET.

PREPARED BY:
EWALD ROSIN, PLS #7635
DREXEL BARREL & CO.
4840 PEARL E CIR, STE 114 BOULDER, COLORADO 80301

Exhibit A-2

Grantor's Adjacent Property

PARCEL A:

A TRACT OF LAND IN SECTION 7, TOWNSHIP 5, SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 7; THENCE NORTH 89 DEGREES 21 MINUTES 30 SECONDS EAST, 494.00 FEET ALONG THE NORTH LINE OF SAID SECTION 7; THENCE SOUTH 0 DEGREES 38 MINUTES 30 SECONDS EAST 30.00 FEET; THENCE SOUTH 1 DEGREES 38 MINUTES EAST, 1,005.60 FEET; THENCE NORTH 82 DEGREES 40 MINUTES 20 SECONDS EAST, 407.43 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 24 DEGREES 4 MINUTES WEST 287.58 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE NORtherly 73.60 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID ARC HAVING A RADIUS OF 611.13 FEET, AND BEING SUBTENDED BY A CHORD BEARING NORTH 20 DEGREES 37 MINUTES WEST, 73.55 FEET, THENCE NORTH 88 DEGREES 36 MINUTES 10 SECONDS EAST, 223.72 FEET; THENCE NORTH 47 DEGREES 30 MINUTES 20 SECONDS EAST, 168.32 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE HIGHLINE CANAL; THENCE SOUTHERLY 90.21 ALONG THE ARC OF A CURVE WHICH IS CONVEX TO THE WEST TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 393.39 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 27 DEGREES 19 MINUTES 30 SECONDS EAST, 90.00 FEET, SAID ARC BEING ALONG THE WESTERLY RIGHT OF WAY LINE OF THE HIGHLINE CANAL; THENCE SOUTH 33 DEGREES 53 MINUTES 40 SECONDS EAST, 119.21 FEET ALONG THE WESTERLY LINE OF THE HIGHLINE CANAL; THENCE LEA YING SAID CANAL AND GOING SOUTH 45 DEGREES 33 MINUTES 30 SECONDS WEST, 37.00 FEET; THENCE SOUTH 9 DEGREES EAST, 23.00 FEET; THENCE SOUTH 53 DEGREES 36 MINUTES 50 SECONDS WEST, 131.19 FEET; THENCE SOUTH 0 DEGREES 15 MINUTES EAST, 121.50 FEET; THENCE SOUTH 82 DEGREES 40 MINUTES 20 SECONDS WEST, 186.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Existing Encumbrances

The Existing Encumbrances on the Property comprise the following agreements, instruments, deeds, reservations, easements, and other records which, where noted as such, are recorded in the real property records of Arapahoe County, State of Colorado:

1. TERMS, CONDITIONS AND PROVISIONS OF ADJOINING LANDOWNERS AGREEMENT DATED AUGUST 22, 1951 AMONG ARTHUR G. RYDSTROM, J. CHURCHILL OWEN AND AKSEL NIELSEN AND ED H. HONNEN CONSTRUCTION CO. RECORDED AUGUST 27, 1951 IN BOOK 730 AT PAGE 532.
2. RESERVATION OF MINERAL LANDS SET FORTH IN A UNITED STATES PATENT RECORDED MAY 5, 1891 IN BOOK 677 AT PAGE 181, ALSO JUNE 25, 1883 IN BOOK 194 AT PAGE 385.
3. TERMS, CONDITIONS AND PROVISIONS OF ADJOINING LANDOWNERS AGREEMENT DATED APRIL 15, 1965 BETWEEN CATHERINE H. ANDERSON AND T.J. MOORE JR. RECORDED APRIL 20, 1965 IN BOOK 1589 AT PAGE 537, AND FIRST AMENDMENT TO ADJOINING LANDOWNERS AGREEMENT RECORDED AUGUST 18, 1965 IN BOOK 1614 AT PAGE 104.
4. TERMS, CONDITIONS, AND PROVISIONS OF BOUNDARY LINE AGREEMENT BETWEEN KENT SCHOOL, INC. AND CATHERINE H. ANDERSON AND T.J. MOORE JR. RECORDED AUGUST 18, 1965 IN BOOK 1614 AT PAGE 99.
5. TERMS, CONDITIONS AND PROVISIONS OF ADJOINING LANDOWNERS AGREEMENT BETWEEN CATHERINE H. ANDERSON AND ESDRAS K. HARTLEY AND SUE SHELDON HARTLEY RECORDED SEPTEMBER 21, 1965 IN BOOK 1621 AT PAGE 187, AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 5, 1985 IN BOOK 4591 AT PAGE 33.
6. SEWER EASEMENT GRANTED TO THE CITY OF CHERRY HILLS VILLAGE SANITATION DISTRICT RECORDED JANUARY 12, 1977 IN BOOK 2539 AT PAGE 192.
7. UTILITY EASEMENT AS GRANTED TO PLAT BOOK IN INSTRUMENT RECORDED JULY 26, 1966, IN BOOK 1675 AT PAGE 730.
8. RIGHT OF WAY AGREEMENT GRANTED TO TAMARAC WATER AND SANITATION DISTRICT IN INSTRUMENT RECORDED DECEMBER 23, 1966 IN BOOK 1692 AT PAGE 613, AND IN INSTRUMENT RECORDED APRIL 10, 1987 IN BOOK 5115 AT PAGE 739 AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 6, 1987 IN BOOK 5279 AT PAGE 637.
9. TERMS, CONDITIONS AND PROVISIONS OF ADJOINING LANDOWNERS AGREEMENT RECORDED AUGUST 29, 1985 IN BOOK 4530 AT PAGE 731.

10. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE TAMARAC WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 27, 1987, IN BOOK 5030 AT PAGE 648.
11. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLEWOOD FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 14, 1989, IN BOOK 5772 AT PAGE 590.
12. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT BETWEEN CATHERINE H. ANDERSON AND THE CITY AND COUNTY OF DENVER, COLORADO ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS DATED AUGUST 10, 1993 AND RECORDED OCTOBER 20, 1993 AND RECORDED OCTOBER 20, 1993 IN BOOK 7198 AT PAGE 466.
13. THE TERMS, CONDITIONS AND PROVISIONS AS SET FORTH IN SPECIAL WARRANTY DEED BETWEEN CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, A MUNICIPAL CORPORATION AND CATHERINE H. ANDERSON, RECORDED OCTOBER 20, 1993 IN BOOK 7198 AT PAGE 462, MORE SPECIFICALLY STATED AS:
SUBJECT TO THE FOLLOWING:
 1. AGREEMENT DATED MARCH 24, 1970 BETWEEN THE CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS AND SOUTH SUBURBAN METROPOLITAN RECREATION AND PARK DISTRICT.
 2. LICENSE AGREEMENT DATED OCTOBER 28, 1983 BETWEEN CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, AND CHERRY HILLS VILLAGE FOR BRIDGE AND ROADWAY KNOWN AS QUINCY AVENUE.
 3. LICENSE AGREEMENT DATED JULY 25, 1991 BETWEEN CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, AND CATHERINE ANDERSON FOR A ONE INCH WATER LINE CROSSING.
 4. LICENSE AGREEMENT DATED JULY 1, 1980 BETWEEN CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, AND CHERRY HILLS VILLAGE FOR A PEDESTRIAN BRIDGE CROSSING.
 5. LICENSE AGREEMENT DATED FEBRUARY 27, 1976 BETWEEN CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, AND CHERRY HILLS VILLAGE SANITATION DISTRICT FOR A SANITARY SEWER CROSSING.
14. EASEMENTS/RIGHTS OF WAY OF PUBLIC RECORD.
15. RESERVATIONS AS CONTAINED IN QUIT CLAIM DEED BETWEEN CATHERINE H. ANDERSON, GRANTOR, AND GORDON G. ROCKAFELLOW AND NANCY J. ROCKAFELLOW, GRANTEES, WHICH DEED WAS DATED JUNE 8, 1994 AND RECORDED ON AUGUST 11, 1994 AT REC. NO. 94114916, BOOK 7666, PAGE 25.

EXHIBIT "C"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF CHERRY HILLS VILLAGE, COUNTY OF ARAPAHOE, STATE OF COLORADO
SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF CHERRY HILLS VILLAGE, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE LINE BETWEEN THE NORTHWEST AND SOUTHWEST CORNERS OF THAT PARCEL SHOWN AS PARCEL A ON THE IMPROVEMENT SURVEY PLAT RECORDED AT RECEPTION NO. D10230 IN THE RECORDS OF ARAPAHOE COUNTY TO BEAR SOUTH 23°12'38" EAST, A DISTANCE OF 361.03 FEET BETWEEN A FOUND BROKEN AND ILLEGIBLE YELLOW PLASTIC CAP AT THE NORTHWESTERLY CORNER OF SAID PARCEL, AND A FOUND 1.5" ALUMINUM PLASTIC CAP STAMPED "BHI LS 33200" AT THE SOUTHWESTERLY CORNER OF SAID PARCEL, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHWESTERLY CORNER OF PARCEL A; THENCE SOUTH 82°22'38" EAST, A DISTANCE OF 459.45 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL C SHOWN IN SAID IMPROVEMENT SURVEY PLAT; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL C, NORTH 56°15'33" EAST, A DISTANCE OF 23.06 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 30°23'31" WEST, A DISTANCE OF 192.61 FEET; THENCE NORTH 24°24'49" WEST, A DISTANCE OF 10.45 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL C; THENCE ALONG SAID NORTHERLY LINE, NORTH 69°23'32" EAST, A DISTANCE OF 10.02 FEET; THENCE SOUTH 24°24'49" EAST, A DISTANCE OF 9.26 FEET; THENCE SOUTH 30°23'31" EAST, A DISTANCE OF 191.51 FEET TO A POINT ON SAID SOUTHERLY LINE OF PARCEL C; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 56°15'33" WEST, A DISTANCE OF 10.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,019 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

I, JOSHUA BREEDLOVE, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JOSHUA BREEDLOVE
COLORADO P.L.S. #38174
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 20-77,281
DRAWN BY: P. KLUPAR
DATE: 02/10/2022

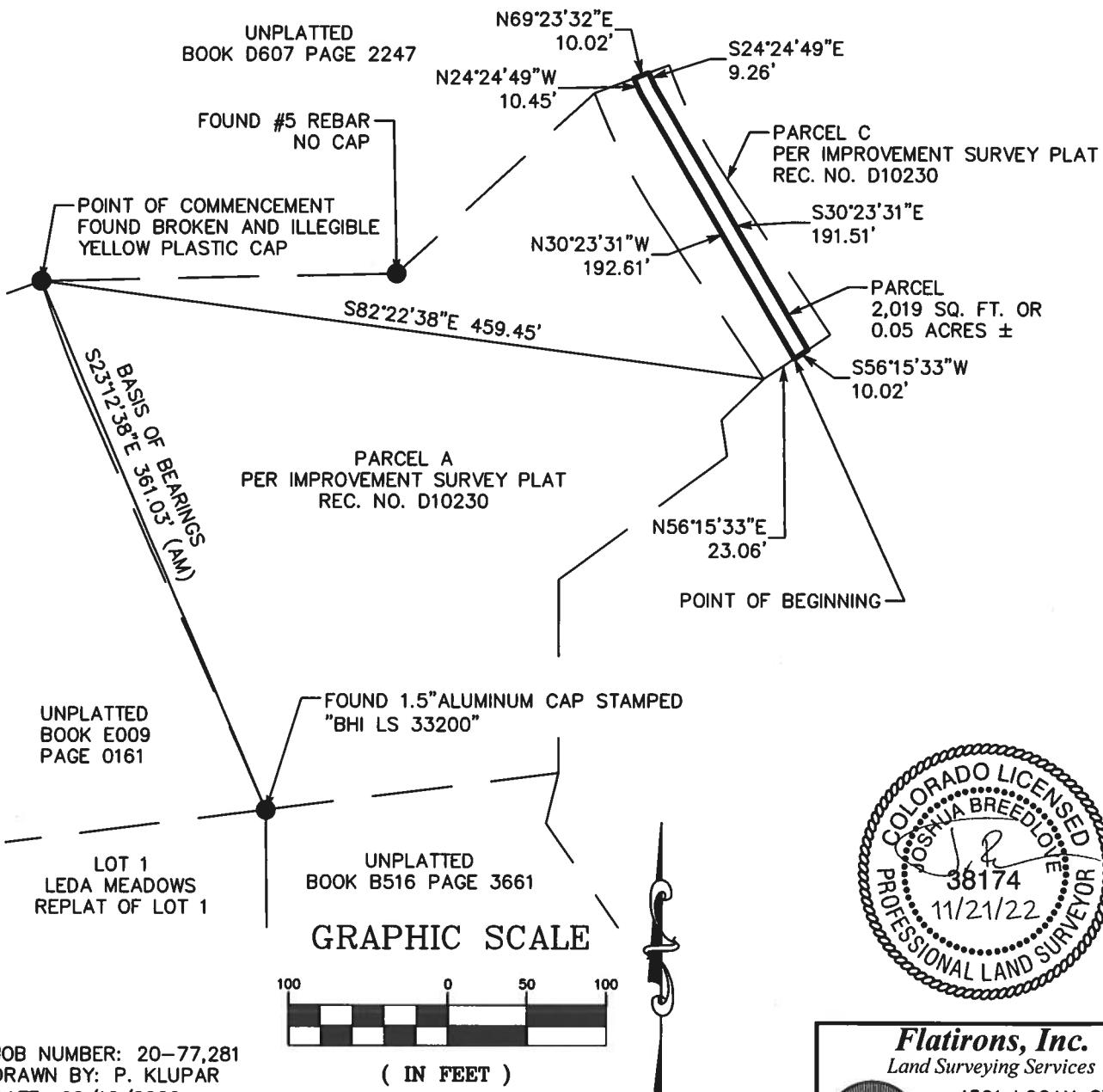
THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT". RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



EXHIBIT "C"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF CHERRY HILLS VILLAGE, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 2 OF 2



CONSENT AGREEMENT

The undersigned, as the holder of that certain Promissory Note dated June 3, 2020 in the amount of one million three hundred thousand dollars (\$1,300,000.00) with Gordon G. Rockafellow and Nancy J. Rockafellow (as to Parcel A and B) and Gordon G. Rockafellow and Nancy J. Rockafellow, as tenants in common (as to Parcel C), as maker (together, the "Owner") and payable to the order of the undersigned as the beneficiary under that certain Deed of Trust dated June 3, 2020, and recorded in the real property records of Arapahoe County, Colorado ("County Records") on June 9, 2020 at Reception No. E0068111 ("Recorded Deed of Trust"), hereby consents to the conveyance of that certain NON-EXCLUSIVE IRRIGATION LINE EASEMENT AGREEMENT (the "Easement Agreement") by and between the Owner and the City of Cherry Hills Village, a Colorado home rule municipality (the "City"). The undersigned agrees that in the event of a foreclosure of the property described with particularity in the Recorded Deed of Trust and having an address of 4200 E. Quincy Avenue, Englewood, Colorado 80113 (the "Subject Property"), that the undersigned will take title to the Subject Property subject to the Easement Agreement. Except as provided in this Consent Agreement, the terms and provisions of the Promissory Note and Deed of Trust and any lien created and perfected thereby shall remain in full force and effect. Following execution, the undersigned agrees that this Consent Agreement shall be recorded in the County Records.

JPMORGAN CHASE BANK, N.A.

BY



Donna Acoree

Print Name

Its: Vice President-Document Execution



On February 3, 2023, before me, appeared Donna Acoree, to me personally known, who did say that she is the Vice President-Document Execution of JPMorgan Chase Bank, N.A. and that the instrument was signed on behalf of the corporation, by authority from its board of directors, and that she acknowledged the instrument to be the free act and deed of the corporation.



Eva Reese

, Notary Public

Eva Reese
Ouachita Parish, Louisiana
Lifetime Commission
Notary Public ID# 17070

LA Notary ID: 17070

Lifetime Commission