

**A
RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING A DRAINAGE IMPROVEMENT AGREEMENT WITH THE JANICE A.
HUNT QUALIFIED PERSONAL RESIDENCE TRUST AND ACCEPTING A NON-
EXCLUSIVE PERMANENT DRAINAGE EASEMENT LOCATED AT 1776 E. TUFTS
AVENUE**

WHEREAS, the City of Cherry Hills Village (the "City") 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, the Janice A. Hunt Qualified Personal Residence Trust (the "Owner"), is the current record owner of certain real property located at 1776 East Tufts Avenue, City of Cherry Hills Village, State of Colorado (the "Property"); and

WHEREAS, the City is included within the Urban Drainage and Flood Control District (the "District"); and

WHEREAS, District funds are available for drainage maintenance work on Little Dry Creek within and/or abutting the Property; and

WHEREAS, the District proposes to undertake drainage maintenance work within the Property (the "Project"), as described in those certain 60% Design and Grading, Erosion, and Sediment Control Plans of the Mile High Flood District for the Little Dry Creek At Tufts Bank Stabilization Project in the City of Cherry Hills Village, Colorado, also referred to as ICON Project No. 23-042 and MHFD Project No. 109870 (the "Plans"), copies of which have been provided to the Owner; and

WHEREAS, the District has allocated funds for the Project, on the condition that the Owner agrees to convey to the City, and the City agrees to accept and hold, a permanent drainage easement over a certain portion of the Property for the purposes of allowing the City, its employees, agents, successors, and permitted assigns, including the District, to enter the Property to perform drainage maintenance; and

WHEREAS, the Owner has agreed to convey such permanent drainage easement to the City, as more particularly set forth in the Drainage Improvement Agreement attached hereto as **Attachment A** (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Owner has granted a Permanent Drainage Easement dated March 18th to the City, the original of which is on file with the City Clerk and a copy of which is attached to this resolution as **Attachment B** and incorporated herein by reference (the "Easement"); and

WHEREAS, the City Council desires to approve the Agreement, accept the conveyance of the Easement, and authorize the Mayor to execute the Agreement and Easement on behalf of the City, and further desires to authorize the City Clerk to record a copy of the Easement in the Arapahoe County real property records.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cherry Hills Village, Colorado that:

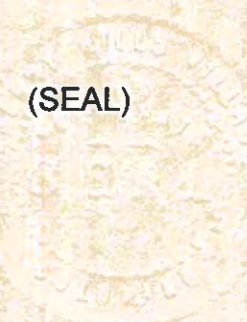
Section 1. The City Council hereby approves the Agreement in the form attached hereto as **Attachment A**, accepts the Easement in the form attached hereto as **Attachment B**, and authorizes the Mayor to execute the Drainage Improvement Agreement and execute the acceptance acknowledgement signature block set forth on the Easement on behalf of the City. Following execution by the Mayor, the City Clerk is

authorized and directed to record the Easement in the Arapahoe County real property records.

Section 2. This Resolution shall be effective immediately.

Introduced, passed and adopted at the
regular meeting of City Council this 1st day
of April, 2025, by a vote of 5 yes 0 no.

(SEAL)


Kathleen Brown
Kathleen Brown, Mayor

ATTEST:

Laura Gillespie
Laura Gillespie, City Clerk

APPROVED AS TO FORM:

Kathie B. Guckenberger
Kathie B. Guckenberger, City Attorney

Attachment A
Drainage Improvement Agreement by and between the City of Cherry Hills Village and
Janice A. Hunt Qualified Personal Residence Trust

DRAINAGE IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF CHERRY HILLS VILLAGE AND JANICE A. HUNT QUALIFIED PERSONAL RESIDENCE TRUST

THIS AGREEMENT, made and entered into the 18 day of March, 2025, by and between the CITY OF CHERRY HILLS VILLAGE, COLORADO, a home rule municipality (hereinafter called the "City"), 2450 E. Quincy Avenue, Cherry Hills Village, CO 80110, and JANICE A. HUNT QUALIFIED PERSONAL RESIDENCE TRUST (hereinafter called the "Property Owner"), 1776 E. Tufts Avenue, Cherry Hills Village, CO 80113. The City and Property Owner are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Property Owner owns property located at 1776 E. Tufts Avenue, Cherry Hills Village, Colorado, legally described as:

Lot 3, Cherry's Garden/Rabbit Run Subdivision Minor Lot Adjustment,
Recorded April 3, 2009 at B9033397, County of Arapahoe, State of
Colorado

(the "Property"); and

WHEREAS, the City is included within the Urban Drainage and Flood Control District ("District"); and

WHEREAS, District funds are available for drainage maintenance work on Little Dry Creek within and /or abutting the Property; and

WHEREAS, the District proposes to undertake drainage maintenance work within the Property (the "Project" or the "Drainage Improvements") as described in those certain 60% Design and Grading, Erosion, and Sediment Control Plans of the Mile High Flood District for the Little Dry Creek At Tufts Bank Stabilization Project in the City of Cherry Hills Village, Colorado, also referred to as ICON Project No. 23-042 and MHFD Project No. 109870 (the "Plans"), copies of which have been provided to the Property Owner and are deemed incorporated by reference into this Agreement; and

WHEREAS, the District has allocated funds for the Project, on the condition that the Property Owner agrees to convey to the City, and the City agrees to accept and hold, a permanent drainage easement in substantially the same form as the easement attached hereto as **Exhibit A** over that portion of the Property legally described in said easement (the "Easement Area") for the purposes of allowing the City, its employees, agents, successors, and permitted assigns, including the District, to enter the Property to perform drainage maintenance (the "Drainage Easement"); and

WHEREAS, the Property Owner has agreed to convey the Drainage Easement to the City and the City has agreed to accept and hold the Drainage Easement subject to the terms of this Agreement; and

WHEREAS, the Property Owner recognizes that this Agreement shall not be binding nor effective until it has been fully executed between the City and the Property Owner.

NOW THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the City and Property Owner:

1. Scope of Project. The Property Owner agrees and understands that the District will be responsible for constructing the Project in conformance with the approved Plans, final construction documents, and applicable federal, state, and local regulations. Without limiting the foregoing, the Property Owner agrees and understands that the District shall be the project manager for the Project and shall have full control of construction means, methods, and decision-making in connection with the Project. The Property Owner shall have no duties, rights, or obligations with respect to the Project, except as expressly provided herein.
2. Project Insurance. The City, by and through the District, will require that all contractors undertaking the Project on the Property will, at a minimum, have and maintain in full force and effect and at contractor's sole expense, all insurance policies required by the District's General Conditions, revised 06/2022 (the "General Conditions"), as set forth on the District's website at the following link and incorporated herein by reference: <https://mhfd.org/wp-content/uploads/2023/02/00-72-00-General-Conditions-0622.pdf>. All policies shall name Property Owner as an additional insured and Property Owner shall be provided a Certificate of Insurance confirming such coverage prior to commencement of the Project.
3. No Interference with Drainage Improvements. The Property Owner agrees that during construction and following completion and installation of the Drainage Improvements, the Property Owner will undertake no construction, excavation or other activities which would undermine or jeopardize the structural integrity of the Drainage Improvements.
4. Easement and Future Maintenance. The Property Owner shall execute and provide the City with the Drainage Easement, in substantially the same form as attached hereto as **Exhibit A**, upon execution of this Agreement. The Property Owner shall own the Drainage Improvements constructed within the Easement Area. Only to the extent the City does not maintain such Drainage Improvements, the Property Owner shall be responsible for maintenance of the completed Drainage Improvements within the Easement Area. The City shall have the right, but not the obligation, to maintain or repair the completed Drainage Improvements. Upon receipt of written notice from the Property Owner that maintenance or repairs may be necessary, the City will promptly request that the District perform necessary maintenance or repairs at no cost to the Property Owner.
5. Entire Agreement. This Agreement embodies the whole agreement of the Parties and supersedes all prior agreements, oral or written, between the Parties relating in any way to the subject matter of this Agreement.

6. Indemnification. The Property Owner shall indemnify, save harmless and defend the City, and all of its council members, officers, agents, and employees, from any and all claims, demands, losses, liabilities, actions, lawsuits and expenses (including reasonable attorney's fees), arising directly or indirectly in whole or in part, out of the negligence or any criminal or tortious acts or omissions of the Property Owner or any of its agents, contractors, guests or any person for whom the Property Owner is responsible and pertaining to the use, maintenance, repair, or construction of the improvements for the Project. The Property Owner agrees that the policy limits of the homeowner's or other property damage insurance, which the Property Owner carries shall not act as a limitation on the Property Owner's obligation to indemnify the City, and all of its council members, officers, agents, and employees.

7. Severability. In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties' intent.

8. Failure to Enforce. Should either Party fail to enforce a specific term of this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

9. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Property Owner, and nothing contained in this Agreement is intended to or shall give or allow any such claim or right of action by any other or third person under such Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

10. Headings; Recitals. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

11. Entire Agreement. The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the Parties unless included herein are null and void and of no effect.

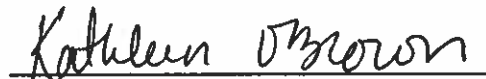
12. Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

13. Article X, Section 20/TABOR. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi- fiscal year direct or indirect

debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City (if any) are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Any financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and other applicable law.

EXECUTED this 1st day of April, 2025.

CITY OF CHERRY HILLS VILLAGE


Kathleen Brown, Mayor

ATTEST:


City Clerk

PROPERTY OWNER:

Janice A. Hunt Qualified Personal Residence Trust


Janice A. Hunt, Trustee

EXHIBIT A

PERMANENT DRAINAGE EASEMENT

This **PERMANENT DRAINAGE EASEMENT** ("Easement") is granted this _____ day of _____, 2025, by **Janice A. Hunt** as Trustee for **the Janice A. Hunt Qualified Personal Residence Trust**, whose legal address is 1776 E. Tufts Avenue, Cherry Hills Village, CO 80113, Cherry Hills Village, Colorado (the "Grantor"), to the **CITY OF CHERRY HILLS VILLAGE**, a home rule municipality of the State of Colorado, whose legal address is 2450 E. Quincy Ave., Cherry Hills Village CO 80111 (the "Grantee").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells, and conveys to the Grantee, its employees, agents, successors, and permitted assigns a non-exclusive Permanent Drainage Easement to construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove drainage improvements, in, on, to, through, over, under, and across a certain parcel of real property, as more particularly described in **EXHIBIT A** (the "Easement Parcel"), which is incorporated herein by reference, pursuant to the following terms and conditions:

1. The Grantee shall have and exercise the non-exclusive right of perpetual ingress and egress in, on, to, through, over, under, and across the Easement Parcel for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Easement.
2. The Grantee shall have the right after providing reasonable advance notice to Grantor to enter upon the Easement Parcel and to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove the drainage improvements made within the Easement Parcel, and to remove objects interfering therewith. Notwithstanding the foregoing, in cases of emergency, as determined in the Grantee's sole discretion, Grantee shall have the right to enter upon the Easement Parcel to conduct emergency work without providing Grantor advance notice; provided, however, Grantee shall make reasonable efforts to advise Grantor of the emergency circumstances within twenty-four (24) hours following entry upon the Easement Parcel. It is expressly understood that the maintenance and repair of the Easement Parcel and any facilities thereon required by the Grantee shall remain the responsibility of the Grantor and its successors and/or assigns, provided that the Grantor shall not modify, remove, repair or alter the drainage improvements installed by Grantee, generally described as boulder walls and boulder drop structure within the Easement Parcel, without Grantee's prior written consent. It is further understood that the acceptance of this Easement shall not create any responsibility that does not otherwise exist by operation of law or by separate agreement between the Grantor and the Grantee for the Grantee to maintain or repair any drainage facilities in or on the Easement Parcel. Grantor, its successors and/or assigns, reserves the right to use the surface of said parcel for any purpose which does not unreasonably interfere with the Easement hereby granted, including but not limited to, the right to grant other Easements.
3. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the

drainage improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the drainage improvements.

4. The Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider any and all rights to use, and all obligations associated with, the Easement as are granted to and accepted by the Grantee herein.
5. The Grantee agrees that at such time and in the event that the Easement described herein is abandoned by the Grantee and any assignee such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors, and/or assigns. Because of the potentially infrequent nature of the Grantee's use of the Easement, mere non-use of the Easement Parcel shall not constitute abandonment, notwithstanding the duration of such non-use.
6. The Grantor warrants, covenants, grants, bargains, and agrees to and with the Grantee that the Grantor is well seized of the Easement Parcel 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 is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature so ever, except matters of record. The Grantor further promises and agrees to warrant and forever defend the Grantee in its quiet and peaceful possession of the Easement Parcel in the exercise of its rights hereunder against all and every person lawfully claiming or seeking to claim the whole or any part thereof.
7. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors, and permitted assigns of the Grantor and the Grantee.
8. The consideration set forth above includes full and just compensation for (a) all of the grantor's interest, past, present, and future; (b) the interest of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees, and all others with a recorded interest in the Easement Parcel; and (c) any and all other legal and equitable interest in the Easement Parcel that now exists. To the greatest extent permitted by law, the Grantor expressly agrees to and shall indemnify and hold harmless the Grantee and its successors and assigns from any and all claims arising by or through Grantor against the Easement Parcel and the Grantor agrees to pay any and all reasonable attorney's fees and costs incurred by the Grantee in defending against claims against its right to use the Easement Parcel.

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SIGNATURE PAGE FOLLOWS.

GRANTOR:

Janice A. Hunt Qualified Personal Residence Trust

By: _____

Name: Janice A. Hunt

Title: Trustee

STATE OF COLORADO)
) **ss.**
COUNTY OF _____)

The foregoing Permanent Drainage Easement was acknowledged before me this _____ day
of _____, 20____, by _____ as _____
of _____.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

Accepted and approved
CITY OF CHERRY HILLS VILLAGE

Kathleen Brown, Mayor
City of Cherry Hills Village, Colorado

ATTEST:

City Clerk

Exhibit A

Page 1 of 2

A PERMANENT EASEMENT BEING A PORTION OF LOT 3 OF CHERRY'S GARDEN/RABBIT RUN SUBDIVISION MINOR LOT ADJUSTMENT AS RECORDED APRIL 3, 2009 AT B9033397 IN THE OFFICE OF THE ARAPAHOE COUNTY AND CLERK RECORDER, LOCATED IN SECTION 11, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

NOTE:

1. THE BASIS OF BEARINGS IS THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 11 TOWNSHIP 5 SOUTH RANGE 68 WEST AS MONUMENTED BY A 2.5-INCH ALUMINUM CAP, PLS 30830 AT THE WEST END AND A 2.5-INCH ALUMINUM CAP PLS 13487 AT THE EAST END WITH A GRID BEARING OF S 88°47' 09" W.
2. ALL DIRECTIONS, DISTANCES AND DIMENSIONS ARE BASED ON MODIFIED COORDINATES FROM THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE. CSF: 1.000275941; ORIGIN 0,0; U.S. SURVEY FEET (C.R.S. 38-52-102)

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 11 BEING A 2.5-INCH ALUMINUM CAP PLS 13487, THENCE N 58°42'52" W A DISTANCE OF 507.28 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT 3 CHERRY'S GARDEN/RABBITS RUN SUBDIVISION MINOR LOT ADJUSTMENT, AND THE WESTERLY LINE OF THE BRIDLE PATH EASEMENT AS RECORDED JUNE 29, 1977 AT RECEPTION NO. R1645512 (BOOK 31 PAGE 58) IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTHERLY LINE AND ALONG SAID WESTERLY EASEMENT LINE THE FOLLOWING TWO (2) COURSES:

1. S 02°38'42" E A DISTANCE OF 49.04 FEET;
2. S 14°20'22" W A DISTANCE OF 188.33 FEET TO THE INTERSECTION OF THE EASTERLY LINE OF A 20-FOOT WIDE SANITARY SEWER EASEMENT AS RECORDED JUNE 29, 1977 AT RECEPTION NO. R1645512 (BOOK 31 PAGE 58) IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID EASTERLY SEWER EASEMENT LINE N 01°24'50" E A DISTANCE OF 230.66 FEET TO SAID NORTHERLY LOT LINE;

THENCE ALONG SAID NORTHERLY LINE N 88°43'01" E A DISTANCE OF 38.70 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 5807.04 SQUARE FEET OR 0.133 ACRES, MORE OR LESS.

Prepared by Eric M. Purcell, PLS 38850
For and on behalf of Topographic Land Surveyors
520 Stacy Ct. Ste B, Lafayette, CO 80026

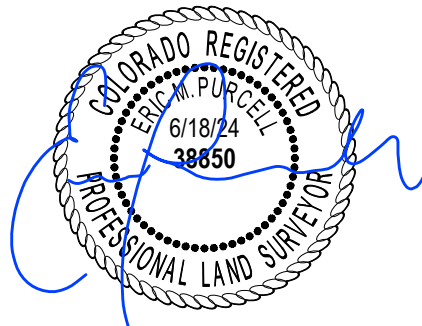
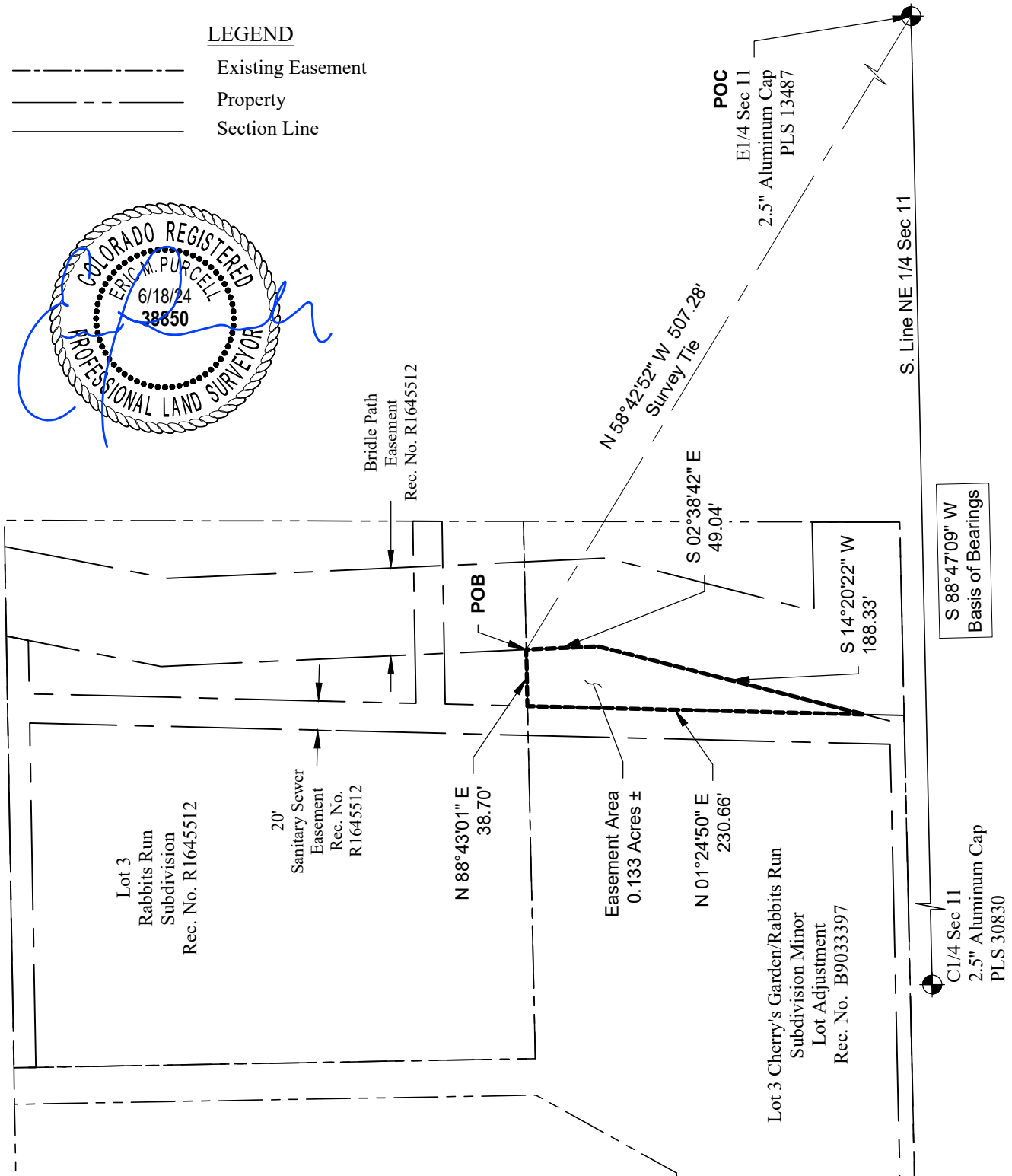
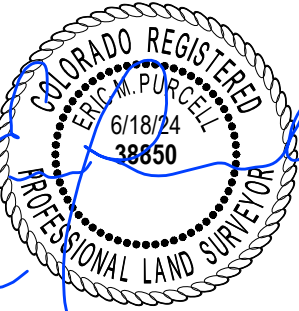


Exhibit A

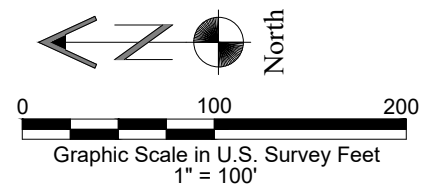
Page 2 of 2

LEGEND

- Existing Easement
- - - - - Property
- ===== Section Line



THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION. THIS DESCRIPTION WAS CREATED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL EASEMENTS AND ENCUMBRANCES.



Attachment B
Permanent Drainage Easement



04/02/2025 02:13 PM RF: \$33.00 DF: \$0.00

Arapahoe County Clerk, CO

Page: 1 of 5

Joan Lopez, Clerk & Recorder

E5022174

EXHIBIT A

PERMANENT DRAINAGE EASEMENT

This **PERMANENT DRAINAGE EASEMENT** ("Easement") is granted this 18th day of March, 2025, by Janice A. Hunt as Trustee for the Janice A. Hunt Qualified Personal Residence Trust, whose legal address is 1776 E. Tufts Avenue, Cherry Hills Village, CO 80113, Cherry Hills Village, Colorado (the "Grantor"), to the **CITY OF CHERRY HILLS VILLAGE**, a home rule municipality of the State of Colorado, whose legal address is 2450 E. Quincy Ave., Cherry Hills Village CO 80111 (the "Grantee").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells, and conveys to the Grantee, its employees, agents, successors, and permitted assigns a non-exclusive Permanent Drainage Easement to construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove drainage improvements, in, on, to, through, over, under, and across a certain parcel of real property, as more particularly described in **EXHIBIT A** (the "Easement Parcel"), which is incorporated herein by reference, pursuant to the following terms and conditions:

1. The Grantee shall have and exercise the non-exclusive right of perpetual ingress and egress in, on, to, through, over, under, and across the Easement Parcel for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Easement.
2. The Grantee shall have the right after providing reasonable advance notice to Grantor to enter upon the Easement Parcel and to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove the drainage improvements made within the Easement Parcel, and to remove objects interfering therewith. Notwithstanding the foregoing, in cases of emergency, as determined in the Grantee's sole discretion, Grantee shall have the right to enter upon the Easement Parcel to conduct emergency work without providing Grantor advance notice; provided, however, Grantee shall make reasonable efforts to advise Grantor of the emergency circumstances within twenty-four (24) hours following entry upon the Easement Parcel. It is expressly understood that the maintenance and repair of the Easement Parcel and any facilities thereon required by the Grantee shall remain the responsibility of the Grantor and its successors and/or assigns, provided that the Grantor shall not modify, remove, repair or alter the drainage improvements installed by Grantee, generally described as boulder walls and boulder drop structure within the Easement Parcel, without Grantee's prior written consent. It is further understood that the acceptance of this Easement shall not create any responsibility that does not otherwise exist by operation of law or by separate agreement between the Grantor and the Grantee for the Grantee to maintain or repair any drainage facilities in or on the Easement Parcel. Grantor, its successors and/or assigns, reserves the right to use the surface of said parcel for any purpose which does not unreasonably interfere with the Easement hereby granted, including but not limited to, the right to grant other Easements.
3. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the

drainage improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the drainage improvements.

4. The Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider any and all rights to use, and all obligations associated with, the Easement as are granted to and accepted by the Grantee herein.
5. The Grantee agrees that at such time and in the event that the Easement described herein is abandoned by the Grantee and any assignee such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors, and/or assigns. Because of the potentially infrequent nature of the Grantee's use of the Easement, mere non-use of the Easement Parcel shall not constitute abandonment, notwithstanding the duration of such non-use.
6. The Grantor warrants, covenants, grants, bargains, and agrees to and with the Grantee that the Grantor is well seized of the Easement Parcel 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 is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature so ever, except matters of record. The Grantor further promises and agrees to warrant and forever defend the Grantee in its quiet and peaceful possession of the Easement Parcel in the exercise of its rights hereunder against all and every person lawfully claiming or seeking to claim the whole or any part thereof.
7. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors, and permitted assigns of the Grantor and the Grantee.
8. The consideration set forth above includes full and just compensation for (a) all of the grantor's interest, past, present, and future; (b) the interest of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees, and all others with a recorded interest in the Easement Parcel; and (c) any and all other legal and equitable interest in the Easement Parcel that now exists. To the greatest extent permitted by law, the Grantor expressly agrees to and shall indemnify and hold harmless the Grantee and its successors and assigns from any and all claims arising by or through Grantor against the Easement Parcel and the Grantor agrees to pay any and all reasonable attorney's fees and costs incurred by the Grantee in defending against claims against its right to use the Easement Parcel.

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GRANTOR:

Janice A. Hunt Qualified Personal Residence Trust

By: *Janice A. Hunt*

Name: Janice A. Hunt

Title: Trustee

STATE OF COLORADO)

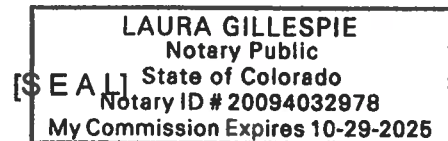
) ss.

COUNTY OF Arapahoe)

The foregoing Permanent Drainage Easement was acknowledged before me this 18th day of March, 2025, by Janice A. Hunt as Trustee of Janice A. Hunt Qualified Personal Residence Trust.

Witness my hand and official seal.

My commission expires: 10/29/25



Laura Gilpin
Notary Public

Accepted and approved
CITY OF CHERRY HILLS VILLAGE

Kathleen Brown
Kathleen Brown, Mayor
City of Cherry Hills Village, Colorado

ATTEST:

Laura Gilpin
City Clerk

Exhibit A

Page 1 of 2

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NOTE:

1. THE BASIS OF BEARINGS IS THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 11 TOWNSHIP 5 SOUTH RANGE 68 WEST AS MONUMENTED BY A 2.5-INCH ALUMINUM CAP, PLS 30830 AT THE WEST END AND A 2.5-INCH ALUMINUM CAP PLS 13487 AT THE EAST END WITH A GRID BEARING OF S 88°47' 09" W.
2. ALL DIRECTIONS, DISTANCES AND DIMENSIONS ARE BASED ON MODIFIED COORDINATES FROM THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE. CSF: 1.000275941; ORIGIN 0,0; U.S. SURVEY FEET (C.R.S. 38-52-102)

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 11 BEING A 2.5-INCH ALUMINUM CAP PLS 13487, THENCE N 58°42'52" W A DISTANCE OF 507.28 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT 3 CHERRY'S GARDEN/RABBITS RUN SUBDIVISION MINOR LOT ADJUSTMENT, AND THE WESTERLY LINE OF THE BRIDLE PATH EASEMENT AS RECORDED JUNE 29, 1977 AT RECEPTION NO. R1645512 (BOOK 31 PAGE 58) IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTHERLY LINE AND ALONG SAID WESTERLY EASEMENT LINE THE FOLLOWING TWO (2) COURSES:

1. S 02°38'42" E A DISTANCE OF 49.04 FEET;
2. S 14°20'22" W A DISTANCE OF 188.33 FEET TO THE INTERSECTION OF THE EASTERLY LINE OF A 20-FOOT WIDE SANITARY SEWER EASEMENT AS RECORDED JUNE 29, 1977 AT RECEPTION NO. R1645512 (BOOK 31 PAGE 58) IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID EASTERLY SEWER EASEMENT LINE N 01°24'50" E A DISTANCE OF 230.66 FEET TO SAID NORTHERLY LOT LINE;

THENCE ALONG SAID NORTHERLY LINE N 88°43'01" E A DISTANCE OF 38.70 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 5807.04 SQUARE FEET OR 0.133 ACRES, MORE OR LESS.

Prepared by Eric M. Purcell, PLS 38850
For and on behalf of Topographic Land Surveyors
520 Stacy Ct. Ste B, Lafayette, CO 80026

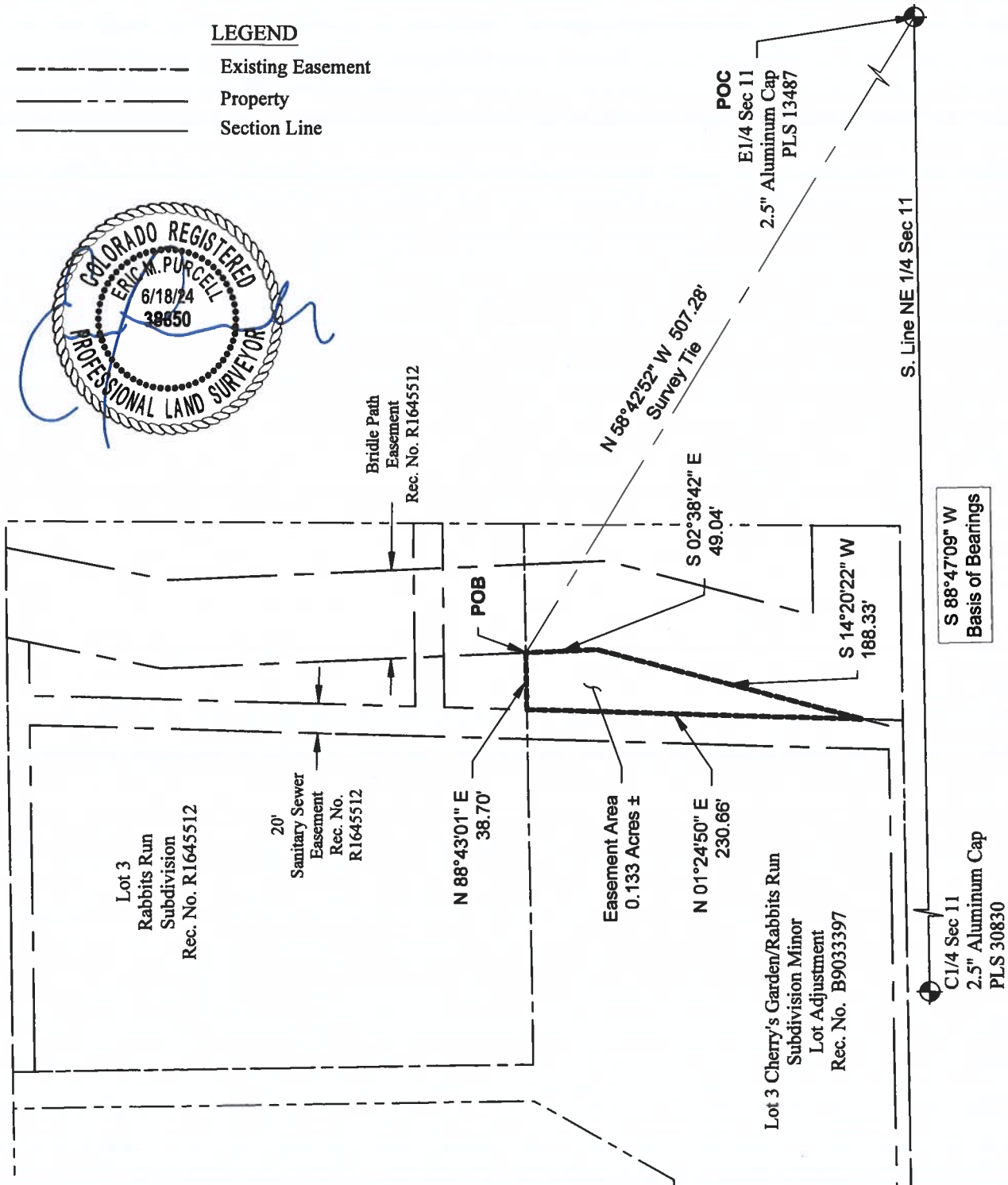


Exhibit A

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LEGEND

- Existing Easement
- Property
- Section Line



THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION. THIS DESCRIPTION WAS CREATED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL EASEMENTS AND ENCUMBRANCES.

