

RESOLUTION NO. 27
SERIES OF 2017

INTRODUCED BY: KATY BROWN
SECONDED BY: AL BLUM

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
ACCEPTING AND APPROVING A UTILITY EASEMENT
FROM MONTE VISTA INVESTMENTS
TO THE CITY OF CHERRY HILLS VILLAGE**

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 and dispose of real property; and

WHEREAS, the City has purchased 2101 West Quincy Avenue in the city of Sheridan ("Property") with the intent to relocate the Public Works Department to this property; and

WHEREAS, the Property is currently serviced by a water well; and

WHEREAS, the City intends to construct a new Public Works office building at the Property; and

WHEREAS, the city of Sheridan requires that the Property be connected to a water system in order to construct a new building; and

WHEREAS, the City requires an easement over and across the adjacent property to allow for the construction of a water line that will serve the Property through the Denver Water mainline; and

WHEREAS, the City desires to accept a utility easement from Monte Vista Investments in accordance with the terms and conditions set forth in the easement agreement attached to this Resolution.

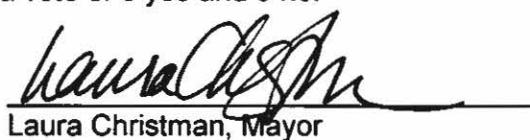
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO THAT:

Section 1. The City Council hereby accepts and approves a utility easement more specifically described on Attachment A, attached hereto and incorporated herein by reference, from Monte Vista Investments.

Section 2. This Resolution shall be effective upon adoption.

Introduced, passed and adopted at the regular meeting of the City Council this 13th day of December, 2017, by a vote of 6 yes and 0 no.

(SEAL)


Laura Christman, Mayor

ATTEST:


Laura Smith, City Clerk

Approved as to form:


Linda C. Michow, City Attorney

MNBO50

ATTACHMENT A
UTILITY EASEMENT

Return to Laura Smith
City of Cherry Hills Village
2450 E. Quincy Ave.
Cherry Hills Village CO 80113

Utility Easement
Grantor/Owner: Monte Vista Investments
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Reception #: D7140771, 12/14/2017 at
07:42:26 AM, 1 OF 7, UE, Rec Fee \$43.00
Arapahoe County CO Matt Crane, Clerk &
Recorder

UTILITY EASEMENT

This **UTILITY EASEMENT** ("Easement") is granted this 21st day of November, 2017, by **Monte Vista Investments, a California Limited Partnership**, whose legal address is 13305 Penn Street, Suite 150, Whittier CA 90602, (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 a Permanent Utility Easement to construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove water line improvements ("Utility 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, its agents, successors, and permitted assigns, shall have and exercise the right of 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. Notwithstanding the foregoing Grantee shall not interfere with Grantor's, or Grantor's Lessee's, use or occupancy of the area surrounding the Easement Parcel and shall coordinate its activities to minimize any impact upon Grantor's, or Grantor's Lessee's, use or occupancy of the area surrounding the utility improvements on the Easement Parcel.
2. The Grantee shall have the right to enter upon the Easement Parcel and to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove the Utility Improvements made within the Easement Parcel, and to remove objects interfering therewith upon at least five (5) days' advance notice to Grantor; provided however, that Grantee's access to the Easement Parcel for emergency work shall not require advance notice but will be conducted as to minimize disruptions to Grantor's operations.
3. Any notice required under this Easement shall be provided to Grantor via [facsimile, email, [OR] U.S. mail] to the following: Jere E. McDonald, Jr., General Partner, Monte Vista Investments located at 13305 Penn Street, Suite 150, Whittier CA 90602 and John H. Caballero, Schiada & Caballero located at 12016 Telegraph Road, Suite 204, Santa Fe Springs CA 90670.
4. Grantee, its successors and assigns shall be solely responsible for the construction, maintenance and repair of the Grantee's Utility Improvements in, on, to, through, over, under, and across the Easement Parcel.
5. Grantor, its successors and/or assigns, reserves the right to use the surface of the Easement Parcel for any purpose which does not interfere with the Grantee's easement rights and Utility Improvements hereby granted, including but not limited to, the right to grant other easements. Grantor and Grantee further agree that Grantor reserves the right to require Grantee to relocate or remove the Utility Improvements, and to terminate this

Utility Easement

Grantor/Owner: Monte Vista Investments

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Grant of Easement, in the event that Grantor determines, in its sole and exclusive discretion, that the easement granted herein affects Grantor's future use or development of the Easement Parcel.

6. The Grantee shall have and exercise the right of subjacent and lateral support to the extent is necessary or desirable for the operation and maintenance of the Utility Improvements. Grantee will provide a minimum of 2 weeks prior notice to the Grantor of any routine maintenance requirements within the Easement and shall coordinate maintenance with the Grantor, or Grantor's Lessees to minimize any potential impact to Grantor, or Grantor's Lessees use or occupancy of the area surrounding the utility easement. If emergency service of the Utility Improvements is required, Grantee will notify Grantor of impending or completed work within 24 hours of emergency maintenance service. The Grantor shall not take any action which would impair the lateral or subjacent support for the Utility Improvements.
7. 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, 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.
8. 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. Grantee is expressly authorized to assign all or any portion of the rights, duties, obligations, responsibilities, or benefits set forth in this Easement without the written consent of the Grantor. Any written assignment shall expressly refer to this Easement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective until notice of such written assignment is provided to Grantor in accordance with Section 3.
9. 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.
10. Grantor shall assume no liability for Grantee's operations or Utility Improvements on or within the Easement Parcel. Grantee shall at its sole cost and expense, procure and maintain workers' compensation insurance in statutorily required amounts, casualty insurance covering the Easement Parcel, commercial general liability insurance and automobile liability insurance all in commercially reasonable amounts insuring against loss from claims for personal injury or property damage arising out of or in connection with Grantee's use of the Easement Parcel or Utility Improvements.

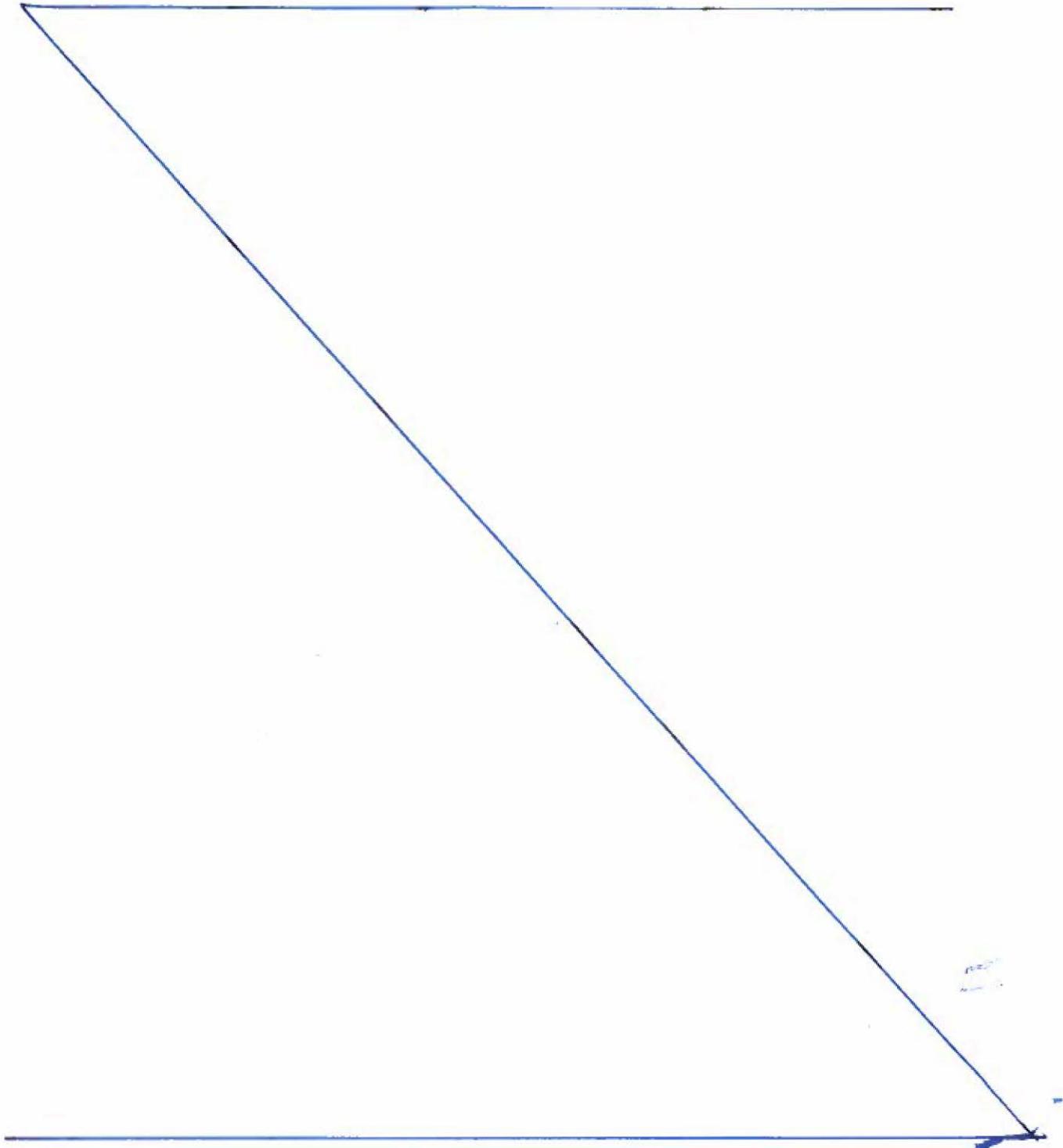
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SIGNATURE PAGE FOLLOWS.

Utility Easement

Grantor/Owner: Monte Vista Investments

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GRANTOR:

By: Jere E. McDonald

Name: Jere E. McDonald

Title: General Partner

STATE OF CALIFORNIA

COUNTY OF _____)

On _____ before me, _____
(name and title of the officer)

Personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

Signature

See attached acknowledgement JKK 1/27/17

Accepted and approved
CITY OF CHERRY HILLS VILLAGE

Laura A. Johnson
Mayor
City of Cherry Hills Village, Colorado

ATTEST:

Laura A. Johnson
City Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles)

On 11/27/17 before me, Joan K. Kolb, Notary Public
(insert name and title of the officer)

personally appeared Jere E. McDonald,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joan K. Kolb (Seal)

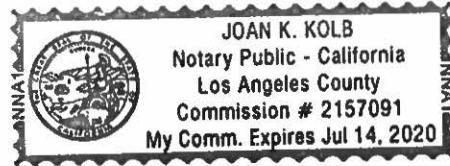


EXHIBIT A – DESCRIPTION AND MAP OF EASEMENT PARCEL

EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF SHERIDAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF SHERIDAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 4 TO BEAR N00°04'33"E, A DISTANCE OF 1313.26 FEET BETWEEN A FOUND 3" STEEL PIPE WITH 3 1/4" BRASS CAP "D.W.D. T5S R68W S5 S4 S8 S9 LS 16398" AT THE SOUTHWEST CORNER OF SAID SECTION 4 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP "MATRIX T5S R68W S5 S4 S1/16 2003 PLS 32822" IN RANGE BOX AT THE SOUTH 1/16 CORNER OF SAID SECTION 4, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID SOUTHWEST CORNER OF SECTION 4; THENCE ALONG THE SOUTH LINE OF SAID SECTION 4, SOUTH 89°51'56" EAST, A DISTANCE OF 871.00 FEET TO THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NO. D7004504; THENCE PARALLEL TO SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 4, ALONG THE WESTERLY LINE OF SAID PARCEL, NORTH 00°04'33" EAST A DISTANCE OF 328.73 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SOUTH 89°53'35" EAST, A DISTANCE OF 277.53 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°08'27" EAST, A DISTANCE OF 2.31 FEET TO A POINT ON THE SOUTHERLY LINE OF A PUBLIC UTILITY EASEMENT RECORDED AT RECEPTION NO. B5010117; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°56'29" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°08'27" WEST, A DISTANCE OF 2.34 FEET TO A POINT ON SAID NORTHERLY LINE; THENCE ALONG SAID NORTHERLY LINE, NORTH 89°53'35" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 23 SQ. FT. MORE OR LESS.

I, JOHN B. GUYTON, 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 AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC.

JOB NUMBER: 17-68,823
DRAWN BY: M. LUND
DATE: SEPTEMBER 6, 2017

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF SHERIDAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

