

**RESOLUTION NO. 6
SERIES OF 2018**

**INTRODUCED BY: MIKE GALLAGHER
SECONDED BY: DAN SHELDON**

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
ACCEPTING A PUBLIC BRIDLE TRAIL EASEMENT
(LOT 4, OLSON SUBDIVISION)**

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, The Mary T. Valenta Revocable Trust and John Dick, as the current record owners of Lot 4, Olson Subdivision, City of Cherry Hills Village, State of Colorado (together, the "Owner"), has granted a perpetual non-exclusive easement (the "Easement") to the City for the use, maintenance and operation of a public pedestrian and bridle trail over the following portion of Lot 4, Olson Subdivision:

A sixteen-foot wide easement running along the eastern boundary of Lot 4, Olson Subdivision in the City of Cherry Hills Village, County of Arapahoe, State of Colorado

(the "Easement Parcel"); and

WHEREAS, the creation of the Easement and encumbrance of the Easement Parcel is set forth in that certain Public Bridle Trail Easement dated March 21, 2018, 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 "Trail Easement"); and

WHEREAS, the City Council desires to accept and approve the Trail Easement.

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 the Trail Easement in the form attached hereto as Attachment A and authorizes the Mayor to execute the same.

Section 2. Following the effective date of Ordinance 3, Series of 2018 (the "Bridle Path Vacation Ordinance") and following the date on which the Mayor has executed the Trail Easement, the City Clerk shall proceed to record the original executed copy of the Trail Easement in the real property records of Arapahoe County, Colorado ("County Records"). The Trail Easement shall be recorded in the County Records before the Bridle Path Vacation Ordinance is recorded in the County Records.

Section 3. This Resolution shall be effective immediately.

Introduced, passed and adopted at the regular meeting of City Council this 20th day of March, 2018, 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

ATTACHMENT A
PUBLIC BRIDLE TRAIL EASEMENT

PUBLIC BRIDLE TRAIL EASEMENT

This **PUBLIC TRAIL EASEMENT** ("Easement") is granted this 21st day of March, 2018, by **The Mary T. Valenta Revocable Trust, whose legal address is 10116 Daniels Runway, Fairfax, Virginia 22030, and John Dick, whose legal address is 1714 Severn Forest Drive, Annapolis, Maryland 21401** (collectively, 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, Colorado 80113 (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 perpetual non-exclusive easement (the "Easement") for the use, maintenance and operation of a public pedestrian and bridle trail (the "Improvements"), in, on, to, through, over, under, and across a certain parcel of real property located in the City of Cherry Hills Village, Colorado, as more particularly described in **EXHIBIT A** attached hereto and incorporated herein by this reference (the "Easement Parcel"), pursuant to the following terms and conditions:

1. The Grantee, its agents, successors, and permitted assigns shall have and exercise the right of permanent and 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, its agents, successors, and permitted assigns shall have the right to enter upon the Easement Parcel for use by the general public as a public trail. Within sixty (60) days of execution of this Easement, the Grantor shall grade and complete construction of split rail fence and installation of appropriate surface material in accordance with City's trail standards on the Easement Parcel for acceptance by Grantee. It is expressly understood that following Grantee's acceptance of such Improvements, the maintenance, replacement and repair of the Easement Parcel and the Improvements thereon shall be the responsibility of the Grantee and its successors and/or assigns. It is further understood that 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 construct, maintain or repair any Improvements 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, its agents, successors, and permitted assigns 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 Improvement. The Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.
4. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Easement Parcel, except with the prior written consent of the Grantee. Any

structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Easement Parcel as of the date of this Easement or subsequently placed thereon may, except where the Grantee has consented thereto, be removed by the Grantee without liability for damages arising from such removal.

5. 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. This Easement may only be terminated through City Council action in accordance with the vacation process set forth in Grantee/City's Municipal Code as may be amended.
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, except matters of record. The Grantor further promises and agrees to 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. 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 against the Easement Parcel and the Grantor agrees to pay to the Grantee 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.
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. The rights and responsibilities set forth in this Easement are intended to be covenants on the Easement Parcel and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

Signature page follows.

Signature page follows.

Public Bridle Trail Easement

Grantor/Owner: The Mary T. Valenta Revocable Trust and John Dick
Page 4 of 6

GRANTOR: The Mary T. Valenta Revocable Trust

By: Mary T. Valenta

Name: Mary T. Valenta

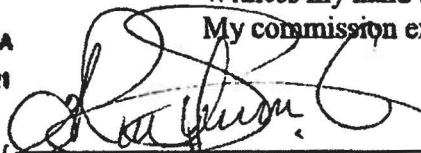
Title: Trustee

STATE OF Virginia)
COUNTY OF Fairfax) ss.

The foregoing Public Bridle Trail Easement was acknowledged before me this 17 day of March, 2018
~~May, 2016~~, by Mary T. Valenta as Trustee of The Mary T. Valenta Revocable Trust.


ROXANA J. CORDOVA
NOTARY PUBLIC 7182711
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MAY 31, 2021
[SEAL]

Witness my hand and official seal.
My commission expires: May 31, 2021


Notary Public

GRANTOR: John Dick

By: John Dick

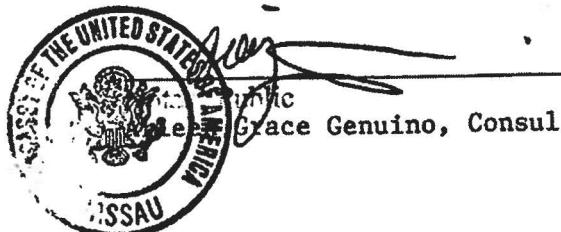
Name: John Dick

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Public Bridle Trail Easement was acknowledged before me this 21st day of March 2018
~~May, 2016~~, by John Dick.

Witness my hand and official seal.
My commission expires: INDEFINITE

[SEAL]



Accepted and Approved:
CITY OF CHERRY HILLS VILLAGE


Laura Christman, Mayor

ATTEST:


Laura Smith, City Clerk

EXHIBIT A – DESCRIPTION OF EASEMENT PARCEL

A sixteen-foot wide easement running along the eastern boundary of Lot 4, Olson Subdivision, County of Arapahoe, State of Colorado recorded on April 6, 1979 in Book 38 at Page 24 in the real property records of Arapahoe County, Colorado