

4080

RESOLUTION NO. 1
SERIES OF 2001

INTRODUCED BY DOUG TISDALE
SECONDED BY BONNIE BLUM

A
RESOLUTION
OF THE CITY COUNCIL OF THE
CITY OF CHERRY HILLS VILLAGE ACCEPTING
A NON-MOTORIZED RECREATIONAL TRAIL EASEMENT AT 1 SEDGWICK DRIVE.

1-8

WHEREAS, Women's Investment Network ("Owner") is the owner of Lot 31, Devonshire subdivision which property is addressed as 1 Sedgwick Drive; and

WHEREAS, the City of Cherry Hills Village has directed the South Suburban Parks and Recreation District to construct a cement trail connection which will involve Lot 31, Devonshire subdivision, and

WHEREAS, the owner is desirous of granting an easement on the property that will accommodate the trail improvements, and

WHEREAS, the City Council accepts and appreciates this donation to the City;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO, RESOLVES:

In accordance with the authority vested in it pursuant to Section 1.3 of the City Charter, the City Council accepts the trail easement granted by the property owner on Lot 31, Devonshire subdivision.

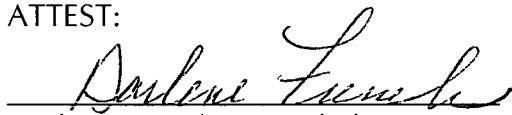
The City Council authorizes the Mayor to execute any documents necessary to facilitate the transfer of the property to the City.

Introduced, passed and adopted at the
regular meeting of City Council this 2nd day
of January, 2001, by a vote of 6 Yes and 0 No.



John F. Welborn, Mayor

ATTEST:


Darlene French, City Clerk

(SEAL)

CITY OF CHERRY HILLS VILLAGE
2450 E. QUINCY AVENUE
CHERRY HILLS VILLAGE, COLORADO 80110

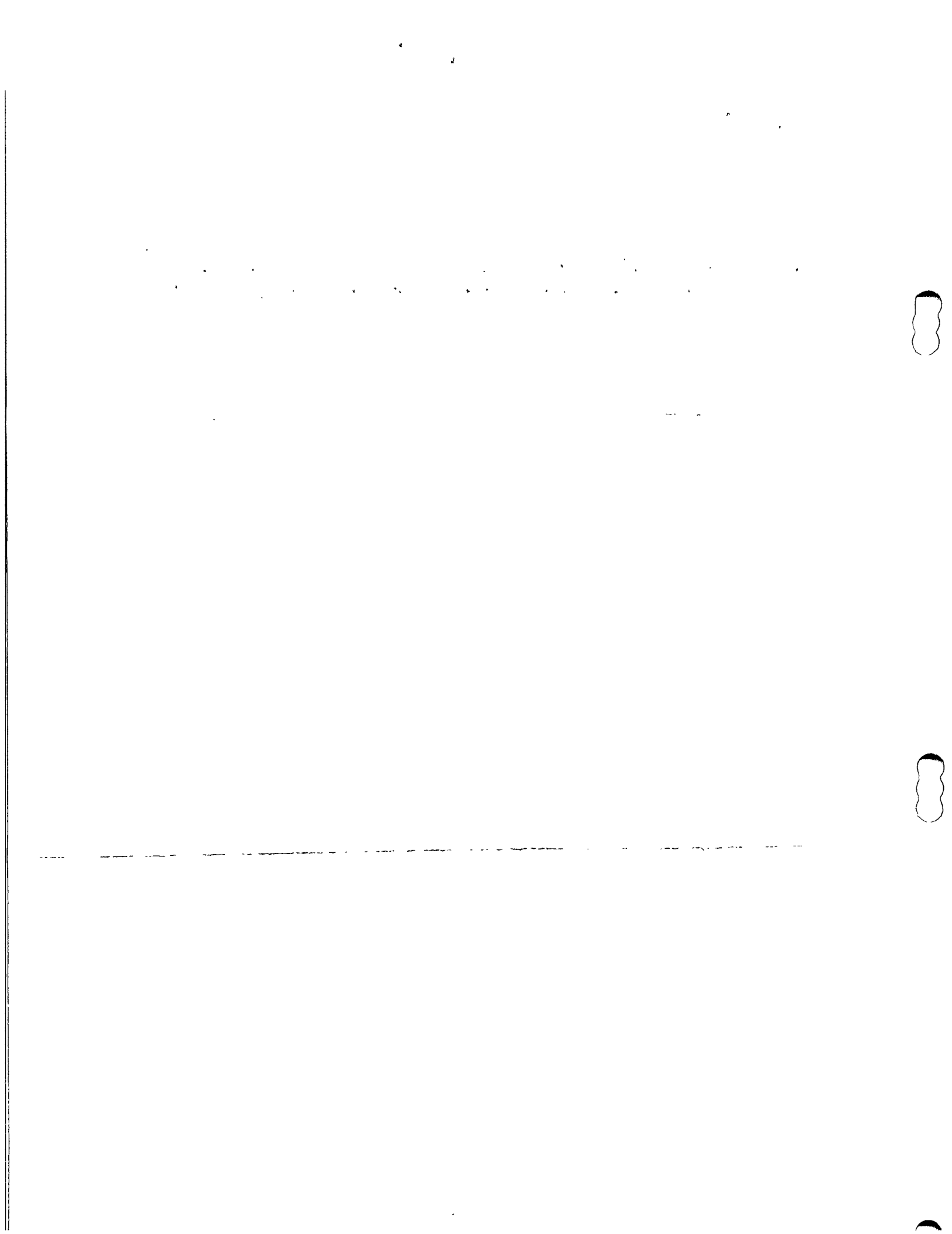
THE CITY OF CHERRY HILLS VILLAGE
2450 E. QUINCY AVENUE
CHERRY HILLS VILLAGE, CO 80110
783-2721/761-9386(FAX)

2-8

**GRANT OF NON-MOTORIZED
RECREATIONAL TRAIL EASEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Women's Arts Investment Network, Inc., a Colorado corporation, whose address is 1685 So. Colorado Blvd., #297, Denver, Co 80222 (the "Grantor"), hereby grants, bargains, sells and conveys to THE CITY OF CHERRY HILLS VILLAGE, a home rule municipal corporation of the State of Colorado, whose address is 2450 E./ Quincy Avenue, Cherry Hills Village, CO 80110 (the "City"), its successors and assigns, a temporary construction easement, and a perpetual, non-exclusive easement (the "Easements") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove a recreation trail and appurtenances thereto (the "Improvements"), in to, through, over, under and across certain parcels of real property located in Arapahoe County, Colorado, as more particularly described and shown in Exhibit A attached hereto and incorporated herein by this reference, for non-motorized, recreational uses by the public in similar manner to the public's use of other public trails throughout the City (the area contained within the Easement being referred to herein as the "Premises"). Such Easement is granted by Grantor and is accepted by the City pursuant to the following terms and conditions:

1. The City, its agents, successors, assigns and contractors shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises, by motorized vehicle or otherwise, for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements. In the event of any City activities on the adjoining premises, the City shall be responsible for the restoration of the adjoining premises as nearly as practicable to the condition of the adjoining premises prior to the City's use.
2. Except as otherwise provided herein, the Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, nor plant or place any shrub or tree, woody plant, nursery stock, garden or other landscaping design feature (collectively referred to as "Property Alterations") on any part of the Premises. Property Alterations situated on the Premises as of the date of this Grant of Easement may be removed by and at the sole expense of the City without liability therefore. Any Property Alterations placed on the Premises by Grantor subsequent to the date hereof without the City's consent may be removed by the City at the expense of the Grantor without liability to the City, which expenses if not paid shall entitle the City to a lien on the Premises.
3. The City shall have the right, subject to the Grantor's prior approval, which approval shall not be unreasonably withheld, and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use maintenance, repair, replacement and or removal of the Improvements as may be reasonably required; provided, however, that such



THE CITY OF CHERRY HILLS VILLAGE
2450 E. QUINCY AVENUE
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activities shall not unreasonably interfere with Grantor's use and enjoyment of such adjoining premises. In the event of any City activities on the adjoining premises, the City shall be responsible for the restoration of the adjoining premises as nearly as practicable to the condition of the adjoining premises prior to the City's use.

4. The City shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the construction, operation, and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Grant of Easement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.
5. It is expressly acknowledged and agreed that the City shall have the right and authority to assign the Easement or grant licenses therein to any appropriate governmental entity, including but not limited to all rights to use and all obligations associated with the Easement as are granted to and assumed by the City herein. In addition, the City shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.
6. The City agrees that at such time and in the event that the Improvements and/or Easement described herein are vacated by the City after appropriate action by Council and after written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.
7. The Grantor warrants, covenants, grants, bargains and agrees to and with the City that the Grantor is well seized of the Premises above conveyed 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 are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record. The Grantor further promises and agrees to warrant and forever defend the City in the exercise of the City's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described. The Grantor specifically agrees to indemnify and hold harmless from and against any and all loss, cost, damage, expense and liability, including attorneys, officers, employees and insurers in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure or other means.
8. Each and every one of the benefits and burdens of the Easement created hereby shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the City.



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THE CITY OF CHERRY HILLS VILLAGE
2450 E. QUINCY AVENUE
CHERRY HILLS VILLAGE, CO 80110
783-2721/761-9386(FAX)

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- 9. Grantor agrees to indemnify and hold harmless the City, its officers, employees and insurers from and against all liability, claims and demands on account of injury, loss or damage, including without limitation claims arising from bodily damage, or any other loss of any kind whatsoever, including attorneys' fees and expenses that might be incurred by the City or asserted against it, which arise out of or are in any manner connected with the Premises, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the subcontractor of the Grantor, or any officer, employee, representative or agent of the Grantor. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Grantor for the portion of the judgment attributable to such act, omission or other fault of the City, its officers or employees.
- 10. Nothing herein is intended as, nor shall anything herein be construed as a waiver of the protections afforded the City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended from time to time.
- 11. The rights and responsibilities set forth in this grant of Easement are intended to be covenants on the Premises and are to run with the land until the Easement created hereby is abandoned or vacated pursuant to the terms set forth herein.

In Witness Whereof, the parties have executed this Grant of Non-motorized, Recreational Trail Easement this 7 day of DECEMBER, 2000.

Grantor:

By: Mary Beth Allen
Women's Intl Investment Network

By: _____

State Of Colorado _____)

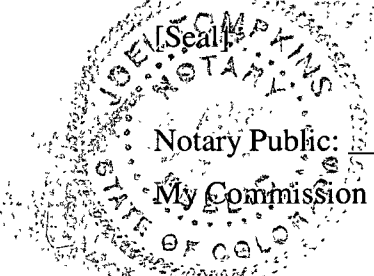
County Of Jefferson _____)

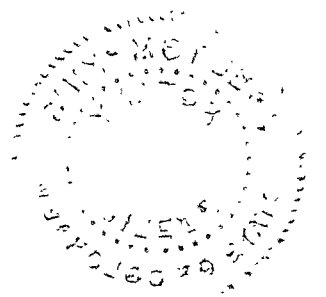
The foregoing Grant of Non-motorized, Recreational Trail Easement was acknowledged before me this 07 day of December, 2000, by

Mary Beth Allen as
Secretary/Vice-President

Notary Public: Joel Tomprins _____
JOEL TOMPRINS

My Commission Expires: _____
Notary Public, State of Colorado
My Commission Expires 04/10/2004





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LOT 31
TRAIL EASEMENT
DESCRIPTION

A parcel of land lying within Lot 31, Devonshire Heights, Amended Plat being a part of Section 1, Township 5 South, Range 68 West of the Sixth Principal Meridian, Cherry Hills Village, Arapahoe County, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the northerly line of Lot 31, Devonshire Heights, Amended Plat, Cherry Hills Village, County of Arapahoe, State of Colorado, bearing South 89°50'50" East, 190.00 feet.

Beginning at the Northwest Corner of said Lot 31, being on the southerly right-of-way line of Hampden Avenue;

Thence South 89°50'50" East, 190.00 feet, along the northerly line of said Lot 31 and said southerly right-of-way line to the Northeast Corner of said Lot 31, said point being on the westerly right-of-way line of Sedgwick Drive;

Thence South 00°29'50" West, 26.00 feet, along the easterly line of said Lot 31 and said westerly line right-of-way line;

Thence North 89°50'50" West, 26.00 feet, along a line parallel with the northerly line of said Lot 31;

Thence North 00°29'50" East, 14.00 feet, along a line parallel with the westerly right-of-way line of Sedgwick Drive;

Thence North 89°50'50" West, 130.08 feet, along a line parallel with said northerly line of said Lot 31;

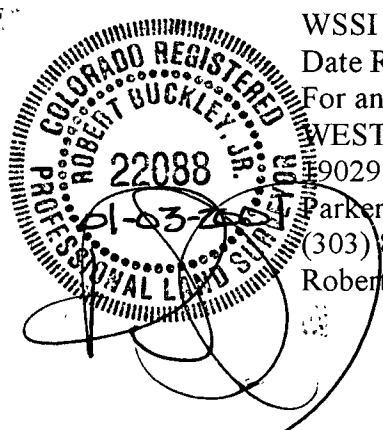
Thence South 60°00'00" West, 39.37 feet, to a point on the westerly line of said Lot 31;

Thence North 00°29'50" East, 31.77 feet, along said westerly line to the POINT OF BEGINNING.

Containing 0.0684 acres, or 2979 square feet, more or less.

I hereby certify that the above legal description was prepared under my direct supervision.

WSSI Job No.: 9137-061.1
Date Revised: January 3, 2001
For and on Behalf of
WESTERN STATES SURVEYING, INC.
9029 East Plaza Drive, Suite 252
Parker, CO 80134
(303) 841-7436
Robert Buckley, Jr., PLS 22088



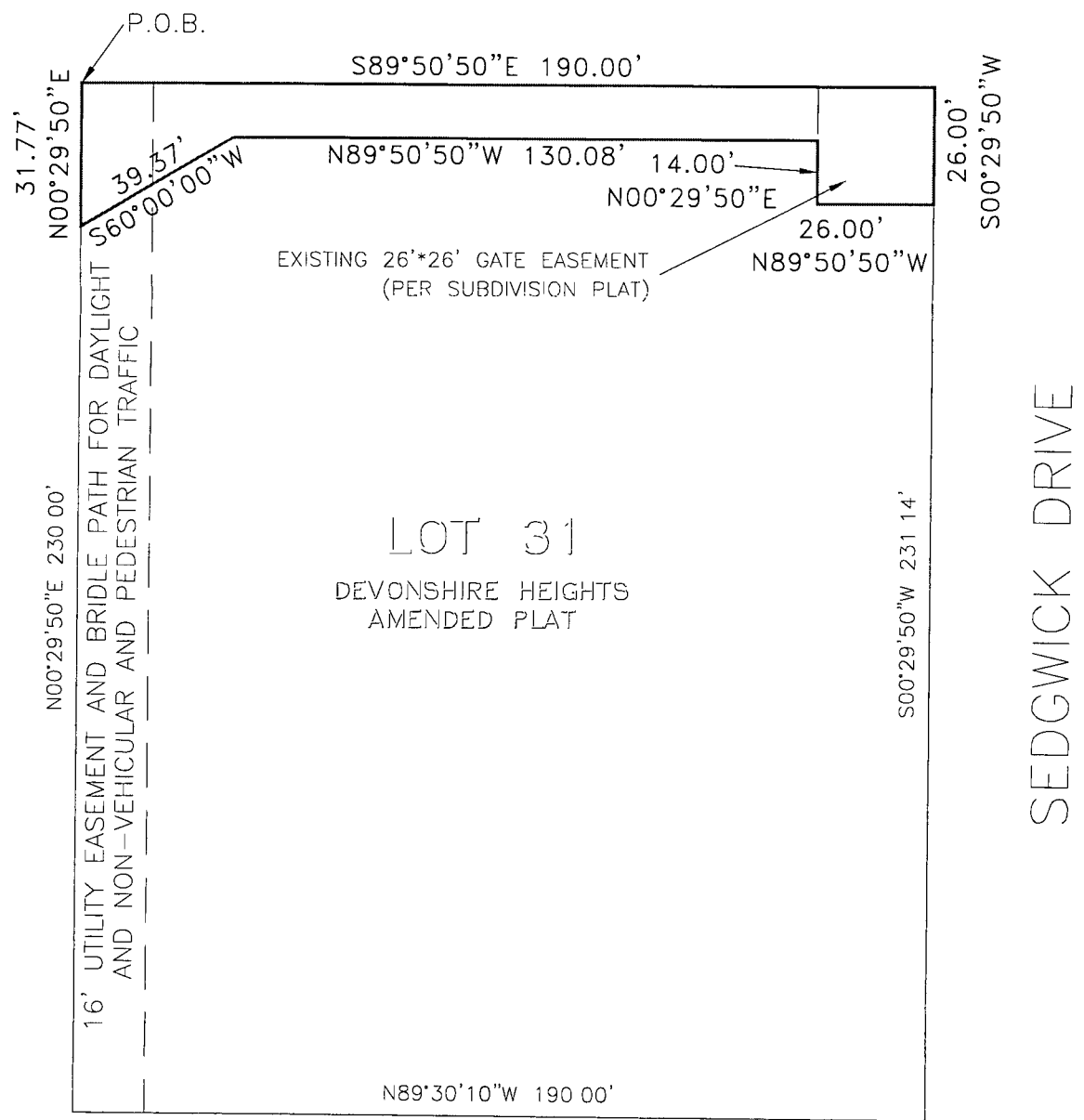


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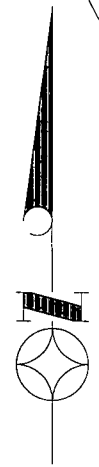
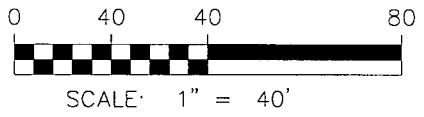


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EXHIBIT HAMPDEN AVE.



SEDGWICK DRIVE



REV 01-03-2001



NOTE THIS DOES NOT REPRESENT
A MONUMENTED SURVEY. IT IS
INTENDED ONLY TO DEPICT THE
ATTACHED DESCRIPTION

TRAIL EASEMENT

SOUTH SUBURBAN
RECREATION DISTRICT

CALC: RB	DATE: 09/26/00
DRWN: CS	REV: 10/11/00
JOB NO. 9137-061.1	

AREA OF PARCELS: 2979 SF 0.0684 ACRES



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**EXHIBIT "A"
CONSTRUCTION EASEMENT**

A parcel of land in Lot 31, Devonshire Heights, Amended Plat, a subdivision, of the Northeast Quarter of Section 1, Township 5 South, Range 68 West of the Sixth Principal Meridian, in Cherry Hills Village, Arapahoe County, State of Colorado, being more particularly described as follows:

Bearings are based on the line between the southwest corner of Lot 1, Devonshire Heights, Amended Plat, a subdivision in Arapahoe County, and the southwest corner of Lot 35, Devonshire Heights, Amended Plat assumed to bear South 00°26'43" West, 1294.52 feet. The line is monumented as follows: a found rebar with 1" red plastic cap stamped "Don Tjepkes PLS #10106" at the southwest corner of said Lot 1 and a found rebar with plastic cap at the southwest corner of said Lot 35.

Beginning at the northeast corner of Lot 31 of Devonshire Heights, Amended Plat;
Thence South 00°29'50" West, 56.00 feet, along the easterly line of said Lot 31;
Thence North 89°50'50" West, 82.00 feet, parallel with and 56.00 feet southerly of the northerly line of said Lot 31;
Thence North 00°09'10" East, 15.00 feet;
Thence North 89°50'50" West, 107.91 feet, parallel with and 41.00 feet southerly of said northerly line, to the westerly line of said Lot 31;
Thence North 00°29'50" East, 41.00 feet, along said westerly line, to the northwest corner of said Lot 31;
Thence South 89°50'50" East, 190.00 feet, along said northerly line, to the Point of Beginning.

The above described parcel contains 9021 square feet (0.2071 acres) more or less.



WSSI JOB NO: 9137-061
DATE: January 13, 2000
For and on Behalf of
WESTERN STATES SURVEYING INC
19029 East Plaza Drive, Suite 252
Parker CO 80134
(303) 841-7436
Clyde J. Biewenga, PLS 23032

1000



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EXHIBIT

NORTH 1/4 CORNER
SEC. 1, T5S, R68W

HAMPDEN AVENUE

NORTHEAST 1/4
SECTION 1
T5S, R68W, 6th PM

N00°29'50"E
75.00'

S89°50'50"E 190.00'

POB

26'x 6'
GATE
EASEMENT

41.00'

N89°50'50"W 107.91'

N89°50'50"W 82.00'

SEDGWICK
DRIVE

N00°09'10"E
15.00'

LOT 1

N00°29'50"E 230.00'
16' UTILITY, BRIDLE PATH (DAYLIGHT),
NON-VEHICULAR & PEDESTRIAN TRAFFIC

LOT 31
DEVONSHIRE HEIGHTS
AMENDED PLAT

S00°29'50"W 231.14'

BASIS OF BEARING
FROM THE SOUTHWEST CORNER OF LOT 1
TO THE SOUTHWEST CORNER OF LOT 35
ASSUMED TO BEAR S00°26'43"W, 1294.52'
MONUMENTED AS SHOWN

FOUND
1" RED PLASTIC
CAP STAMPED
"DON TJEKES"
"PLS #10106"

FOUND
1.25" YELLOW
PLASTIC CAP
STAMPED
"S & G INC"
"LS #4769"

S89°30'10"E 190.00'

LOT 30

FOUND REBAR
W/ PLASTIC CAP
24.44' SOUTH OF PC

LOT 35

LOT 36

0 20 40 80



SCALE: 1" = 40.00'

Western States
SURVEYING, Inc.

NOTE: THIS DOES NOT REPRESENT
A MONUMENTED SURVEY. IT IS
INTENDED ONLY TO DEPICT THE
ATTACHED DESCRIPTION.

CONSTRUCTION EASEMENT
CHERRY HILLS VILLAGE

SOUTH SUBURBAN PARKS
& RECREATION DISTRICT

CALC: CJB DATE: 1 /13/00

DRWN: CJB COMMIT. NO. N/A

JOB NO. 9137-061

DWG. NAME: EXHIBIT.DWG SHEET 2 OF 2

AREA OF PARCEL: 9021 SF (0.2071 AC)

