



## Board Summary Report

**Date:** February 11, 2020

**To:** Arapahoe County Board of County Commissioners

**From:** Kurtis Cotten, PE  
Engineering Services Division

**Case name:** Copperleaf Filing 19 Lot 2 Tract B  
Engineering Case  
E19-057

**Subject:** **Approval of a Public Use Easement Agreement Related to a Proposed Sidewalk along Copperleaf Blvd**

**Purpose and Recommendation:**

The purpose of this report is to request the Board to approve the attached Public Use Easement Agreement, **ATTACHMENT A**, for execution and recordation and to authorize Bryan D. Weimer, PWLF, Director, Department of Public Works and Development, to execute this specific easement agreement on behalf of the Board.

Staff has reviewed the easement and has determined that it is sufficient for its intended purpose. Staff recommends said easement, granted by Copperleaf Senior Living, LLC, be accepted by the Board.

**Background:**

A portion of the sidewalk along the west side of Copperleaf Blvd, south of E Quincy Ave, will be located outside of the right-of-way and existing public use easement, requiring this easement to be dedicated.

**Actions Requested:**

1. Approval and acceptance of the Public Use Easement Agreement, **ATTACHMENT A**, within Lot 4 Block 1, Copperleaf Filing No. 19.
2. Authorize Bryan D. Weimer, PWLF, Director, Department of Public Works and Development to execute this specific easement on behalf of the Board.

**Concurrence:**

Engineering Services Staff recommends acceptance of the Public Use Easement Agreement.

Reviewed by:

Kurtis Cotten, PE, Case Engineer, Engineering Services Division  
Robert Hill, Senior Assistant County Attorney, Attorney's Office

Attachments:

Attachment A: Public Use Easement Agreement  
Exhibit 1: Resolution for said document

PUBLIC USE

EASEMENT AGREEMENT

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, \_\_Copperleaf Senior Living LLC\_\_\_\_\_, (the "Grantor"), hereby grants, bargains, sells and conveys to the COUNTY OF ARAPAHOE, COLORADO, a body corporate and politic duly organized and existing under and by virtue of the laws of the state of Colorado, whose address is 5334 South Prince Street, Littleton, Colorado 80166 (the "Grantee"), its successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") to construct and maintain slopes and cuts and fills; to construct or reconstruct, install, operate, use, maintain, repair, replace and/or remove certain utilities, including but not limited to, gas, electric, irrigation, underground telephone lines, and street lights, and appurtenances thereto; sidewalks and pedestrian use; certain public signage; and for purposes of snow storage (collectively the "Improvements") in, to, through, over, under and across a certain parcel of real property located in Arapahoe County, Colorado, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises"), 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, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, installation, operation, use, maintenance, repair, replacement and/or removal of the Improvements.
2. 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 Premises, except with the prior 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 Premises 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 therefrom.

3. Upon completion of its activities, the Grantee, to the extent practicable, shall restore the Premises, including the surface of the ground and all landscaping, reasonably to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements.

4. The Grantee shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace, and remove the Improvements, and to remove objects interfering therewith, including but not limited to these items placed on the Premises under paragraph 2 hereof. In addition, the Grantee shall have the right, subject to the Grantor's approval, 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.

5. 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 Improvements. It is specifically agreed between and among the parties that, except as provided in this Agreement, the Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

6. It is expressly acknowledged and agreed that the Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the Grantee herein. In addition, the Grantee shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes authorized herein with respect to the Improvements.

7. The Grantee agrees that at such time and in the event that the Easement described herein be abandoned by the Grantee and any permitted assignee under paragraph 6 hereof, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the Grantee 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 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 Premises in the exercise of its rights hereunder against all and every person or person lawfully claiming or to claim the whole or any part thereof.

9. 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.

10. Nothing in this Agreement is intended to waive or shall be interpreted as waiving any

governmental immunity available to Grantee under Sections 24-10-101, et seq., Colorado Revised Statutes, or otherwise available to Grantee under any other law or the common law, which immunity Grantee intends to rely to the fullest extent available under such laws or common laws.

11. Snow removal and maintenance of the sidewalk within the easement shall be the responsibility of the Grantor.

For the Board of County Commissioners

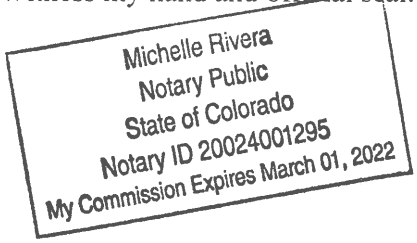
Bryan D. Weimer, Director, Public Works and Development  
Authorization pursuant to Resolution No. \_\_\_\_\_

GRANTOR:  
By: [Signature]  
Name: MICHAEL D. ZETTLIN  
Title: Managing Member

State of Colorado }  
                                  } SS  
County of Denver }

The foregoing instrument was acknowledged before me this 3 day of January  
2020, ~~2019~~, by Michael Zettlin, as managing member of Copperleaf.  
My commission expires 3-1-2022. Witness my hand and official seal.

Michelle Rivera  
Signature  
Michelle Rivera  
Name of Notary  
3300 E. 1st Denver CO  
Address of Notary 80206



# EXHIBIT "A"

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 4, BLOCK 1, COPPERLEAF FILING NO. 19, AS RECORDED AT RECEPTION NUMBER D9046743 IN THE RECORDS OF THE ARAPAHOE COUNTY, COLORADO CLERK AND RECORDER, SITUATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF ARAPAHOE, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THAT PORTION OF THE SOUTHERLY BOUNDARY OF TRACT B, SAID COPPERLEAF FILING NO. 19, PLATTED TO BEAR NORTH 75°28'49" EAST, A DISTANCE OF 132.80 FEET;

**COMMENCING** AT THE SOUTHEAST CORNER OF TRACT B, SAID COPPERLEAF FILING NO. 19;

THENCE SOUTH 75°28'49" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT B, A DISTANCE OF 15.01 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE WESTERLY LINE OF A 15-FOOT PUBLIC USE EASEMENT AS PLATTED UNDER RECEPTION NUMBER D7096276 IN SAID RECORDS, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1224.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 73°36'27" EAST;

THENCE SOUTHERLY ALONG SAID 15-FOOT PUBLIC USE EASEMENT AND SAID CURVE THROUGH A CENTRAL ANGLE OF 01°21'20", AN ARC LENGTH OF 28.96 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 12.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 72°15'08" WEST;

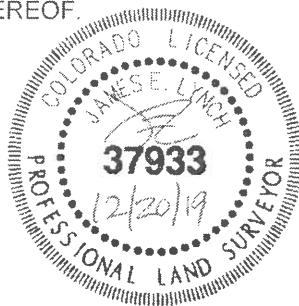
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°54'27", AN ARC LENGTH OF 9.80 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 27.50 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°48'21", AN ARC LENGTH OF 22.95 FEET TO A POINT ON SAID SOUTHERLY BOUNDARY OF TRACT B;

THENCE NORTH 75°28'49" EAST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 12.00 FEET TO THE **POINT OF BEGINNING**.

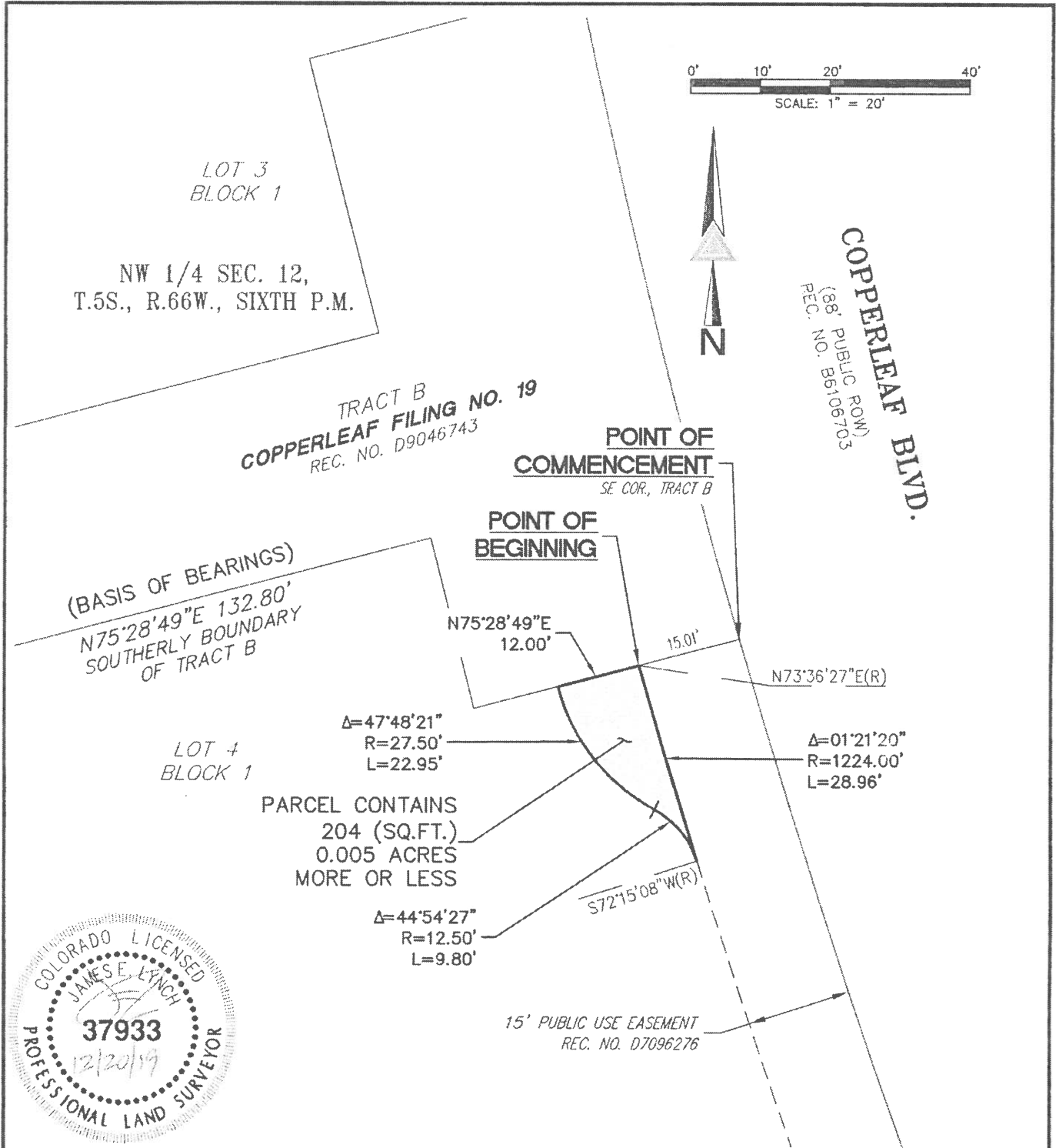
CONTAINING AN AREA OF 0.005 ACRES, (204 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH PLS NO. 37933  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:  
DWG NAME: PUE EXHIBIT.DWG  
DWG: JEL CHK: JRW  
DATE: 12-17-2019  
SCALE: 1" = 20'

**AZTEC**  
CONSULTANTS, INC.

300 East Mineral Ave,  
Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
www.aztecconsultants.com

Q:\86218-01 - Lot 4 Copperleaf Filing No. 20\dwg\EXHIBITS

**EXHIBIT A**  
NW 1/4 SEC. 12, T.5S., R.66W., SIXTH P.M.  
ARAPAHOE COUNTY, COLORADO  
JOB NUMBER 86218-01 2 OF 2 SHEETS



**RESOLUTION NO.** \_\_\_\_\_ It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to approve, upon recommendation of the County's Engineering Services Division, the **Public Use Easement Agreement** within Lot 4 Block 1, Copperleaf Filing No. 19, granted by Copperleaf Senior Living, LLC, and to authorize Bryan D. Weimer, PWLF, as the Director of Public Works and Development, to execute and record the easement document on behalf of the Board of County Commissioners.

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CONTAINING AN AREA OF 0.005 ACRES, (204 SQUARE FEET), MORE OR LESS.

The vote was:

Commissioner Baker,\_\_\_\_; Commissioner Conti,\_\_\_\_; Commissioner Holen,\_\_\_\_;  
Commissioner Jackson, \_\_\_\_; Commissioner Sharpe, \_\_\_\_.

The Chair declared the motion carried and so ordered.