# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**AgendaTitle:**

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** SKS Suchapro, LLC and Gunnison County

**Term Begins:** 8/19/2014 **Term Ends:** 8/19/2064 **Grant Contract #:**

**Summary:**
There is no ending date, this is a perpetual easement across SKS Suchapro property for the extension of the Antelope Hills water line

**Fiscal Impact:** $10.00

**Submitted by:** Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/12/2014

**County Attorney Review:** (●) Required ( ) Not Required

Comments:

ok db 8/14/14

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/14/2014 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: n/a

Agenda Date: 8/19/2014 Follow Up Agenda Date: n/a

*Revised April 2013*

# GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this 11 day of July, 2014, between SKS Suchapro, LLC, address 11155 Green Springs Road, Colorado Springs, Colorado 80925, his/her/their successors and assigns, hereinafter "Grantor," and the Board of County Commissioners of Gunnison County, Colorado, 200 East Virginia, Gunnison, Colorado 81230, hereinafter "Grantee", witnesses:

That the Grantor, for the consideration previously paid by Grantee in the amount of Ten Dollars ($10.00) to or for Grantor in the Grant of Temporary Easement dated July 29, 2011 between the parties, which consideration is hereby acknowledged to be valuable and sufficient for this Grant of Perpetual Easement, grants a perpetual easement (hereinafter "Easement") to County, its successors and assigns, in and to the real property described in Exhibit A, a two page document attached hereto and incorporated herein for the purposes of construction, installation, use and maintenance of an underground water line system including water lines and manholes, which purposes include by are not limited to the right to ingress and egress from the Easement, across the existing driveway and at those places where the Easement is adjacent to the County road, the right to excavate, grade, condition and drain the Easement, the right to operate and maintain motor vehicles and construction vehicles on the Easement, and to remove all obstructions from the Easement which may constitute a hindrance to said construction, installation, use and maintenance.

The Grantee will restore the surface to its original contour as nearly as practicable, and will reasonably replace or rebuild any and all damage parts of all drainage or irrigation systems, shrubbery, fences, signs, and pavement; the damage to which is occasioned by the construction, installation, use and maintenance of said water line under and through the said property; however, that the Grantee shall have the right to cut or clear trees and brush on said easement that might interfere with the operation of those activities. In addition, Grantee shall construct such reasonable temporary fencing as may be required should existing fencing be affected by such construction, installation, use and maintenance. Grantee shall reseed, with seed suggested by the local Natural Resources Conservation Service, initially, the area disturbed by said construction and installation; will reseed with seed suggested by the Service that disturbed area on time beyond the initial seeding in the first two years after construction or installation if the seed hasn't taken in Grantors' discretion. The Grantee does not warranty or guaranty the success of that seeding or reseeding beyond what is stated above. Grantor and Grantee acknowledge that a portion of the Easement is a sparsely vegetated slope with no grasses feasible. The restoration shall be accomplished as soon as practical after completion of construction, installation, use or maintenance of the water lines, but in all events prior to the next runoff cycle after construction.

Reasonable efforts shall be made by Grantee to provide the Grantor with 24 hours notice, which may be oral or written, before entry upon the easement for construction or installation. Such activities may require temporary closure of Grantors driveway; in such

case, reasonable efforts will be taken to ensure that such closure is as brief as possible and in not case longer than twelve hours.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their name as of the date first written.

BOARD OF COUNTY COMMISSIONERS,
GUNNISON COUNTY, COLORADO

_____
Chairman

Attest:

_____
Clerk

Karen J. Prosuch
Grantor

STATE OF COLORADO )
EL PASO )
COUNTY OF ~~GUNNISON~~ )

The foregoing was signed and acknowledged before me this 11th day of July, 2014, by Karen J. Prosuch.

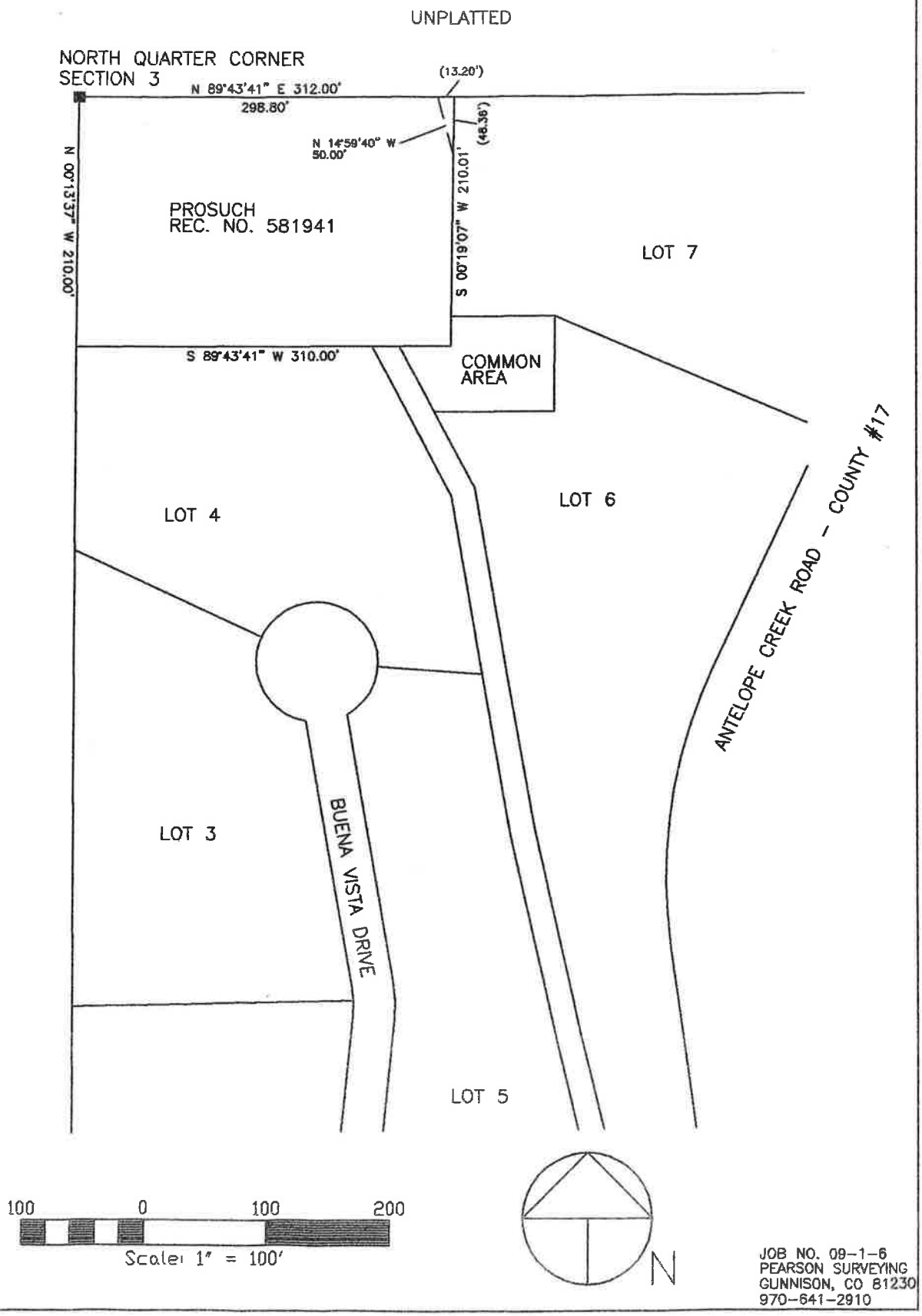
Witness my hand and official seal.
My commission expires: 10-10-2015.

Sue McGinley
Notary Public

SUE MCGINLEY NOTARY PUBLIC STATE OF COLORADO

**EXHIBIT A**

WATER LINE CONSTRUCTION EASEMENT
WITHIN PROSUCH PROPERTY
ALSO WITHIN NW1/4NE1/4 SECTION 3, T49N, R1W, NMPM
GUNNISON COUNTY, COLORADO




JOB NO. 09-1-6
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

# EXHIBIT A

## WATER LINE CONSTRUCTION EASEMENT
WITHIN PROSUCH PROPERTY
ALSO WITHIN NW1/4NW1/4NE1/4 OF SECTION 3, T49N, R1W, NMPM
GUNNISON COUNTY, COLORADO

Water line construction easement within Prosuch property
prepared for Gunnison County

A tract of land within the Prosuch property, as described by deed recorded at Reception No. 581941 in the records of Gunnison County, Colorado;

Also within the NW1/4NW1/4NE1/4 of Section 3, Township 49 North, Range 1 West, New Mexico Principal Meridian, Gunnison County, Colorado, more particularly described as follows:

Commencing at the north quarter corner of said Section 3, as marked by a USGLO brass cap monument, thence North 89°43'41" East 298.80 feet along the north boundary of said Section 3 to the POINT OF BEGINNING, thence the following courses:

1. North 89°43'41" East 13.20 feet along said boundary to the northeast corner of said property;

2. South 00°19'07" West 48.36 feet along the east boundary of said property;

3. North 14°59'40" West 50.00 feet to the POINT OF BEGINNING.

This tract contains 319.25 square feet more or less.

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