AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Grant of Temporary Construction Easement; Chromerk Properties, LLC; Ohio City Town Hall Project; 8/1/14 thru 8/1/16; $10

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and Chromerk

Term Begins: **Term Ends:** **Grant Contract #:** 4279-43-809-00-324-0

Summary:
Currently we have a temporary construction easement of 20 feet for the property adjacent of the Ohio City Town Hall. During the preconstruction meeting it was determined that additional footage would be required so that the building would be placed on the adjacent property rather than raised overhead. Attached please find the temporary construction easement for 50 feet from the adjacent property owner.

Fiscal Impact: $10

Submitted by: County Attorney's Office **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Minimal costs, will not affect budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/20/2014

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

Comments:

ok db 8/20/14

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/20/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 8/20/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 8/26/2014 Follow Up Agenda Date:

Revised April 2013

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT is made this 29 day of JULY, 2014 by and between Chromerk Properties, L.L.C., a Florida limited liability company whose address is 3111 Fortune Way, Suite B17, Wellington, Florida 33414 (hereinafter "Grantor") and the Board of County Commissioners of the County of Gunnison, Colorado whose address is 200 East Virginia Avenue, Gunnison, CO 81230 (hereinafter "Grantee").

WITNESSESETH that the Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey to Grantee, its successors and assigns, a temporary construction easement over and across Grantor's real property described as follows:

> Fifty feet (50') across Lot 23, Block 16 commencing along the entire western property line of Lot 23, Block 16, according to the official plat of the Town of Ohio City recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado,
>
> Town of Ohio City,
> County of Gunnison,
> State of Colorado,

and as also identified in Appendix "A" attached hereto and incorporated herein (hereinafter "Temporary Easement"). The purpose of said Temporary Easement is to allow for construction activities associated with the rehabilitation and stabilization of the adjacent Ohio City Town Hall located on Lot 24, Block 16, Town of Ohio City. Grantee's rights under this Grant of Temporary Construction Easement shall include but are not limited to the right of Grantee to ingress and egress; the right to excavate, grade and reclaim; the right to operate construction machinery associated with the rehabilitation and stabilization of the adjacent Ohio City Town Hall and the right to temporarily situate the Ohio City Town Hall upon said easement.

The parties agree that the real property within the Temporary Easement will be reclaimed by a contractor retained and supervised by Grantee. Such reclamation will include, at a minimum, grading, replacement/repair of any fencing and/or trees that may be removed and/or damaged and reseeding the disturbed area to the same condition currently existing. Grantee agrees to take such measures reasonably within its control to ensure that such reclamation is performed in a timely and workmanlike manner.

This Temporary Easement shall be in effect from August 1, 2014 and shall expire August 1, 2016 or upon written notice by Grantee to Grantor of the completion of the

rehabilitation and stabilization work for the Ohio City Town Hall and reclamation of Grantor's real property, whichever event comes sooner.

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

GRANTOR:

Chromerk Properties, L.L.C.,
a Florida limited liability company

By:_____
Andres Martinez, Manager

CERTIFICATION OF SIGNATURE:

YO, VÍCTOR MANUEL MANCILLA GUERRERO, NOTARIO CIENTO SETENTA Y SIETE, DE MÉXICO, DISTRITO FEDERAL, C E R T I F I C O: QUE ANTE MÍ, F I R M Ó Y RATIFICÓ, EL PRESENTE DOCUMENTO, ANDRÉS MARTÍNEZ, A QUIEN CONSIDERO LEGALMENTE CAPACITADO, Y DE LA COMPROBACIÓN DE F I R M A, LEVANTÉ EN EL PROTOCOLO DE LA NOTARÍA A MÍ CARGO, EL A C T A NÚMERO 32,191 DE 31 DE JULIO DE 2014, QUE TAMBIÉN FIRMÓ.- DOY FE.

MÉXICO, DISTRITO FEDERAL, A 31 DE JULIO DE 2014.

VÍCTOR MANUEL MANCILLA GUERRERO,
NOTARIO No. 177 DE MÉXICO, DISTRITO FEDERAL.

I, VICTOR MANUEL MANCILLA GUERRERO, NOTARY NUMBER ONE HUNDRED AND SEVENTY SEVEN OF THE FEDERAL DISTRICT, MEXICO, C E R T I F Y: THAT IN MY PRESENCE SIGNED AND RATIFIED THE PRESENT DOCUMENT, ANDRÉS MARTÍNEZ, AND HAVE STATED IN THE PROTOCOL OF THE NOTARY UNDER MY NAME THE ACT NUMBER 32,191 DATED JULY 31st OF THE YEAR 2014, ALSO SIGNED BY THEM.

MEXICO, FEDERAL DISTRICT, JULY 31st OF THE YEAR 2014.

VICTOR MANUEL MANCILLA GUERRERO,
NOTARY No. 177 OF THE FEDERAL DISTRICT, MEXICO.

ACCEPTANCE

The Board of County Commissioners of the County of Gunnison, Colorado, hereby accepts the above Grant of Temporary Construction Easement pursuant the terms and conditions identified herein.

Dated this _____ day of _____, 2014.

GRANTEE:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON,
STATE OF COLORADO

By: _____
Paula Swenson, Chairperson

By: _____
Phil Chamberland, Vice Chairperson

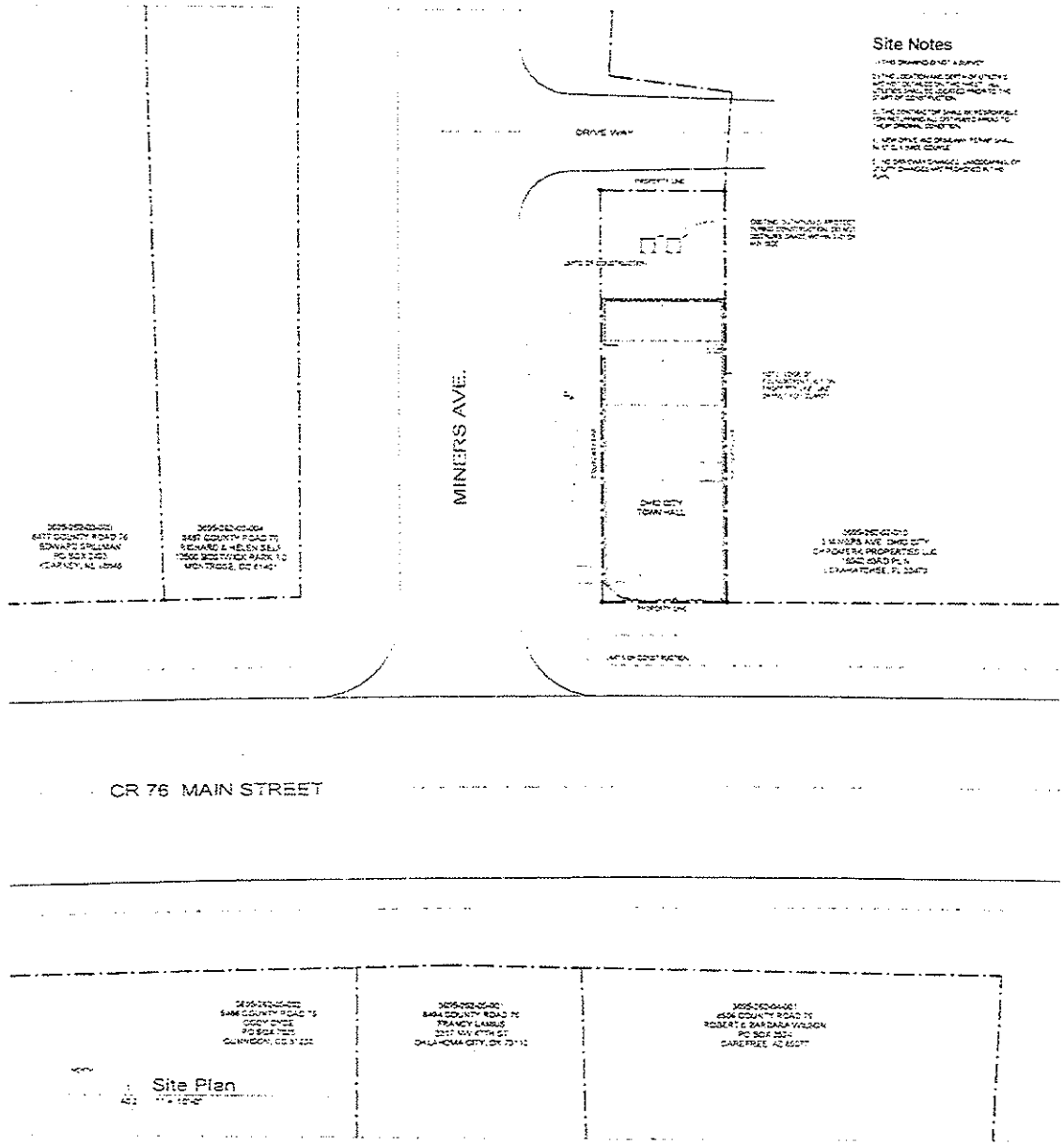
By: _____
Jonathan Houck, Commissioner

ATTEST:

_____
Deputy County Clerk

APPENDIX A

Code Summary



Site Notes

SEN WHITE ARCHITECTURE

FOUNDATION DEPARTURE/AMENDED HISTORIC DESIGN REVIEW FOR THE

OHIO CITY TOWN HALL

8803 COUNTY ROAD 76
OHIO CITY, COLORADO 81237

SITE PLAN & CODE REVIEW

A0.2

TEMPORARY EASEMENT