AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Fence Line Agreements; Taylor River Road Project; Wilder Ranch Properties, LLC; Donald G. Dunbar and Marilyn J. Dunbar, Trustees under the Donald G. Dunbar Revocable Agreement of Trust; Richard C. Allred and Ann Allred Kable

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
During the realignment of Taylor River Road certain agreements were made with property owners regarding fencing. Attached please find Fence Line Agreements memorializing those agreements

Fiscal Impact: 0

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

Finance Review: ○ Required ● Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ● Required ○ Not Required

Comments:

ok db 4/14/15

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 4/14/2015 Certificate of Insurance Required Yes ○ No ●

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase Discharge Date: 4/14/2015

○ Consent Agenda ● Regular Agenda ○ Worksession Time Allotted: DCM Reports

Agenda Date: 4/21/2015 Follow Up Agenda Date:

Revised April 2013

FENCE LINE AGREEMENT

THIS FENCE LINE AGREEMENT (herein "Agreement") is entered into this 9th day of March, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein "Gunnison County") and RICHARD C. ALLRED and ANN ALLRED KABLE whose address is PO Box 4852, Wichita Falls, Texas 76308 (herein "Owners").

RECITALS

WHEREAS, the Taylor River Road a/k/a County Road 742 (herein "Taylor River Road") has been reconstructed and realigned to upgrade the roadway and to provide for, among other benefits, a safer travel route for the public; and

WHEREAS, during the realignment of Taylor River Road certain fencing (herein "New Fencing") was installed on the Owners' real property along Taylor River Road described as follows:

> Lots 1 through 4 and part of Lot 5, Taylor River Tracts as identified on the plat titled "Fifer Tract in Allen's Taylor River Tracts" recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 13, 1971, bearing Reception No:284150 along with and to include that parcel titled "Tract A" as described in that certain Special Warranty Deed recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on October 6, 1999, bearing Reception No: 496913, all located within the SE1/4NE1/4 of Section 27 and the SW1/4NW1/4 of Section 27, Township 15 South, Range 84 West, 6th P.M.,
>
> County of Gunnison,
> State of Colorado (herein "Real Property"); and

WHEREAS, Gunnison County and Owners intend to acknowledge and clarify the purpose of said New Fencing in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above which are valuable and adequate and the terms of understanding below, Gunnison County and Owners agree to the following:

1. The location and alignment of New Fencing as it crosses the Real Property does not indicate or identify a right of way, easement or the property line of the Real Property.

2. Gunnison County and Owners have agreed upon the location of the fencing across the Real Property for the purpose of:

   A. Allowing for additional setback for snow removal reasons; and

   B. Protection of fencing; and

   C. Livestock containment and/or control.

3. This Agreement contains the entire final agreement between the parties hereto with respect to the subject matter herein, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the subject matter herein.

4. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

OWNERS:

By: _____
Richard C. Allred

By: _____
Ann Allred Kable

FENCE LINE AGREEMENT

THIS FENCE LINE AGREEMENT (herein "Agreement") is entered into this ____ day of _____, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein "Gunnison County") and DONALD G. DUNBAR and MARILYN J. DUNBAR, TRUSTEES under the DONALD G. DUNBAR REVOCABLE AGREEMENT OF TRUST dated August 15, 1974, as amended, whose address is PO Box 456, Almont, Colorado 81210 (herein "Owner").

RECITALS

WHEREAS, the Taylor River Road a/k/a County Road 742 (herein "Taylor River Road") has been reconstructed and realigned to upgrade the roadway and to provide for, among other benefits, a safer travel route for the public; and

WHEREAS, during the realignment of Taylor River Road certain fencing (herein "New Fencing") was installed on the Owner's real property along Taylor River Road as described in Exhibit "A" attached hereto and incorporated herein by reference (herein "Real Property"); and

WHEREAS, Gunnison County and Owner intends to acknowledge and clarify the purpose of said New Fencing in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above which are valuable and adequate and the terms of understanding below, Gunnison County and Owner agree to the following:

1. The location and alignment of New Fencing as it crosses the Real Property does not indicate or identify a right of way, easement or the property line of the Real Property.

2. Gunnison County and Owner have agreed upon the location of the fencing across the Real Property for the purpose of:

    A. Allowing for additional setback for snow removal reasons; and

    B. Protection of fencing; and

    C. Livestock containment and/or control.

3. This Agreement contains the entire final agreement between the parties hereto with respect to the subject matter herein, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the subject matter herein.

4. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

OWNER:

DONALD G. DUNBAR and MARILYN J. DUNBAR, TRUSTEES
under the DONALD G. DUNBAR REVOCABLE AGREEMENT OF TRUST,
dated August 15, 1974, as amended

By: Donald G. Dunbar
Donald G. Dunbar, Trustee

By: Marilyn J. Dunbar
Marilyn J. Dunbar, Trustee

Exhibit "A"

476734 07/10/1997 04:15P 319
2 of 2 R 11.00 D 0.00 N 0.00 Gunnison County

Township 51 North, Range 1 East, N.M.P.M.

Section 14: A tract of land within the N1/2SE1/4 of said Section more particularly described as follows:

Beginning at a point which is the center quarter corner of said Section 14, thence the following courses around said tract:

1. South 44°41'04" East 1800.24 feet along the diagonal drawn from said center quarter corner to the SE1/16 corner of said Section 14, to a point on the northwesterly boundary of the County of Gunnison property, (as recorded in Book 397 at page 346 of the records of Gunnison County);

2. Along said boundary, along the arc of a curve to the right a distance of 277.54 feet, said curve having a radius of 1932.94 feet and a long chord of North 42°02'22" East 277.31 feet;

3. North 46°09'00" East 371.65 feet along said boundary;

4. Along said boundary, along the arc of a curve to the left a distance of 426.81 feet, said curve having a radius of 335.23 feet and a long chord of North 09°45'40" East 397.76 feet;

5. North 26°38'00" West 467.38 feet along said boundary to a point on the east-west center section line of said Section 14;

6. North 65°33'00" West 1583.24 feet along said east-west center section line to the center quarter corner of said Section 14, said corner also being the POINT OF BEGINNING of the herein described tract.

County of Gunnison,
State of Colorado.

FENCE LINE AGREEMENT

THIS FENCE LINE AGREEMENT (herein "Agreement") is entered into this ____ day of _____, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein "Gunnison County") and WILDER RANCH PROPERTIES, L.L.C. a Tennessee limited liability company, whose address is 9202 S. Northshore Drive, Suite 200, Knoxville, Tennessee 37922 (herein "Owner").

RECITALS

WHEREAS, the Taylor River Road a/k/a County Road 742 (herein "Taylor River Road") has been reconstructed and realigned to upgrade the roadway and to provide for, among other benefits, a safer travel route for the public; and

WHEREAS, during the realignment of Taylor River Road certain fencing (herein "New Fencing") was installed on the Owner real property along Taylor River Road described as follows:

> Lot 9, as identified on the final plat for Wilder on the Taylor, Phase 1, titled "Final Plat Wilder on the Taylor – Phase 1 Situated in the W1/2E1/2, E1/2SE1/4 and the W1/2, Section 28, E1/2NE1/4 and the SE1/4 of Section 29, NE1/4NE1/4, NW1/4NE1/4, W1/2NW1/4 and a portion of the SE1/4NW1/4 of Section 33, all in Township 15 South, Range 84 West of the 6th Principal Meridian, Gunnison County, Colorado" recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on November 4, 2009, bearing Reception No: 594948.
>
> County of Gunnison,
> State of Colorado (herein "Real Property"); and

WHEREAS, Gunnison County and Owner intend to acknowledge and clarify the purpose of said New Fencing in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above which are valuable and adequate and the terms of understanding below, Gunnison County and Owner agree to the following:

1. The location and alignment of New Fencing as it crosses the Real Property does not indicate or identify a right of way, easement or the property line of the Real Property.

2. Gunnison County and Owner have agreed upon the location of the fencing across the Real Property for the purpose of:

   A. Allowing for additional setback for snow removal reasons; and

   B. Protection of fencing; and

   C. Livestock containment and/or control.

3. This Agreement contains the entire final agreement between the parties hereto with respect to the subject matter herein, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the subject matter herein.

4. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

OWNER:

Wilder Ranch Properties, L.L.C.,
a Tennessee limited liability company

By: _____