AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant of Perpetual Easement; North Gunnison Sewer

Action Requested: County Manager Signature

Parties to the Agreement: Namaste of Western Colorado, L.L.C. and Gunnison County

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

Summary:

This perpetual easement resolves an open issue with the extension of the North Gunnison Sewer to the property that was formally Rocky's Gym.

Fiscal Impact: $500 more was paid to the City then was collected for the original easement.

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

Finance Review: (●) Required ( ) Not Required

Comments:
No Concerns

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/29/2015

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 9/28/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 9/30/2015

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

Agenda Date: 10/6/2015

Revised April 2015

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this 13 day of August 2015 2015, between Namaste of Western Colorado, L.L.C., address: 234 Monte Vista Drive, Gunnison, Colorado 81230, 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 "County", witnesses:

That the Grantor, for and in consideration of payment to the City of Gunnison in the amount of Five Hundred Dollars ($500.00) 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 sewer line system including sewer 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 sewer lines 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. Grantee shall reasonably ensure that construction, installation and use do not cause substantial damage to existing stream banks and shall reasonably restore such banks as may be substantially damaged by such activity. The restoration shall be accomplished as soon as practical after completion of construction, installation, use or maintenance of the sewer 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

_____
Grantor

Manager Namaste Western Colorado, LLC
_____
Grantor

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 12 day of AUGUST, 20 15 by CARL A MOYER AS MANAGER OF NAMASTE OF WESTERN COLORADO L.L.C., A COLORADO LIMITED LIABILITY COMPANY
Witness my hand and official seal.
My commission expires: 3-31-19.

CHERI L. MOYER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19954004697
My Commission Expires March 31, 2019

Cheri L Moyer
Notary Public
Address: GUNNISON, CO 81230

Namaste of Western Colorado, LLC to Violett - Sewer Line Easement

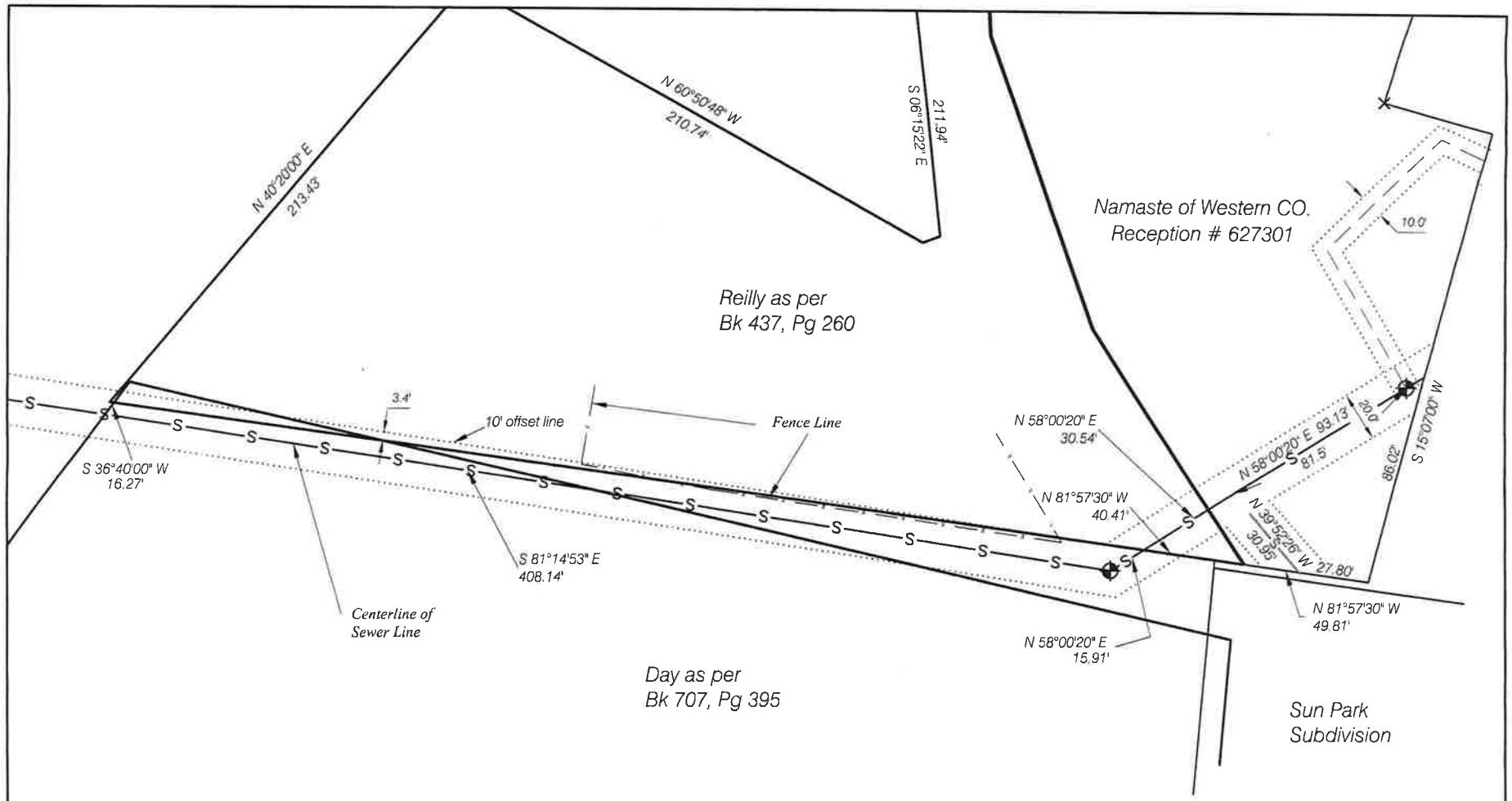
Township 50 North, Range 1 West, N.M.P.M.
Section 25: A 20.00 foot wide sewer line easement located within the NE1/4SW1/4, the centerline of said easement being more particularly described as follows:

Commencing at a point which is the southeasterly corner of the Namaste property as recorded in reception number 627301, from which the southeast corner of said Section 25 bears South 63° 30' 13" East 3493.92 feet, thence North 81° 57' 30" West 27.80' along the south boundary of said Namaste property to an intersection with an existing sewer line, said intersection being the Point of Beginning for the herein described easement, thence the following course:

1. North 39° 52' 26" West 30.95 feet along said centerline to a point of intersection with the southeasterly boundary of an existing sewer line easement, said easement being described at reception number 627073, this point being the terminus of the herein described easement.

The sidelines of the herein described easement are to be shortened or lengthened so as to, begin on said south boundary and end on said southeasterly boundary.

County of Gunnison,
State of Colorado.



Plat of Reilly, Day & Namaste Sewer Line Easement Locations

Note: This Plat is a graphical representation of the underground sewer line location. This is not to be used for easement or boundary location.

Scale: 1"=60'	Date: 04/13/15	LT:
Drawn: SH	Checked: SH	Job: 05005

EXHIBIT A
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