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: Mary Greenberg Trust and Gunnison County

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

Summary:

Perpetual easement agreement for extension of the North Gunnison sewer. Easement for work on private property rather than in the road where there were utility conflicts.

Fiscal Impact: $3,000 paid as part of the grant/loan project

Submitted by: Marlene 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 _____ day of _____, 2015, between Mary Greenberg Trust, address: 3237 SW Westover Road, Topeka, Kansas 66604, 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 previously paid by Grantee to or for Grantor in the amount of Three Thousand Dollars ($3,000) 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

Mary Greenberg
Grantor

Mark Greenberg
Grantor

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 3rd day of September, 2015, by Mary & Mark Greenberg

Witness my hand and official seal.
My commission expires: 6-28-16.

Deborah Ferchau
Notary Public
Address:

NOTARY PUBLIC
DEBORAH FERCHAU
STATE OF COLORADO

Greenburg Sewer Line Easement

Lot 38 and 39, Gunnison River Filing No. 2 subdivision, according to the official plat thereof filed May 28, 1971, bearing Reception No. 284268:

An Easement for sewer line purposes 20 feet wide lying 10 feet on each side of the following described centerlines:

Easement A

Beginning at a point which is the intersection of the northeast boundary of said Lot 38 with the centerline of an existing sewer line, said point of intersection being South 30° 55' 09" East 7.20 feet more or less from the northeast corner of said Lot 38, thence the following courses:

1. South 58° 46' 08" West 18.85 feet along said centerline to a manhole;
2. South 56° 33' 06" West 160.14 feet along said centerline to a manhole;
2. South 66° 49' 07" West 11.77 feet more or less along said centerline to the northwest boundary of said Lot 39, 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 meet at angle points, begin on said northeast boundary and end on said northwest boundary.

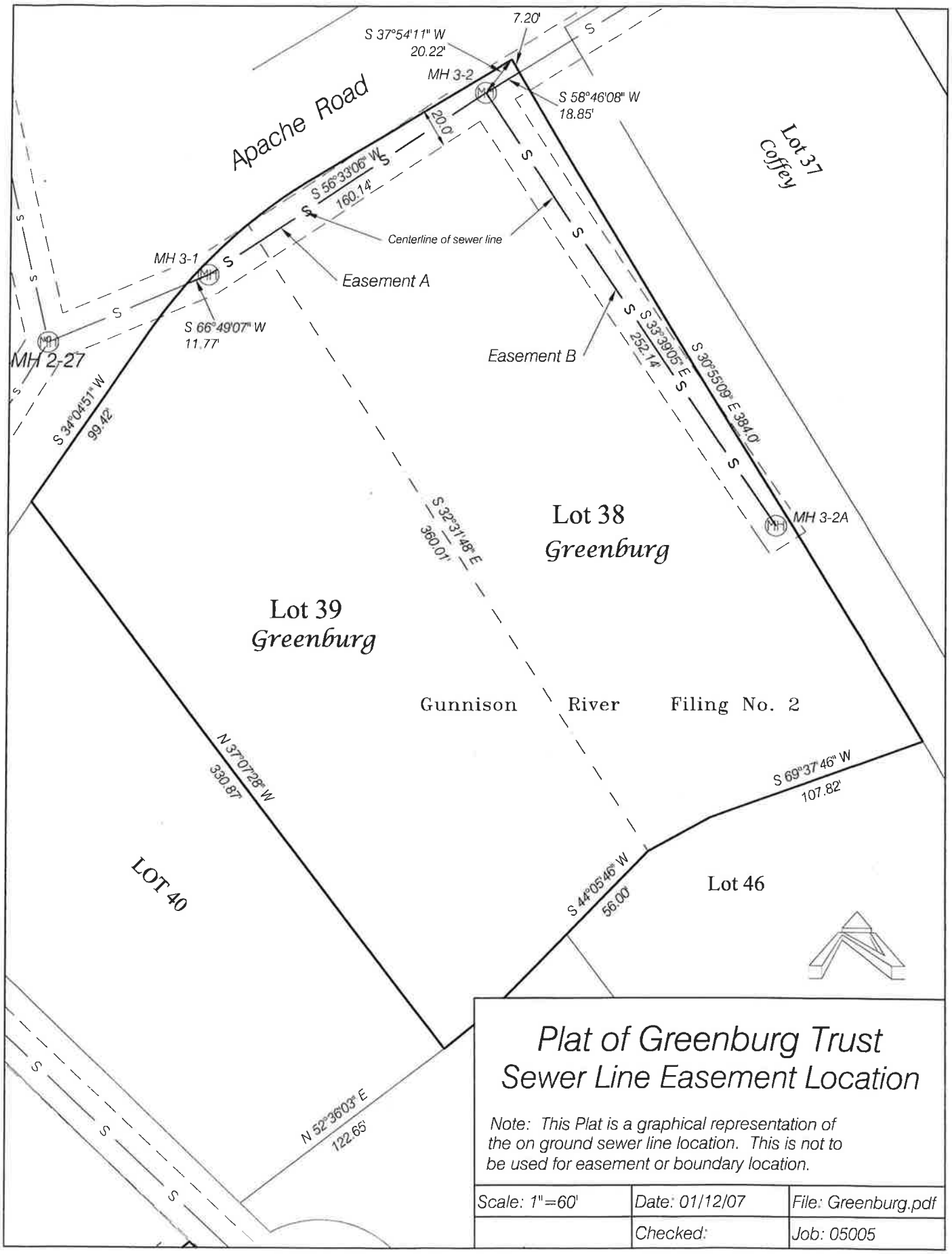
County of Gunnison,
State of Colorado.

Easement B

Beginning at a sewer manhole which bears South 37° 54' 11" West 20.22 feet more or less from the northeast corner of said Lot 38, thence the following courses:

1. South 33° 39' 05" East 252.14 feet along said centerline to a manhole;
2. South 33° 39' 05" East 10.00 feet, this point being the terminus of the herein described easement.

County of Gunnison,
State of Colorado.


Apache Road
S 37°54'11" W
20.22'
7.20'
MH 3-2
S 58°46'08" W
18.85'
20.0'
S 56°33'06" W
160.14'
Centerline of sewer line
Easement A
MH 3-1
S 66°49'07" W
11.77'
MH 2-27
S 34°04'51" W
99.42'
Easement B
S 33°39'05" E
252.14'
S 30°55'09" E 384.0'
MH 3-2A
Lot 37
Coffey
Lot 38
Greenburg
S 32°31'48" E
360.01'
Lot 39
Greenburg
Gunnison River Filing No. 2
N 37°07'28" W
330.87'
S 69°37'46" W
107.82'
S 44°05'46" W
56.00'
Lot 46
LOT 40
N 52°36'03" E
122.65'
Plat of Greenburg Trust
Sewer Line Easement Location
Note: This Plat is a graphical representation of the on ground sewer line location. This is not to be used for easement or boundary location.
Scale: 1"=60'
Date: 01/12/07
File: Greenburg.pdf
Checked:
Job: 05005