AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Covenant for Road Maintenance; High Cimarron, LLC

Action Requested: Motion

Parties to the Agreement:

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

Summary:

High Cimarron LLC received approval for a road to access a private residential development with the condition that the applicant would create covenants to ensure the ongoing maintenance of the access road which would occur a the expense of the HOA. The County Attorney has requested

Fiscal Impact:

Submitted by: Russell Forrest **Submitter's Email Address:** rforrest@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 3/25/2016 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/1/2016

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 4/5/2016

Revised April 2015

COVENANT FOR ROAD MAINTENANCE

This Covenant for Road Maintenance (this "Covenant"), dated effective as of March 1, 2016, is from HIGH CIMARRON LLC, a Colorado limited liability company with an address of 4730 South Downing Street, Englewood, Colorado 80113 ("High Cimarron") and is to and for the benefit of GUNNISON COUNTY, COLORADO (the "County").

RECITALS

A. High Cimarron is the owner of certain real property situated partially in Gunnison County, Colorado, which real property is more particularly described in Exhibit A attached hereto (the "Subject Property").
B. High Cimarron has constructed and/or improved an access road running from County Road 858 to and throughout the Subject Property, which road is depicted on Exhibit B attached hereto (the "Access Road").
C. Gunnison County has approved a Minor Impact Land Use Permit for the Subject Property, which contemplates the construction and use of certain private residences and communal amenities, subject to certain agreements and covenants concerning the maintenance of the Access Road.
D. High Cimarron and the County desire that this Covenant be executed and recorded in order to set forth and establish such agreements and undertakings concerning the maintenance of the Access Road.

NOW THEREFOR, in consideration of the approval of High Cimarron's Minor Impact Land Use Permit and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, High Cimarron and the County agree as follows:

1. High Cimarron shall fund and perform road maintenance on the Access Road to the reasonable satisfaction of the County to maintain safe access to the Subject Property and the safe use of the Access Road. Such maintenance shall be at the sole cost of High Cimarron and shall not create an fiscal obligation on the County.
2. This Covenant and the provisions hereof shall be enforceable by the County in its sole discretion in law or in equity, including the remedy of specific enforcement. All costs and expenses incurred by the County in enforcing this Covenant, including reasonable attorneys' fees, shall be paid by High Cimarron.
3. At such time as a homeowners' association for the Subject Property (the "HOA") has been established, all of High Cimarron's obligations and responsibilities under this Covenant shall automatically be deemed transferred to and assumed by the HOA.
4. This Covenant shall not be amended or repealed without the prior written consent of the County in its reasonable discretion.
5. This Covenant shall run with the land and be binding upon and inure to the benefit of the parties hereto and their successors and assigns forever.

IN WITNESS WHEREOF, and intending to be legally bound, High Cimarron has executed this Covenant to be effective as of the date first written above.

HIGH CIMARRON LLC

By:_____

James Aronstein, its Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 1st day of March, 2016 by James Aronstein, acting in his capacity as the manager of High Cimarron LLC.

Witness my hand and official seal.

My commission expires: Feb. 20th 2019

_____

Notary Public

TESLA J HECK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154007409
MY COMMISSION EXPIRES FEBRUARY 20, 2019

EXHIBIT A

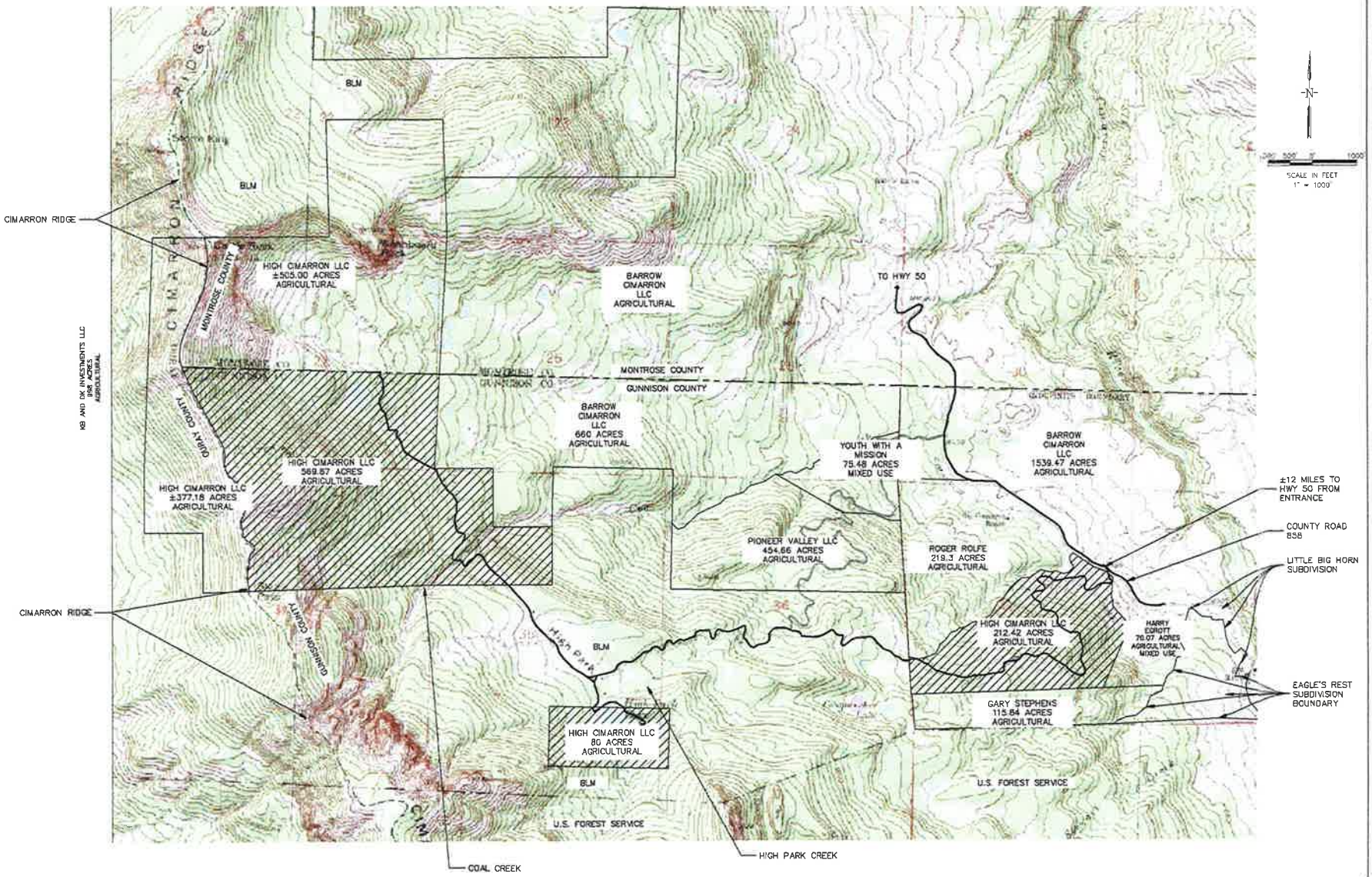
CIMARRON MOUNTAIN CLUB
PROPERTY DESCRIPTION

SECTION 22: SE1/4
SECTION 27: ALL
SECTION 28: E1/2E1/2
SECTION 33: NE1/4NE1/4
SECTION 34: N1/2
SECTION 35: W1/2NW1/4, SE1/4NW1/4 AND LOTS 9 AND 10

ALL THE ABOVE DESCRIBED PROPERTY IN TOWNSHIP 47 NORTH, RANGE 7 WEST, N.M.P.M. AND LYING IN GUNNISON, MONTROSE AND OURAY COUNTIES, COLORADO

EXHIBIT B

Access Road shown in dark black (not gray road through YWAM)



VICINITY MAP

CIMARRON MOUNTAIN CLUB
GUNNISON COUNTY

MESA ENGINEERING & SURVEYING CO., INC.
330 SOUTH 5TH STREET
MONTROSE, CO 81401
PHONE: (970) 249-7771
FAX: (970) 249-7773

REVISIONS | DATE

SHEET PAGE 1 OF 1

VC.1

BOARD OF COUNTY COMMISSIONERS ACCEPTANCE

The Board of County Commissioners of the County of Gunnison, Colorado hereby approves and accepts the Covenant for Road Maintenance submitted by High Cimarron, LLC, a Colorado limited liability company.

Dated this _____ day of April, 2016.

Board of County Commissioners
of the County of Gunnison, Colorado

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk