AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant of Temporary Easement; Dale W. & Judith G. C

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Dale W. & Judith Collins and Gunnison County

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

Summary:

When we were in Marble you looked at the work that needed to be done on the Collins property to stabilize the slope and widen the road in order to create a ditch. The temporary easement for the project and a permanent easement for maintenance were approved by David B and signed by the

Fiscal Impact: Quarry is providing the engineering and work

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/12/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 10/14/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 10/14/2016

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

Agenda Date: 10/18/2016

Revised April 2015

GRANT OF TEMPORARY EASEMENT

THIS GRANT OF TEMPORARY EASEMENT, made this ____ day of _____, 2016, between Dale W. & Judith G. Collins, address 8283 W. Iliff Lane, Lakewood, CO 80227-3018, 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 "Grantee" witnesses:

That the Grantor, for and in consideration of the covenants herein, which are hereby acknowledged to be valuable and sufficient, grants a temporary easement (hereinafter "Easement") to Grantee, its successors and assigns, into and across the real property described in Exhibit A, a one page document attached hereto and incorporated herein, for the term beginning _____ and ending _____, for the purposes of clean-up of a debris flow and construction of a marble block retaining wall to stabilize and widen the public road known as the Quarry Road these purposes include but are not limited to the right to ingress and egress across the existing driveway including removal and replacement of the locked gate at the entrance to allow access for heavy equipment, and 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, including vegetation and small trees along the driveway below the gate. The Easement shall be the shaded portion identified in Exhibit B, a one-page document attached hereto and incorporated herein. Grantee shall clean up the debris flow and build the marble block retaining wall wholly within that Easement.

At the conclusion of the term of this temporary easement, and without payment of additional money by Grantee, Grantor shall grant to Grantee a perpetual easement, generally in the form of Exhibit C, attached hereto and incorporated herein.

The Grantee will rebuild the slope so that the soil will reach an angle of natural repose, which will minimize future erosion; however, 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. Grantor and Grantee acknowledge that a portion of the Easement is sparsely vegetated slope with no grasses feasible.

Reasonable efforts shall be made by Grantee to provide the Grantors with 24-hour 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.

The Grantee shall surrender the Property upon the expiration of the term of this Easement.

The person executing this conveyance of Grantor's behalf warrants his authority to do so.

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

BOARD OF COUNTY COMMISSIONERS,
GUNNISON COUNTY, COLORADO

_____
Chairman

Attest:

_____
Clerk

Dale W Collins
Grantor

Judith G Collins
Grantor

STATE OF Colorado)
)
COUNTY OF Jefferson)

The foregoing was signed and acknowledged before me this 3rd day of Oct., 2016, by Dale W. Collins and Judith G. Collins.

Witness my hand and official seal.
My commission expires: 2-8-2019.

CHRISTINE E QUINONEZ
Notary Public
State of Colorado
Notary ID: 19944019747
My Commission Expires Feb. 8, 2019

Christine E Quinonez
Notary Public
Address: 1858 S. Wadsworth Blvd.
Lakewood, Co 80232

EXHIBIT C

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this _____ day of _____, 20__, between _____, address: _____, 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 "Grantee", witnesses:

That the Grantor, for and in consideration of the covenants herein which are hereby acknowledged to be valuable and sufficient for this Grant of Perpetual Easement, grants a perpetual easement (hereinafter "Easement") to Grantee, its successors and assigns, in and to the real property described in Exhibit A, a one page document attached hereto and incorporated herein for purposes of clean-up of any debris which has fallen onto the property, these purposes include but are not limited to the right to ingress and egress across the existing driveway including removal and replacement of the locked gate at the entrance to allow access for heavy equipment, 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, including vegetation and small trees along the driveway below the gate. The Easement shall be the shaded portion identified in Exhibit B, a one-page document attached hereto and incorporated herein. Grantor shall clean up any debris which has fallen from the public road, known as the Quarry Road, and remove the debris from the property, and remove such debris from the property wholly within that Easement.

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 no 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

Dale W Collins

Grantor

Judith G Collins

Grantor

STATE OF COLORADO)
Jefferson)
COUNTY OF ~~GUNNISON~~)

The foregoing was signed and acknowledged before me this 3rd day of Oct, 2006, by Dale W. Collins & Judith G Collins.

Witness my hand and official seal.
My commission expires: 2-8-2019.

CHRISTINE E QUINONEZ
Notary Public
State of Colorado
Notary ID: 19944019747
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That the Grantor, for and in consideration of the covenants herein, which are hereby acknowledged to be valuable and sufficient, grants a temporary easement (hereinafter "Easement") to Grantee, its successors and assigns, into and across the real property described in Exhibit A, a one page document attached hereto and incorporated herein, for the term beginning 10/18/16 and ending 12/31/16, for the purposes of clean-up of a debris flow and construction of a marble block retaining wall to stabilize and widen the public road known as the Quarry Road these purposes include but are not limited to the right to ingress and egress across the existing driveway including removal and replacement of the locked gate at the entrance to allow access for heavy equipment, and 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, including vegetation and small trees along the driveway below the gate. The Easement shall be the shaded portion identified in Exhibit B, a one-page document attached hereto and incorporated herein. Grantee shall clean up the debris flow and build the marble block retaining wall wholly within that Easement.

At the conclusion of the term of this temporary easement, and without payment of additional money by Grantee, Grantor shall grant to Grantee a perpetual easement, generally in the form of Exhibit C, attached hereto and incorporated herein.

The Grantee will rebuild the slope so that the soil will reach an angle of natural repose, which will minimize future erosion; however, 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. Grantor and Grantee acknowledge that a portion of the Easement is sparsely vegetated slope with no grasses feasible.

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Chairman

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Dale W Collins
Grantor

Judith G Collins
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STATE OF Colorado)
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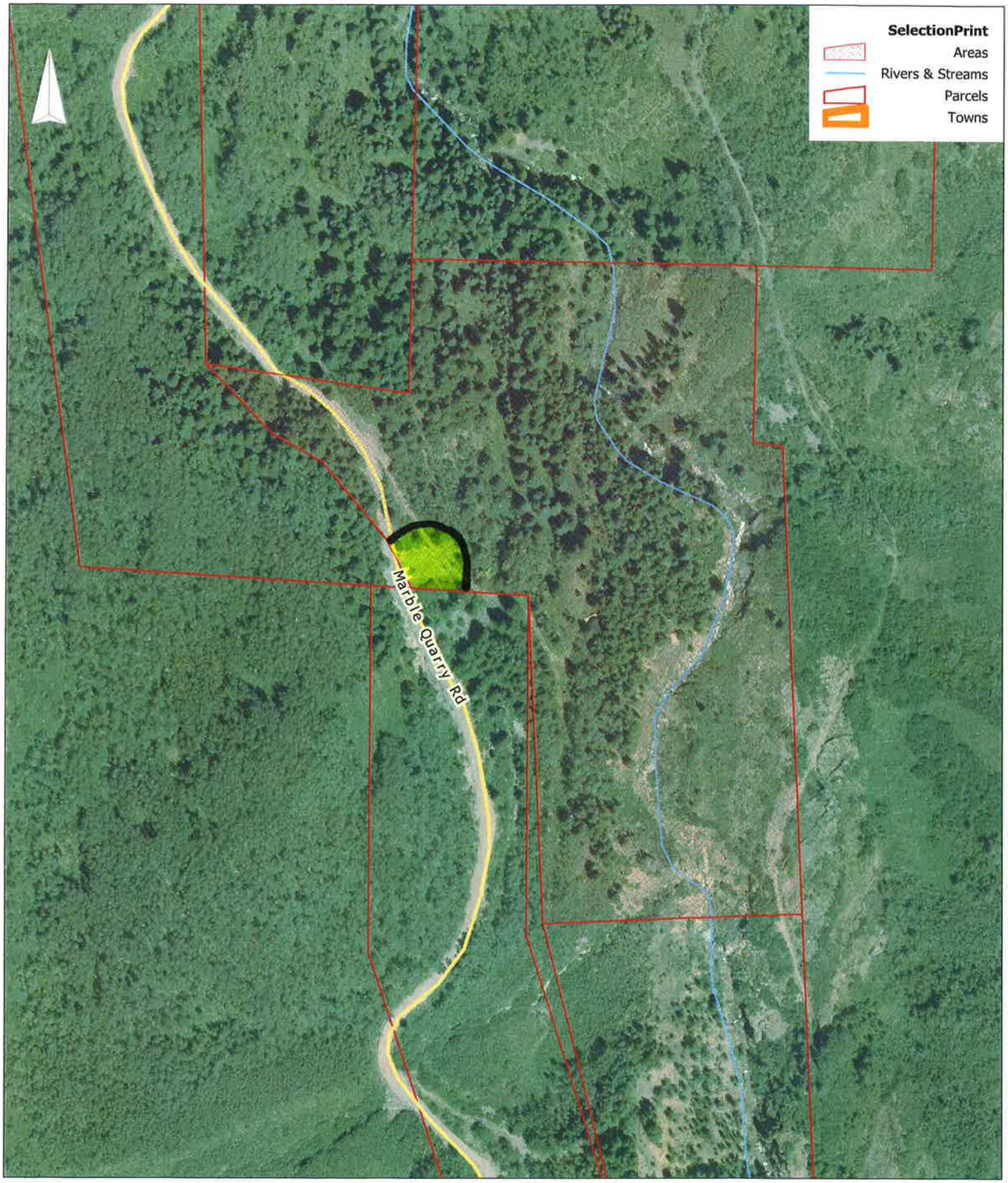
Lakewood, Co 80232

EXHIBIT A

The land referred to in this document is described as follows:

18.15 tract in Yule Placer & Lot 10, Sec 36, T11S R88W.

EXHIBIT B



Scale = 1:2800

Monday, September 19, 2016

EXHIBIT C

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this _____ day of _____, 20__, between _____, address: _____, 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 "Grantee", witnesses:

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