AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Cottonwood Pass Project Update; Century Link Reque

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

At the last Board meeting I advised the Board that Century Link was interested in placing a conduit as part of the CR#209 project.

Fiscal Impact: None to Gunnison County

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Marlene's summary is correct. The BOCC does not have the authority to grant the easement for the conduit/cable. 11/18/16

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 11/18/2016 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/18/2016

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 11/22/2016

Revised April 2015

CR742 & CR207

COPY

1015-03
GUN101503 DR
47 06 Taylor Canyon/Cottonwood

PUBLIC ROAD EASEMENT

THIS EASEMENT, dated this 20 day of August, 1986, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Gunnison County Board of Commissioners, hereinafter called Grantee:

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over and across certain lands or assignable easements owned by the United States in the County of Gunnison, State of Colorado, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for public roads, called Taylor Canyon and Cottonwood Pass Roads and highways, along and across a strip of land, 100 feet in width, hereinafter defined as the right-of-way, over and across the following described lands in the County of Gunnison, State of Colorado.

T.51N., R.1E., NMPM
Sections 14 and 23

T.15S., R.84W., 6th PM
Sections 13, 22, 23, 24, 27 and 32

T. 15S., R.83W., 6th PM
Sections 2, 9, 10, 11, 17 and 18

T.14S., R.83W., 6th PM
Section 24

T.14S., R.82W., 6th PM
Sections 9, 10, 11, 12, 15, 16, 19 and 20

T.14S., R.81W., 6th PM
Sections 7, 8, 9, 10, 11 and 14

GUN101503 is partially superceeded by HED 7/13/11. GUN101503 needs to be amended to reflect this. cm

The word "right-of-way", when used herein, means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment thereof.

The right-of-ways are shown approximately on the map Exhibit A, attached hereto and made a part hereof.

This grant is made subject to the following terms, provisions and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.

2. The easement herein granted is limited to use of the described right-of-way for the purpose of reconstructing, operating and maintaining a highway and does not include the grant of any rights for non-highway purposes or facilities; Provided, that the Forest Service shall not

exercise its right to use or authorize the use of any portion of the right-of-way for non-highway purposes, when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, that nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside the construction limits.

3. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications and written stipulations approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.

4. Consistent with highway safety standards, the Grantee shall:

(a) Protect and preserve soil and vegetative cover and scenic and aesthetic values on the right-of-way outside the construction limits.

(b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the re-construction, operation or maintenance of the highway, and shall vegetate and keep vegetated with suitable species, all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the Forest Supervisor and Grantee prior to re-constructing the highway. The Grantee shall also maintain all terracing, water bars, leadoff ditches or other preventative works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after re-construction.

5. The Grantee shall establish no borrow, sand or gravel pits, stone quarry, permanent storage areas, sites for highway-operation and maintenance facilities, camps, supply depots or disposal areas within the right-of-way, unless shown on approved reconstruction plans and without first obtaining approval of the Forest Supervisor.

6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals and exact segments of the right-of-way to be chemically treated.

7. The Grantee does, by acceptance of this document, covenant and agree for itself, its assigns and its successors in interest to the property herein granted or any part thereof, that the covenant set forth below shall attach to and run with the land:

(a) That the Grantee shall operate the described property and its appurtenant areas and its building and facilities whether or not on the land herein granted, as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document, to the end that no persons in the United States shall, on the grounds of race, sex, color, religion or natural origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its assigns and successors, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land herein conveyed.

The Chief, Forest Service, may terminate this easement or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) period of non-use, or (4) by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its Deputy Regional Forester, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60 and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first written above.

UNITED STATES OF AMERICA

By _____

Deputy Regional Forester
Forest Service
Department of Agriculture

ACKNOWLEDGMENT

State of Colorado)
Gunnison) ss:
County of Jefferson)

On this 17 day of Feb, 1987, before me, Joanne M Rentzer the undersigned officer, personally appeared Dennis Lenander known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joanne M Rentzer
Notary Public
County Clerk

(Seal)

My Commission expires: NA

This Easement, with terms and conditions contained herein, is hereby accepted by Grantee.

February 17, 1987
Date

Chairman, Gunnison County Board of Commissioners

ACKNOWLEDGMENT

State of Colorado)
) ss:
County of Jefferson)

On this 20 day of August, 1987, before me Susan L. Mahollond the undersigned officer, personally appeared James L. Breeden known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan L. Mahollond
Notary Public

(Seal)

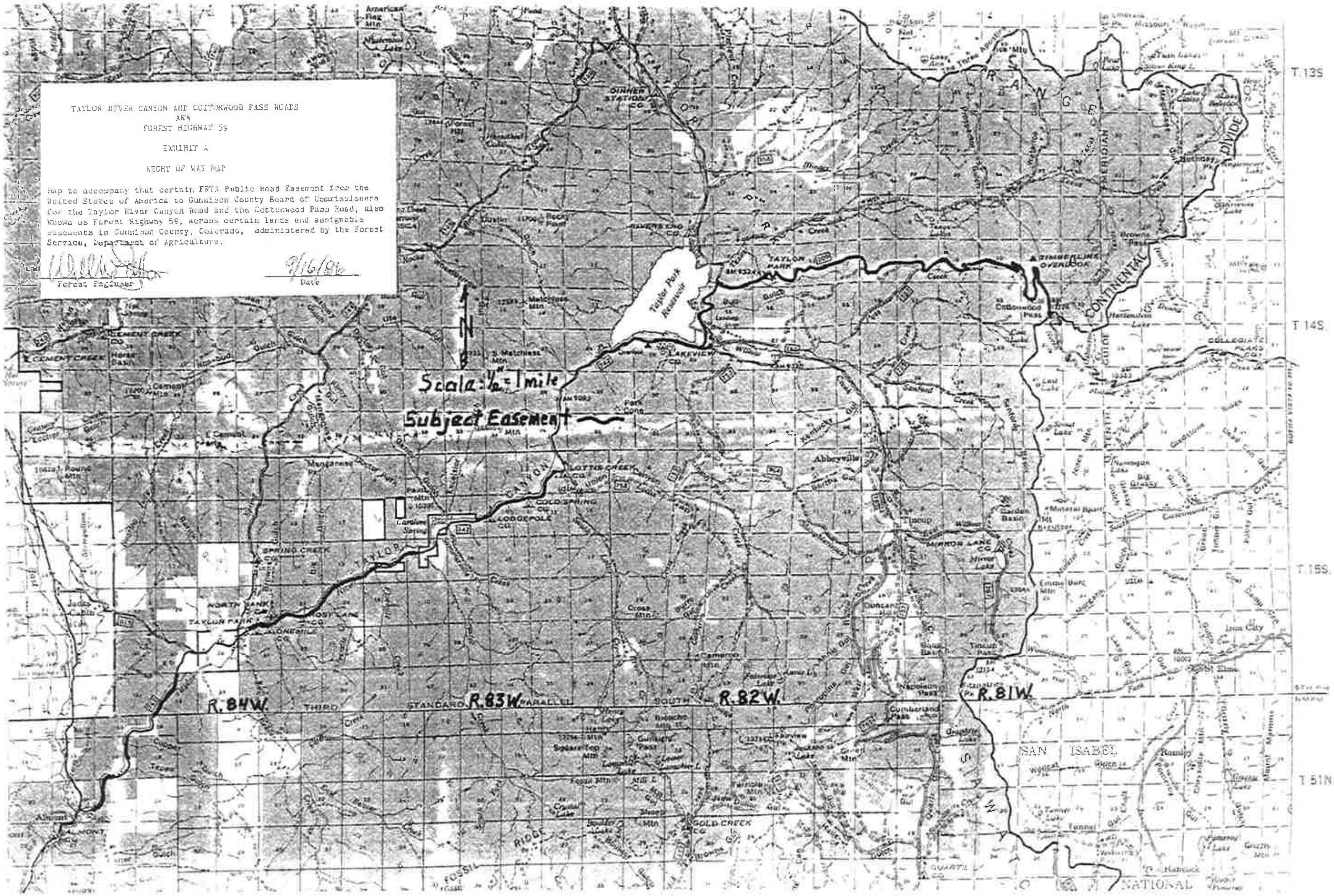
My Commission expires: 11-27-90

TAYLOR RIVER CANYON AND COTTONWOOD PASS ROADS
AKA
FOREST HIGHWAY 59

EXHIBIT A

RIGHT OF WAY MAP

Map to accompany that certain FHTA Public Road Easement from the United States of America to Gunnison County Board of Commissioners for the Taylor River Canyon Road and the Cottonwood Pass Road, also known as Forest Highway 59, across certain lands and assignable easements in Gunnison County, Colorado, administered by the Forest Service, Department of Agriculture.

[signature]
Forest Engineer

9/16/96
Date