AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant of Perpetual Easement; Fairway Condominium A

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Fairway Condominium Association and Gunnison County

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

Summary:

This easement is for the extension of the water line through Fairway Condos parking area

Fiscal Impact: They will pay us $14,000

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: 1/3/2017

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 1/4/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/4/2017

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

Agenda Date: 1/10/2017

Revised April 2015

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this _____ day of _____, 20____, between Fairway Condominium Association, address: P.O. Box 1012, Gunnison, CO 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 previously paid by Grantee to or for Grantor in the amount of Ten Dollars ($10.00) 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 water line system, 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 water 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 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

John M. Bates
_____
John Bates, President
Fairway Condominium Association

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 3rd day of January, 2017, by John M. Bates.

Witness my hand and official seal.
My commission expires: 6-28-20.

DEBORAH FERCHAU
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19954016450
My Commission Expires June 28, 2020

Deborah Ferchau
_____
Notary Public
Address: 305 S. Wisconsin
Gunnison CO 81230

Terry Zerger

Terry Zerger, Vice President
Fairway Condominium Association

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 3rd day of January, 2017, by Terry Zerger.

Witness my hand and official seal.
My commission expires: 6-28-20.

DEBORAH FERCHAU
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19954016450
My Commission Expires June 28, 2020

Deborah Ferchau

Notary Public
Address: 305 S. Wisconsin
Gunnison CO 81230

John McCarthy, Secretary/Treasurer
Fairway Condominium Association

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 3rd day of January, 2017, by John McCarthy.

Witness my hand and official seal.
My commission expires: 6-28-20.

DEBORAH FERCHAU
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19954016450
My Commission Expires June 28, 2020

Deborah Ferchau

Notary Public
Address: 305 S. Wisconsin
Gunnison CO 81230

EXHIBIT A

WATER LINE EASEMENT

WITHIN FAIRWAY CONDOMINIUMS PROPERTY
BUILDINGS B, C, D, AND E
GUNNISON COUNTY, COLORADO

A tract of land within the NE1/4NW1/4 of Section 10, Township 49 North, Range 1 West, New Mexico Principal Meridian, Gunnison County, Colorado, more particularly described as follows:

Commencing at the north quarter corner of said Section 10, as marked by an aluminum cap monument stamped "LS 25644", thence South 46°23'11" West 510.11 feet to the northeast corner of the Fairway Condominiums Building D property, according to the plat thereof filed at Reception No. 451740 in the records of Gunnison County, Colorado, thence North 62°49'00" East 0.72 feet along the north boundary of the Fairway Condominiums Building C property, according to the plat thereof, filed at Reception No. 359215 in said records, the POINT OF BEGINNING, thence the following courses:

1. North 62°49'00" East 20.13 feet along said boundary;

2. South 20°40'37" East 230.60 feet;

3. South 62°26'52" West 154.44 feet to the west boundary of the Fairway Condominiums Building E property, according to the plat thereof filed at Reception No. 359215 in said records;

4. Thence along said boundary, 37.11 feet along the arc of a curve to left, said curve having a radius of 68.24 feet, and a long chord bearing North 15°05'13" East 36.66 feet, to the southwest corner of said Fairway Condominiums Building D property;

5. Thence along the west boundary of said property, 14.17 feet along the arc of a curve to left, said curve having a radius of 68.24 feet, and a long chord bearing North 04°43'41" West 14.14 feet;

6. North 62°26'52" East 108.81 feet;

7. North 20°40'37" West 190.44 feet to the POINT OF BEGINNING.

This tract contains 0.21 acres more or less.

COLORADO REGISTERED
TIMOTHY F. PEARSON
34979
PROFESSIONAL LAND SURVEYOR

11-11-16

JOB NO. 16-1-4
PEARSON SURVEYING
GUNNISON, CO 8123
970-641-2910

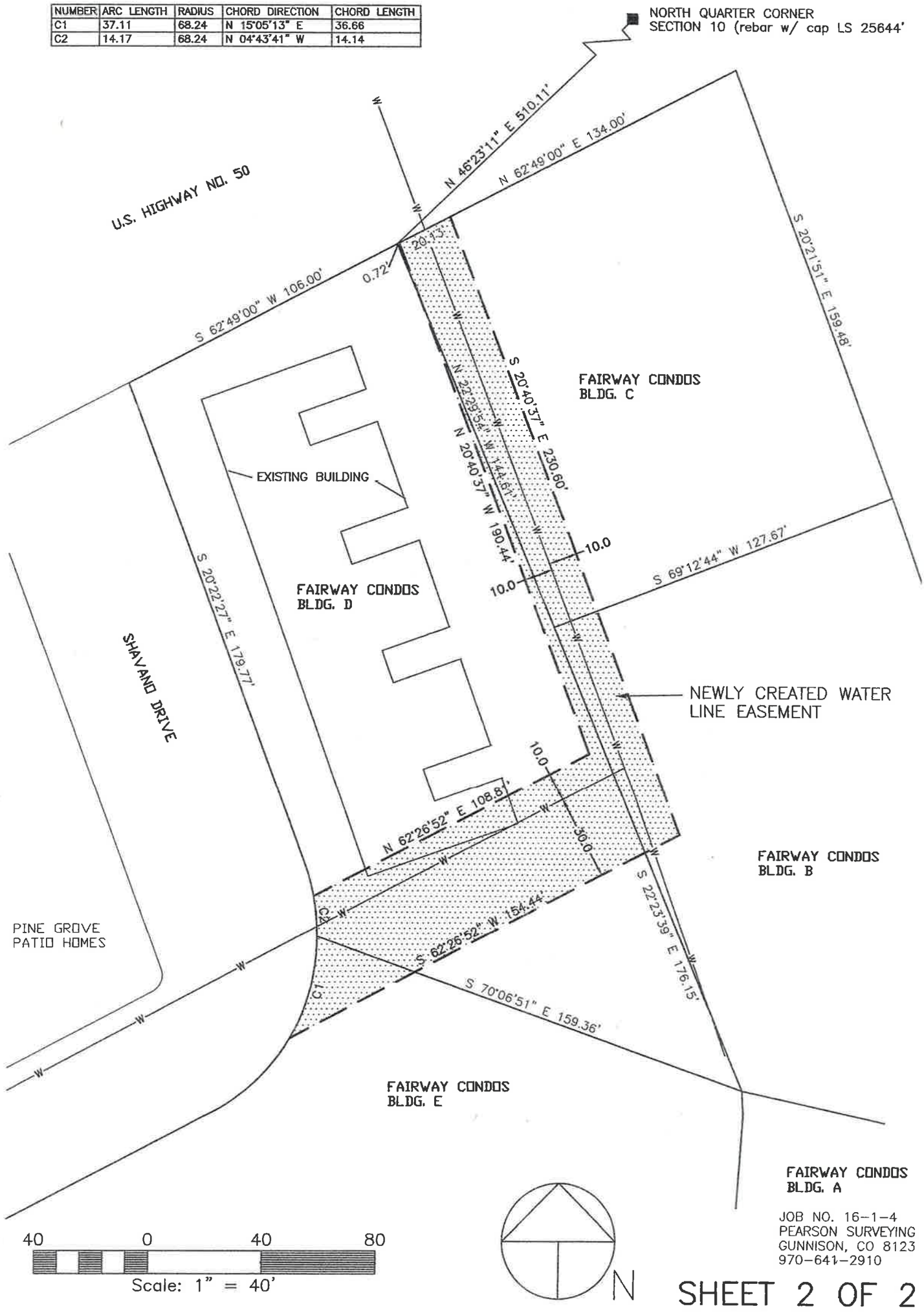
EXHIBIT A

WATER LINE EASEMENT

WITHIN FAIRWAY CONDOMINIUMS PROPERTY
BUILDINGS B, C, D, AND E
GUNNISON COUNTY, COLORADO

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	37.11	68.24	N 15°05'13" E	36.66
C2	14.17	68.24	N 04°43'41" W	14.14



JOB NO. 16-1-4
PEARSON SURVEYING
GUNNISON, CO 8123
970-641-2910

SHEET 2 OF 2