# Agenda Item Submittal

| | |
|---|---|
| **Date of Request** | Apr 30, 2013 |
| **Completion Deadline** | (This is the LAST possible date that you need the package back to your office.) |
| **Desired Agenda Date** | May 7, 2013 |
| **Amount of Time Requested** | Consent |
| **Is this Confidential?** | (Select Yes if it should be kept out of public packet. Leave blank if No.) |
| **Action Requested*** | Please select one or select "Other" and enter in field below.<br>Board of County Commissioners' Signature |
| **Parties to the Agreement** | BOCC and Brighten Hospitality Group, LLC |
| **Term Begins** | 4/29/13 |
| **Term Ends** | |
| **Grant Contract Number** | |
| **Agenda Item*** | (50 Character Limit)<br>Tomichi Village Sewer Line & Lift Station |
| **Summary*** | The construction of the Tomichi Village Sewer Line & Lift Station has been completed and the old lagoon has been decommissioned. Pursuant to the 2009 IGA with the City of Gunnison, Gunnison County shall accept ownership of the sewer line and lift station. Attached please find the Deed of Dedication for the sewer line & lift station and a Grant of Easement for access. David has approved this submittal. The hard copy originals will be in the Admin mail cubby. May I please ask that after the documents have been signed that the originals be returned to the County Attorney's Office for recording. |
| **Fiscal Impact*** | 0 |
| **Submitted By*** | County Attorney's Office for Public Works |
| **Submitter's email address*** | rmagruder@gunnisoncounty.org |
| **Upload any supporting Documents** | Please upload any necessary supporting documents. |

| | |
|---|---|
| **IGA Concerning Wastewater...** | 159.69KB |
| **DOD043013.pdf** | 1.16MB |
| **GrantofEasement043013.pdf** | 1.53MB |

OK OB 5/1/13
no mom. req'd

Summary: The construction of the Tomichi Village Sewer Line & Lift Station has been completed and the old lagoon has been decommissioned. Pursuant to the 2009 IGA with the City of Gunnison, Gunnison County shall accept ownership of the sewer line and lift station. Attached please find the Deed of Dedication for the sewer line and lift station and a Grant of Easement for access. David has approved this submittal.

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS that on this 29th day of April, 2013, the BRIGHTON HOSPITALITY GROUP, L.L.C., a Colorado limited liability company, whose address is 6600 West 20th Street, Unit 17, Greeley, Colorado 80634 (herein "Grantor"), does hereby grant, bargain, sell, and quitclaim forever to the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein "Grantee") free and clear of all liens and encumbrances, and warrant title to the same, any and all ownership, right or claim Grantor currently has or which may be disclosed in the future in the Sewer Line and New Lift Station situate in the County of Gunnison, State of Colorado, the location of which is specifically described in Appendix "A" and Appendix "B" attached hereto and incorporated herein and as identified in Appendix "C" and Appendix "D" attached hereto and incorporated herein.

GRANTOR:

Brighton Hospitality Group, L.L.C.,
a Colorado limited liability company

By: Stephen V. Baldwin
Stephen V. Baldwin, Co-Owner

By: S. Baldwin
Susan R. Baldwin, Co-Owner

STATE OF COLORADO )
)ss.
COUNTY OF ~~WELD~~ Gunnison )

Acknowledged, subscribed and sworn to before me this 29th day of April, 2013, by Stephen V. Baldwin and Susan R. Baldwin, Owners of Brighton Hospitality Group, L.L.C., a Colorado limited liability company, Grantor herein.

Witness my hand and seal.
My commission expires: May 22, 2013

Jeannie Stone
Notary Public
Address: 910 N. Spruce Street
Gunnison, Colorado 81230

JEANNIE STONE
Notary Public
State of Colorado
My Commission Expires May 22, 2013

## ACCEPTANCE

The Board of County Commissioners of the County of Gunnison, Colorado hereby accepts the above dedication of the Sewer Line and New Lift Station known as the Tomichi Division of the Gunnison County Water and Sewer District.

Dated this ___ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON,
COLORADO

By:_____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

# APPENDIX A

A tract of land herein described as the boundary of the Tomichi division of the Gunnison County Sanitation District, located within portions of:

***Township 50 North, Range 1 East, N.M.P.M.***
S1/2, Section 31,
S1/2SW1/4, Section 32

***Township 50 North, Range 1 West, N.M.P.M.***
S1/2SE1/4, Section 36

More particularly described as follows:

Commencing at the Southwest Corner of said Section 32 from whence the brass capped witness corner monument bears North 0° 25′ East, 50.10 feet; Thence North 71° 22′ East, 316.80 feet to a point on the Northerly boundary of U.S. Highway No 50. Said point being the true point of beginning of the herein described tract of land; Thence North 89° 46′ East along said Northerly boundary, 33.48 feet to the Southwest corner of a tract of land known as Kania Parcel 4; thence the following three courses along the boundary of said Kania Parcel;

1. North 13° 43′ 03″ East, 137.26 feet;
2. North 01° 09′ 20″ West, 255.67 feet;
3. North 81° 31′ 31″ East, 112.72 feet to the southwest corner of a tract of land known as Kania Parcel 1; thence the following nine courses along the boundary of said Kania Parcel 1;

1. North 59° 50′ 39″ East, 47.07 feet;
2. North 31° 34′ 00″ East, 165.46 feet;
3. North 88° 27′ 06″ East, 220.22 feet;
4. South 87° 46′ 39″ East, 241.81 feet;
5. South 35° 27′ 00″ East, 76.43 feet;
6. South 36° 25′ 46″ East, 45.18 feet;
7. South 87° 39′ 48″ East, 65.47 feet;
8. North 64° 19′ 40″ East, 80.97 feet;
9. North 70° 57′ 00″ East, 81.40 feet to the Northwest corner of a tract of land known as Kania Easement; Thence the following eleven courses along the boundary of said Easement;

1. North 79° 10′ 40″ East, 14.72 feet;
2. North 48° 29′ 46″ East, 41.49 feet;
3. North 33° 31′ 49″ East, 28.48 feet;
4. South 70° 38′ 40″ East, 15.33 feet;
5. South 27° 06′ 04″ East, 36.80 feet;
6. South 14° 02′ 22″ East, 47.11 feet;
7. South 38° 17′ 49″ East, 36.88 feet;
8. South 30° 14′ 18″ East, 38.85 feet;
9. North 86° 24′ 10″ East, 118.95 feet;
10. North 73° 04′ 42″ East, 63.55 feet;
11. South 67° 48′ 27″ East, 20.04 feet;

Thence South 0° 14′ 17″ East, 42.96 feet to the Northeast corner of a tract of land owned by First State Bank of Hotchkiss in said Section 32 known as the Affordable Inn Property; Thence South 0° 14′ East along the easterly boundary of said Affordable Inn Property, 405.0 feet to a point on said Northerly boundary of U.S. Highway 50; Thence South 89° 46′ West along said Northerly boundary, 98.0 feet; Thence South 0° 14′ East, 50.00 feet; Thence South 89° 46′ West, 7,144.7 feet to a point on the Easterly

boundary of the City of Gunnison; Thence North 0° 03′ 53″ East along said Easterly boundary, 52.13 feet to a point on said Northerly boundary of U.S. Highway 50; Thence the following three courses along said Northerly boundary;

1. South 89° 56′ 47″ East, 424.49 feet;
2. North 89° 44′ 13″ East, 298.30 feet;
3. North 89° 46′ 06″ East, 5,125.44 feet to the true Point of Beginning of the herein described tract of land.

23.67 acres more or less

sb

# APPENDIX "B"

A twenty to forty feet wide utility easement for the purpose of an underground sewer line, located within a portion of Section 32, Township 50 North, Range 1 East, New Mexico Principal Meridian, more particularly described as follows:

Commencing at the Southwest Corner of said Section 32 from whence the brass capped witness corner monument bears North 0°44'15" East, 50.17 feet; Thence North 86° 09' 54" East, 1,592.37 feet to a point on the Northerly right-of-way of U.S. Highway No 50. Said point being the true point of beginning of the herein described easement, ten feet on either side of the following described centerline:

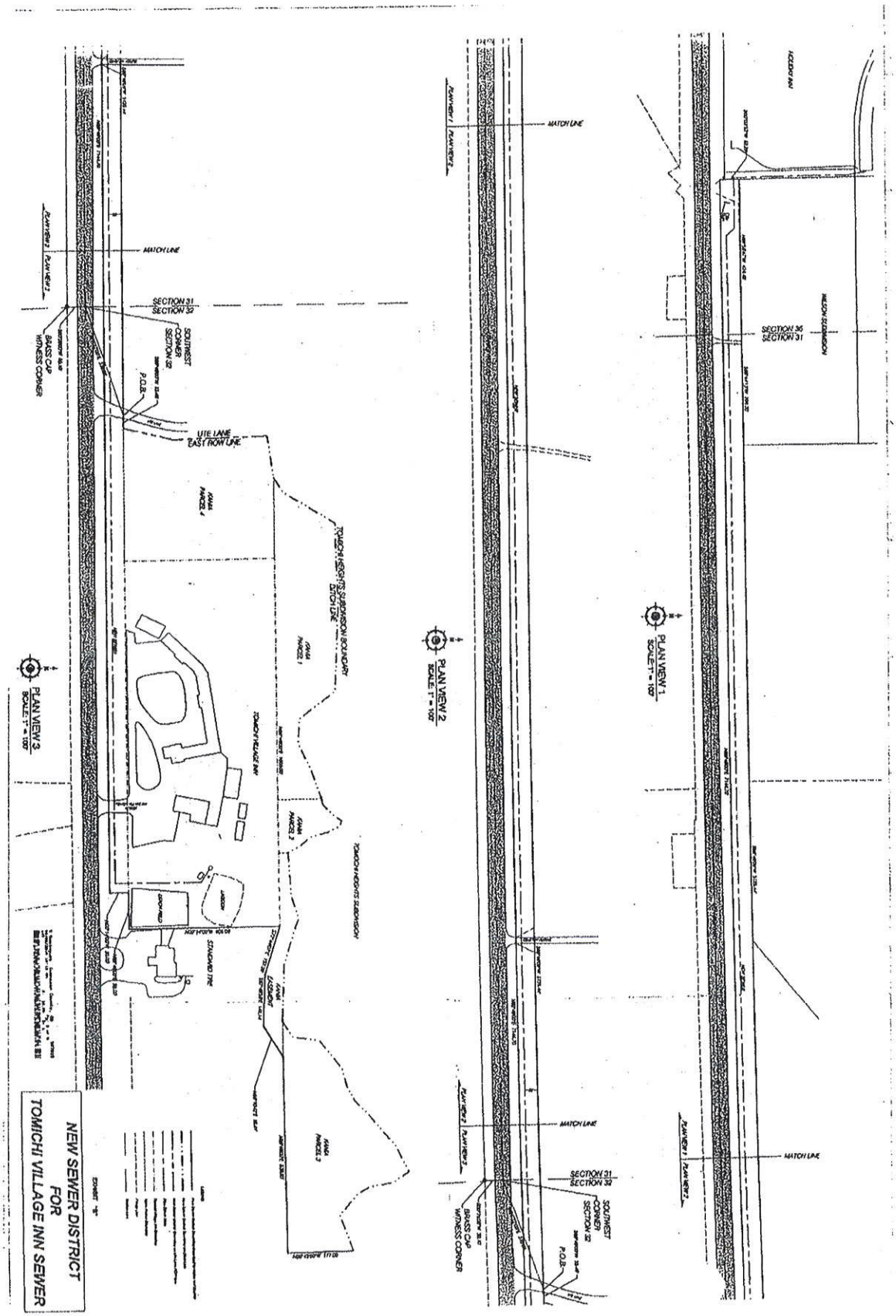
1. North 17° 34' 35" East, 13.93 feet:
2. North 11° 01' 09" West, 25.06 feet:
3. North 19° 53' 24" West, 24.41 feet:
4. North 12° 16' 34" West, 28.20 feet:
5. North 5° 00' 59" East, 79.75 feet:

Thence twenty feet on either side of the following described centerline:

1. North 68° 05' 12" West, 40.53 feet:

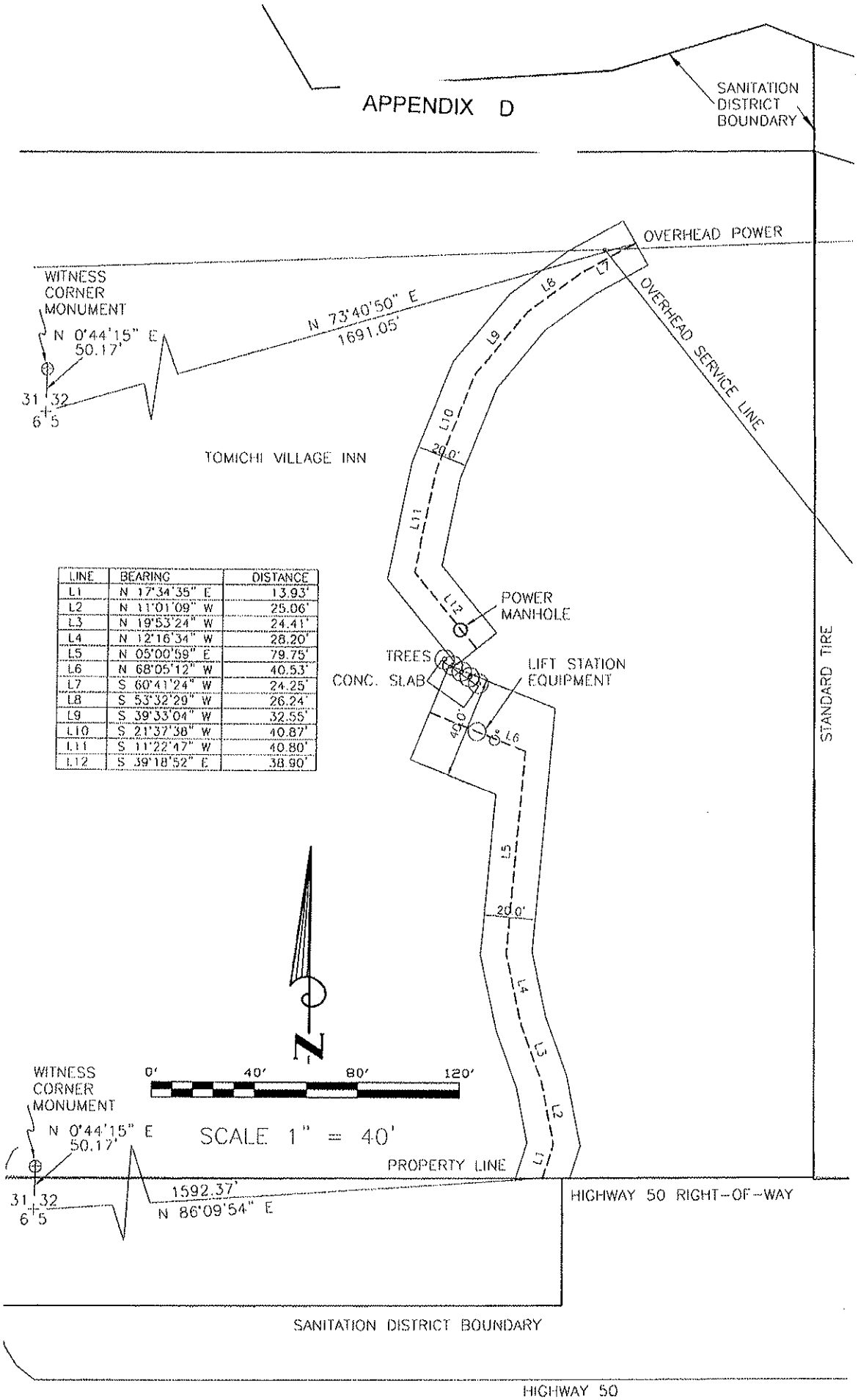
SB

# APPENDIX C




SB 83

# APPENDIX D




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 17°34'35" E | 13.93' |
| L2 | N 11°01'09" W | 25.06' |
| L3 | N 19°53'24" W | 24.41' |
| L4 | N 12°16'34" W | 28.20' |
| L5 | N 05°00'59" E | 79.75' |
| L6 | N 68°05'12" W | 40.53' |
| L7 | S 60°41'24" W | 24.25' |
| L8 | S 53°32'29" W | 26.24' |
| L9 | S 39°33'04" W | 32.55' |
| L10 | S 21°37'38" W | 40.87' |
| L11 | S 11°22'47" W | 40.80' |
| L12 | S 39°18'52" E | 38.90' |

SP 83

GRANT OF PERPETUAL EASEMENT FOR SEWER LINE AND NEW LIFT STATION

THIS GRANT OF PERPETUAL EASEMENT FOR SEWER LINE AND NEW LIFT STATION is made this 29th day of April, 2013, between BRIGHTON HOSPITALITY GROUP, L.L.S., a Colorado limited liability company whose address is 6600 West 20th Street, Unit 17, Greeley, Colorado 80634, and any and all successors and assigns, (herein "Grantor") and the Board of County Commissioners of Gunnison County, Colorado, whose address is 200 East Virginia, Gunnison, Colorado 81230, ( herein "Gunnison County"), witnesses:

That the Grantor, for and in consideration of ten dollars ($10.00), and other valuable consideration which consideration is hereby acknowledged to be sufficient, grants a perpetual easement to Gunnison County, its successors and assigns, in and across the real property (herein "Real Property") described in Appendix "A" attached hereto and incorporated herein, and as more specifically described on Appendix "B" attached hereto and incorporated herein and as identified on the plat attached hereto and incorporated herein as Appendix "C". The Easement shall begin at the north side of State Highway 50 right-of-way and travel northerly along the New Force Main and shall terminate twenty feet (20') from the northwest side of the New Lift Station as identified in Appendix "C". The width of the easement shall be ten feet (10') along both sides of the New Force Main for a total width of twenty feet (20') up to the New Lift Station wherein then the easement shall expand to a width of twenty feet (20') along both sides of the New Lift Station centerline described in Appendix "B" and identified in Appendix "C" for a total easement width of forty feet (40') (herein "Easement"). The Easement is subject to the provisions set forth below:

1. The Easement is limited solely to the operation, maintenance and repair of the underground Sewer Line and New Lift Station located within said Easement.

2. The purposes of this Grant of Perpetual Easement For Sewer Line and New Lift Station EXPRESSLY INCLUDE the right of Gunnison County, in its sole

SB

discretion, and without further review and/or approval by Grantor, and without any compensation whatsoever due to Grantor, to permit, allow and assign this Easement and otherwise facilitate the operation, maintenance and repair of the Sewer Line and New Lift Station by other person(s) and/or entities (herein "Assignee"); such assignment shall be subject to the terms and conditions of this Easement and such other conditions as Gunnison County may require. No such grant or conveyance shall relieve Gunnison County of its obligations pursuant to this Easement.

3. Grantee and/or any Assignee shall have the right to ingress and egress to the Easement across any existing or future road or driveway, the right to ingress and egress to the Easement from the nearest public road, the right to excavate and operate motor vehicles and construction vehicles on the Easement, and the right to remove all obstructions from the Easement which shall constitute a hindrance to said operation, maintenance and repair.

4. Gunnison County shall be obligated, itself, to perform, or caused to be performed by any Assignee, restoration of the surface of the Easement to its original contour as nearly as practicable, and will reasonably replace or rebuild any and all damaged parts of all drainage or irrigation systems, shrubbery, fences, signs, and pavement; the damage to which is occasioned by the operation, maintenance and repair of said Sewer Line and New Lift Station under and through the Real Property; however, that Gunnison County or Assignee shall have the right to cut or clear trees and brush on said Easement that might interfere with the operation of those activities.

5. Gunnison County or Assignee shall construct such reasonable temporary fencing as may be required should existing fencing be affected by such operation, maintenance and repair.

SB SB

6. Gunnison County and any Assignee shall reasonably ensure that any maintenance and repair do not cause substantial damage to existing ditches 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 maintenance and repair of the Sewer Line and New Lift Station, but in all events prior to the next runoff cycle.

7. Reasonable efforts shall be made by Gunnison County or any Assignee to provide the Grantor with thirty (30) day written notice, before entry upon the Easement for maintenance or repair; EXCEPT, in an emergency, entry shall require only a reasonable effort to make oral or written notice. In all cases, reasonable efforts will be taken to ensure that closure of any road or driveway is as brief as possible.

8. Gunnison County and any Assignee shall at all times exercise due care and diligence to avoid damage to the fences, landscaping and other personal property on the Real Property.

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

GRANTOR:

BRIGHTON HOSPITALITY GROUP, L.L.C.,
a Colorado limited liability company

By: _____
Stephen V. Baldwin, Co-Owner

By _____
Susan R. Baldwin, Co-Owner

STATE OF COLORADO )
)ss
COUNTY OF ~~WELD~~ Gunnison )

The foregoing was signed and acknowledged before me this 29th day of April, 2013, by Stephen V. Baldwin, and Susan R. Baldwin, Owners of the BRIGHTON HOSPITALITY GROUP, L.L.C., a Colorado limited liability company, Grantor herein.

Witness my hand and official seal.
My commission expires: May 22, 2013

JEANNIE STONE
Notary Public
State of Colorado
My Commission Expires May 22, 2013

Jeannie Stone
Notary Public
Address: 910 N. Spruce Street
Gunnison, Colorado 81230

ACCEPTANCE

The Board of County Commissioners of the County of Gunnison, Colorado hereby accepts the above Grant of Perpetual Easement for Sewer Line and New Lift Station located in the Tomichi Division of the Gunnison County Water and Sewer District.

Dated this ___ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON,
COLORADO

By:_____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

APPENDIX "A"

Grantor's Real Property

Township 50 North, Range 1 East, N.M.P.M. Section 32; a tract of land located in the S1/2SW1/4 of said Section 32, being more particularly described as follows:

Commencing at the Southwest corner of said Section 32 whence the brass capped witness corner is located North 0°25' East 50.1 feet; thence North 71°22' East 316.8 feet to a point on the North boundary of U.S. Highway No. 50 and on the centerline the Ute Lane as platted on Tomichi Heights Subdivision; thence North 89°46' East along said Highway boundary line 394.20 feet to the point of beginning of the tract herein described; thence North 0°14' West 405.0 feet to a point; thence North 89°46' East 1,000.0 feet to a point; thence south 0°14' East 405.0 feet to a point on the North boundary of said U.S. Highway No. 50; thence South 89°46' West 1,000.0 feet along said north boundary to the point of beginning, County of Gunnison, State of Colorado.

SB

# APPENDIX "B"

A twenty to forty feet wide utility easement for the purpose of an underground sewer line, located within a portion of Section 32, Township 50 North, Range 1 East, New Mexico Principal Meridian, more particularly described as follows:

Commencing at the Southwest Corner of said Section 32 from whence the brass capped witness corner monument bears North 0°44'15" East, 50.17 feet; Thence North 86° 09' 54" East, 1,592.37 feet to a point on the Northerly right-of-way of U.S. Highway No 50. Said point being the true point of beginning of the herein described easement, ten feet on either side of the following described centerline:

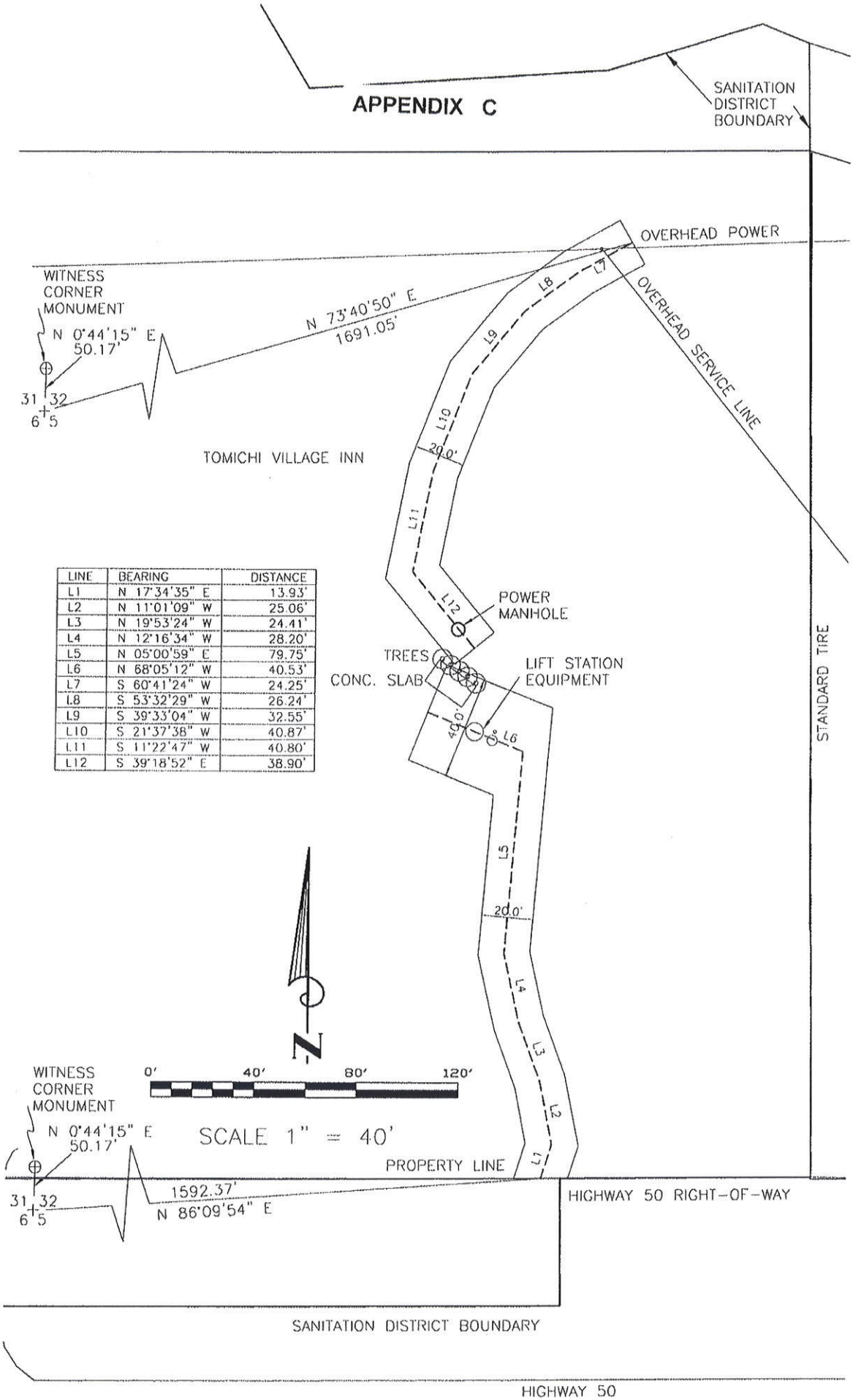
1. North 17° 34' 35" East, 13.93 feet:
2. North 11° 01' 09" West, 25.06 feet:
3. North 19° 53' 24" West, 24.41 feet:
4. North 12° 16' 34" West, 28.20 feet:
5. North 5° 00' 59" East, 79.75 feet:

Thence twenty feet on either side of the following described centerline:

1. North 68° 05' 12" West, 40.53 feet

SB

# APPENDIX C

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| L6 | N 68°05'12" W | 40.53' |
| L7 | S 60°41'24" W | 24.25' |
| L8 | S 53°32'29" W | 26.24' |
| L9 | S 39°33'04" W | 32.55' |
| L10 | S 21°37'38" W | 40.87' |
| L11 | S 11°22'47" W | 40.80' |
| L12 | S 39°18'52" E | 38.90' |

45 48

INTERGOVERNMENTAL AGREEMENT
CONCERNING WASTEWATER TREATMENT FOR
TOMICHI SEWER DIVISION

THIS Agreement is made and entered into this 6th day of April, 2010, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, hereinafter "COUNTY", and CITY OF GUNNISON, COLORADO, a Colorado home rule municipality, hereinafter "CITY."

RECITALS:

WHEREAS, the CITY and COUNTY have previously entered into an intergovernmental agreement for the treatment of wastewater generated from properties located outside the boundaries of the CITY and in unincorporated Gunnison County, which agreement is titled the "Wastewater Treatment Facility Agreement" and dated July 3, 2001, hereinafter the "Wastewater Agreement;" and

WHEREAS, the Wastewater Agreement continues in full force and effect; and

WHEREAS, the COUNTY is accepting the Tomichi Sewer Division as a component of the Gunnison County Sewer District, which property is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, hereinafter the "Tomichi Sewer Division;" and

WHEREAS, the COUNTY wishes to accept a wastewater collection system within the Tomichi Sewer Division and to include the Tomichi Sewer Division in the Gunnison County Sewer District; and

WHEREAS, the Tomichi Sewer Division is located outside the boundaries of the CITY; and

WHEREAS, the COUNTY intends to accept service to properties in the Tomichi Sewer Division from persons or entities who may conduct thereon businesses that generate sales tax revenue pursuant to Title 39, Article 26, Colorado Revised Statutes; and

WHEREAS, the Wastewater Agreement requires the express written consent of the CITY being obligated to accept wastewater for treatment from uses that generate sales tax revenue; and

WHEREAS, the CITY is willing to consent to accept wastewater from the Tomichi Sewer Division in consideration of the performance by the COUNTY of the terms and conditions of this agreement; and

WHEREAS, the CITY and COUNTY are authorized to enter into intergovernmental agreements to provide governmental functions pursuant to §29-1-203, Colorado Revised Statutes.

NOW, THEREFORE, THIS AGREEMENT:

1. CITY CONSENT. By its execution hereof, the CITY expresses its written consent to be obligated to accept wastewater for treatment from the Tomichi Sewer Division in accordance with the terms of the Wastewater Agreement.
2. PUBLIC IMPROVEMENT FEE. In consideration of the CITY'S consent contained in Section 1 of this agreement and the CITY'S continued acceptance of wastewater from the Tomichi Sewer Division for treatment pursuant to the Wastewater Agreement, the COUNTY hereby agrees to the following:
   A. As a condition precedent to the inclusion of any real property into the Tomichi Sewer Division, the COUNTY shall require the owner of said property to impose a covenant upon such property, in form acceptable to the CITY, requiring that in addition to payment of the capacity charge and any user fees imposed for use of the Tomichi Sewer Division facilities, the payment of a public improvement fee in the amount equal to four (4) per cent of retail sales described in Exhibit B shall be made, until such time as the real property is annexed into the CITY. Such covenant shall also contain the irrevocable consent to the annexation of said property into the CITY at such time as the CITY'S wastewater collection lines, capable of serving the real property by gravity flow, are extended to within four hundred (400) feet of any property line of the real property. Such property shall be connected to the CITY'S wastewater collection lines upon notice by the CITY to the owner of said property.
   B. To enforce the collection from the users of the Tomichi Sewer Division the public improvement fee and to pay to the CITY the full amount of the public improvement fee so collected.
3. AGREEMENT SUPPLEMENTAL TO WASTEWATER AGREEMENT. The terms and conditions of this agreement are supplemental to the terms of the Wastewater Agreement. Except as specifically set forth in this agreement, all the terms of the Wastewater Agreement shall continue in full force and effect.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

By_____
Paula Swenson, ~~Chairperson~~ Commissioner

By_____
Jim Starr, ~~Vice~~ Chairperson

1/7/10

By _____
Hap Channell, Commissioner

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

CITY OF GUNNISON, a Colorado Home Rule Municipality

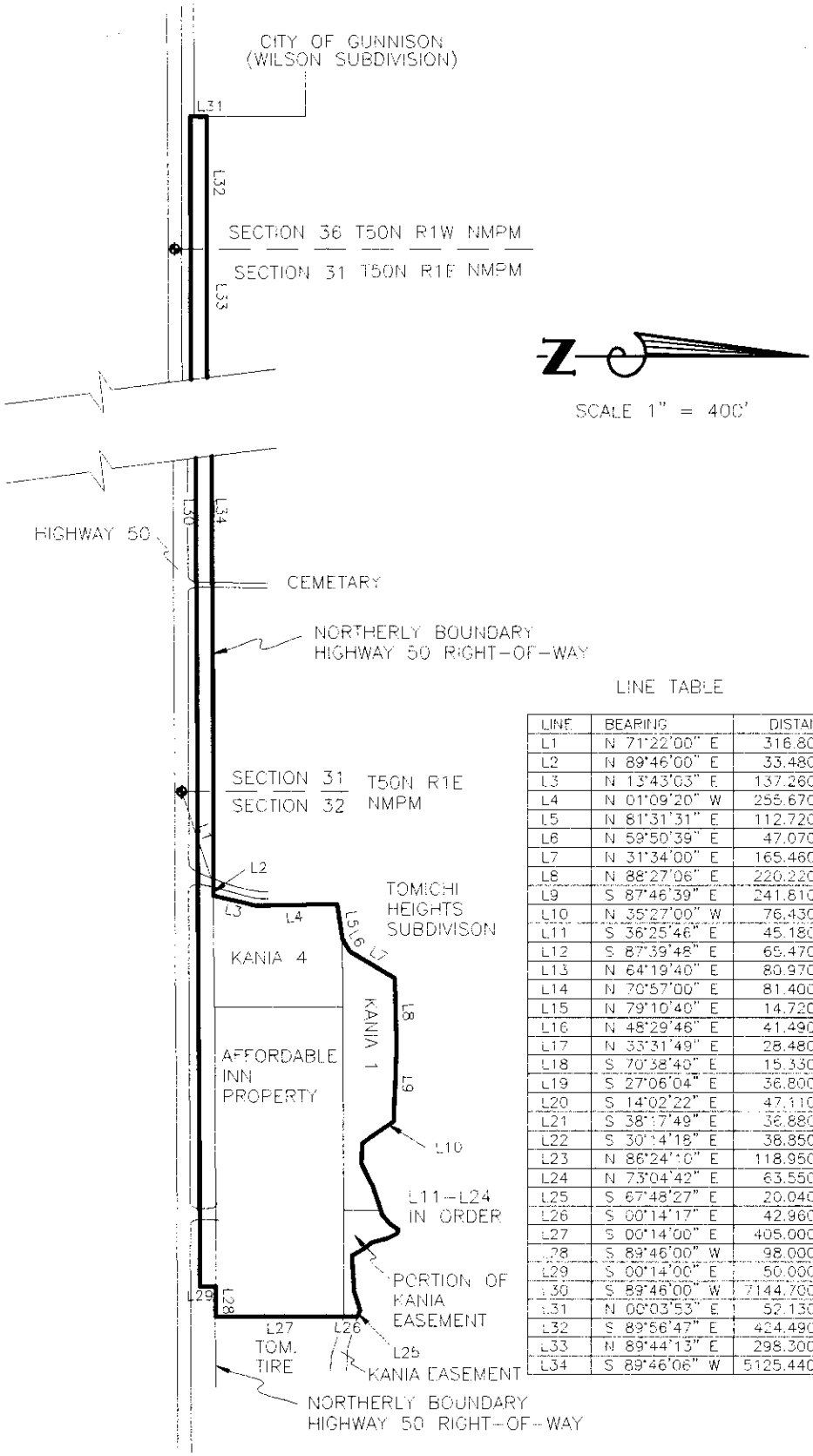
By _____
Mayor

ATTEST:

_____
City Clerk

1/7/10

# EXIBIT A
# BOUNDARY OF THE TOMICHI DIVISION OF THE GUNNISON COUNTY SANITATION DISTRICT GUNNISON COUNTY, COLORADO




LINE TABLE

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 71°22'00" E | 316.8000' |
| L2 | N 89°46'00" E | 33.48000' |
| L3 | N 13°43'03" E | 137.26000' |
| L4 | N 01°09'20" W | 255.67000' |
| L5 | N 81°31'31" E | 112.72000' |
| L6 | N 59°50'39" E | 47.07000' |
| L7 | N 31°34'00" E | 165.46000' |
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| L11 | S 36°25'46" E | 45.18000' |
| L12 | S 87°39'48" E | 65.47000' |
| L13 | N 64°19'40" E | 80.97000' |
| L14 | N 70°57'00" E | 81.40000' |
| L15 | N 79°10'40" E | 14.72000' |
| L16 | N 48°29'46" E | 41.49000' |
| L17 | N 33°31'49" E | 28.48000' |
| L18 | S 70°38'40" E | 15.33000' |
| L19 | S 27°06'04" E | 36.80000' |
| L20 | S 14°02'22" E | 47.11000' |
| L21 | S 38°17'49" E | 36.88000' |
| L22 | S 30°14'18" E | 38.85000' |
| L23 | N 86°24'10" E | 118.95000' |
| L24 | N 73°04'42" E | 63.55000' |
| L25 | S 67°48'27" E | 20.04000' |
| L26 | S 00°14'17" E | 42.96000' |
| L27 | S 00°14'00" E | 405.00000' |
| L28 | S 89°46'00" W | 98.00000' |
| L29 | S 00°14'00" E | 50.00000' |
| L30 | S 89°46'00" W | 7144.70000' |
| L31 | N 00°03'53" E | 52.13000' |
| L32 | S 89°56'47" E | 424.49000' |
| L33 | N 89°44'13" E | 298.30000' |
| L34 | S 89°46'06" W | 5125.44000' |

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S1/2, Section 31,
S1/2SW1/4, Section 32

***Township 50 North, Range 1 West, N.M.P.M.***
S1/2SE1/4, Section 36

More particularly described as follows:

Commencing at the Southwest Corner of said Section 32 from whence the brass capped witness corner monument bears North 0° 25′ East, 50.10 feet; Thence North 71° 22′ East, 316.80 feet to a point on the Northerly boundary of U.S. Highway No 50. Said point being the true point of beginning of the herein described tract of land; Thence North 89° 46′ East along said Northerly boundary, 33.48 feet to the Southwest corner of a tract of land known as Kania Parcel 4; thence the following three courses along the boundary of said Kania Parcel;
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8. South 30° 14′ 18″ East, 38.85 feet;
9. North 86° 24′ 10″ East, 118.95 feet;
10. North 73° 04′ 42″ East, 63.55 feet;
11. South 67° 48′ 27″ East, 20.04 feet;

Thence South 0° 14′ 17″ East, 42.96 feet to the Northeast corner of a tract of land owned by First State Bank of Hotchkiss in said Section 32 known as the Affordable Inn Property; Thence South 0° 14′ East along the easterly boundary of said Affordable Inn Property, 405.0 feet to a point on said Northerly boundary of U.S. Highway 50; Thence South 89° 46′ West along said Northerly boundary, 98.0 feet; Thence South 0° 14′ East, 50.00 feet; Thence South 89° 46′ West, 7,144.7 feet to a point on the Easterly

boundary of the City of Gunnison; Thence North 0° 03′ 53″ East along said Easterly boundary, 52.13 feet to a point on said Northerly boundary of U.S. Highway 50; Thence the following three courses along said Northerly boundary;

1. South 89° 56′ 47″ East, 424.49 feet;
2. North 89° 44′ 13″ East, 298.30 feet;
3. North 89° 46′ 06″ East, 5,125.44 feet to the true Point of Beginning of the herein described tract of land.

23.67 acres more or less