AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Antelope Hills Water Line Perpetual Easements

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: GC and Bruce and Freida Allen; B.A.M.P., LLC; Antelope Hills Association, Inc.; Construction, LLC

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

Summary:
The attached four Perpetual Easements for the Antelope Hills Water Line Project need to be approved and signed by the BOCC.

Fiscal Impact: None

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/13/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 6/17/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 6/23/2014

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

Agenda Date: 7/1/2014 Follow Up Agenda Date:

Revised April 2013

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this 18 day of April, 2014, between Bruce A. and Freida E. Allen, address P.O. Box 1884, Gunnison, Colorado 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 "Grantee", witnesses:

That the Grantor, for the consideration previously paid by the Grantee in the amount of Two Thousand Five Hundred Dollars ($2,500.00) to or for Grantor in the Grant of Temporary Easement dated August 17, 2011 between the parties, 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 including water lines and manholes, 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 line 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 reseed, with seed suggested by the local Natural Resources Conservation Service, initially, the area disturbed by said construction and installation; will reseed with seed suggested by the Service that disturbed area on time beyond the initial seeding in the first two years after construction or installation if the seed hasn't taken in Grantors' discretion. The Grantee does not warranty or guaranty the success of that seeding or reseeding beyond what is stated above. Grantor and Grantee acknowledge that a portion of the Easement is a sparsely vegetated slope with no grasses feasible. The restoration shall be accomplished as soon as practical after completion of construction, installation, use or maintenance of the water 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

_____
Grantor

_____
Grantor

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 18 day of April, 2014, by Janette Metroz.

Witness my hand and official seal.
My commission expires: 06/06/2015.

Janette Metroz
Notary Public

NOTARY PUBLIC
JANETTE METROZ
STATE OF COLORADO
My Commission Expires 06/06/2015

EXHIBIT A

WATER LINE CONSTRUCTION EASEMENT
WITHIN ALLEN PROPERTY
ALSO WITHIN E1/2E1/2NW1/4 SECTION 34, T50N, R1W, NMPM
GUNNISON COUNTY, COLORADO

Water line construction easement within Allen property
prepared for Gunnison County

A tract of land within the Allen property, as described by deed recorded at Reception Number 514301 in the records of Gunnison County, Colorado;

Also within the E1/2NW1/4 of Section 34, Township 50 North, Range 1 West, New Mexico Principal Meridian, Gunnison County, Colorado, more particularly described as follows:

Commencing at the southeast corner of said E1/2NW1/4, (center quarter corner of said Section 34), as marked by an aluminum cap monument stamped "LS 23502", the POINT OF BEGINNING, thence the following courses:

1. North 89°59'48" West 50.00 feet along the south boundary of said E1/2NW1/4;

2. North 00°36'56" East 1485.05 feet along a line line which is 50 feet west of and parallel to the east boundary of said E1/2NW1/4;

3. North 67°02'23" West 504.35 feet;

4. North 80°10'58" West 133.23 feet to the west boundary of said Allen property;

5. North 00°36'56" East 50.65 feet along said boundary;

6. South 80°10'58" East 147.09 feet;

7. South 67°02'23" East 543.61 feet to the east boundary of said E1/2NW1/4;

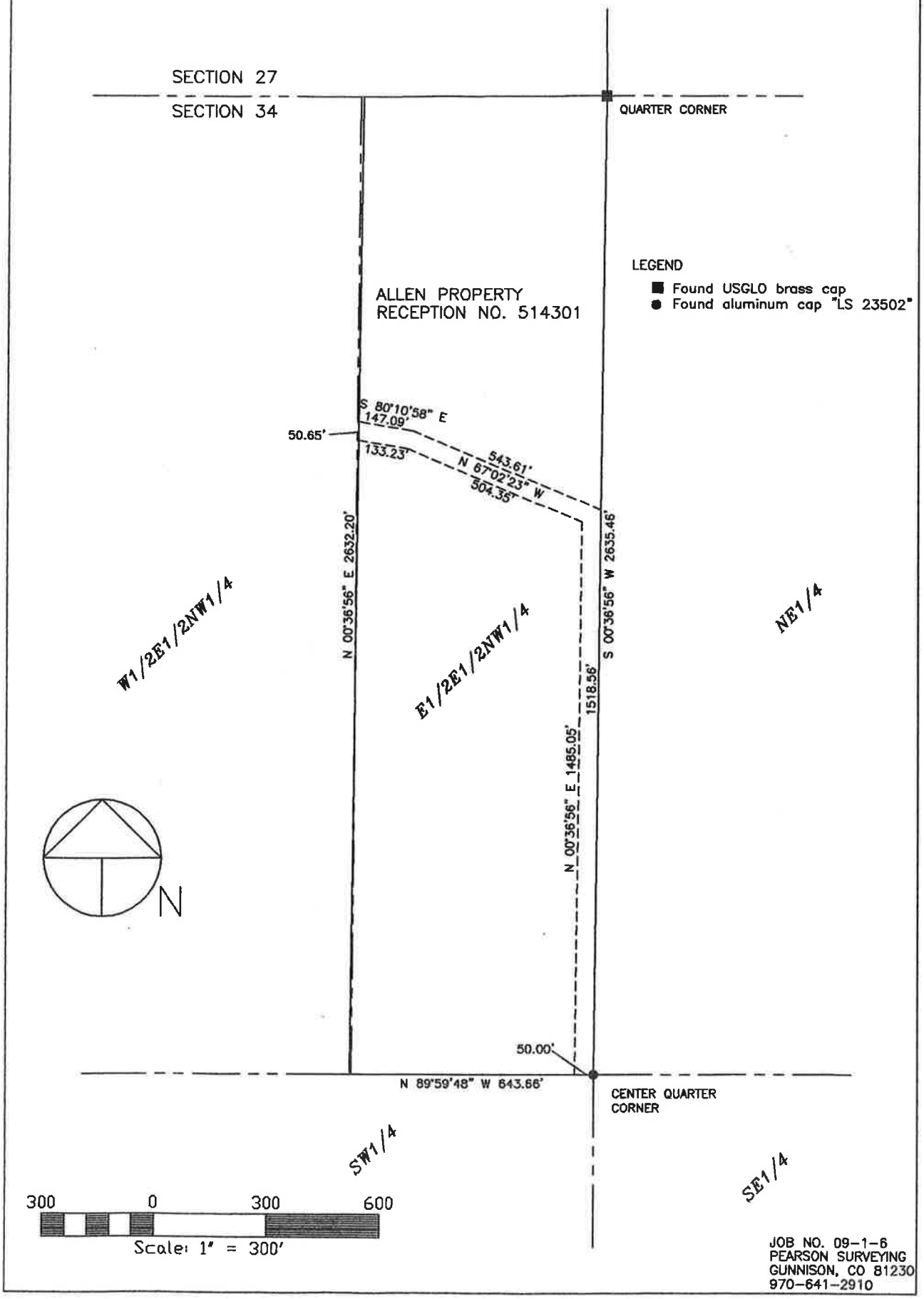
8. South 00°36'56" West 1518.56 feet to the POINT OF BEGINNING

This tract contains 2.49 acres more or less.

JOB NO. 09-1-6
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

EXHIBIT A

WATER LINE CONSTRUCTION EASEMENT
WITHIN ALLEN PROPERTY
ALSO WITHIN E1/2E1/2NW1/4 SECTION 34, T50N, R1W, NMPM
GUNNISON COUNTY, COLORADO



GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this _____ day of _____, 20___, between B.A.M.P., LLC, address 202 East Tomichi Avenue, Gunnison, Colorado 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 "Grantee", witnesses:

That the Grantor, for the consideration previously paid by Grantee in the amount of Ten Dollars ($10.00) to or for Grantor in the Grant of Temporary Easement dated July 26, 2011 between the parties, 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 including water lines and manholes, 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 line 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 reseed, with seed suggested by the local Natural Resources Conservation Service, initially, the area disturbed by said construction and installation; will reseed with seed suggested by the Service that disturbed area on time beyond the initial seeding in the first two years after construction or installation if the seed hasn't taken in Grantors' discretion. The Grantee does not warranty or guaranty the success of that seeding or reseeding beyond what is stated above. Grantor and Grantee acknowledge that a portion of the Easement is a sparsely vegetated slope with no grasses feasible. The restoration shall be accomplished as soon as practical after completion of construction, installation, use or maintenance of the water 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

_____
Grantor

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 15th day of April, 2014, by Dan McKenna.

Witness my hand and official seal.
My commission expires: 6-28-16.

NOTARY PUBLIC
DEBORAH FERCHAU
STATE OF COLORADO

Deborah Ferchau
Notary Public

EXHIBIT A

WATER LINE CONSTRUCTION EASEMENT
WITHIN BAMP LLC PROPERTY
ALSO WITHIN W1/2SE1/4 SECTION 34, T50N, R1W, NMPM
GUNNISON COUNTY, COLORADO

Water line construction easement within BAMP LLC property
prepared for Gunnison County

A tract of land, 50 feet wide, 25 feet each side of the following described centerline, within the BAMP LLC property, as described by deed recorded at Reception Number 523194 in the records of Gunnison County, Colorado;

Also within the W1/2SE1/4 of Section 34, Township 50 North, Range 1 West, New Mexico Principal Meridian, Gunnison County, Colorado, more particularly described as follows:

Commencing at the south quarter corner of said Section 34, as marked by a USGLO brass cap monument, thence North 90°00'00" East 325.05 feet along the south boundary of said Section 34 to the POINT OF BEGINNING, thence the following courses along said centerline:

1. North 14°51'24" West 197.67 feet;

2. North 05°26'30" West 277.05 feet;

3. North 01°10'40" East 72.91 feet;

4. North 06°18'39" East 372.38 feet;

5. North 02°00'54" West 103.51 feet;

6. North 11°32'26" West 176.81 feet;

7. North 46°32'10" West 245.91 feet;

8. North 09°48'41" West 114.81 feet;

9. North 46°08'57" East 84.59 feet;

10. North 24°14'26" East 131.67 feet;

11. North 18°39'40" East 326.06 feet;

12. North 08°23'26" East 145.47 feet;

13. North 00°23'53" West 230.36 feet;

14. North 21°55''44" West 142.86 feet;

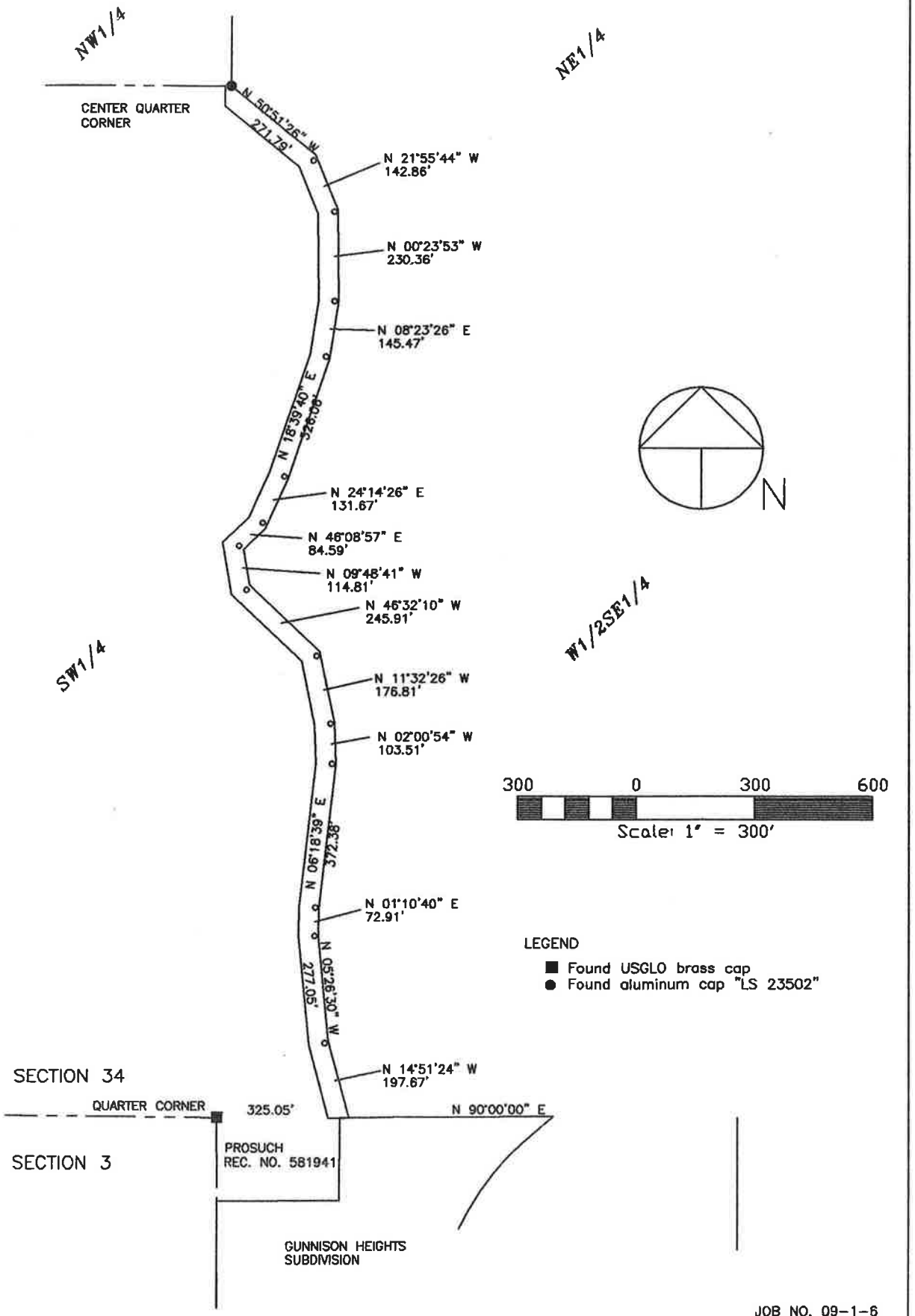
15. North 50°51'26" West 271.79 feet to the west boundary of said W1/2SE1/4, the TERMINUS of the herein described centerline.

This tract contains 3.32 acres more or less.

JOB NO. 09-1-6
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

EXHIBIT A

WATER LINE CONSTRUCTION EASEMENT
WITHIN BAMP LLC PROPERTY
ALSO WITHIN W1/2SE1/4 SECTION 34, T50N, R1W, NMPM
GUNNISON COUNTY, COLORADO



JOB NO. 09-1-6
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this _____ day of _____, 20___, between Antelope Hills Association, Inc., address P.O. Box 1661, Gunnison, Colorado 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 "Grantee", witnesses:

That the Grantor, for the consideration previously paid by Grantee in the amount of Ten Dollars ($10.00) to or for Grantor in the Grant of Temporary Easement dated July 28, 2011 between the parties, 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 one page document attached hereto and incorporated herein for the purposes of construction, installation, use and maintenance of an underground water line system including water lines and manholes, 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 line 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 reseed, with seed suggested by the local Natural Resources Conservation Service, initially, the area disturbed by said construction and installation; will reseed with seed suggested by the Service that disturbed area on time beyond the initial seeding in the first two years after construction or installation if the seed hasn't taken in Grantors' discretion. The Grantee does not warranty or guaranty the success of that seeding or reseeding beyond what is stated above. Grantor and Grantee acknowledge that a portion of the Easement is a sparsely vegetated slope with no grasses feasible. The restoration shall be accomplished as soon as practical after completion of construction, installation, use or maintenance of the water 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

_____
Grantor

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 28th day of April, 2014, by John McDonald.

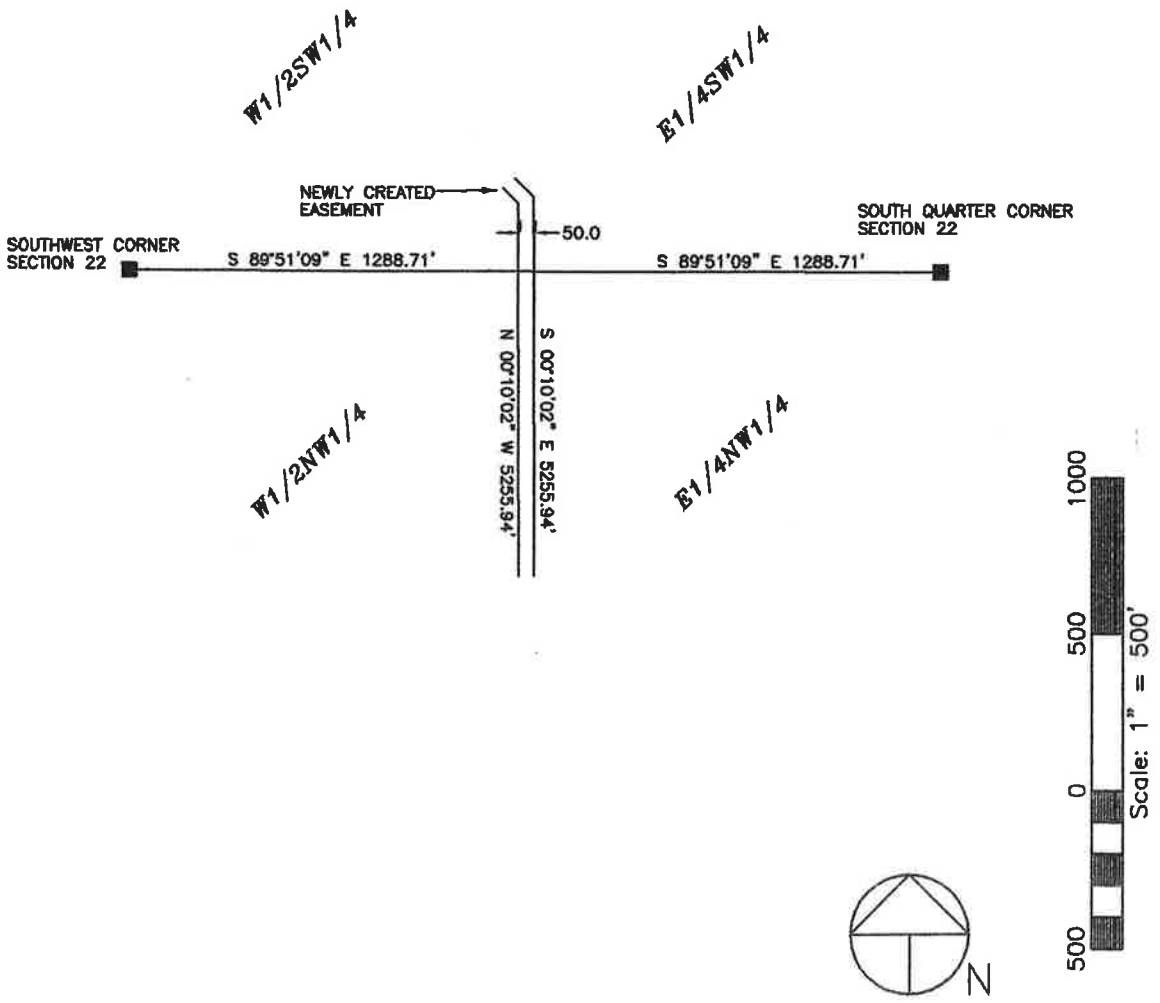
Witness my hand and official seal.
My commission expires: 6-28-2016.

NOTARY PUBLIC
DEBORAH FERCHAU
STATE OF COLORADO

_____
Notary Public

EXHIBIT A

WATER LINE CONSTRUCTION EASEMENT
WITHIN ANTELOPE HILLS SUBDIVISION
HOME OWNERS ASSOCIATION PROPERTY
ALSO WITHIN W1/2SW1/4 SECTION 22
T50N, R1W, NMPM
GUNNISON COUNTY, COLORADO



LEGEND

■ Found USGLO brass cap

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this _____ day of _____, 20___, between Construction, LLC, address P.O. Box 1105, Gunnison, Colorado 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 "Grantee", witnesses:

That the Grantor, for the consideration previously paid by Grantee in the amount of Five Thousand Dollars ($5,000.00) to or for Grantor in the Grant of Temporary Easement dated August 2, 2011 between the parties, 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 including water lines and manholes, 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 line 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 reseed, with seed suggested by the local Natural Resources Conservation Service, initially, the area disturbed by said construction and installation; will reseed with seed suggested by the Service that disturbed area on time beyond the initial seeding in the first two years after construction or installation if the seed hasn't taken in Grantors' discretion. The Grantee does not warranty or guaranty the success of that seeding or reseeding beyond what is stated above. Grantor and Grantee acknowledge that a portion of the Easement is a sparsely vegetated slope with no grasses feasible. The restoration shall be accomplished as soon as practical after completion of construction, installation, use or maintenance of the water 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

_____
Grantor

_____
Grantor

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 6 day of June, 2014, by Janette Metroz.

Witness my hand and official seal.
My commission expires: 06/06/15.

NOTARY PUBLIC
JANETTE METROZ
STATE OF COLORADO
My Commission Expires 06/06/2015

Janette Metroz
Notary Public

EXHIBIT A

WATER LINE CONSTRUCTION EASEMENT
WITHIN CONSTRUCTION LLC PROPERTY
ALSO WITHIN NW1/4 SECTION 34, T50N, R1W, NMPM
GUNNISON COUNTY, COLORADO

Water line construction easement within Construction LLC property
prepared for Gunnison County

A tract of land, 50 feet wide, 25 feet each side of the following described centerline, within the Construction LLC property, as described by deed recorded at Reception Number 570701 in the records of Gunnison County, Colorado;

Also within the NW1/4 of Section 34, Township 50 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 34, as marked by a USGLO brass cap monument, thence South 89°42'55" West 648.07 feet along the north boundary of said NW1/4 to the northwest corner of the Allen property as described by deed recorded at Reception No. 514301 in the records of Gunnison County, Colorado, thence South 00°36'56" West 901.85 feet along the west boundary of said Allen property to the POINT OF BEGINNING, thence the following courses along said centerline:

1. North 80°10'58" West 40.83 feet;

2. South 74°11'20" West 414.17 feet;

3. North 15°48'40" West 43.00 feet;

4. North 04°33'40" West 467.00 feet;

5. North 15°48'40" West 125.00 feet;

6. North 27°35'40" West 248.80 feet;

7. North 20°07'01" West 62.08 feet;

8. North 08°49'16" West 51.21 feet;

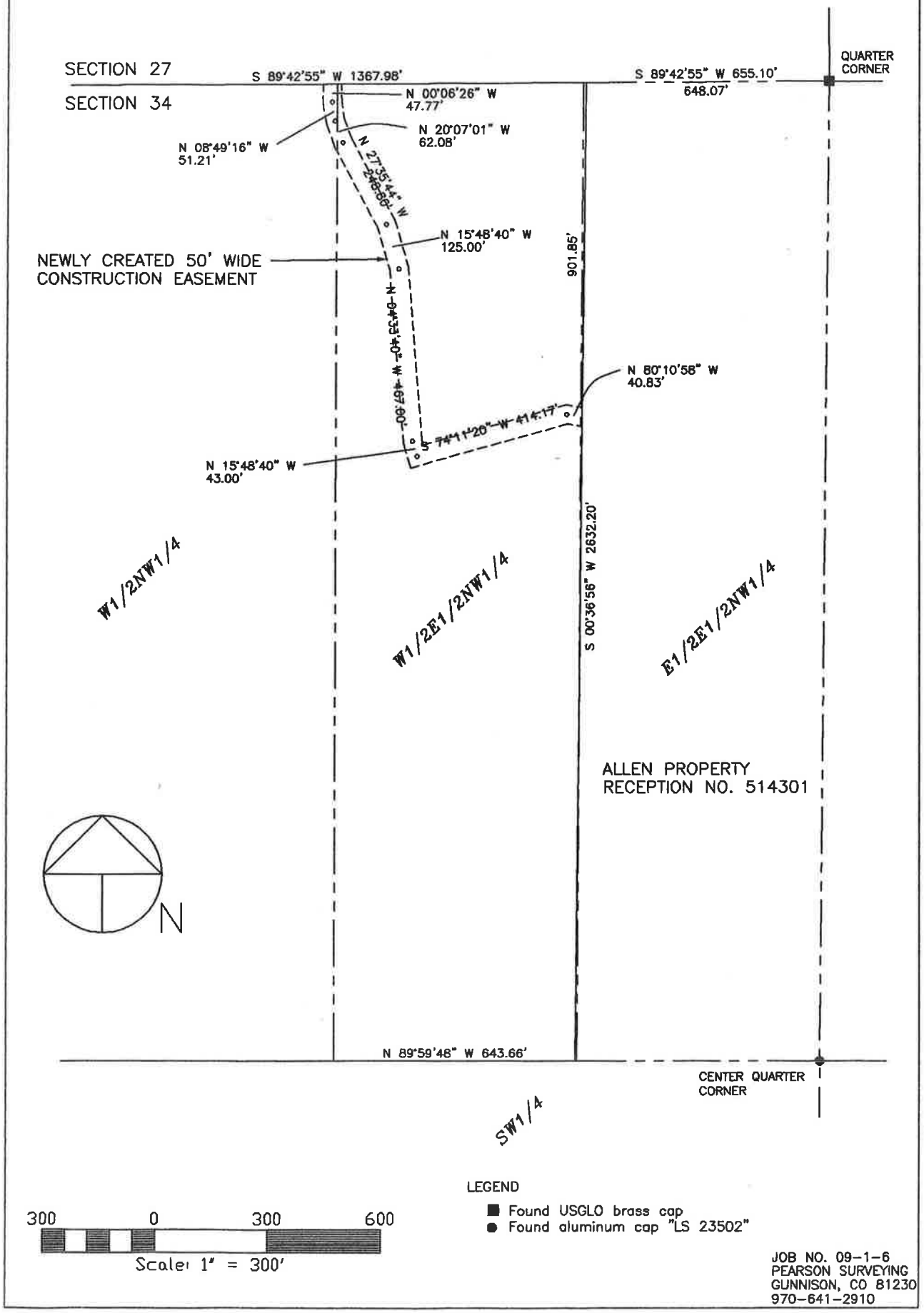
9. North 00°06'26" West 47.77 feet to the north boundary of said Section 34. the TERMINUS of the herein described centerline.

This tract contains 1.82 acres more or less.

JOB NO. 09-1-6
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

EXHIBIT A

WATER LINE CONSTRUCTION EASEMENT
WITHIN CONSTRUCTION LLC PROPERTY
ALSO WITHIN NW1/4 SECTION 34, T50N, R1W, NMPM
GUNNISON COUNTY, COLORADO



JOB NO. 09-1-6
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910