AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Ratification of Chairperson Signature; Grant of Perpetual Easement; First State Bank of Colorado; Construction, Installation, Use and Maintenance of an Underground Sewer Line System; $10

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: First State Bank of Colorado

Term Begins: 6/6/14 **Term Ends:** **Grant Contract #:**

Summary:
Ratify Chair signature on the Grant for Perpetual Easement with First State Bank for the Zamora Sewer Line Easement, 1A in NE4SW4 Sec. 25 50N1W, 44 County Rd 51. See supporting documentation of payment for sewer tap fee.

Fiscal Impact:

Submitted by: bwiseman for County Attorney **Submitter's Email Address:** bwiseman@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/24/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 6/24/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 6/24/2014

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

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

Revised April 2013

Gunnison County
COLORADO

Memorandum/Receipt

To: Michelle Spain, Community Development

From: Ben Cowan, Finance

CC: Marlene Crosby, Public Works

Mark Templeton, Water Plant

Date: 6/9/2014

Re: Sewer Tap Fee

The *sewer* tap connection fee has been paid by the following customer:

Name:	First State Bank of Hotchkiss
Legal:	1A in NE4SW4 Sec. 25 50N1W
Address:	aka 44 County Rd. 51
Check:	$5,000 ck #13564 First State Bank of Hotchkiss

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, and familial status. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-5964 (TDD).

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this 6TH day of June, 2014, between First State Bank of Colorado, address: 410 South Santa Fe, Fountain, Colorado 80817, his/her/their successors and assigns, hereinafter "Grantor," and the Board of County Commissioners of the County of Gunnison, 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 sewer line system including sewer lines and manholes, which purposes include but 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 establish and maintain electric power and water of 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 damaged 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 sewer 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 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 sparsely vegetated with no grasses feasible. 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 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
OF THE COUNTY OF GUNNISON, COLORADO

Chairperson

Attest:

Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

for FIRST STATE BANK OF COLORADO

Grantor - John Thomas Lane, Vice President

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 6th day of June, 2014, by John Thomas Lane, Vice President.

Witness my hand and official seal.
My commission expires: 05-03-2016

Notary Public
Address: 410 S Santa Fe
Fountain, CO 80817

NOTARY PUBLIC ALISON M. HERSCH STATE OF COLORADO

Exhibit A

Zamora Sewer Line Easement

Township 50 North, Range 1 West, N.M.P.M.
Section 25: A 20.00 foot wide sewer line easement located within the NE1/4SW1/4, the centerline of said easement being more particularly described as follows:

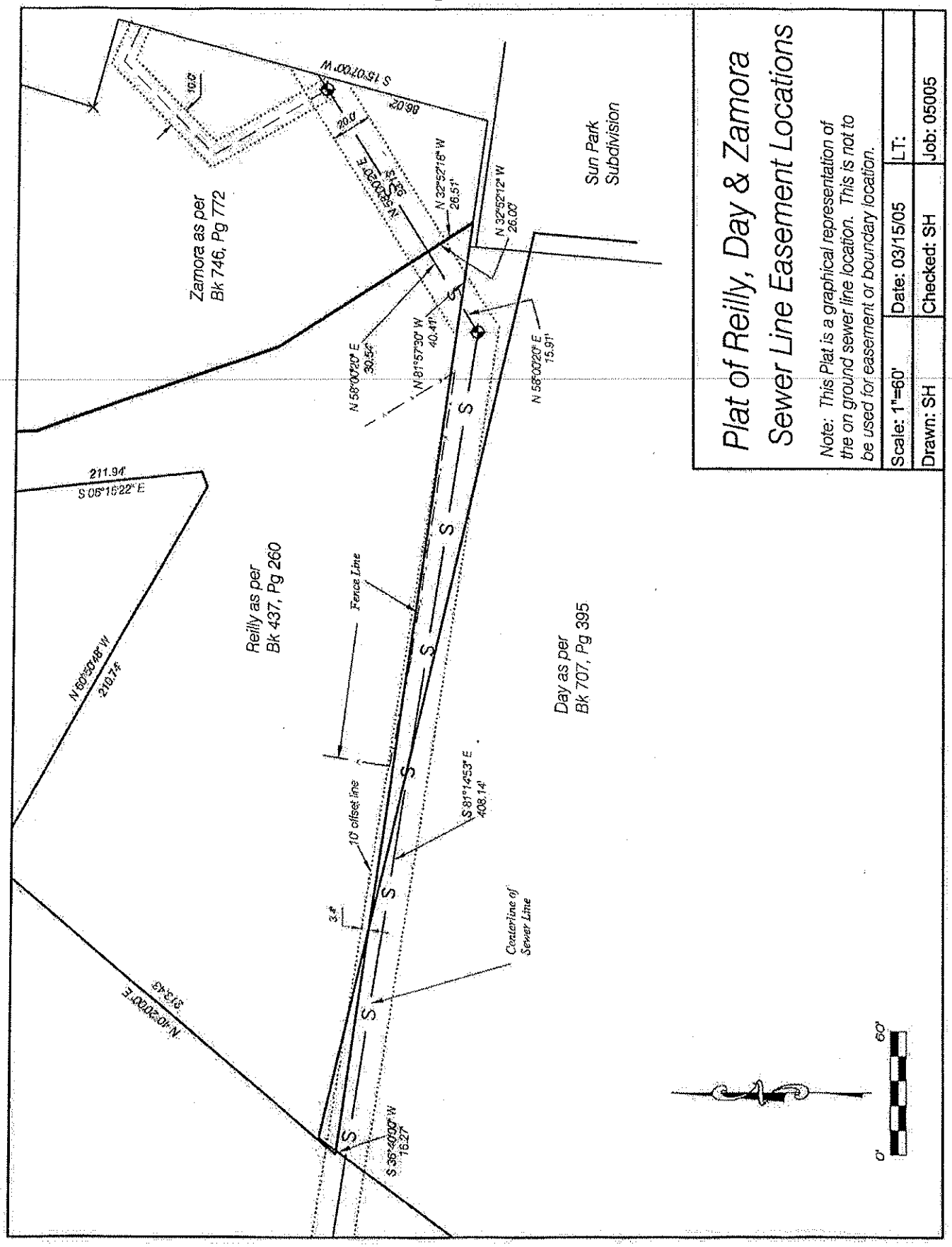
Beginning at a point which is the intersection of the southwesterly boundary of the Zamora property as recorded in book 746 at page 772 in the records of Gunnison County with the centerline of an existing sewer line, said point of intersection being North 32° 52' 18" West 26.51 feet more or less from the southwest corner of said Zamora property, thence the following courses:

1. North 58° 00' 20" East 93.13 feet along said centerline along said centerline to a manhole;
2. North 58° 00' 20" East 8.44 feet more or less to the southeasterly boundary of said Zamora property, this point being the terminus of the herein described easement.

The sidelines of the herein described easement are to be shortened or lengthened so as to, begin on said southwesterly and end on said southeasterly boundary.

County of Gunnison,
State of Colorado.

Exhibit A


Plat of Reilly, Day & Zamora
Sewer Line Easement Locations
Note: This Plat is a graphical representation of the on ground sewer line location. This is not to be used for easement or boundary location.
Scale: 1"=60'
Date: 03/15/05
LT:
Drawn: SH
Checked: SH
Job: 05005
Zamora as per Bk 746, Pg 772
Sun Park Subdivision
Reilly as per Bk 437, Pg 260
Day as per Bk 707, Pg 395
Fence Line
10' offset line
Centerline of Sewer Line
S 15°07'00" W
86.02'
20.0'
N 58°00'20" E 30.54'
N 81°57'30" W 40.41'
N 58°00'20" E 15.91'
N 32°52'12" W 26.00'
N 32°52'18" W 26.51'
211.94'
S 06°15'22" E
N 60°50'48" W 210.74'
S 81°14'53" E 408.14'
S 36°40'50" W 16.27'
N 10°20'00" E 313.43'
0'
60'