AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Grant of Perpetual Easements for Underground Sewer Line; City of Gunnison, CO; $10.00

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:
The attached Grant of Perpetual Easements for Underground Sewer Line is a condition of approval by the City of Gunnison for vacation of a portion of 10th in conjunction with FAA Parcel 38 funding

Fiscal Impact:

Submitted by: County Attorney's Office **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: ○ Required ● Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ● Required ○ Not Required

Comments:

ok db 7/10/14

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/10/2014 Certificate of Insurance Required

Yes ○ No ●

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 7/11/2014

● Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 7/15/2014 Follow Up Agenda Date:

Revised April 2013

GRANT OF PERPETUAL EASEMENTS FOR UNDERGROUND SEWER LINE

THIS GRANT OF PERPETUAL EASEMENTS FOR UNDERGROUND SEWER LINE (herein "Grant of Easements"), is made this 15th day of June 2014, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein "Grantor") and the CITY OF GUNNISON, COLORADO, a Colorado home rule municipality, whose address is 201 W. Virginia Avenue, Gunnison, Colorado 81230, (herein 'Grantee").

1. CONVEYANCE. Grantor, for and in consideration of ten dollars and no cents ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant three (3) perpetual easements to Grantee, its successors and assigns, in and across the real property wholly owned by Grantor lying within the Gunnison – Crested Butte Regional Airport as described and identified in Appendices "A", "B" and "C" attached hereto and incorporated herein by reference (herein "Easements"). The Easements shall be 20 feet wide, 10 feet on each side from the center of the sewer lines.

2. SCOPE OF EASEMENTS. The Easements shall be used by Grantee only for construction, maintenance and use of an underground sewer line system including sewer lines and manholes, which purposes include but are not limited to (i) the right to ingress to and egress from the easements for purposes of use and maintenance of an underground sewer line system including sewer lines and manholes in within the Easements, (ii) the right to excavate, grade, condition and drain within the Easements as reasonably necessary to use and maintain an underground sewer line system including sewer lines and manholes within the Easements, and (iii) the right to operate and maintain motor vehicles and construction vehicles within the Easements as reasonably necessary to use and maintain an underground sewer line system including sewer lines and manholes within the Easements, and (iv) to remove all obstructions from the Easements which may constitute a hindrance to using and maintain an underground sewer line system including sewer lines and manholes in the Easements.

3. RIGHT TO RELOCATE. Grantor reserves the right to relocate the Easements provided the relocation will ensure the same, if not better, performance of said sewer lines. Grantor shall be financially responsible for any costs incurred for any future relocation of Easements requested by Grantor.

4. RESTORATION. The Grantee shall 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 use or maintenance of said sewer lines under and through the Easements; however, Grantee shall have the right to cut or clear trees and brush on said Easements that might interfere with those activities. Grantee shall reseed all areas within the Easements that are currently covered with vegetation that may be disturbed during any use or maintenance of the underground sewer line system. Any such restoration shall be accomplished as soon as practical after completion of the use or maintenance of the Underground sewer line system necessitating such restoration.

5. COSTS OF SEWER LINES. Grantee shall bear the full cost of constructing, installing, operating, maintaining and repairing the sewer lines. Grantor shall have no obligation to pay for any costs associated with the sewer lines, which the exception of relocation as identified in paragraph 3 herein.

6. INDEMNIFICATION. Grantee agrees to indemnify, defend and hold harmless Grantor, its successors and assigns, Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Grantor or its agents, contractors and employees in connection with use of easements including but not limited to, constructing, installing, operating, maintaining and repairing the sewer lines.

7. NO THIRD PARTY BENEFICIARIES. This Grant of Easements is not intended to convey, and does not convey, upon any person other than Grantor and Grantee any rights, titles, interests or remedies.

8. NOTICE. Reasonable efforts shall be made by Gunnison County or any Assignee to provide the Grantor with thirty (30) day written notice to the addresses set forth above, before entry upon the Easement for construction, installation, reconstruction or maintenance; 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.

9. CONDITION PRECEDENT. This Grant of Easements shall have no effect whatsoever unless and until Grantor affirmatively vacates that portion of 10th Street as identified in Appendix "A" attached hereto and incorporated herein by reference and the ordinance vacating the same is independently recorded by each the Grantor and Grantee.

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

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:_____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

ACCEPTANCE

The above Grant of Perpetual Easements for Underground Sewer Line conveyed by the Board of County Commissioners of the County of Gunnison, Colorado to the City of Gunnison, Colorado is hereby accepted by the City of Gunnison, Colorado on this _____ day of July, 2014.

CITY OF GUNNISON, COLORADO

_____
Robert E. Drexel, Mayor

ATTEST:

_____
City Clerk

A parcel of land, being a portion of 10th Street, according to the Plat of Rio Grande Addition to the City of Gunnison, filed at Reception No. 247973 in the records of Gunnison County, Colorado, being more particularly described as follows:

Commencing at the northwest corner of Block 17, said Rio Grande Addition, the POINT OF BEGINNING of the herein described parcel; thence the following courses:

1. South 00°00'00" East 274.81 feet along the west boundary of said Block 17 to the south boundary of said Rio Grande Addition (this leg is platted as S 00°04' W) ;

2. South 81°28'00" West 50.56 feet along said boundary to the southeast corner of Block 18, said Rio Grande Addition (this leg is platted as S 81°32' W);

3. North 00°00'00" East 282.31 feet along the east boundary of said Block 18 to the northeast corner of said Block 18 (this leg is platted as N 00°04' E);

4. North 00°00'00" East 50.00 feet along the south boundary of Railroad Avenue, said Rio Grande Addition to the POINT OF BEGINNING.

Basis of bearings is NORTH between city monument at the intersection of Main Street with Tomichi Avenue and a similar monument at the intersection of Main Street with Denver Avenue.
Record bearings shown on the Plat of Rio Grande Addition have been rotated 00°04' counter-clockwise.

This parcel contains 0.32 acres, more or less.

COLORADO REGISTERED
TIMOTHY E PEARSON
34979
PROFESSIONAL LAND SURVEYOR

Timothy E. Pearson

3-28-14

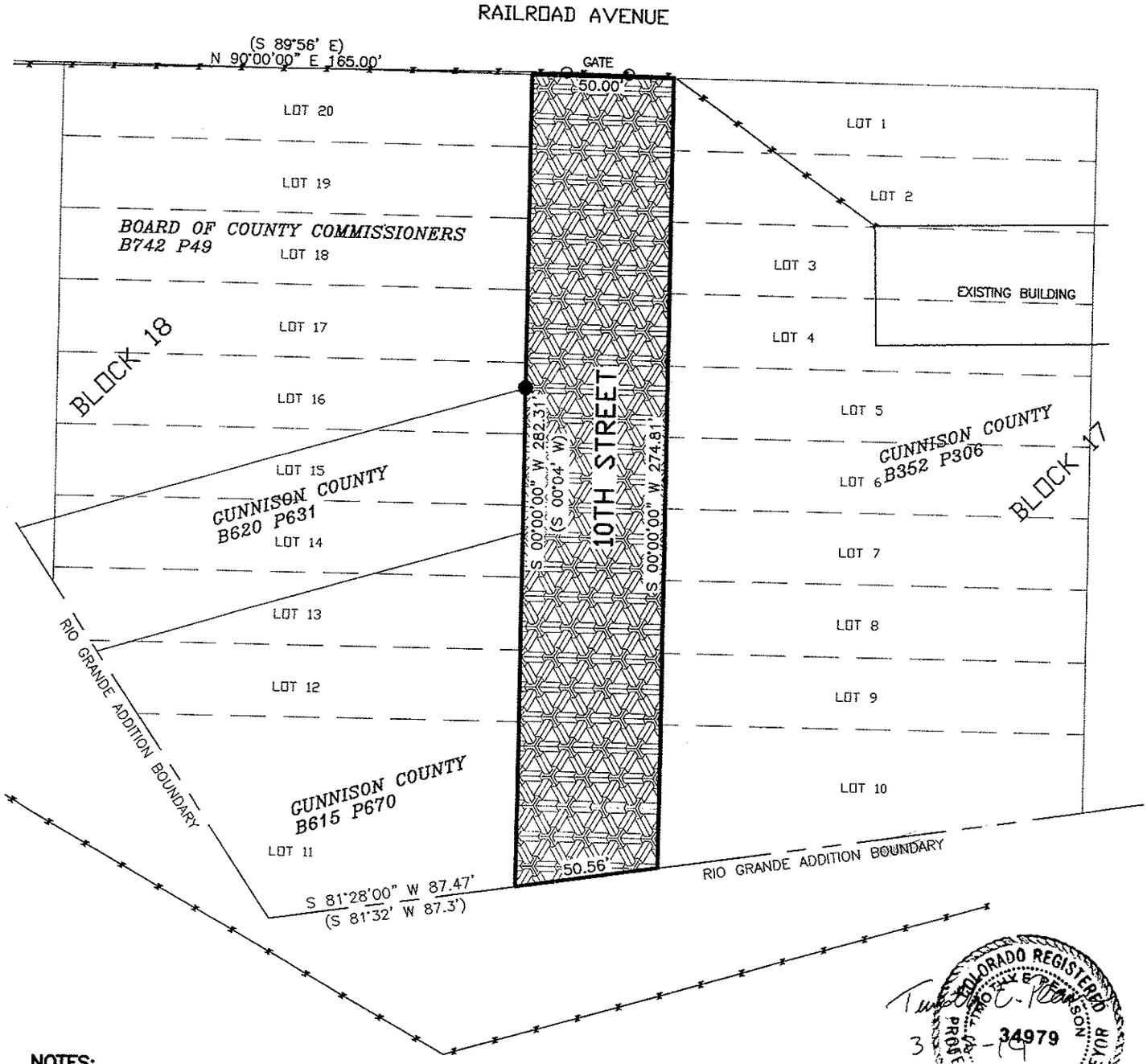
APPENDIX A

SHEET 1 OF 2

JOB NO. 14-2-7
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

10TH STREET VACATION

ADJACENT TO BLOCKS 17 & 18
RIO GRANDE ADDITION TO THE CITY OF GUNNISON
GUNNISON COUNTY, COLORADO



COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
34979

NOTES:

1. Property was located by field measurements from city monument at the intersection of Main Street with Tomichi Avenue. Basis of bearings is NORTH between said monument and a similar monument at the intersection of Main Street with Denver Avenue.

2. Lot corners were established using information on the Plat of Rio Grande Addition (Rec. No. 247973), supplemented by information on City of Gunnison plat prepared by Fisher Engineering (1960).

3. Record bearings shown on the Plat of Rio Grande Addition have been rotated 00°04' counter-clockwise. Record bearings and distances are shown in parentheses.

LEGEND

- Found rebar with aluminum cap stamped "LS 18469"
- Fence
- Vacated portion of 10th Street

N

50 0 50 100
Scale: 1" = 50'

SHEET 2 OF 2

JOB NO. 14-2-7
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910