AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant of Temporary Easement; Grant of Perpetual Ea

Action Requested: County Manager Signature

Parties to the Agreement: Fairway Condo Association and Gunnison County

Term Begins: **Term Ends:** 10/31/2016 **Grant Contract #:**

Summary:

This is for the easement for work on Fairway Condos Association common area (parking) for the Shavano Drive Water Line Extension Project.

Fiscal Impact: $10.00 fee for easement

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: 4/8/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 4/8/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2016

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

Agenda Date: 4/19/2016

Revised April 2015

FAIRWAY CONDOMINIUM ASSOCIATION

RESOLUTION

HEREBY BE IT RESOLVED; that the managers of such Association are authorized to sign a Temporary Easement with Gunnison County for the installation of a water line and at a later date a Perpetual Easement for the same;

HERETO ATTACHED:

1. Temporary Easement;
2. Exhibit A to the Temporary Easement;
3. Exhibit B to the Temporary Easement;
4. Exhibit C to the Temporary Easement with map;

FAIRWAY CONDOMINIUM ASSOCIATION

By: Pamela S. Lazenby
Pamela S. Lazenby, President

ATTEST:
Deborah Ferchau

By: _____
Elizabeth Melissa Wollenweber, Vice President

ATTEST:

_____

By: Donald Steele
Donald Steele, Secretary/Treasurer

ATTEST:
Deborah Ferchau

FAIRWAY CONDOMINIUM ASSOCIATION

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FAIRWAY CONDOMINIUM ASSOCIATION

By: _____
Pamela S. Lazenby, President

ATTEST:

_____

By: Elizabeth Melissa Wollenweber
Elizabeth Melissa Wollenweber, Vice President

ATTEST:
Krista Micovich

By: _____
Donald Steele, Secretary/Treasurer

ATTEST:

_____

GRANT OF TEMPORARY EASEMENT

THIS GRANT OF TEMPORARY 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 "Grantee" witnesses:

That the Grantor, for and in consideration of payment by Gunnison County of Ten Dollars ($10.00) for the real property described in Exhibit A, a one page document attached hereto and incorporated herein, which consideration is hereby acknowledged to be valuable and sufficient, grants a temporary easement (hereinafter "Easement") to Grantee, its successors and assigns, into and across the real property described in Exhibit A, for the term beginning March 29, 2016 and ending October 31, 2016, for the purposes of construction, installation, use and maintenance of an underground water line system which purposes include but are not limited to the right to ingress and egress from the Easement, across the existing driveway and parking areas 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 Easement shall be the shaded portion identified in Exhibit B, a one page document attached hereto and incorporated herein. Grantee shall construct the water line wholly within that easement.

At the conclusion of the term of this temporary easement, and without payment of additional money by Grantee, Grantor shall grant to Grantee a perpetual easement, generally in the form of Exhibit C, attached hereto and incorporated herein, for the water line as it is constructed.

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 or 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 and installation. 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 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 Grantors with 24-hour 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.

The Grantee shall surrender the Property upon the expiration of the term of this Easement.

The person executing this conveyance of Grantor's behalf warrants his authority to do so.

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

BOARD OF COUNTY COMMISSIONERS,
GUNNISON COUNTY, COLORADO

_____
Chairman

Attest:

_____
Clerk

Pamela S. Lazenby
Pamela S. Lazenby, President
Fairway Condominium Association

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 1st day of April, 2015, by Pamela S. Lazenby.

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

NOTARY PUBLIC
DEBORAH FERCHAU
STATE OF COLORADO

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

Elizabeth Melissa Wollenweber

Elizabeth Melissa Wollenweber, Vice President
Fairway Condominium Association

STATE OF COLORADO)
)
COUNTY OF La Plata)

The foregoing was signed and acknowledged before me this 30 day of March, 2016, by Elisabeth Melissa Wolenweber

Witness my hand and official seal.
My commission expires: 11-23-19.

KRISTA MIRCOVICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154045544
MY COMMISSION EXPIRES NOVEMBER 23, 2019

Krista Mircovich

Notary Public
Address: 615 Goddard Ave
Ignacio, CO 81137

Donald Steele, Secretary/Treasurer
Fairway Condominium Association

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this _____ day of _____, 20___, by _____.

Witness my hand and official seal.
My commission expires: _____.

Notary Public
Address:

_____
Elizabeth Melissa Wollenweber, Vice President
Fairway Condominium Association

STATE OF COLORADO)
)
COUNTY OF)

The foregoing was signed and acknowledged before me this _____ day of _____, 20___, by _____.

Witness my hand and official seal.
My commission expires: _____.

_____
Notary Public
Address:

Donald Steele
Donald Steele, Secretary/Treasurer
Fairway Condominium Association

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this 1st day of April, 2015, by Donald Steele.

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

NOTARY PUBLIC
DEBORAH FERCHAU
STATE OF COLORADO

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

EXHIBIT A

The land referred to in this document is described as follows:

Common elements managed by the Fairway Condominium Association.

EXHIBIT B

Temporary Easement Map

Note 1 – Construction easement will be 50'.

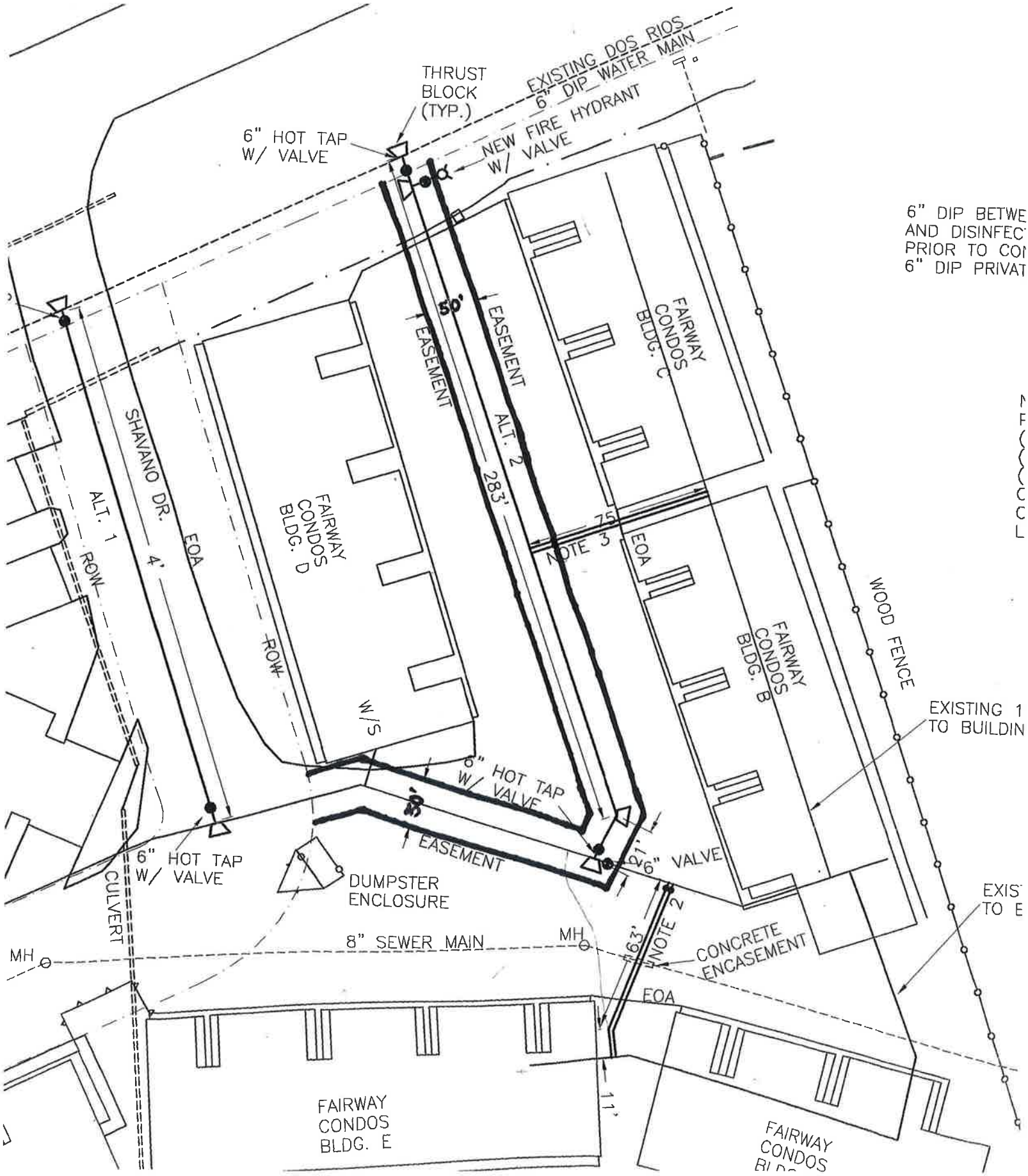


EXHIBIT C

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 one 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.

EXHIBIT C

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

_____
Pamela S. Lazenby, President
Fairway Condominium Association

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing was signed and acknowledged before me this _____ day of _____, 20___, by _____.

Witness my hand and official seal.
My commission expires: _____.

_____
Notary Public
Address:

_____
Elizabeth Melissa Wollenweber, Vice President
Fairway Condominium Association

STATE OF COLORADO)
)
COUNTY OF)

The foregoing was signed and acknowledged before me this _____ day of _____, 20___, by _____.

Witness my hand and official seal.
My commission expires: _____.

_____
Notary Public
Address:

_____
Donald Steele, Secretary/Treasurer
Fairway Condominium Association

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

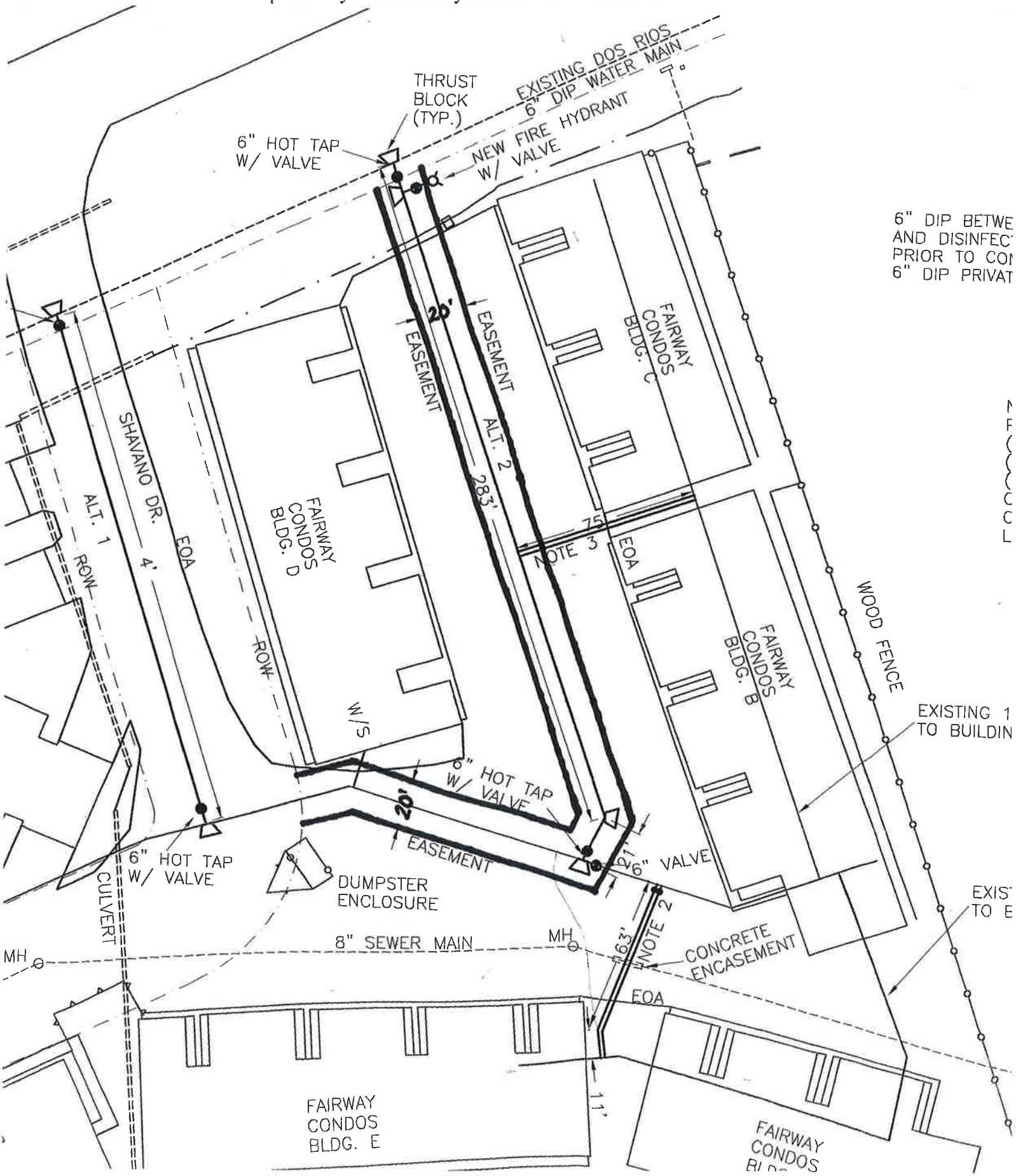
The foregoing was signed and acknowledged before me this _____ day of _____, 20___, by _____.

Witness my hand and official seal.
My commission expires: _____.

_____
Notary Public
Address:

Perpetual Easement Map

Note 1 – Line location will be surveyed and a legal description of the easement provided at the completion of the project.

Note 2 – Maintenance and repair of the line and all appurtenances will be the responsibility of Gunnison County.

Note 3 – Maintenance and repair of everything outside the easement and all appurtenances will be the responsibility of the Fairway Condominium Association.