AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant of Perpetual Easement; Dunbar Family Partner

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Dunbar Family Partnership,LP

Term Begins: November 7, 2017 **Term Ends:** **Grant Contract #:**

Summary:

This is the second parcel in Riverwalk Estates that has a sewer main encroaching on the parcel. This easement is for maintenance.

Fiscal Impact: $3,000

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: 11/3/2017

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

Comments:

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 11/3/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/3/2017

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

Agenda Date: 11/7/2017

Revised April 2015

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this 17th day of October, 2017, between Dunbar Family Partnership, LP, address: 6724 S. Granite Avenue, Tulsa, OK 74136-7035, 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 Three Thousand Dollars ($3,000) 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 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 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 a sparsely vegetated slope with no grasses feasible. 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.

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
Warren Kent Dunbar, Manager

STATE OF)
)
COUNTY OF)

The foregoing was signed and acknowledged before me this 17th day of October, 2017, by Kent Dunbar.

Witness my hand and official seal.
My commission expires: 4/9/20.

NOTARY PUBLIC SEAL
TRACEY CHALMERS
Notary Public
State of Oklahoma
#08004057 Expires 04/09/20

Tracey Chalmers
Notary Public
Address:

LAND DESCRIPTION – 20' WIDE SEWER LINE EASEMENT – EXHIBIT " "

GUNNISON COUNTY NORTH GUNNISON SEWER COLLECTION SYSTEM

LOT 28, RIVERWALK ESTATES

A twenty foot (20') wide strip of land situated across Lot 28, RIVERWALK ESTATES, according to the Plat thereof recorded July 22, 2005 as Reception No. 555976, with the centerline of said 20' wide Sewer Line Easement being more particularly described as follows:

Commencing at the southwest corner of Lot 28, a point marked by an aluminum cap monument stamped "LS 33647", thence N74°06'10"E a distance of 64.63', more or less, to a point along the southerly boundary of Lot 28, a point also located along an existing sewer line, and the centerline of the Easement described herein, the true point of beginning;

Thence N11°06'33"E a distance of 176.36' to the centerline of an existing sewer manhole, thence N22°58'35"E a distance of 53.75', more or less to a point along the northerly boundary of said Lot 28, whence the northwesterly boundary corner of said Lot 28 bears N89°58'52"W a distance of 81.66'.

Basis of Bearing is based on a record bearing of S0°49'04"E between an aluminum cap monument stamped "LS 33647" found at the northeast corner of said Lot 19 and an aluminum cap monument stamped "LS 33647" found at the southeast corner of Lot 28, RIVERWALK ESTATES.

The sidelines of said twenty foot (20') wide Utility Easement shall be ten feet (10') on either side of the above described centerline. Said sidelines shall be lengthened or shortened to terminate on the northerly and southerly boundary lines of said Lot 28. Said twenty foot (20') wide Sewer Line Easement contains 4,608 square feet, more or less.

County of Gunnison,
State of Colorado.

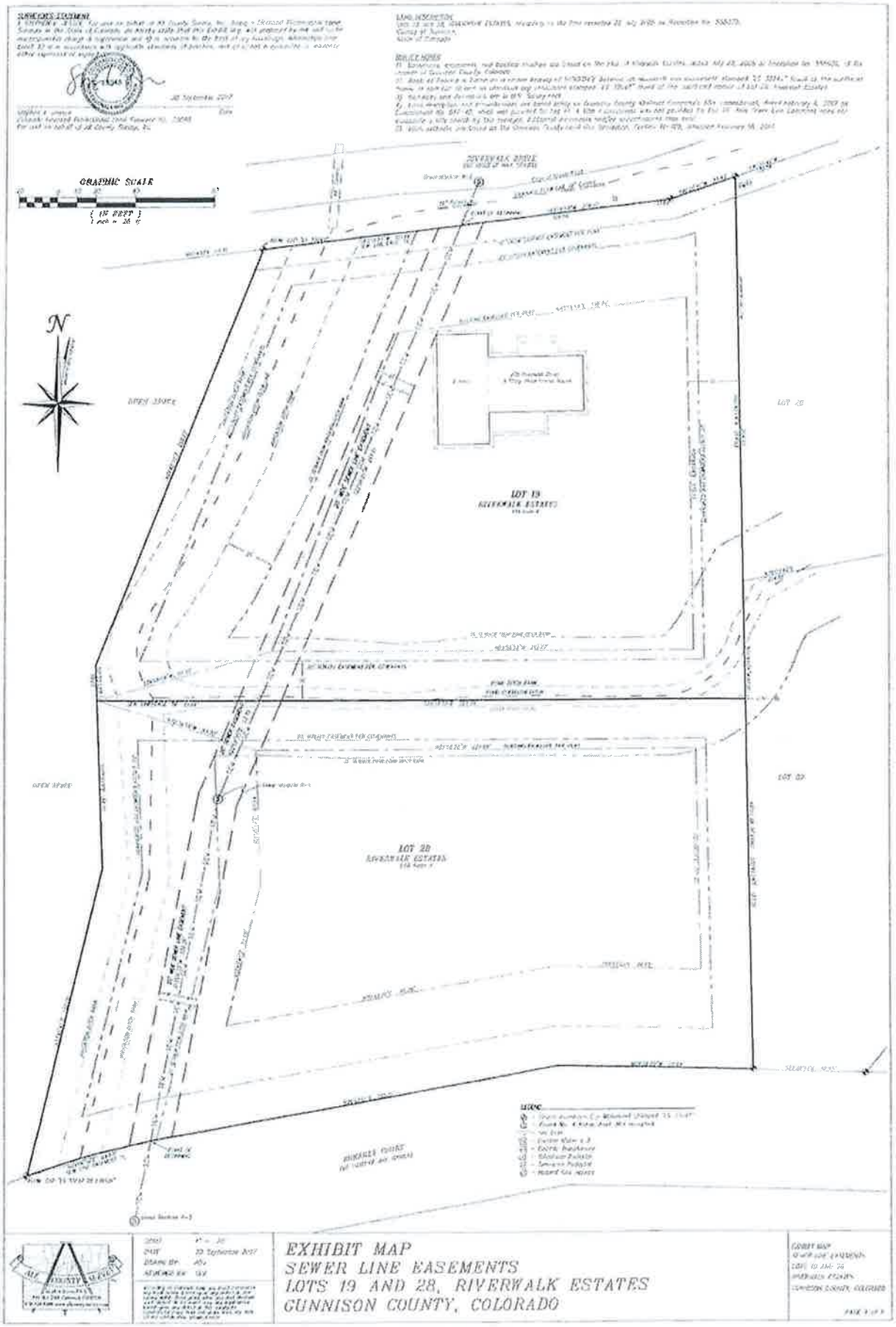
COLORADO LICENSED
STEPHEN LAWRENCE JESSOE
38048
PROFESSIONAL LAND SURVEYOR

14 September 2017

Stephen L. Jessoe *Date*
Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com


GRAPHIC SCALE
N
OPEN SPACE
LOT 19
RIVERWALK ESTATES
LOT 20
LOT 28
RIVERWALK ESTATES
EXHIBIT MAP
SEWER LINE EASEMENTS
LOTS 19 AND 28, RIVERWALK ESTATES
GUNNISON COUNTY, COLORADO