AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant of Temporary Easement; Raisig

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Craig and Dale Rasig and Gunnison County

Term Begins: 12/04/2018 **Term Ends:** **Grant Contract #:**

Summary:

A new home is being built that needs access to the water line on QueQua Lane.

Fiscal Impact: $500.00

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

Finance Review: (●) Required ( ) Not Required

Comments:

Document specifies $300 for this easement, is there some other cost to make the total fiscal impact $500. Otherwise, no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 11/29/2018

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/30/2018 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/30/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/4/2018

Revised April 2015

GRANT OF TEMPORARY EASEMENT

THIS GRANT OF TEMPORARY EASEMENT, made this ____ day of _____, 20____, between Craig & Dale Raisig, address P.O. Box 442, West Sand Lake, NY 12196-0442, 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 to, or other settlement by Gunnison County of in-kind road work not to exceed the amount of Three Hundred Dollars ($300.00) 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 _____ and ending May 1, 2019, 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, 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 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 of its original contour as nearly as practicable, and will reasonably replace or rebuild any and all shrubbery, fences, signs, and roadway surface; the damage to which is occasioned by the construction, installation, use or 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 and installation. 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 one 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. 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

Chairperson

Attest:

Clerk

Grantor

Grantor

STATE OF ~~COLORADO~~ New York)
COUNTY OF ~~GUNNISON~~ Rensselaer)

The foregoing was signed and acknowledged before me this 29 day of November, 20 18, by Craig R Raising, Dale Raising.

Witness my hand and official seal.
My commission expires: 2-6-21.

Notary Public
Address: 3701 NY HWY 43
West Sand Lake, NY 12196

NICHOLAS A. MICHEL
Notary Public, State of New York
Reg. No. 01MI6354189
Qualified in Albany County
Commission Expires 02/06/2021

EXHIBIT A

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

Approximately 3.61 acres described as follows:

Beginning at Corner #1, a point whence the NW corner of Section 10, Township 49 North, Range 1 West, of the New Mexico Principal Meridian, bears North 1,476 feet; thence South 1°15' East 2,481feet to corner of fence #2; thence East 346 feet to stake on fence line #3; thence North 31°55' West 607.5 feet to corner #4; thence North 1°15' West 2,496 feet to corner #5; thence South 62°30' West 34 feet to corner #1, the point of beginning.

County of Gunnison,
State of Colorado

EXHIBIT B

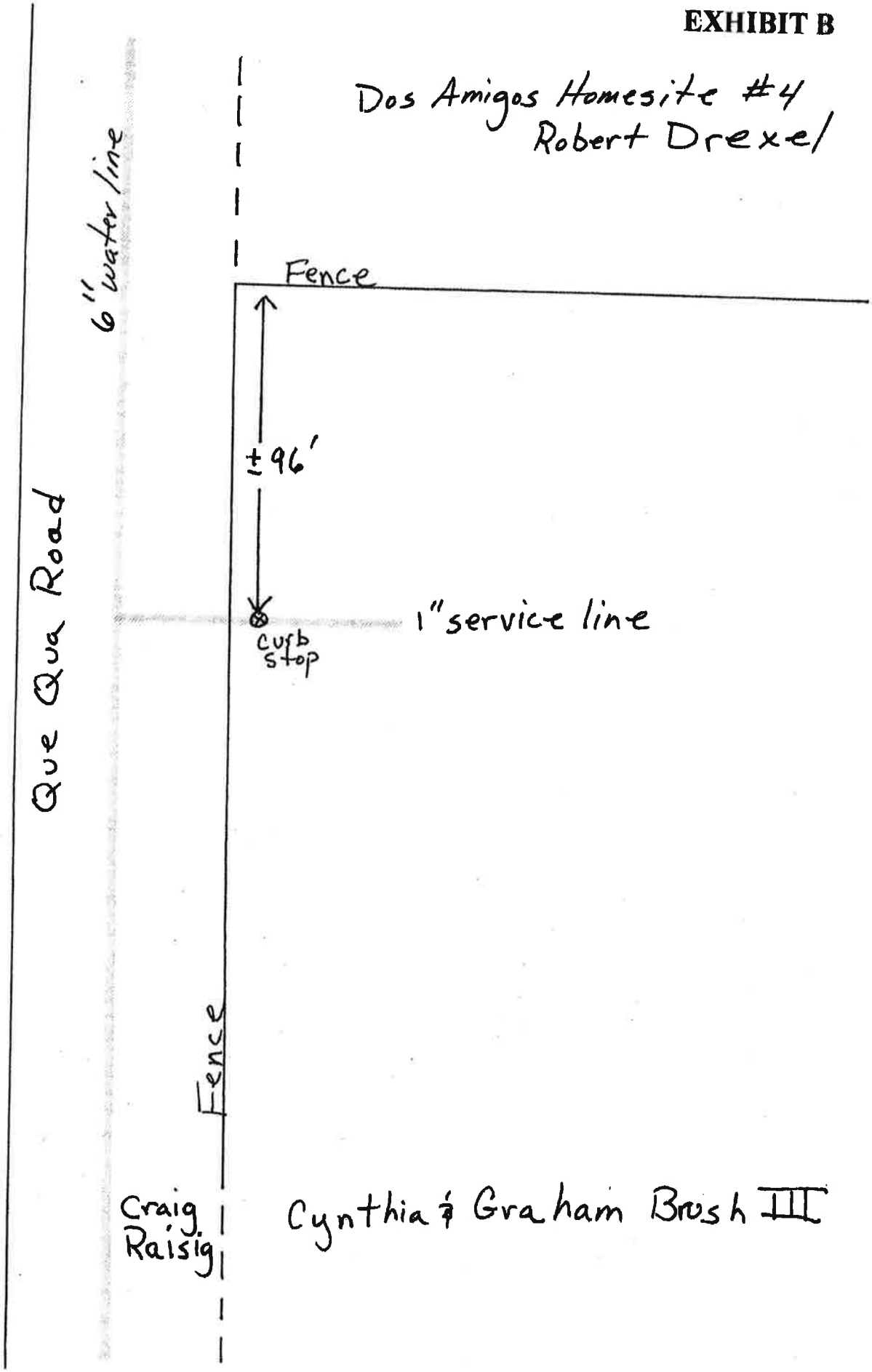
Dos Amigos Homesite #4
Robert Drexel
6" water line
Fence
±96'
1" service line
curb stop
Que Qua Road
Fence
Craig Raisig
Cynthia & Graham Brosh III

EXHIBIT C

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this _____ day of _____, 20___, between Craig Raisig, address P.O. Box 442, West Sand Lake, NY 12196-0442, 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 the consideration previously paid by Grantee to or for Grantor in the Grant of Temporary Easement dated _____ 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 Grantor's lane, 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 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. 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.

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

_____
Chairperson

Attest:

_____
Clerk

_____
Grantor

_____
Grantor

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:

EXHIBIT D

Gunnison County shall:

1. Place aggregate material in three low spots indentified by the owner to improve roadway surface during wet seasons.