AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Discussion re: Moon Ridge Ranch Land Conservation Covenant

Fiscal Impact:

Submitted by: Liz Mense **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 2/27/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 2/27/2020 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/28/2020

○ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 15 minutes

Agenda Date: 3/10/2020

Revised April 2015

GUNNISON COUNTY, CO JOANNE M. REITINGER, RECORDER
465170 BK 776 PG 691 01/11/96 10:20A

LAND CONSERVATION COVENANT

THIS LAND CONSERVATION COVENANT is executed the 10th day of July, 1995 by Dolores G. LaVigne ("LaVigne") and by Gunnison County, Colorado ("County") as follows:

1. **Property Affected.** LaVigne is the owner in fee simple of the real property ("Real Property") described on attached **Exhibit A.**

2. **Recitals.** The following Recitals apply to this Land Conservation Covenant:

A. The Real Property has historically been used for ranching and agricultural purposes including the raising and grazing of livestock, producing hay and allowing the land to be left fallow or uncultivated for conservation purposes;

B. The Real Property has also historically been used for recreation purposes, including hunting, fishing, snowmobiling, skiing, walking, hiking, horseback riding and other recreational uses;

C. The Real Property has significant ecological, wildlife habitat, open space and aesthetic values as part of the agricultural and natural resource system of the upper East River valley in Gunnison County, Colorado;

D. LaVigne intends that the natural elements and ecological and aesthetic values of the Real Property be preserved by continuing the agricultural, ranching, recreational and other uses that have proven historically to be compatible with such elements and values;

E. LaVigne intends that the Real Property remain in a substantially undisturbed and natural state, altered only by agricultural, ranching and recreational uses;

F. LaVigne, as Owner of the Real Property in fee simple, intends to identify and assure the preservation of the Real Property's significant natural elements and maintain its agricultural and water quality to the extent set forth in this Land Conservation Covenant; and

G. LaVigne intends that all future uses of the Real Property shall comply with this Land Conservation Covenant to preserve and protect the natural elements and ecologic and aesthetic values of the Real Property.

3. **Appurtenant Covenant**. LaVigne, for herself, her heirs, representatives, successors and assigns, and all future persons or entities having any right, title or interest in or to the Real Property, hereby makes, declares and imposes this Land Conservation Covenant to run with and be appurtenant to the Real Property described on attached Exhibit A, in perpetuity.

4. **Permitted Uses and Practices**. The following uses and practices are permitted on the Real Property:

A. Maintaining and repairing existing structures, fences, corrals, ditches and other improvements. Additional structures and improvements may be constructed and maintained which are related to the agricultural and ranching use of the Real Property on condition that the gross cubical volume of such structures and improvements does not exceed 46,000 cubic feet;

B. Constructing and maintaining roads and underground utilities on the Real Property to access and serve the Real Property and/or other land adjacent or near to the Real Property.

C. Ranching, including the pasturing, grazing, feeding and caring of livestock, and the growing, baling and storing of hay. The Real Property may also be left fallow and uncultivated during any period of time that the Real Property is not used for the grazing of livestock and/or the growing of hay or other crops;

D. Constructing and maintaining the water resources on the real property, including, without limitation, wells, reservoirs, pipelines and ditches;

E. Controlling predatory animals and varmints in accordance with applicable laws, rules and regulations;

F. Extracting sand and gravel for exclusive use on the southeast quarter of Section 35, Township 13 South, Range 86 West, 6th Principal Meridian, Gunnison County, Colorado in a manner designed to protect and reclaim the natural, ecological, wildlife, open space and aesthetic features and values of the Real Property. All disturbed areas shall be reclaimed within one month following such extraction.

G. Constructing and maintaining underground utility lines;

H. Hunting, fishing, snowmobiling, skiing, walking, hiking, horseback riding and other recreational activities exclusively on a non-commercial basis; and

I. Engaging in any other agricultural uses or practices which do not diminish the natural, ecological, wildlife, open space and aesthetic features and values of the Real Property.

5. Prohibitive Uses and Practices. The following uses and practices shall be prohibited on the Real Property:

A. Subdividing or dividing the Real Property for residential purposes;

B. Constructing residential dwellings or buildings upon the Real Property;

C. Establishing any commercial or industrial uses or activities upon the Real Property, except for agricultural uses or activities; and

D. Cutting or harvesting trees, except as necessary to control insects or disease or to prevent personal injury or property damage or for the construction of permitted fences and other improvements on the Real Property.

6. Term of Land Conservation Covenant. This Land Conservation Covenant shall be a covenant running with the Real Property and appurtenant to the Real Property in perpetuity and without term or limitation.

7. Modification. This Land Conservation Covenant shall not be terminated, modified, amended or changed in any manner by the owner or owners of the Real Property or by any other person or entity without the written consent of Gunnison County, Colorado.

8. No Public Access. This Land Conservation Covenant grants no right for the County, the public or any person or entity to enter upon the Real Property for any purpose whatsoever without the express permission of the owner of the Real Property.

9. Enforcement. This Land Conservation Covenant and all of the conditions, covenants, rights, usages or restrictions contained herein may be enforced by:

A. The owner or owners of all or any part of the Real Property; and

B. Gunnison County, Colorado.

In the event of a violation of any term, condition, covenant, right, usage or restriction contained in this Land Conservation Covenant, any person or entity set forth in

subparagraphs 9(A) or 9(B), above, may give written notice of any such violation to the owner or owners of the Real Property and if such violation has not been corrected within 30 days following such written notice, then such person or entity may commence an action in law or in equity for damages, injunction or other appropriate remedy.

10. **Applicable Law**. This Land Conservation Covenant applies to Gunnison County, Colorado real property and shall be interpreted, construed and governed by the law of the State of Colorado.

11. **Jurisdiction and Venue**. Jurisdiction and venue of any action to interpret or enforce this Land Conservation Covenant shall be in the District Court or County Court of Gunnison County, Colorado.

12. **Attorneys' Fees**. If any legal action is commenced or maintained in Court, whether in law or in equity, as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this Land Conservation Covenant or any document provided herein, the prevailing party in any such action shall be entitled to reasonable attorneys' fees together with all reasonable costs and expenses incurred.

13. **Binding Agreement**. This Land Conservation Covenant shall be binding upon and inure to the benefit of the LaVigne and her heirs, representatives, successors and assigns.

Dated as of the date first written above.

Dolores G. LaVigne

Dolores G. LaVigne

Gunnison County, Colorado

Attest:

Joanne Reitinger,
County Clerk

By: Fred R. Field

Fred R. Field, Chairman,
Board of County Commissioners

(05/05/95)\1\dgl-cons.cov

STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

Acknowledged before me this 10th day of July, 1995 by Dolores G. LaVigne.

Witness my hand and official seal.
My commission expires: 9/13/96.

DAVID LEWIS DOLF NOTARY PUBLIC STATE OF COLORADO

Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

Acknowledged before me this 10th day of July, 1995 by Fred R. Field as Chairman of the Board of County Commissioners of Gunnison County, Colorado, ~~and by Joanne Reitinger as Gunnison County Clerk.~~

Witness my hand and official seal.
My commission expires: 9/13/96.

DAVID LEWIS DOLF NOTARY PUBLIC STATE OF COLORADO

Notary Public

(08/08/95)\1\dgl-cons.cov

LEGAL DESCRIPTION
OF LAND CONSERVATION COVENANT

A tract of land containing 90.19 Acres located in the Southeast Quarter of Section 35, Township 13 South Range 86 West of the Sixth Principal Meridian, County of Gunnison, State of Colorado, said tract being more particularly described by metes and bounds as follows:

Beginning at the South Quarter of said Section 35 which is marked by a 1-inch steel bar with cap stamped "Clint Sherrill";

THENCE following the North-South Quarter Line of said Section 35 N 0°18'E a distance of 312.00 feet;
THENCE leaving the said Quarter Line N79°48'E a distance of 20.34 feet;
THENCE N48°24'E a distance of 210.00 feet;
THENCE N12°00'E a distance of 420.00 feet;
THENCE N43°42'E a distance of 230.00 feet;
THENCE S85°26'E a distance of 200.00 feet;
THENCE N44°24'E a distance of 160.00 feet;
THENCE N28°32'E a distance of 320.00 feet;
THENCE N88°42'E a distance of 180.00 feet;
THENCE S51°12'E a distance of 256.00 feet;
THENCE N87°30'E a distance of 314.04 feet;
THENCE N25°20'E a distance of 562.70 feet to a point on Lot 6 of MOON RIDGE, a subdivision of Gunnison County;
THENCE following the easterly line of Lot 6 and 5 of said MOON RIDGE, the following courses:
N60°32'E a distance of 175.79 feet;
N53°28'E a distance of 264.00 feet;
N28°18'E a distance of 110.00 feet;
N 1°36'W a distance of 52.00 feet;
N31°32'W a distance of 104.00 feet;
N 9°54'W a distance of 112.00 feet;
N19°42'E a distance of 76.00 feet;
N 4°54'W a distance of 184.00 fee to the East-West Quarter Line of said Section 35;
THENCE following the said East-West Quarter Line, N89°53'01"E a distance of 542.13 feet to the East Quarter Corner of Section 35, being marked by a standard GLO Brass Cap marker;
THENCE following the East Line of the said Southeast Quarter S 0°40'53"W a distance of 648.00 feet;
THENCE leaving the said East Line, S45°40'53"W a distance of 264.00 feet;
THENCE S 0°40'53"W a distance of 985.14 feet;
THENCE S44°24'12"E a distance of 263.61 feet to the said East Line of the Southeast Quarter;
THENCE following the said East Line of the Southeast Quarter, S 0°40'53"W a distance of 680.00 feet to the Southeast Section Corner of said Section 35 being marked by a standard GLO Brass Cap marker;
THENCE following the South Line of the said Southeast Quarter, N89°14'18"W a distance of 2,668.26 feet to the said South Quarter Corner, the place of beginning.

The basis for bearings is the monumented North-South Quarter Line of said Section 35, being N 0°18'00"E, a figure derived from the official BLM plat of this township.

Projection: NAD83, Zone 13, UTMs

0 125 250 500 750 1,000 Feet

Scale: 1:1,600 feet

N

LEGEND

Moon Ridge Ranch (Total Area: 130.4 acres +/-)

- *Moon Ridge Ranch - Land Conservation Covenant*
- *Moon Ridge Ranch - Developable*

Subdivisions not part of Moon Ridge Ranch

- *Foxtrot Subdivision*
- *Moon Ridge Subdivison*

Gunnison County Assessor Tax Parcels

- *Parcel Boundary*

Note: All numerical values for areas are calculated in GIS based on best available data and therefore are approximate.