AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Grants of Perpetual Easement; Antelope Hills Water Project; Antelope Creek Development, LLC, $10; Edwin Lehrburger, $10; ELRC, LLC, $10

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: ELRC,LLC/Antelope Creek Development, LLC/Edwin Lehrburger and Gunnison County

Term Begins: 08/05/2014 **Term Ends:** 8/5/2114 **Grant Contract #:**

Summary:
Sign three perpetual easements for Antelope Creek Water line extension

Fiscal Impact: $30.00

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/29/2014

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

Comments:

ok db 7/28/14

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/28/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 7/29/2014

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

Agenda Date: 8/5/2014 Follow Up Agenda Date:

Revised April 2013

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this 10th day of July, 2014, between Antelope Creek Development, LLC, address 1635 Hudson Street, Denver, Colorado 80220, 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 the consideration previously paid by Grantee in the amount of Ten Dollars ($10.00) to or for Grantor in the Grant of Temporary Easement dated August 9, 2011 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 two 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 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 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. 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.

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

STATE OF COLORADO)
)
~~COUNTY OF GUNNISON~~)
COUNTY OF WELD

The foregoing was signed and acknowledged before me this 11TH day of JULY, 2014, by ED LEHRBURGER.

Witness my hand and official seal.
My commission expires: DECEMBER 2, 2015.

SUSAN J. HINTZE NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public

EXHIBIT A

PERPETUAL WATER LINE EASEMENT

WITHIN EXISTING ROAD, GUNNISON HEIGHTS SUBDIVISION
GUNNISON COUNTY, COLORADO

Water line easement within Existing Road, Gunnison Heights Subdivision, prepared for Gunnison County

A tract of land within Existing Road, Gunnison Heights Subdivision, Gunnison County, Colorado, according to the plat recorded at Reception No. 381601 in the records of Gunnison County, more particularly described as follows:

Commencing at the southeast corner of Lot 5 of said Subdivision, the POINT OF BEGINNING, thence the following courses:

1. North 13°38'38" West 243.41 feet along the east boundary of said Lot 5;

2. North 12°14'30" East 175.90 feet along said boundary;

3. North 09°45'00" West 101.81 feet along said boundary;

4. North 10°22'06" East 58.15 feet to the west boundary of Lot 6 of said Subdivision;

5. South 09°45'00" East 135.82 feet along said boundary;

6. South 12°14'30" East 175.22 feet along said boundary;

7. South 13°38'38" East 243.17 feet to the southwest corner of said Lot 6;

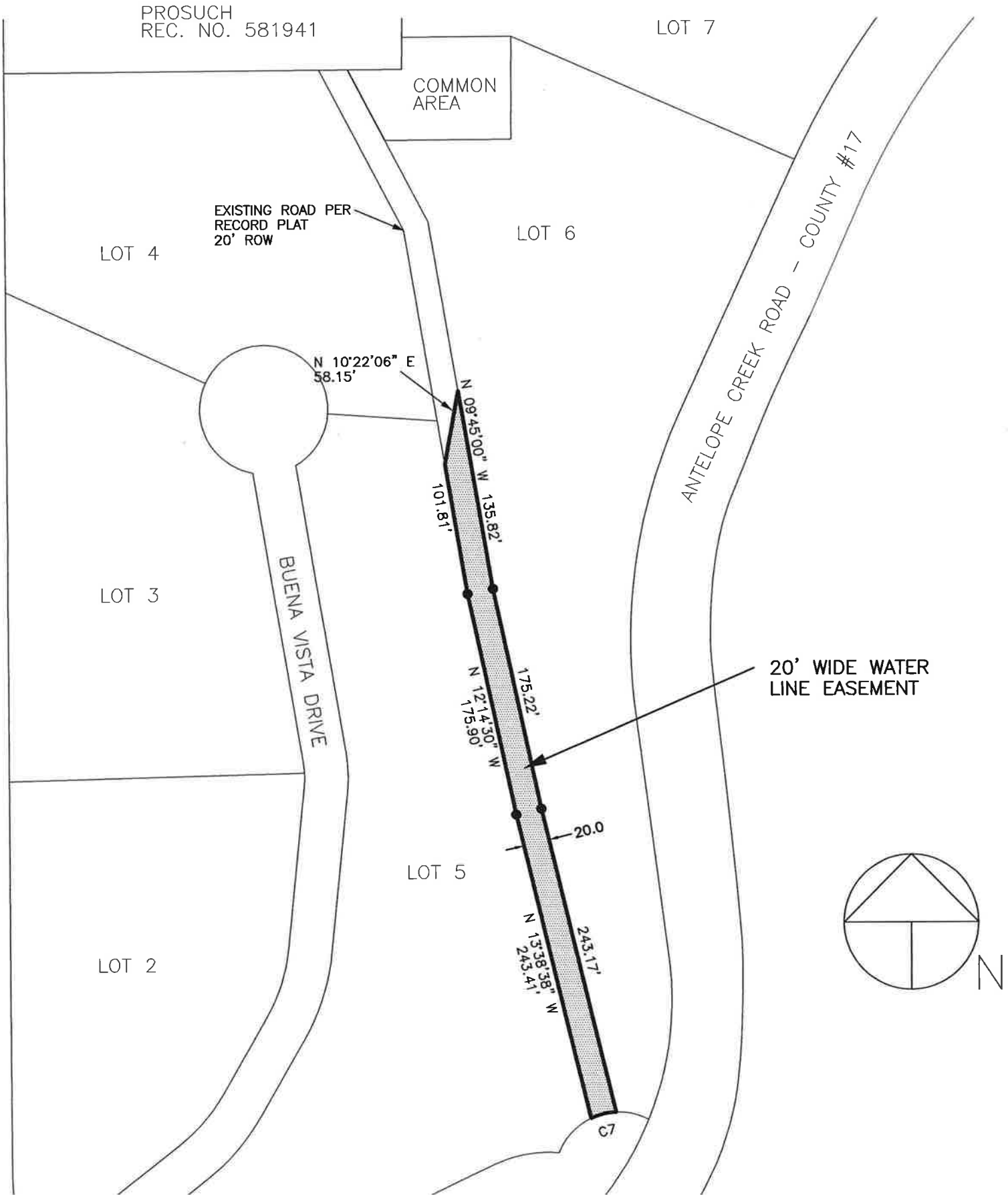
8. 20.14 feet along the arc of a curve to the left, said curve having a radius of 50.00 feet and a long chord bearing South 76°21'03" West 20.00 feet, to the POINT OF BEGINNING.

This tract contains 0.25 acres more or less.

EXHIBIT A

PERPETUAL WATER LINE EASEMENT

WITHIN EXISTING ROAD, GUNNISON HEIGHTS SUBDIVISION
GUNNISON COUNTY, COLORADO



GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this 10th day of July, 2014, between Edwin Lehrburger, address 1635 Hudson Street, Denver, Colorado 80220, 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 the consideration previously paid by Grantee in the amount of Ten Dollars ($10.00) to or for Grantor in the Grant of Temporary Easement dated July 25, 2011 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 two 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 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 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, 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. 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.

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

STATE OF COLORADO)
)
~~COUNTY OF GUNNISON~~)
COUNTY OF WELD

The foregoing was signed and acknowledged before me this 11TH day of JULY, 20 14, by ED LEHRBURGER.

Witness my hand and official seal.
My commission expires: DECEMBER 2, 2015.

SUSAN J. HINTZE NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public

PERPETUAL WATER LINE EASEMENT
WITHIN LOT 6, GUNNISON HEIGHTS SUBDIVISION
GUNNISON COUNTY, COLORADO

Water line easement within Lot 6, Gunnison Heights Subdivision, prepared for Gunnison County

A tract of land, 20 feet wide, 10 feet each side of the following described centerline, within Lot 6, Gunnison Heights Subdivision, according to the plat recorded at Reception No. 381601 in the records of Gunnison County, Colorado, more particularly described as follows:

Commencing at the southeast corner of said Lot 6, thence North 13°38'38" West 243.17 feet along the west boundary of said Lot 6; thence North 12°14'30" West 175.22 feet along said boundary; thence North 09°45'00" West 115.15 feet along said boundary to the POINT OF BEGINNING; thence thence the following courses along said centerline:

1. North 10°22'06" East 221.67 feett;

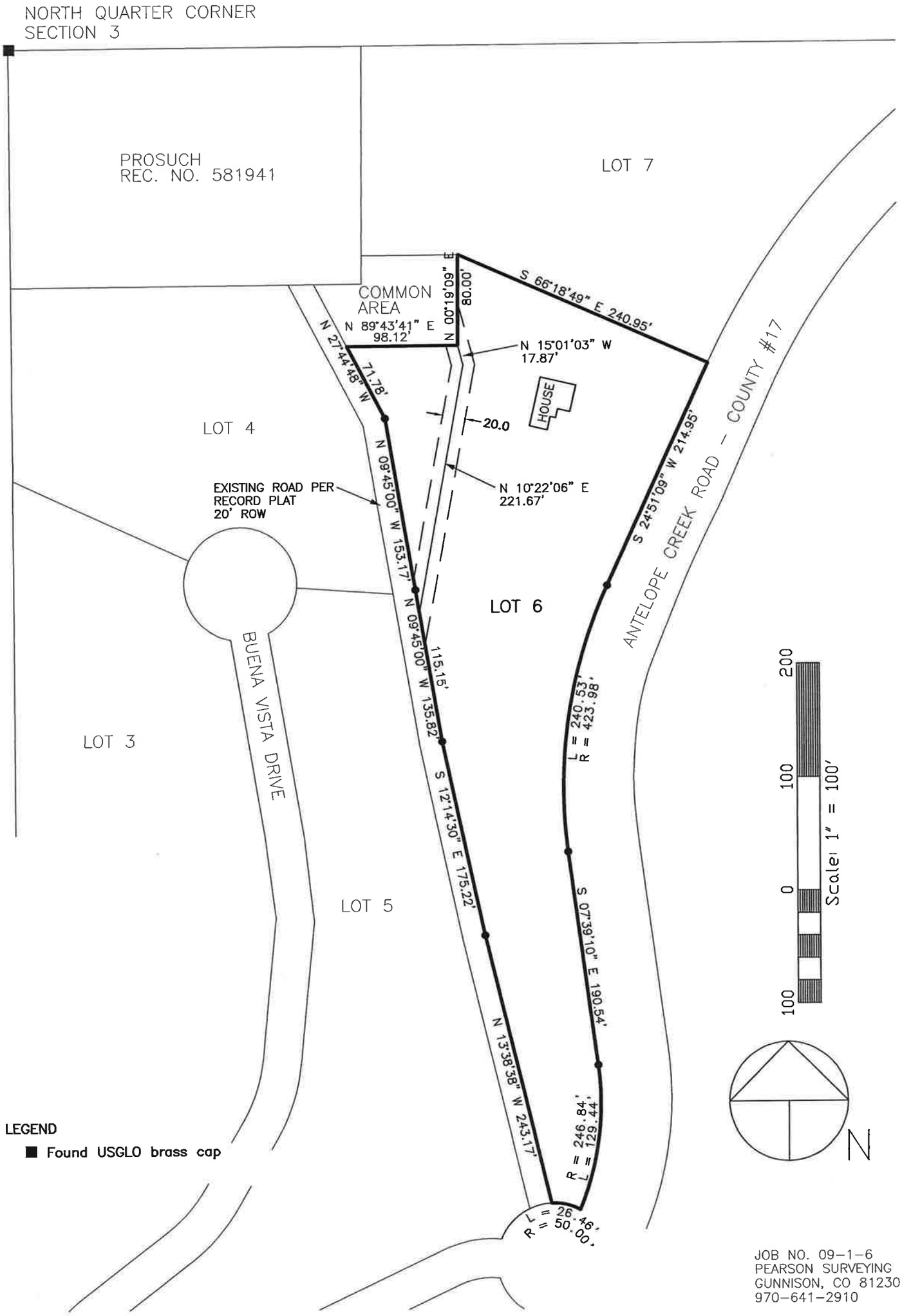
2. North 15°01'03" West 17.87 feet to the southeast corner of the Common Area, said Gunnison Heights Subdivision, the TERMINUS of said centerline.

This tract contains 0.12 acres more or less.

JOB NO. 09-1-6
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

EXHIBIT A

PERPETUAL WATER LINE EASEMENT
WITHIN LOT 6, GUNNISON HEIGHTS SUBDIVISION
GUNNISON COUNTY, COLORADO



JOB NO. 09-1-6
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

GRANT OF PERPETUAL EASEMENT

THIS GRANT OF PERPETUAL EASEMENT, made this 10th day of July, 2014, between ELRC, LLC, address 1635 Hudson Street, Denver, Colorado 80220, 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 the consideration previously paid by Grantee in the amount of Ten Dollars ($10.00) to or for Grantor in the Grant of Temporary Easement dated July 25, 2011 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 two 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 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 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, 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. 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.

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

Ed Lehrburger
Grantor

STATE OF COLORADO)
)
~~COUNTY OF GUNNISON~~)
COUNTY OF WELD

The foregoing was signed and acknowledged before me this 11TH day of JULY, 20 14, by ED LEHRBURGER.

Witness my hand and official seal.
My commission expires: DECEMBER 2, 2015.

SUSAN J. HINTZE NOTARY PUBLIC STATE OF COLORADO

Susan J. Hintze
Notary Public

EXHIBIT A

PERPETUAL WATER LINE EASEMENT

WITHIN ELRC LLC PROPERTY
ALSO WITHIN SW1/4NE SECTION 3, T49N, R1W, NMPM
GUNNISON COUNTY, COLORADO

Water line easement within E.L.R.C. LLC property
prepared for Gunnison County

A tract of land, 20 feet wide, 10 feet each side of the following described centerline, within the E.L.R.C. LLC property, as described by deed recorded at Reception Number 473199 in the records of Gunnison County, Colorado;

Also within the SW1/4NE1/4 of Section 3, Township 49 North, Range 1 West, New Mexico Principal Meridian, Gunnison County, Colorado, more particularly described as follows:

Commencing at the north quarter corner of said Section 3, as marked by a USGLO brass cap monument, thence South 00°21'05" East 2484.44 feet along the west boundary of the NE1/4 of said Section 3 to the POINT OF BEGINNING, thence the following courses along said centerline:

1. North 89°21'14" East 154.85 feet;

2. North 01°35'40" West 128.38 feet;

3. North 01°54'09" West 119.61 feet;

4. North 00°39'34" East 184.41 feet;

5. North 02°48'02" West 73.41 feet;

6. North 07°19'13" West 59.18 feet;

7. North 18°49'50" West 69.83 feet;

8. North 24°15'17" West 119.69 feet;

9. North 21°47'45" West 74.81 feet;

10. North 11°28'31" West 78.76 feet;

11. North 05°28'57" East 74.64 feet;

12. North 20°42'54" East 72.74 feet;

13. North 34°29'06" East 29.75 feet;

14. North 42°15'47" East 47.39 feet to the north boundary of said E.L.R.C. LLC property, the TERMINUS of said centerline.

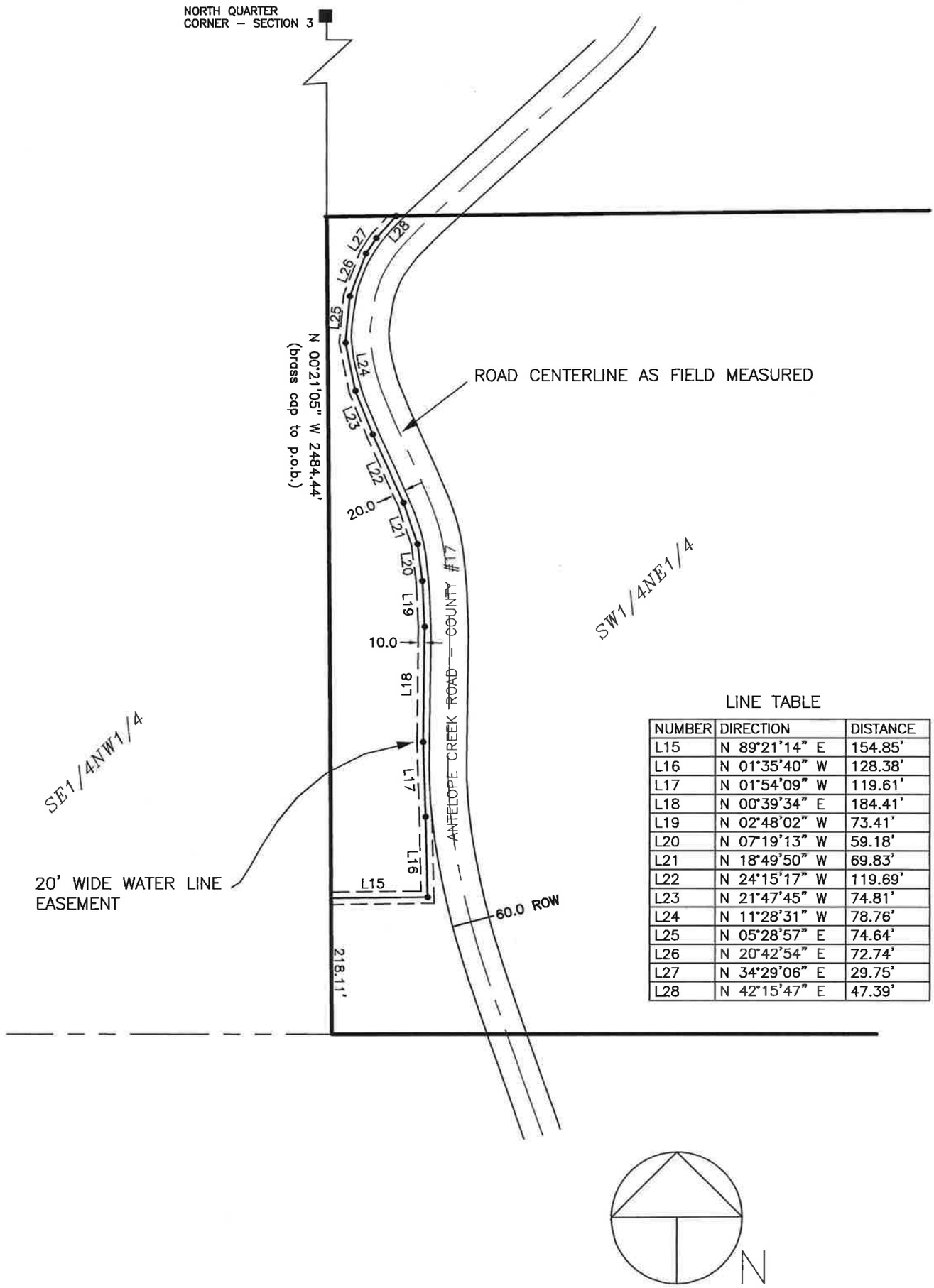
This tract contains 0.58 acres more or less.

JOB NO. 09-1-6
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910

EXHIBIT A

PERPETUAL WATER LINE EASEMENT

WITHIN ELRC LLC PROPERTY
ALSO WITHIN SW1/4NE SECTION 3, T49N, R1W, NMPM
GUNNISON COUNTY, COLORADO



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L15	N 89°21'14" E	154.85'
L16	N 01°35'40" W	128.38'
L17	N 01°54'09" W	119.61'
L18	N 00°39'34" E	184.41'
L19	N 02°48'02" W	73.41'
L20	N 07°19'13" W	59.18'
L21	N 18°49'50" W	69.83'
L22	N 24°15'17" W	119.69'
L23	N 21°47'45" W	74.81'
L24	N 11°28'31" W	78.76'
L25	N 05°28'57" E	74.64'
L26	N 20°42'54" E	72.74'
L27	N 34°29'06" E	29.75'
L28	N 42°15'47" E	47.39'

LEGEND

■ Found USGLO brass cap

200 0 200 400

Scale: 1" = 200'

JOB NO. 09-1-6
PEARSON SURVEYING
GUNNISON, CO 81230
970-641-2910