

**ORDINANCE NO. 8
SERIES 2011**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, VACATING PORTIONS OF WISCONSIN STREET, BIDWELL AVENUE AND MAIN STREET, CITY OF GUNNISON, STATE OF COLORADO; AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE TERMS OF THE AGREEMENT FOR VACATION OF PORTION OF CITY RIGHT OF WAY AND GRANT OF EASEMENTS, DATED JUNE 28, 2011.

WHEREAS, the applicant, Ken Coleman, City Manager of the City of Gunnison, State of Colorado, submitted an application for vacating public property dated August 1, 2011, requesting the City of Gunnison to vacate that portion of Wisconsin Street, Bidwell Avenue and Main Street as described in Exhibit 1; and

WHEREAS, an *Agreement for Vacation of Portion of City Right of Way and Grant of Easements* was made on June 28, 2011 by and between the City of Gunnison, a Colorado home rule municipality, Jeffrey A. Clarke and Charmaine Clarke, Trustees of the Jeffrey A. Clarke Trust No. 1 and the Charmaine Clarke Trust No. 1 ("Clarke"), Robert G. Gydesen and Christine L. Gydesen ("Gydesen"), and Dale B. Thomas, Jr. ("Thomas"); and

WHEREAS, the Planning and Zoning Commission of the City of Gunnison held a public hearing upon the proposed vacation on August 24, 2011, and has made a recommendation to the City Council that the City Council proceed with the requested street vacation, with certain conditions regarding utility and trail easements;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, ORDAINS THAT:

Section 1. Findings of Fact. Based upon the application for street vacation, the supporting materials submitted therewith, and the evidence adduced at the public hearing conducted by the Planning and Zoning Commission of the City of Gunnison, the City Council hereby finds as follows:

- a. That adjoining property owners of the vacated rights-of-way are Clare to the south and Gydesen and Thomas to the north.
- b. That pursuant to Colorado Revised Statutes, upon vacation of the portion of the rights-of-way described, Clarke will own the south half and Gydesen and Thomas will each own the northern portion to the limits of their property boundaries. Gydesen and Thomas have each agreed to Quitclaim their interest in the vacated rights-of-way to the Clarks with the requirement that the Clarks acknowledge the resulting property boundaries.
- c. That the City and the Clarks have been negotiating over the years to determine the location and extent of utility line easements necessary to serve the City, and the Clarks' interest in protecting their property interests, including a historical depot building located within the rights-of-way.
- d. That the vacation of these segments of Bidwell Avenue, Wisconsin Street and Main Street are not in conflict with future street extensions as contemplated by the *City of Gunnison Master Plan* (2007).
- e. That the adjoining property owners and the City have negotiated an agreement (*Agreement for Vacation of Portion of City Right of Way and Grant of Easements*, dated June 28, 2011) to resolve all issues to abandon and relocate certain utility lines and obtain permanent easements for utility lines.



- f. That the establishment of a 30-foot wide utility easement within the vacated ROW area will allow for the installation and maintenance of a sewer line, water line, and other public utilities.
- g. That pursuant to various agreements and/or actions of the City and the Clarkes, certain City utility lines have been located on and through the Clarke property, and certain utilities will be abandoned as a result of the *Agreement for Vacation of Portion of City Right of Way and Grant of Easements*.
- h. That if water service is disconnected when the water main is abandoned, the Clarkes will be responsible for the installation of new water service lines to their property.
- i. That the Clarkes will grant to the City a permanent easement seven and one-half feet (7 ½) on either side of the centerline of the existing sewer main running north to south in the alignment of Main Street projected to the south the full length of the Clarke property.
- j. That the City has been negotiating with various landowners, including the Clarkes, for an extension of a pedestrian and non-motorized vehicle trail to circle the City. The Clarkes will grant a permanent 15-foot trail easement to the City along the entire southern boundary of Tract 3, Wilson #2 Subdivision.

Section 2. Vacation. The streets which are vacated by this ordinance are portions of South Wisconsin Street, Bidwell Avenue and South Main Street as specified in Exhibit 1.

Section 3. Reservation of Easement. There is hereby reserved from the above vacation an easement, being, thirty feet in width, the full length of vacated portions indicated in Exhibits 1 and 2, to the City of Gunnison for the purpose of installation and maintenance of all utilities, and for vehicular access for the purpose of utility repair.

Section 4. Public Infrastructure Abandonments and Relocations. Concurrent with the adoption of this ordinance, the City Council of the City of Gunnison hereby approves the *Agreement for Vacation of Portion of City Right of Way and Grant of Easements* by and between the City of Gunnison, Jeffrey A. Clarke and Charmaine Clarke, Trustees of the Jeffrey A. Clarke Trust No. 1 and the Charmaine Clarke Trust No. 1, Robert G. Gydesen and Christine L. Gydesen, and Dale B. Thomas, Jr., the recordation of which is made a condition of this vacation and included as Exhibit 2.

Section 5. Title. The title to such vacated street portions shall vest in accordance with the provisions of C.R.S. 43-2-302 and the *Agreement for Vacation of Portion of City Right of Way and Grant of Easements*.

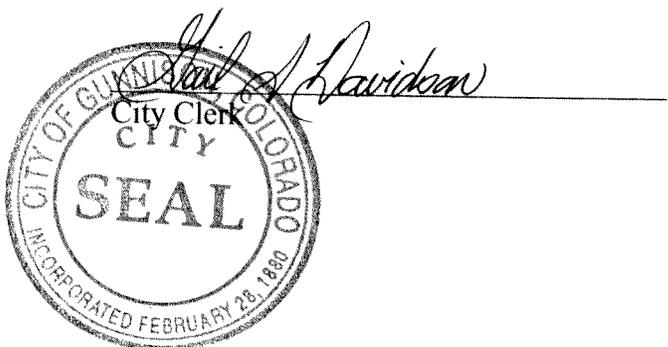
INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED, this 13th day of September, 2011, on first reading, and introduced, read, passed and adopted on second and final reading this 27th day of September, 2011.

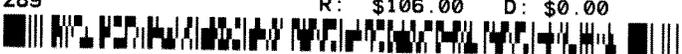


 Mayor

(SEAL)

ATTEST:

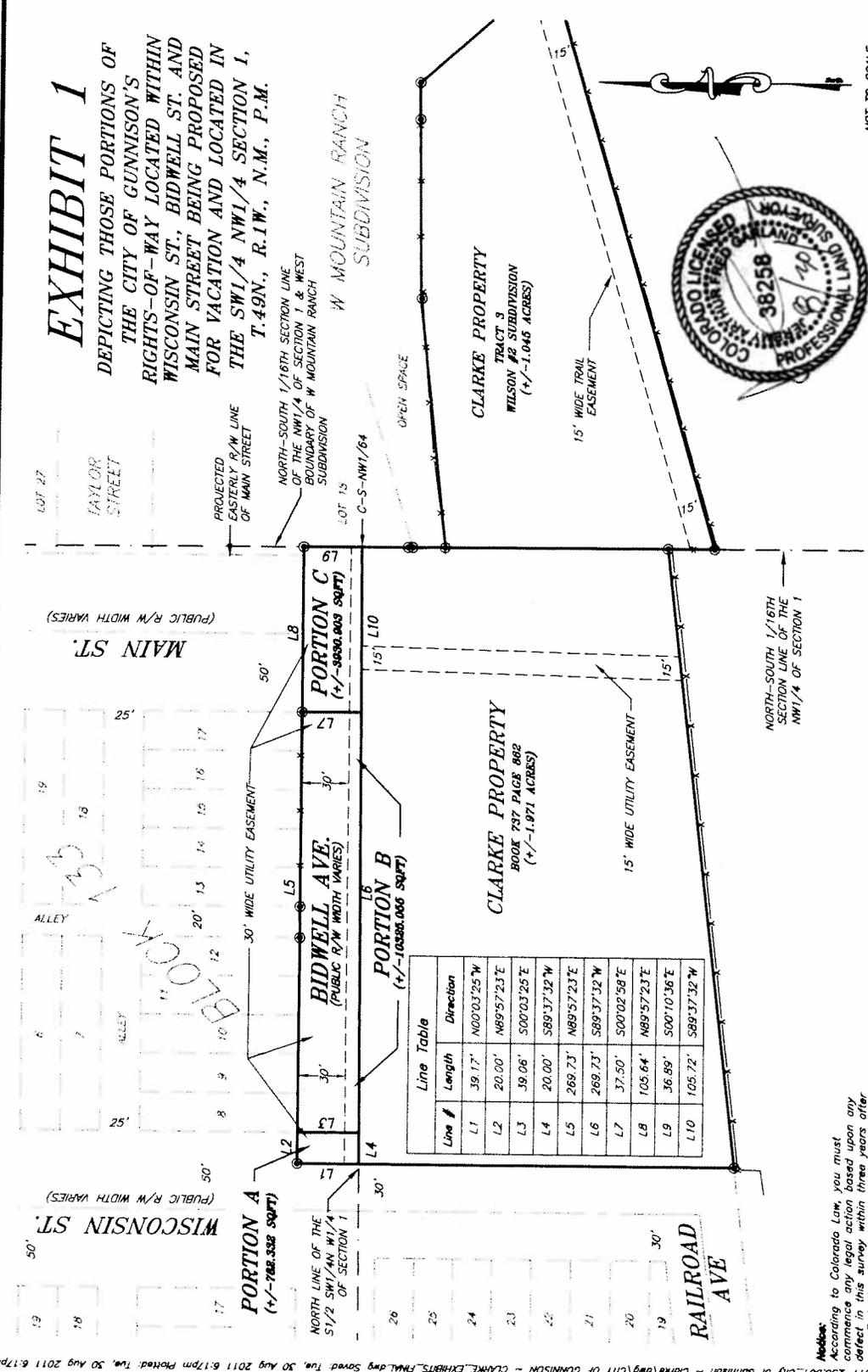


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Job No. 2011-231.001
 Drawn by: JAFG
 Date: 08/30/11
 Appr. by: [Signature]
 File: [Signature]

VACATED PORTIONS OF
 WISCONSIN ST., MAIN ST.
 & BIDWELL AVE.
EXHIBIT

EXHIBIT 1
 DEPICTING THOSE PORTIONS OF
 THE CITY OF GUNNISON'S
 RIGHTS-OF-WAY LOCATED WITHIN
 WISCONSIN ST., BIDWELL ST. AND
 MAIN STREET BEING PROPOSED
 FOR VACATION AND LOCATED IN
 THE SW1/4 NW1/4 SECTION 1,
 T.49N., R.1W., N.M., P.M.



NOT TO SCALE
 SCHMUESER | GORDON | MEYER
 ENGINEERS | SURVEYORS
 118 W. 5th Street, Suite 200
 Glenwood Springs, CO 81601
 (970) 945-1004 FAX (970) 945-5948
 Aspen, Colorado (970) 925-9727
 GLENWOOD SPRINGS, CO 81601
 REGISTERED BUREAU: CO 18701-348-3325

Line #	Length	Direction
L1	39.17'	N00°03'25"W
L2	20.00'	N89°57'23"E
L3	39.06'	S00°03'25"E
L4	20.00'	S89°37'32"W
L5	269.73'	N89°57'23"E
L6	269.73'	S89°37'32"W
L7	37.50'	S00°02'58"E
L8	106.64'	N89°57'23"E
L9	36.89'	S00°10'36"E
L10	105.72'	S89°37'32"W

Notes:
 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.

PORTION A

VACATED PORTIONS OF WISCONSIN STREET AND BIDWELL AVENUE

LOCATED WITHIN THE CITY OF GUNNISON AND BEING
A PORTION OF THE SW1/4 NW1/4 SECTION 1
TOWNSHIP 49 NORTH, RANGE 1 WEST, N.M., P.M.,
GUNNISON COUNTY, COLORADO

VACATED PORTION OF WISCONSIN STREET AND BIDWELL AVENUE

A portion of land located within the northeast quadrant of the intersection of Wisconsin Street and Bidwell Avenue as shown on "The Amended Plat of The Town of West Gunnison", Book of Plats Pages 38 and 39 and/or Reception No. 17078, records of Gunnison County Colorado. Said portion of land being located in the Southwest One-quarter of the Northwest One-quarter (SW1/4 NW1/4) of Section 1, Township 49 North, Range 1 West of the New Mexico Principal Meridian, Gunnison County, Colorado and more particularly described as follows:

Beginning at the most southwesterly corner of Lot 8, Block 133 of said Amended Plat of The Town of West Gunnison, said point being on the easterly right-of-way line of said Wisconsin Street, northerly right-of-way line of said Bidwell Avenue and the True Point of Beginning; thence along a southerly projection of said easterly right-of-way of Wisconsin Street, S00°03'25"E a distance of 39.06 feet the north line of the South One-half of the Southwest One-quarter of the Northwest One-quarter (S1/2 SW1/4 NW1/4) of said Section 1, said line being common with the north boundary of the "Clarke Property" as described in Book 737 Page 862 records of Gunnison County Colorado and the south boundary of said Bidwell Avenue; thence along said common boundary, S89°37'32"W a distance of 20.00 feet to the northwest corner of said "Clarke Property"; thence leaving said common boundary, through said northeast quadrant of the intersection of Wisconsin Street and Bidwell Avenue along a projection of the westerly boundary of said "Clarke Property", N00°03'25"W a distance of 39.17 feet to a point on a westerly projection of said northerly right-of-way line of Bidwell Avenue; thence continuing along said westerly projection through said northeast quadrant, N89°57'23"E a distance of 20.00 feet to the True Point of Beginning.

Said portion of land containing 782.332 SQFT more or less and being subject to all easements encumbrances of record or as shown hereon.

All bearings being referenced to a bearing of S89°57'23"W found between the southwesterly corner of Lot 13 and the southeasterly corner of Lot 17, Block 133 of said Amended Plat of The Town of West Gunnison. Said corners being monumented by a Yellow Plastic Cap marked 33467 LS.

Jeremy A.F. Garland, L.S. 38258
Schmueser Gordon Meyer
103 w. Tomichi Ave.
Suite A
Gunnison, CO 81230

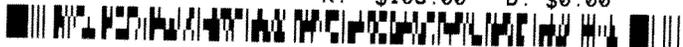

Jeremy A.F. Garland, L.S. 38258



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ENGINEERS | SURVEYORS

SCHMUESER GORDON MEYER, INC.
118 W. 6TH STREET, SUITE 200
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(970) 945-1004 FAX (970) 945-5948
ASPEN, COLORADO (970) 925-6727
CRESTED BUTTE, CO (970) 349-5355

LEGAL DESCRIPTION

Job No:2011-231.001 Date: 08/30/11 Drawn by: JAFG File: S./231

PORTION B
VACATED PORTION OF
BIDWELL AVENUE

*LOCATED WITHIN THE CITY OF GUNNISON AND BEING
 A PORTION OF THE SW1/4 NW1/4 SECTION 1
 TOWNSHIP 49 NORTH, RANGE 1 WEST, N.M., P.M.,
 GUNNISON COUNTY, COLORADO*

VACATED PORTION OF BIDWELL AVENUE

A portion of Bidwell Avenue between the easterly right-of-way line of Wisconsin Street and westerly right-of-way line of Main Street as shown on "The Amended Plat of The Town of West Gunnison", Book of Plats Pages 38 and 39 and/or Reception No. 17078, records of Gunnison County Colorado. Said portion of land being located in the Southwest One-quarter of the Northwest One-quarter (SW1/4 NW1/4) of Section 1, Township 49 North, Range 1 West of the New Mexico Principal Meridian, Gunnison County, Colorado and more particularly described as follows:

Beginning at the most southwesterly corner of Lot 8, Block 133 of said Amended Plat of The Town of West Gunnison, said point being on the easterly right-of-way line of said Wisconsin Street, northerly right-of-way line of said Bidwell Avenue and the True Point of Beginning; thence along said northerly right-of-way of Bidwell Avenue, N89°57'23"E a distance of 269.73 feet to the most southeasterly corner of Lot 17, Block 133 of said Amended Plat of The Town of West Gunnison, said point being on the westerly right-of-way line of said Main Street; thence along a southerly projection of the said westerly right-of-way line of Main Street, S00°02'58"E a distance of 37.50 feet to a point on the north line of the South One-half of the Southwest One-quarter of the Northwest One-quarter (S1/2 SW1/4 NW1/4) of said Section 1, said line being common with the south boundary of said Bidwell Avenue and north boundary of the "Clarke Property" as described in Book 737 Page 862 records of Gunnison County Colorado; thence along said common boundary, S89°37'32"W a distance of 269.73 feet to a point on a southerly projection of said easterly right-of-way line of said Wisconsin Street; thence leaving said common boundary along said southerly projection of the easterly right-of-way line of Wisconsin Street, N00°03'25"W a distance of 39.06 feet to the True Point of Beginning.

Said portion of land containing 10325.055 SQFT more or less and being subject to all easements encumbrances of record or as shown hereon.

All bearings being referenced to a bearing of S89°57'23"W found between the southwesterly corner of Lot 13 and the southeasterly corner of Lot 17, Block 133 of said Amended Plat of The Town of West Gunnison. Said corners being monumented by a Yellow Plastic Cap marked 33467 LS.

Jeremy A.F. Garland, L.S. 38258
 Schmueser Gordon Meyer
 103 w. Tomichi Ave.
 Suite A
 Gunnison, CO 81230


 Jeremy A.F. Garland, L.S. 38258



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 CRESTED BUTTE, CO (970) 349-5355

LEGAL DESCRIPTION

Job No. 2011-231.001 Date: 08/30/11 Drawn by: JAFG File: S:/231

PORTION C

VACATED PORTIONS OF MAIN STREET AND BIDWELL AVENUE

LOCATED WITHIN THE CITY OF GUNNISON AND BEING
A PORTION OF THE SW1/4 NW1/4 SECTION 1
TOWNSHIP 49 NORTH, RANGE 1 WEST, N.M., P.M.,
GUNNISON COUNTY, COLORADO

VACATED PORTION OF MAIN STREET AND BIDWELL AVENUE

A portion of land being located within the intersection of Main Street and Bidwell Avenue as shown on "The Amended Plat of The Town of West Gunnison", Book of Plats Pages 38 and 39 and/or Reception No. 17078, records of Gunnison County Colorado. Said portion of land being located in the Southwest One-quarter of the Northwest One-quarter (SW1/4 NW1/4) of Section 1, Township 49 North, Range 1 West of the New Mexico Principal Meridian, Gunnison County, Colorado and more particularly described as follows:

Beginning at the most southeasterly corner of Lot 17, Block 133 of said Amended Plat of The Town of West Gunnison, said point being on the westerly right-of-way line of said Main Street, northerly right-of-way line of said Bidwell Avenue and the True Point of Beginning; thence along an easterly projection of the said northerly right-of-way line of Bidwell Avenue, N89°57'23"E a distance of 105.64 feet to a point on the north-south 1/16th line of the Northwest One-quarter (NW1/4) of said Section 1; thence along said north-south 1/16th line, S00°10'36"E a distance of 36.89 feet to the Center-south-northwest One-sixtyfourth (C-S-NW1/64) corner, said corner also being the northeast corner of the "Clarke Property" as described in Book 737 Page 862 records of Gunnison County Colorado, and on the south boundary of said Bidwell Avenue, north boundary of said "Clarke Property" and the north line of the South One-half of the Southwest One-quarter of the Northwest One-quarter (S1/2 SW1/4 NW1/4) of said Section 1; thence leaving said north-south 1/16th line along said common boundary, S89°37'32"W a distance of 105.72 feet to a point on a southerly projection of said westerly right-of-way line of Main Street; thence along said southerly projection, N00°02'58"W a distance of 37.50 feet to the True Point of Beginning.

Said portion of land containing 3930.903 SQFT more or less and being subject to all easements encumbrances of record or as shown hereon.

All bearings being referenced to a bearing of S89°57'23"W found between the southwesterly corner of Lot 13 and the southeasterly corner of Lot 17, Block 133 of said Amended Plat of The Town of West Gunnison. Said corners being monumented by a Yellow Plastic Cap marked 33467 LS.

Jeremy A.F. Garland, L.S. 38258
Schmueser Gordon Meyer
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LEGAL DESCRIPTION

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EXHIBIT 2

AGREEMENT FOR VACATION OF PORTION OF CITY RIGHT
OF WAY AND GRANT OF EASEMENTS

THIS AGREEMENT is made this 28th day of June, 2011, by and between the City of Gunnison, a Colorado home rule municipality ("City"), Jeffrey A. Clarke and Charmaine Clarke, Trustees of the Jeffrey A. Clarke Trust No. 1 and the Charmaine Clarke Trust No. 1 ("Clarke"), Robert G. Gydesen and Christine L. Gydesen ("Gydesen"), and Dale B. Thomas, Jr. ("Thomas").

Recitals:

1. The City of Gunnison is a Colorado home rule municipality.
2. Clarke is the owner and in possession of the real property described on EXHIBIT A, attached hereto and incorporated herein. Such property is commonly known as the Depot Property, and is located within the City of Gunnison ("Clarke Property").
3. Gydesen is the owner and in possession of Lots 1-12, all of the alley adjoining Lot 7 on the South, and the South half of Evans Street adjoining Block 133, West Gunnison.
4. Thomas is the owner and in possession of Lots 13-17 and the South half of the E/W Alley adjoining Block 133, West Gunnison.
5. The City and Clarke have been negotiating over the years to determine the location and extent of utility line easements necessary to serve the City, and Clarke's interest in protecting his property interests, including a historical depot building located within the City right of way, platted as Bidwell Avenue.
6. The City has also been negotiating with various landowners, including Clarke, for extension of a pedestrian and non-motorized vehicle trail to circle the City.
7. Pursuant to various agreements and/or actions of the City and Clarke, certain City utility lines have been located on and through the Clarke Property.
8. The parties have negotiated an agreement to resolve all issues, pending City Council approval, to abandon and relocate certain utility lines, obtain permanent easements for said utility lines, obtain a permanent trail easement for the benefit of the City and its inhabitants, and to vacate applicable portions of Bidwell Avenue, Wisconsin Street, and Main Street, which portions will then be owned by and/or deeded to Clarke.
9. The Gydesen and Thomas properties, as described above, abut the relevant portion of Bidwell Avenue to the North of the Clarke Property.
10. Gydesen has agreed to quitclaim his interest in Bidwell Avenue once vacated, to Clarke. Thomas has agreed to quitclaim his interest in Bidwell Avenue, as such may lie South of his existing property pins pursuant to survey, once vacated, to Clarke.

NOW, THEREFORE, for good and valuable consideration expressly acknowledged by the parties hereto, the parties agree as follows:

1. The City shall request that City Council approve the vacation of portions of Wisconsin Street, Bidwell Avenue, and Main Street, all within the Amended Plat of the Town of West Gunnison, pursuant to §43-2-301, et seq., C.R.S. (2010), as follows:

The portion of Wisconsin Street as platted, as such intersects with Lot 8, Block 133, extended to the West and then South to the Northern boundary of the Clarke Property;

The portion of Bidwell Avenue as platted that is located to the South of Block 133, and to the North of the Clarke Property;

The portion of Main Street as dedicated as such intersects with Lot 17, Block 133, extended to the East, and then South to the Northern boundary of the Clarke Property;

All descriptions to be surveyed.

2. Pursuant to Colorado Statute, upon vacation of the portion of Bidwell Avenue described above, Clarke will own the South half of the vacated portion, and Gydesen and Thomas will each own the Northern portion to the limits of their property boundaries as described above.
3. Gydesen and Thomas will each Quitclaim their interest in Bidwell Avenue as vacated, to Clarke, with the requirement that Clarke acknowledge their property boundaries and that he has no right of access, use or other interest in their respective properties. Clarke, by execution of this Agreement, does so acknowledge. The form of quitclaim deeds to be utilized are attached hereto as EXHIBIT B.
4. Upon vacation of the portions of Wisconsin Street, Bidwell Avenue and Main Street, described above, Clarke will grant to the City a permanent easement seven and one-half feet (7 1/2) on either side of the centerline of the existing sewer main running north to south in alignment of Main Street projected to the South the full length of the Clarke Property. The form of easement is attached hereto as EXHIBIT C.
5. Clarke will also grant to the City a permanent easement for the installation of a sewer line, water line, utility lines, and storm water drain through and under the vacated portions of Wisconsin Street, Bidwell Avenue and Main Street, to continue South along the western boundary of the Clarke property. Said easement shall provide access to the City for the installation, maintenance and repair of such utility lines. The form of easement is attached as EXHIBIT D.

6. Upon execution by Clarke of the easements described in Paragraphs 3 and 4, the City will abandon all other utility lines running through and under the Clarke Property, including a water line, sewer line (but not the sewer main described in paragraph 4), electric line, and storm sewer.
7. The City will hire a surveyor of Clarke's choosing to survey all required property descriptions, portions of streets to be vacated, and easements to be granted. The City and Clarke agree that the results of the survey will be binding on the parties and that neither party may void this agreement based on the results of the survey.
8. If water service is disconnected when the water main is abandoned, Clarke will be responsible for bringing water service to his property and/or structures on the property, such to be at Clarke's expense.
9. In addition to the above easements, Clarke will grant a permanent trail easement to the City along the entire southern boundary of real property owned by the Jeffrey A. Clarke Trust No. 1 and Charmaine Clarke Trust No. 1, as Tenants in Common, more particularly described as Tract 3, Wilson #2 Subdivision, according to the plat thereof recorded in the Gunnison County Clerk and Recorder's Office on January 28, 1997, at Reception No. 473556. The form of easement is attached as EXHIBIT E.
10. The City shall obtain a survey to set the locations of all easements to be conveyed herein. No party may contest the results of the survey.
11. Each party agrees to execute, acknowledge and deliver such further documents as may be reasonably necessary to implement the provisions of this agreement.
12. Attorney's Fees. If any legal action is commenced or maintained in a court of law, whether in law or in equity by either party to this Agreement, as to interpretation, enforcement or construction of this Agreement, the prevailing party in any such action shall be entitled to reasonable attorney's fees together with all reasonable costs and expenses incurred.
13. This Agreement is executed in Gunnison County, Colorado, and shall be interpreted, construed and governed by the laws of the State of Colorado.
14. Jurisdiction and venue of any action as to this Agreement shall be in the District Court of Gunnison County, Colorado.
15. Specific Performance. In the event of a breach of this agreement, the non-defaulting party shall, in addition to any damages sustained, have the right to seek and obtain specific performance of all terms and conditions contained in this Agreement.

16. Severability. If any term or provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement and the terms or provisions it contains shall not be affected, and all other terms and provisions shall be valid and enforceable to the full extent permitted by law.

17. Binding Agreement. This Agreement shall be binding upon the parties and their respective successors, heirs and assigns.

Executed on the date first set forth above.

**CITY OF GUNNISON,
a Colorado home Rule Municipality**



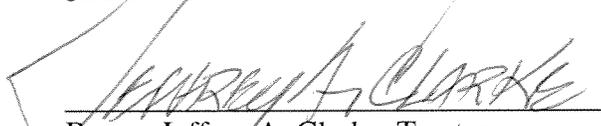
Mayor

ATTEST:

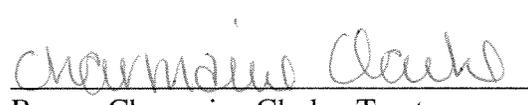


Gail Davidson, City Clerk

JEFFREY A. CLARKE TRUST No. 1

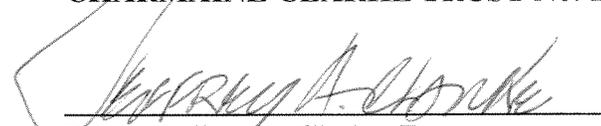


By: Jeffrey A. Clarke, Trustee

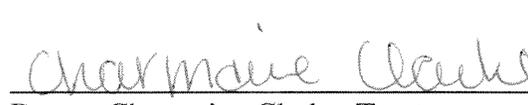


By: Charmaine Clarke, Trustee

CHARMAINE CLARKE TRUST No. 1



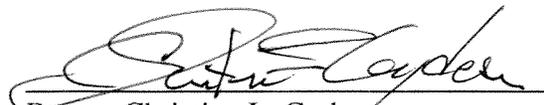
By: Jeffrey A. Clarke, Trustee



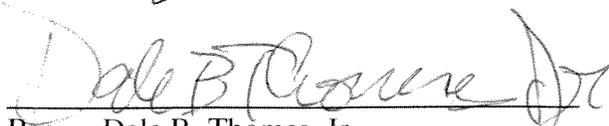
By: Charmaine Clarke, Trustee



By: Robert G. Gydesen



By: Christine L. Gydesen



By: Dale B. Thomas, Jr.

**EXHIBIT B
QUIT CLAIM DEED**

THIS DEED, made this _____ day of _____, between Robert G. Gydesen and Christine L. Gydesen ("Grantor"), and Jeffrey A. Clarke and Charmaine Clarke, Trustee of the Jeffrey A. Clarke Trust No. 1 and Charmaine Clarke Trust No. 1 ("Grantee"), whose address is P.O. Box 293, Gunnison, CO 81230;

WITNESSETH, That the Grantor, for and in consideration of the sum of TEN and NO/100's (\$10.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto Grantee, his heirs and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the City of Gunnison, County of Gunnison, and State of Colorado, described as follows:

All of Grantors' right to possession and ownership of Bidwell Avenue as such is described by survey dated _____, City of Gunnison, County of Gunnison, State of Colorado.

(No consideration was paid for this deed and no documentary tax or fee is required.)

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee, his heirs and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

Robert G. Gydesen

Christine L. Gydesen

STATE OF COLORADO)
)ss.
COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this _____ day of _____, by Robert G. Gydesen and Christine L. Gydesen, Grantor.

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

(SEAL)

Notary Public

**EXHIBIT C
GRANT OF SEWER MAIN EASEMENT**

THIS GRANT OF EASEMENT is made and entered into this ____ day of _____, by and between Jeffrey A. Clarke and Charmaine Clarke, Trustees of the Jeffrey A. Clarke Trust No. 1 and Charmaine Clarke Trust No. 1, hereinafter referred to as "GRANTORS", and the CITY OF GUNNISON, a Colorado home rule municipality, whose address is P. O. Box 239, Gunnison, Colorado 81230, hereinafter referred to as "GRANTEE", WITNESSETH THAT:

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GRANTORS have this date bargained, conveyed, delivered, transferred, and sold, and by these presents do bargain, convey, deliver, transfer, and sell unto the GRANTEE, its successors and assigns, a permanent easement for the construction and maintenance of a sewer main, said easement being described as follows:

7 1/2 feet on either side from the center line of the sewer main running north to south in the alignment of Main Street projected to the south the full length of the Clarke property, as such property is described in EXHIBIT A, attached hereto and incorporated herein, City of Gunnison, County of Gunnison, State of Colorado", hereinafter referred to as "Easement Area".

GRANTORS shall have the right to use and occupy the Easement Area for any purpose not inconsistent with GRANTEE'S full enjoyment of the rights hereby granted.

Any liability for personal injury to GRANTEE, its employees, agents, and invitees, or any third persons, as a result of or arising out of or relating to the use and occupancy of the Easement Area by GRANTEE, shall be borne by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands the day and year first above written.

JEFFREY A. CLARKE TRUST No. 1

By: Jeffrey A. Clarke, Trustee

By: Charmaine Clarke, Trustee

CHARMAINE CLARKE TRUST No. 1

By: Jeffrey A. Clarke, Trustee

By: Charmaine Clarke, Trustee

EXHIBIT D

GRANT OF EASEMENT
(Main, Bidwell and Wisconsin Utility Lines)

THIS GRANT OF EASEMENT is made and entered into this ____ day of _____, by and between Jeffrey A. Clarke and Charmaine F. Clarke, Trustees of the Jeffrey A. Clarke Trust No. 1 and Charmaine Clarke Trust No. 1, hereinafter referred to as "GRANTORS", and the CITY OF GUNNISON, a Colorado home rule municipality, whose address is P. O. Box 239, Gunnison, Colorado 81230, hereinafter referred to as "GRANTEE", WITNESSETH THAT:

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GRANTORS have this date bargained, conveyed, delivered, transferred, and sold, and by these presents do bargain, convey, deliver, transfer, and sell unto the GRANTEE, its successors and assigns, a permanent easement for the construction and maintenance of a sewer line, water line, utility lines and storm water drain, said lines to be located within the vacated portions of Main Street and Bidwell Avenue running West to the center alignment of Wisconsin Street projected and then to the south along the Western boundary of the Clarke Property as such is described on EXHIBIT A, attached hereto and incorporated herein, AND granting the Grantee a right of access through and across the vacated portion of Bidwell Avenue, City of Gunnison, County of Gunnison, State of Colorado", hereinafter referred to as "Easement Area".

GRANTORS shall have the right to use and occupy the Easement Area for any purpose not inconsistent with GRANTEE'S full enjoyment of the rights hereby granted.

Any liability for personal injury to GRANTEE, its employees, agents, and invitees, or any third persons, as a result of or arising out of or relating to the use and occupancy of the Easement Area by GRANTEE, shall be borne by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands the day and year first above written.

EXHIBIT E
GRANT OF PERMANENT TRAIL EASEMENT

Jeffrey A. Clarke and Charmaine Clarke, as Trustees of the Jeffrey A. Clarke Trust No. 1 and the Charmaine Clarke Trust No. 1, whose address is P.O. Box 293, Gunnison, Colorado 81230 (“GRANTOR”), being the owner of the hereinafter described real property located in the County of Gunnison and State of Colorado, for and in consideration of One and no/100 Dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby grant and convey unto the CITY OF GUNNISON, COLORADO, a Colorado home rule municipality (“CITY”), and CITY’S successors, assigns, and representatives, a non-exclusive, permanent trail easement (“Easement”) along the Southern Boundary of GRANTOR’S real property in Gunnison County, Colorado. Said easement shall be fenced, shall be 15-foot wide measured from the Southern Boundary of Grantor’s Property and shall run West to East along the entire length of the Southern Boundary of Grantor’s Property, described as Tract 3, Wilson #2 Subdivision, according to the plat thereof recorded in the Gunnison County Clerk and Recorder’s on January 28, 1997, at Reception No. 473556. The legal description for said easement is attached hereto and incorporated herein as EXHIBIT A.

GRANTOR grants the Easement to the CITY for the purpose of installation, maintenance, repair, replacement, and recreational trail improvements for (a) public recreational use by pedestrians and non-motorized vehicles upon and across the Easement; (b) operation of motorized emergency vehicles upon and across the Easement; and (c) CITY use of motorized vehicles and equipment as reasonably necessary in connection with construction, maintenance, repair, and replacement of trail-related improvements within the Easement.

The CITY shall be solely responsible to contain pedestrians and animals within the easement, and maintain the easement at all times in good condition. The CITY agrees that snow removed from the Easement shall not be deposited on GRANTOR’S property. In addition, the CITY agrees to allow GRANTOR to place a gate in the fence for access to the easement on the Northern boundary of said Easement in a location to be determined by agreement of both parties.

Any liability for personal injury to the CITY, its employees, agents, and invitees, or any third persons as a result of or arising out of or relating to the use or occupancy of the Easement, shall be borne by the CITY. Further, CITY agrees to indemnify and hold harmless GRANTOR, their successors and assigns, against any loss or damage which should result from, arise out of, or be attributable to the use of the Easement as contemplated herein.

All rights, title, and privileges herein granted or reserved, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of GRANTOR and the CITY, their respective successors, assigns, and legal representatives.

