

BoC

RESOLUTION NO 19-137

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION TO APPROVE A NON-EXCLUSIVE PERMANENT EASEMENT AT DRAKE
LAKE

WHEREAS, pursuant to §§30-11-101(1)(B)-(C), 30-11-102, 30-11-103, AND 30-11-107(1)(A) C.R.S., the Board of County Commissioners of El Paso County, Colorado has the legislative authority to purchase and hold real and personal property for the use of the County, when deemed by the Board to be in the best interests of the County and its inhabitants; and

WHEREAS, the El Paso County (County) owns and manages property known as Drake Lake; and

WHEREAS, the County is completing a repair of breach in the embankment at Drake Lake and needs to extend the existing non-exclusive permanent easement in order to complete the repair; and

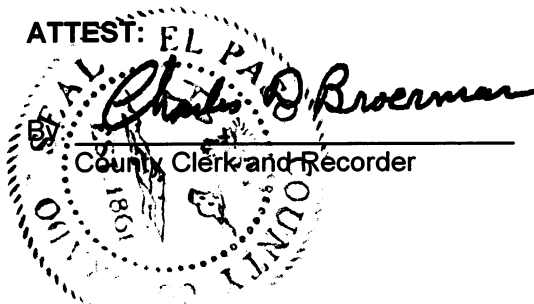
WHEREAS, the adjacent property owner has agreed to the easement extension and has signed the attached non-exclusive permanent easement.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners hereby approves the non-exclusive permanent easement.

AND BE IT FURTHER RESOLVED, that Mark Waller, Chair of the Board of County Commissioners of the County of El Paso, State of Colorado, or Longinos Gonzalez Jr., Vice Chair of the Board of County Commissioners, shall be authorized to execute any and all documents reasonable and necessary to carry out the intent of the Board as described herein.

DONE THIS 23rd day of April, 2019, at Colorado Springs, Colorado.

ATTEST:



County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By:

Chair

Chuck Broerman

04/24/2019 11:28:05 AM

Doc \$0.00

4

Rec \$0.00

Pages

El Paso County, CO



219042596

NON-EXCLUSIVE PERMANENT EASEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("AGREEMENT") is made this ____ day of _____, 20____, between Melanie J. Berg, whose mailing address is 7470 Mallard Drive, Peyton, Colorado 80831, (hereinafter "Grantor"), and EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose address is 200 S. Cascade Avenue, Colorado Springs, CO 80903 (hereinafter "Grantee"), for and in consideration of the sum of \$1 Dollar and No Cents (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by Grantee. Grantor has given and granted and by these presents does hereby give and grant unto the said Grantee, its heirs, successors or assigns a NON-EXCLUSIVE PERMANENT EASEMENT only along, over and across the following described premises:

El Paso County owns a non-exclusive permanent easement as outlined in light green on Attachment A. The easement is recorded in Book 2631, Page 146. This non-exclusive easement is outlined in red on Attachment A and will be recorded pursuant to law.

This non-exclusive permanent easement is for the following purposes, which include, but are not limited to: design, testing, construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress. Nothing herein shall be deemed to create any rights of ingress and egress in favor of the general public. In addition, Grantee covenants it shall not install any improvements for the enjoyment or use of the general public upon the Easement Area.

Grantor shall not construct improvements in the easement area, specifically the drainage channel or on the dam, that would unreasonably interfere with the Grantee's use of the easement area. No trees or shrubs that will impair the structural integrity of the Grantee's drainage improvements shall be planted or allowed to grow in this area and may be removed by the Grantee.

That portion of the easement that pertains to slope control is subject to the following conditions: at no time hereafter shall the Grantor, or anyone claiming by, through, or under the Grantor, perform any act or thing which is or may be detrimental to, or have any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantee shall have the right to remove any object which is detrimental to its improvements, including, but not limited to, obstructions, trees or shrubs, and/or debris.

The Grantee will provide the Grantor with 24 hours-notice prior to completing any maintenance and / or improvements within the easement area.

Grantor hereby covenants with the Grantee that they have good title to the aforescribed premises, that they have good and lawful right to grant this easement, that they will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this Non-Exclusive Permanent Easement.

NON-EXCLUSIVE PERMANENT EASEMENT

GRANTOR:

Melanie ~~J. MBB~~ Berg

By: Melanie J. Berg
Melanie ~~J. MBB~~ Berg

State of Colorado

County of El Paso) ss

The foregoing instrument was acknowledged before me this 8th day of April, 2019, by Melanie ~~J. MBB~~ Berg

Witness my hand and official seal.

Sara M Frear
Notary Public

My Commission Expires: 3/5/22

SARA M FREAR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984003610
My Commission Expires March 5, 2022

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
County Clerk and Recorder

By: _____
Chair

State of _____)
County of _____) ss

MARK WALTON, CHAIR
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Daryl Glenn, President of the Board of County Commissioners of El Paso County, Colorado, and as attested to by _____, County Clerk and Recorder

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

