PARK COUNTY BOARD OF COMMISSIONERS
AGENDA
856 CASTELLO AVENUE
FAIRPLAY, CO 80440
THURSDAY, DECEMBER 19, 2019

9:30 AM CALL TO ORDER
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES
APPROVAL OF VOUCHERS
CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

.I. APPROVE/DENY PUBLIC WORKS MOTOR FUEL BID

.II. APPROVE/DENY PROPERTY DONATION TO LAKE GEORGE COMMUNITY PARK

Documents:

South Platte Holdings - Park County Access Easement (parkland) FINAL Dec 11 19.pdf
South Platte Holdings - Park County Donation Agreement FINAL Dec 11 19.pdf
South Platte Holdings Protective Covenants Park Property FINAL Dec 4 19.pdf

.III. APPROVE/DENY RESOLUTIONS APPROVING THE 2020 FINAL BUDGET

- RESOLUTION OF COUNTY MILL LEVY
- RESOLUTION OF APPROPRIATIONS
- BUDGET RESOLUTION
- RESOLUTION LEVYING GENERAL PROPERTY TAXES

PUBLIC HEARING(S)
PUBLIC COMMENTS
EXECUTIVE SESSION IN REGARD TO LEGAL & PERSONAL MATTERS (CLOSED SESSION)
ADJOURN

TIMES ARE APPROXIMATE. ITEMS MAY BE HEARD EARLIER OR LATER THAN SHOWN ABOVE.
NOTE: Items May Be Added To These Agendas Up To 48 Hours Before The Scheduled Time. Items May Be Deleted Or Cancelled At Any Time. Please Check Website "parkco.us" for most Updated Agendas. If You Need Further Information, Please Contact The BOCC (Board of County Commissioners) Office At: 719-836-4201.
ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (“Agreement”) is entered into as of the ____ day of __________, 2019, between the County of Park (“Grantor”), and South Platte Holdings, LLC, a Colorado limited liability company, with an address of 2035 East Iron Ave., Number 200, Salina, Kansas 67401 (“Grantee”).

Background and Purpose

A. Grantor is the owner of real property in Park County, Colorado, legally described in the attached Exhibit A and incorporated by this reference (“Park Property”)

B. Grantee is the owner of real property located in Park County, Colorado, legally described in the attached Exhibit B and incorporated by this reference (“Adjacent Property”)

C. Grantee is conveying a portion of the Park Property to Grantor, and in return, desires to obtain an access easement over, through and across the Park Property for vehicular and pedestrian access to and from the Adjacent Property, as legally described in the attached Exhibit C and depicted in the attached Exhibit D.

D. Grantor is agreeable to granting the easement for the benefit of the Adjacent Property, subject to the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows.

Easement

1. Grant of Easement. Grantor hereby grants, conveys and transfers to Grantee, its successors and assigns, a perpetual, non-exclusive easement (“Easement”) over and across that portion of the Park Property described on Exhibit C (the “Easement Property”), for vehicular and pedestrian ingress to and egress from the Adjacent Property. Attached as Exhibit D, for informational purposes only, is a diagram showing the Easement Property.

2. Use and Benefit. The Easement shall be solely for uses described or reasonably related to the uses described in paragraph 1 above. The Easement shall solely be for the benefit of Grantee, its managers, guests, contractors, successors and assigns, and the Adjacent Property.

3. Improvements; No Obstructions. The Easement Property is within a public park owned and maintained by Grantor. Upon prior written notice to, and written authorization from Grantor, Grantee may, at its sole cost and expense, improve the Easement Property by making such other improvements (“Improvements”) consistent with good roadway management. Neither party shall have the right to obstruct, impair or interfere with the reasonable use of the Easement Property by the other party, by installing a gate or otherwise, without the other party’s written consent.

4. Maintenance and Repair of Easement Property; Indemnification. Grantee, its successors and assigns, shall, at his own cost and expense, perform any and all necessary or appropriate maintenance and repair work on the Easement Property so as to maintain it in a good, clean and safe condition and repair. Grantee is solely responsible for the cost and performance of any repairs or maintenance within the Easement Property or arising from its use by Grantee. Grantee shall not allow the imposition of any liens for any work performed on the Easement Property at Grantee’s direction. Grantee shall indemnify and hold
Grantor harmless from any liens or liability of any nature, including liability for claims arising from personal injury or property damage, arising from the use and maintenance of the Easement Property by Grantee, Grantee’s managers, members, guests, contractors, successors and assigns.

5. Benefits and Burdens. The benefits and burdens of the Easement shall run with the Park Property and the Adjacent Property and shall be binding upon, and inure to the benefit of, the respective successors and assigns of the owners of the Park Property and the Adjacent Property.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first above written.

GRANTOR:

COUNTY OF PARK

By: ____________________________________
    Richard Elsner, Chairman
    Park County Board of County Commissioners

STATE OF COLORADO )
    ) ss.
COUNTY OF PARK )

The foregoing instrument was acknowledged before me this _____ day of ______________, 2019, by Richard Elsner, as Chairman of the Park County Board of County Commissioners.

Witness my hand and official seal.

My commission expires: ____________________

[SEAL]

____________________________________
Notary Public
GRANTEE:

SOUTH PLATTE HOLDINGS, LLC
a Colorado limited liability company

By: ________________________________
    John C. Gunn, Manager

STATE OF _____________  )
    ) ss.
COUNTY OF ____________  )

The foregoing instrument was acknowledged before me this _____ day of ________________, 2019, by John C. Gunn, Manager of South Platte Holdings, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: ____________________

[SEAL]

______________________________________
        Notary Public
EXHIBIT A
LEGAL DESCRIPTION OF THE PARK PROPERTIES

LEGAL DESCRIPTION OF PARK COUNTY PROPERTY DESCRIBED IN BOOK 451 AT PAGE 666:
A TRACT OF LAND BEING A PART OF THE NW ¼ OF SECTION 29, T 12 S, R 71 W, OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE N ¼ CORNER OF SAID SECTION 29, THENCE S 00°53'00" E ALONG THE NORTH-SOUTH CENTER OF SECTION LINE OF SAID SECTION 29 FOR A DISTANCE OF 219.46' TO THE TRUE POINT OF BEGINNING, THENCE S 00°53'00" E CONTINUING ALONG THE SAID NORTH-SOUTH CENTER OF SECTION LINE FOR A DISTANCE OF 273.69'; THENCE S 75°35'21" W FOR A DISTANCE OF 1768.26' TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 24; THENCE N 33°45'47" W ALONG SAID R.O.W. FOR A DISTANCE OF 282.03'; THENCE S 75°35'21" E LEAVING SAID R.O.W. FOR A DISTANCE OF 1925.74' TO A POINT ON THE NORTH-SOUTH CENTER OF SECTION LINE OF SAID SECTION 29, SAID POINT BEING THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION OF PARK COUNTY PROPERTY DESCRIBED IN BOOK 422 AT PAGE 660:
A TRACT OF LAND BEING A PART OF THE NW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 71 WEST, OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT CORNER NO. 9 EXCHANGE SURVEY 368, A BRASS CAP, FROM WHENCE THE N ¼ CORNER OF SAID SECTION 29 BEARS N 00°53'00" W A DISTANCE OF 772.86 FEET; THENCE S 75°56'19" W ALONG LINE 9-8 OF SAID EXCHANGE SURVEY FOR A DISTANCE OF 279.35' TO CORNER NO. 8 EXCHANGE SURVEY 368; THENCE S 14°12'37" E ALONG LINE 8-7 OF SAID EXCHANGE SURVEY FOR A DISTANCE OF 29.76' TO THE NORTHEAST CORNER OF LAKE GEORGE PARK; THENCE S 75°35'21" W ALONG SAID NORTH LINE FOR A DISTANCE OF 1318.03' TO THE NORTHWEST CORNER OF LAKE GEORGE PARK, SAID CORNER ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 24; THENCE N 33°45'47" W ALONG THE SAID NORTHEASTERLY R.O.W. HIGHWAY NO. 24 FOR A DISTANCE OF 317.97'; THENCE N 75°35'21" E LEAVING SAID NORTHEASTERLY R.O.W. FOR A DISTANCE OF 1768.26' TO A POINT ON THE NORTH-SOUTH CENTER OF SECTION LINE OF SAID SECTION 29; THENCE S 00°53'00" E ALONG SAID NORTH-SOUTH CENTER OF SECTION LINE FOR A DISTANCE OF 279.70' TO CORNER NO. 9 EXCHANGE SURVEY NO. 368, THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF PROPOSED PROPERTY DONATION:
A TRACT OF LAND BEING A PART OF THE NW1/4 OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 71 WEST, OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 451 AT PAGE 666, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 24, THENCE N 33°39'26" W ALONG SAID NORTHEASTERLY R.O.W. FOR A DISTANCE OF 260.00 FT; THENCE N 79°40'09" E FOR A DISTANCE OF 692.67 FT; THENCE S 25°31'14" E FOR A DISTANCE OF 200.00 FT TO A POINT ON THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 451 AT PAGE 666; THENCE S 75°35'42" W ALONG SAID NORTHERLY LINE A DISTANCE OF 643.75 FT TO THE POINT OF BEGINNING.
EXHIBIT B
LEGAL DESCRIPTION OF THE ADJACENT PROPERTY
(The “River Property”)

A portion of the SE¼ and a portion of the SW¼ of Section 7, a portion of the E½ of Section 19; a portion of the W½ of Section 20, and a portion of the NW¼ of Section 29, all in T 12 S, R 71 W of the 6th P.M., County of Park, State of Colorado, and more particularly described as follows:

Beginning at the NE corner of said Section 19, said corner also being the section corner common to Section 17, and said Sections 18, 19 and 20; thence N 89°53′16″ E along the north line of the W½ W½ NW¼ of said Section 20, a distance of 712.47 feet;
thence S 00°38′24″ E along the east line of said W½ W½ NW¼ of said Section 20, a distance of 2595.07 feet;
thence N 87°33′12″ E along the north line of the W½ W½ SW¼ of said Section 20, a distance of 2066.90 feet;
thence S 00°38′09″ W along the east line of the SE¼ SW¼ of said Section 20, a distance of 1250.55 feet to the S¼ corner of said Section 20, also being the N¼ corner of said Section 29;
thence S 00°54′29″ E along the North-South Centerline of said Section 29 a distance of 219.46 feet to the NE corner of that tract of land described in Book 455 at Page 320;
thence S 75°35′42″ W along the north line of that tract of land described in said Book 455 at Page 320 a distance of 1924.35 feet to the NW corner thereof. The following five (5) courses are along the northeasterly right-of-way of US Highway #24:
1) thence N 33°39′26″ W a distance of 392.06 feet;
2) thence N 64°28′05″ E a distance of 50.99 feet;
3) thence N 33°46′05″ W a distance of 826.79 feet;
4) thence S 45°30′39″ W a distance of 48.85 feet;
5) thence N 33°42′00″ W a distance of 2791.16 feet to a point of intersection with said northeasterly right-of-way of US Highway #24 and the west line of the SE¼ of the NE¼ of said Section 19.
Thence N 01°00′19″ W, a distance of 493.42 feet to a point of intersection with said west line and the easterly right-of-way line of Park County Road 77; the following five (5) courses are along said easterly right-of-way line of Park County Road 77:
1) thence N 30°00′34″ E a distance of 48.95 feet;
2) thence N 27°43′58″ E a distance of 157.99 feet;
3) thence N 30°45′45″ E a distance of 377.78 feet;
4) thence N 37°52′09″ E a distance of 133.82 feet;
5) thence N 40°07′18″ E a distance of 422.98 feet to a point of intersection with said easterly right-of-way and the west line of the E1/2 NE1/4 NE ¼ of said Section 19;
thence N 01°01′56″ W along the said west line a distance of 687.23 feet to a point of intersection with said west line and the easterly right-of-way line;
thence N 44°17′21″ W along said easterly right-of-way line a distance of 397.57 feet to a point of intersection with said easterly right-of-way line and the southerly line of the SE¼ SE¼ of said Section 18;
thence S 87°49′18″ W along said southerly line of the SE¼ SE¼ of said Section 18, a distance of 389.45 feet to the SW corner of said SE¼ SE¼ of Section 18;
thence N 01°39′30″ W along the west line of said SE¼ SE¼ of Section 18, a distance of 1347.86 feet to the NW corner thereof; thence S 88°49′34″ W along the south line of the N½ SE¼ of said Section 18, a distance of 1326.15 feet to the SW corner thereof; thence N 01°42′22″ W along the North-South Centerline of said Section 18, a distance of 4004.07 feet to the N¼ corner of said Section 18, said point also being the S¼ corner of said Section 7;
thence N 00°42′45″ E along the west line of the SW¼ SE¼ of said Section 7, a distance of 348.07 feet to the SE corner of the N½ SE¼ SE¼ SW ¼ of said Section 7;
thence N 87°39′57″ W along the southerly line of the N½ SE¼ SE¼ SW ¼ a distance of 656.56 feet to the SE corner of Lot 1, Lake George Ranchettes (Subdivision Plat recorded on May 4, 1970, at Reception No. 180870).
The following four (4) courses are along the easterly and southerly boundary lines of said Lake George Ranchettes:

1) thence N 00°11'22" E a distance of 337.81 feet;
2) thence S 89°52'25" W a distance of 330.09 feet;
3) thence N 00°44'26" E a distance of 675.13 feet;
4) thence N 89°41'48" E a distance of 2326.57 feet to the SE corner of Lot 20 of said Lake George Ranchettes;

thence S 00°27'40" W along the east line of the SW¼ SE¼ of said Section 7, a distance of 1381.17 feet to the SE corner thereof;

thence S 01°21'09" E along the east line of the W½ NE¼ of said Section 18, a distance of 1984.90 feet to the NW corner of the S½ SE¼ NE¼ of said Section 18;

thence N 89°40'22" E along the north line of said S½ SE¼ NE¼ of Section 18, a distance of 1331.55 feet to the NE corner thereof;

thence S 01°02'13" E along the east line of said S½ SE¼ NE¼ of Section 18, a distance of 665.20 feet to the E¼ corner of said Section 18,

thence S 01°34'56" E along the east line of the SW¼ of said Section 18, a distance of 2649.40 feet to the point of beginning, WITH THE FOLLOWING EXCEPTIONS:

EXCEPTING THEREFROM:

Any portion of the rights-of-way of Park County Road 77 (60' ROW) and Park County Road 112 (60' ROW) within the limits of the above-described property, AND

A TRACT OF LAND BEING A PART OF THE NW1/4 OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 71 WEST, OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 451 AT PAGE 666, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 24, THENCE N 33°39'26" W ALONG SAID NORTHEASTERLY R.O.W. FOR A DISTANCE OF 260.00 FT; THENCE N 79°40'09" E FOR A DISTANCE OF 692.67 FT; THENCE S 25°31'14" E FOR A DISTANCE OF 200.00 FT TO A POINT ON THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 451 AT PAGE 666; THENCE S 75°35'42" W ALONG SAID NORTHERLY LINE A DISTANCE OF 643.75 FT TO THE POINT OF BEGINNING.
EXHIBIT C

LEGAL DESCRIPTION OF THE EASEMENT PROPERTY

A 30-FT-WIDE ACCESS EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A PORTION OF THOSE TRACTS OF LAND DESCRIBED IN BOOK 451 PAGE 666 AND BOOK 422 PAGE 660, WHICH IS LOCATED IN THE NORTHWEST ¼ SECTION 29, TOWNSHIP 12 SOUTH, RANGE 71 WEST OF THE 6TH P.M., PARK COUNTY, COLORADO. SAID ACCESS EASEMENT BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 451 AT PAGE 666, THENCE S 33°39'26" E ALONG THE WEST LINE THEREOF SAID LINE ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 24, A DISTANCE OF 357.28 FEET TO THE POINT OF BEGINNING (P.O.B.) OF SAID CENTERLINE. THE FOLLOWING THREE (3) COURSES ARE ALONG SAID CENTERLINE:

1) THENCE N 59°57'48" E, A DISTANCE OF 321.64 FEET;
2) THENCE N 04°40'13" W, A DISTANCE OF 222.74 FEET;
3) THENCE N 65°42'46" E, A DISTANCE OF 181.23 FEET TO THE POINT OF TERMINUS (P.O.T) OF SAID CENTERLINE.

THE ABOVE-DESCRIBED EASEMENT ALSO INCLUDES A SEGMENT OF THE PROPOSED PROPERTY DONATION, THE PARAMETERS OF SAID SEGMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PROPOSED PROPERTY DONATION, SAID POINT OF BEGINNING ALSO BEING THE P.O.T. OF THE ABOVE-DESCRIBED EASEMENT, THENCE S 75°35'42" W ALONG THE SOUTHERLY LINE OF SAID PROPOSED PROPERTY DONATION 87.38 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID 30-FT ACCESS EASEMENT; THENCE N 65°42'46" E ALONG SAID NORTHERLY LINE OF THE 30-FT ACCESS EASEMENT 85.76 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF THE PROPOSED PROPERTY DONATION; THENCE S 25°31'14" E ALONG SAID EASTERLY LINE 15.00 FEET TO THE POINT OF BEGINNING.
EXHIBIT D – DIAGRAM OF THE EASEMENT PROPERTY

PARK COUNTY
LAKE GEORGE
COMMUNITY PARK
BK. 451 PG. 668

PARK COUNTY
LAKE GEORGE
COMMUNITY PARK
BK. 422 PG. 666

SCALE: 1"=100'
Revised: 10/28/18
AGREEMENT FOR DONATION OF REAL PROPERTY

This Agreement for Donation of Real Property ("Agreement") is made effective this day of ____________, 2019 ("Effective Date") and is between South Platte Holdings, LLC, a Colorado limited liability company ("Grantor") and the County of Park ("Grantee").

Background and Purpose

A. Grantor is the owner of real property in Park County, Colorado legally described in the attached Exhibit A that is incorporated by this reference (the "Property").

B. Grantor is willing to donate the Property to Grantee for use as a county park that is restricted to the uses set forth in this Agreement, and Grantee is willing to accept Grantor’s donation, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Grantor and Grantee agree as follows:

Agreement

1. Donation: Grantor will convey to Grantee at no cost and Grantee shall accept the Property on the terms and conditions of this Agreement.

2. Documentation of Donation: At Grantor's request, Grantee will sign and deliver to Grantor an IRS Form 8283 that has been prepared by Grantor, acknowledging receipt of the donation, but Grantor will be solely responsible for stating the value of the donated property on IRS Form 8283.

3. Restrictions on Use. Grantee has agreed to restrict the Property in perpetuity to the use as a public park. The following restrictions shall apply to the Grantee’s use of the Property, which will be set forth in restrictive covenants to be recorded on the Property at or before the closing. Grantee acknowledges and agrees the adjacent property owned by Grantor is to be placed in a conservation easement that will preserve the wildlife habitat, agricultural use and scenic views, and any violation of the restrictions set forth in this Agreement shall impair the conservation values of Grantor’s adjacent property. Grantee shall be responsible for enforcing these restrictions. Grantor and its successors shall be entitled to all remedies available at law or in equity for any violation of these restrictions, without the requirement of a bond. This section 3 shall expressly survive the closing on the conveyance of the Property to Grantee.

   • NO STORAGE BUILDINGS ARE TO BE CONSTRUCTED, PLACED, OR UTILIZED ON THE PROPERTY;
   • NO TRASH DUMPSTERS ARE ALLOWED ON THE PROPERTY;
   • NO SHOOTING OF FIREARMS ON THE PROPERTY;
   • NO RECREATIONAL USE OF ALL TERRAIN VEHICLES, MOTORCYCLES, SNOWMOBILES OR OTHER NOISE-PRODUCING RECREATIONAL VEHICLES;
   • GRANTEE MUST REGULARLY CONTROL OR ERADICATE NOXIOUS WEEDS ON THE PROPERTY.
4. **Closing:**

4.1 **Time and Place.** The closing of the conveyance of the Property shall occur at the offices of Fidelity Title Company, 361 W. US Highway 24, Suite 100, Woodland Park, CO 80863 ("Title Company"), at a date and time mutually agreed upon by the parties, but in no event later than **December 31, 2019.** The Title Company will facilitate a “mail-out” closing for Grantor at Grantor’s request.

4.2 **Procedure:** At closing, the following shall occur:

(a) **Conveyance:** Grantor shall convey the Property to Grantee by Special Warranty Deed. Grantor shall convey and Grantee shall accept the Property in the form of an in kind donation and other good and valuable consideration with no monetary exchange. The in kind donation will be reflected in the Settlement Statements to be signed by Grantor and Grantee.

(b) **Real Property Taxes and Other Assessments:** Grantor shall be responsible for paying all real property taxes and all other assessments levied against the Property that have accrued through the date of closing.

(c) **Possession:** Grantor shall deliver possession of the Property to Grantee at closing.

(d) **Closing Costs:** Grantee shall pay all costs of closing including the owner’s title policy, Title Company real estate closing fee, recording fees and documentary fees, if any.

5. **Title Commitment and Policy:** Grantor shall instruct the Title Company to prepare a title commitment for the Property and deliver it for Grantee’s review within **seven (7) days** after the Effective Date, at Grantee’s expense. Prior to closing, Grantee shall have the right to review the title commitment and approve or disapprove those items which may affect the title of the Property. Grantor shall use reasonable efforts to cooperate with the Title Company to correct condition(s) that adversely affect the Property as determined by Grantee. Both parties agree to extend the closing for Grantor to make corrections on title defects, conditions, requirements and/or exceptions (recorded and/or unrecorded) or known to Grantor. Grantor has the sole discretion to correct title matters to Grantee’s satisfaction. If Grantee is not satisfied with Grantor's actions, this Agreement may be terminated and the parties will have no further obligations to each other under this Agreement. Closing is contingent on Grantee’s satisfaction with the condition of title to the Property prior to closing.

6. **Physical Condition of the Property; Fence Relocation.** Grantee acknowledges it has had an opportunity to inspect the Property prior to the Effective Date. Grantee acknowledges that Grantor has made no representations or warranties concerning the condition of soils, drainage conditions or environmental conditions on the Property, and Grantee shall accept the Property in its "as is, where is, with all faults" condition. As soon as practicable after the closing Grantee shall relocate or replace, at its own expense, the existing barbed wire fence that fences the Property in with Grantor’s adjacent property. The fence will be relocated to the new boundary line between the two properties and must be identical in number of barbed wire strands and posts as the existing fence.
7. Default.

7.1 Grantor Remedies: If Grantee is in default under this Agreement, Grantor may terminate this Agreement by written notice to Grantee and the parties shall then be released from all obligations under this Agreement.

7.2 Grantee Remedies: If Grantor is in default under this Agreement, Grantee may terminate this Agreement by written notice to Grantor and the parties shall then be released from all obligations under this Agreement.

8. Notices and Other Deliveries: Any notice required or permitted to be delivered by this Agreement shall be deemed properly delivered upon receipt by the party to whom the notice is to be delivered. Notices may be hand delivered, sent by first-class mail, return receipt requested, with postage prepaid, by nationally recognized overnight delivery service, or transmitted by electronic mail, provided the sender can show the recipient’s receipt of the electronic mail delivery. Notices shall be addressed and delivered as follows:

If to Grantor: South Platte Holdings, LLC
Attn: John C. Gunn, Manager
2035 East Iron Avenue #200
Salina, KS 67401
Telephone: (785) 826-0019
Email: jgunn6193@gmail.com

If to Grantee: Board of County Commissioners of Park County, Colorado
Attn: Richard Elsner, Chairman
P.O. Box 1373
Fairplay, CO 80440
Telephone: (719) 836-4201
Email: teisenman@parkco.us

9. Condemnation. In the event of any taking or threat of taking by condemnation (or any conveyance in lieu of condemnation) of all or any portion of the Property during the term of this Agreement and prior to the closing date, Grantor will notify Grantee in writing of such condemnation action. Upon notice, either party shall have the right to terminate this Agreement and in that event, the parties shall have no further obligation to each other under this Agreement. Alternatively, Grantee can elect to continue with this Agreement and the Property will be conveyed to Grantee on the Closing date. If Grantee elects not to terminate this Agreement, then Grantor shall, on the closing date, assign to Grantee all of Grantor’s right, title and interest in and to any condemnation award and compensation not yet received by Grantor.

10. General Conditions. This Agreement shall not be assignable by either party. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives and successors of the parties. Time is strictly of the essence with respect to each and every provision of
this Agreement. The laws of Colorado will govern the enforcement and interpretation of this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid or enforceable unless made in writing and signed by the parties. This Agreement constitutes the entire agreement between the parties relating to Grantor’s donation of the Property to Grantee, and any prior agreements pertaining to the same subject matter, whether oral or written, have been merged and integrated into this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, it may be severed from the Agreement by court order and the remaining provisions of the Agreement shall continue to be binding and effective. This Agreement may be executed in counterparts, and electronically transmitted signatures shall have the same effect as original signatures.

The Effective Date shall be the date the last party executes this Agreement.

GRANTOR: 

Date: ____________________________

South Platte Holdings, LLC
a Colorado limited liability company

By: ______________________________
    John C. Gunn, Manager

GRANTEE: 

Date: ____________________________

Board of County Commissioners of Park County,
Colorado

By: ______________________________
    Richard Elsner, Chairman

Approved as to form:

_________________________________

Park County Attorney
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A TRACT OF LAND BEING A PART OF THE NW1/4 OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 71 WEST, OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 451 AT PAGE 666, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 24, THENCE N 33°39'26" W ALONG SAID NORTHEASTERLY R.O.W. FOR A DISTANCE OF 260.00 FT; THENCE N 79°40'09" E FOR A DISTANCE OF 692.67 FT; THENCE S 25°31'14" E FOR A DISTANCE OF 200.00 FT TO A POINT ON THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 451 AT PAGE 666; THENCE S 75°35'42" W ALONG SAID NORTHERLY LINE A DISTANCE OF 643.75 FT TO THE POINT OF BEGINNING.
DECLARATION OF PROTECTIVE COVENANTS

South Platte Holdings, LLC, a Colorado limited liability company (“Declarant”), is the owner of real property legally described in the attached Exhibit A (the “Adjacent Property”) and is also the owner of real property legally described in Exhibit B (the “Park Property”). Declarant is conveying the Park Property to the County of Park to be used in conjunction with other adjacent land owned by the County of Park for the Lake George Park. Declarant, for the purpose of preserving the aesthetics and use of the Park Property and the aesthetics, use and value of the Adjacent Property, hereby declares that the Park Property shall be subject to the following restrictive covenants.

1. Restrictive Covenants.

- NO STORAGE BUILDINGS ARE TO BE CONSTRUCTED, PLACED, OR UTILIZED ON THE PARK PROPERTY.
- NO TRASH DUMPSTERS ARE ALLOWED ON THE PARK PROPERTY.
- NO SHOOTING OF FIREARMS ON THE PARK PROPERTY.
- NO RECREATIONAL USE OF ALL TERRAIN VEHICLES (ATVs), MOTORCYCLES, SNOWMOBILES OR OTHER NOISE-PRODUCING RECREATIONAL VEHICLES.
- NOXIOUS WEEDS MUST BE REGULARLY CONTROLLED OR ERADICATED ON THE PARK PROPERTY.
- THE OWNER OF THE PARK PROPERTY MUST MAINTAIN IN GOOD CONDITION THE FENCE BETWEEN THE PARK PROPERTY AND THE ADJACENT PROPERTY.

2. Enforcement of Protective Covenants. These Protective Covenants may be enforced by the owner of the Adjacent Property described in Exhibit A. If an action is brought against the Park Property owner to enforce these Protective Covenants, the prevailing party in the action shall be entitled to recovery of its attorney fees and costs from the other party. The right of enforcement shall include the right to bring an action for damages, as well as an action to enjoin any violation of any provision of these Protective Covenants, and all other rights and remedies available at law or in equity.

3. Term; Termination; Amendment. These Protective Covenants shall run with the land and shall be binding on all owners and users of the Park Property in perpetuity. These Protective Covenants may be amended or terminated by recording in the Park County, Colorado public records a written instrument that is acknowledged by the owner of the Adjacent Property and the owner of the Park Property.

4. Severability. Invalidation of any provision of these Protective Covenants by a court shall not affect any of the other provisions, which will remain in full force and effect.
5. **Governing Law.** These Protective Covenants will be interpreted and enforced in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, Declarant has executed these Protective Covenants to be effective as of the ____ day of __________________, 2019.

DECLARANT:

South Platte Holdings, LLC
a Colorado limited liability company

By: ____________________________
John C. Gunn, Manager

STATE OF COLORADO )
) ss.
COUNTY OF ____________ )

The foregoing instrument was acknowledged before me this _____ day of __________ 2019, by John C. Gunn, Manager of South Platte Holdings, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: ____________________________

[SEAL]

______________________________
Notary Public
EXHIBIT A
LEGAL DESCRIPTION OF THE ADJACENT PROPERTY
(The “River Property”)

A portion of the SE¼ and a portion of the SW¼ of Section 7, a portion of the E½ of Section 18; a portion of the E¼ of Section 19; a portion of the W½ of Section 20, and a portion of the NW¼ of Section 29, all in T 12 S, R 71 W of the 6th P.M., County of Park, State of Colorado, and more particularly described as follows:

Beginning at the NE corner of said Section 19, said corner also being the section corner common to Section 17, and said Sections 18, 19 and 20; thence N 89°53’16” E along the north line of the W¼ W¼ NW¼ of said Section 20, a distance of 712.47 feet; thence S 00°38’24” E along the east line of said W½ W½ NW¼ of said Section 20, a distance of 2595.07 feet; thence S 00°02’45” E along the east line of the W½ W¼ SW¼ of said Section 20, a distance of 1306.12 feet; thence N 87°33’12” E along the north line of the SW¼ SW¼ and the SE¼ SW¼ of said Section 20, a distance of 2066.90 feet; thence S 00°38’09” W along the east line of the SE¼ SW¼ of said Section 20, a distance of 1250.55 feet to the S¼ corner of said Section 20, also being the N¼ corner of said Section 29; thence S 00°54’29” E along the North-South Centerline of said Section 29 a distance of 219.46 feet to the NE corner of that tract of land described in Book 455 at Page 320; thence S 75°35’42” W along the north line of that tract of land described in said Book 455 at Page 320 a distance of 1924.35 feet to the NW corner thereof. The following five (5) courses are along the northeasterly right-of-way of US Highway #24:
1) thence N 33°39’26” W a distance of 392.06 feet;
2) thence N 64°28’05” E a distance of 50.99 feet;
3) thence N 33°46’05” W a distance of 826.79 feet;
4) thence S 45°30’39” W a distance of 48.85 feet;
5) thence N 33°42’00” W a distance of 2791.16 feet to a point of intersection with said northeasterly right-of-way of US Highway #24 and the west line of the SE¼ of the NE¼ of said Section 19.
Thence N 01°00’19” W, a distance of 493.42 feet to a point of intersection with said west line and the easterly right-of-way line of Park County Road 77; the following five (5) courses are along said easterly right-of-way line of Park County Road 77:
1) thence N 30°00’34” E a distance of 48.95 feet;
2) thence N 27°43’58” E a distance of 157.99 feet;
3) thence N 30°45’45” E a distance of 377.78 feet;
4) thence N 37°52’09” E a distance of 133.82 feet;
5) thence N 40°07’18” E a distance of 422.98 feet to a point of intersection with said easterly right-of-way and the west line of the E1/2 NE1/4 NE ¼ of said Section 19;
thence N 01°01’56” W along said west line a distance of 687.23 feet to a point of intersection with said easterly right-of-way line; thence N 44°17’21” W along said easterly right-of-way line a distance of 397.57 feet to a point of intersection with said easterly right-of-way line and the southerly line of the SE¼ SE¼ of said Section 18;
thence S 87°49’18” W along said southerly line of the SE¼ SE¼ of said Section 18, a distance of 389.45 feet to the SW corner of said SE¼ SE¼ of Section 18; thence N 01°39’30” W along the west line of said SE¼ SE¼ of Section 18, a distance of 1347.86 feet to the NW corner thereof; thence S 88°49’34” W along the south line of the N¼ SE¼ of said Section 18, a distance of 1326.15 feet to the SW corner thereof; thence N 01°42’22” W along the
North-South Centerline of said Section 18, a distance of 4004.07 feet to the N¼ corner of said Section 18, said point also being the S¼ corner of said Section 7; thence N 00°42'45" E along the west line of the SW¼ SE¼ of said Section 7, a distance of 348.07 feet to the SE corner of the N¼ SE¼ SE¼ SW ¾ of said Section 7; thence N 87°39'57" W along the southerly line of the N¼ SE¼ SE¼ SW ¾ a distance of 656.56 feet to the SE corner of Lot 1, Lake George Ranchettes (Subdivision Plat recorded on May 4, 1970, at Reception No. 180870).

The following four (4) courses are along the easterly and southerly boundary lines of said Lake George Ranchettes:

1) thence N 00°11'22" E a distance of 337.81 feet;
2) thence S 89°52'25" W a distance of 330.09 feet;
3) thence N 00°44'26" E a distance of 675.13 feet;
4) thence N 89°41'48" E a distance of 2326.57 feet to the SE corner of Lot 20 of said Lake George Ranchettes;

thence S 00°27'40" W along the east line of the SW¼ SE¼ of said Section 7, a distance of 1381.17 feet to the SE corner thereof;

thence S 01°21'09" E along the east line of the W½ NE¼ of said Section 18, a distance of 1984.90 feet to the NW corner of the S½ SE¼ NE¼ of said Section 18;

thence S 01°02'13" E along the east line of said S½ SE¼ NE¼ of Section 18, a distance of 665.20 feet to the E¼ corner of said Section 18,

EXCEPTING THEREFROM:

Any portion of the rights-of-way of Park County Road 77 (60' ROW) and Park County Road 112 (60' ROW) within the limits of the above-described property, AND

A TRACT OF LAND BEING A PART OF THE NW1/4 OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 71 WEST, OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 451 AT PAGE 666, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 24, THENCE N 33°39'26" W ALONG SAID NORTHEASTERLY R.O.W. FOR A DISTANCE OF 260.00 FT; THENCE N 79°40'09" E FOR A DISTANCE OF 692.67 FT; THENCE S 25°31'14" E FOR A DISTANCE OF 200.00 FT TO A POINT ON THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 451 AT PAGE 666; THENCE S 75°35'42" W ALONG SAID NORTHERLY LINE A DISTANCE OF 643.75 FT TO THE POINT OF BEGINNING.
EXHIBIT B
LEGAL DESCRIPTION OF THE PARK PROPERTY

A TRACT OF LAND BEING A PART OF THE NW1/4 OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 71 WEST, OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 451 AT PAGE 666, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 24, THENCE N 33°39'26" W ALONG SAID NORTHEASTERLY R.O.W. FOR A DISTANCE OF 260.00 FT; THENCE N 79°40'09" E FOR A DISTANCE OF 692.67 FT; THENCE S 25°31'14" E FOR A DISTANCE OF 200.00 FT TO A POINT ON THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 451 AT PAGE 666; THENCE S 75°35'42" W ALONG SAID NORTHERLY LINE A DISTANCE OF 643.75 FT TO THE POINT OF BEGINNING.