

ORDINANCE NO. 13

SERIES 2023

AN ORDINANCE VACATING THAT PORTION OF THE BLOCK 30 ALLEY ADJACENT TO LOTS 12 THROUGH 21, AND THAT PORTION OF SOPRIS AVENUE ADJACENT TO LOTS 17 THROUGH 21, BLOCK 30, AND LOTS 12 THROUGH 16, BLOCK 31.

WHEREAS, JF Hermanson LLC, a Colorado limited liability company, has applied for the Town to vacate that portion of the Block 30 alley adjacent to Lots 12 through 21, and that portion of Sopris Avenue adjacent to Lots 17 through 21, Block 30, and Lots 12 through 16, Block 31; and

WHEREAS, the property subject to the vacation request is of little or no value to the Town or the public due to its accessibility; and

WHEREAS, JF Hermanson LLC as additional consideration for the vacation wishes to grant an easement to the Town for the purposes of snow storage near Peanut Lake Road; and

WHEREAS, the Town Council hereby finds that granting such request is consistent with the public interest and Colorado Revised Statutes Sections 43- 2-301, *et. seq.*, governing street and alley vacations;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO,

Section 1. Vacation. That portion of the of the Block 30 alley adjacent to Lots 12 through 21, and that portion of Sopris Avenue adjacent to Lots 17 through 21, Block 30, and Lots 12 through 16, Block 31 (“Vacated Property”), are hereby vacated and the title to such vacated property shall be vested in JF Hermanson LLC, a Colorado limited liability company, owner of the land abutting the Vacated Property.

Section 2. Effective Date. In addition to the Charter requirements regarding the effective date of this Ordinance this Ordinance shall only become effective upon the granting and recordation of an easement for the purposes of snow storage near Peanut Lake Road by JF Hermanson LLC to the Town of Crested Butte.

Section 3. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative

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Gunnison County, CO

intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS 15th DAY OF May 2023.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS 5th DAY OF June 2023.

TOWN OF CRESTED BUTTE, COLORADO

By: 
Ian Billick, Mayor

ATTEST:


Lynelle Stanford, Town Clerk



SNOW STORAGE EASEMENT

This Snow Storage Easement is by and between Jeffrey Hermanson, whose address is 1115 Acoma Street, #200, Denver, CO 80204 ("Grantor") and Town of Crested Butte, a Colorado home rule municipality ("Grantee"):

1. Facts and Purposes. The following facts and purposes apply to this Snow Storage Easement:

1.1 Grantor is the owner in fee simple of Lot 4, Trappers Crossing at Crested Butte, according to the plat thereof recorded April 26, 1990 as Reception No. 419857, and as modified by Boundary Agreement recorded August 7, 1991 in Book 693 at Page 205 of the records in the office of the Gunnison County Clerk and Recorder, County of Gunnison State of Colorado ("Lot 4").

1.2 Grantor has applied to the Grantee for vacation of a portion of Sopris Avenue and the Block 30 alley.

1.3 In connection with the vacation application, Grantor has agreed to grant a snow storage easement over Lot 4.

2. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, transfers and conveys to Grantee a snow storage easement contiguous to the south boundary of Gunnison County Road No. 10 (Peanut Lake Road) of approximately 0.173 acres, as depicted on attached **Exhibit A**.

3. Terms of Easement.

3.1. Grantee shall have the right of ingress and egress over Lot 4 for any purpose necessary or convenient in connection with the exercise of the easement granted above. Such ingress and egress shall be exercised in a reasonable and prudent manner.

3.2. Grantee shall at all times exercise due care and diligence to minimize damage to Lot 4 and Grantor's property.

3.3. Upon damage to Lot 4, Grantee shall restore the property disturbed or damaged to a condition as near as reasonably possible as it was prior to the damage.

3.4. Grantee shall be responsible for any damage to Grantor's property and Lot 4 arising from, caused by or related to the exercise of the rights and privileges granted pursuant to this Snow Storage Easement. Grantee shall repair any damage and pay any damages that are not satisfied by such repairs which shall arise from, be caused by, or are related to the easement. Grantee hereby undertakes to indemnify, defend and hold harmless Grantor, his heirs, representatives, successors and assigns, from any and all cost, expense, claim or damage of any kind, including reasonable attorneys' fees and costs, arising from or relating to Grantee's exercise of the rights and privileges granted by this Snow Storage Easement.

3.5. Grantor shall be entitled to the full use and enjoyment of Lot 4, subject only to the rights of Grantee herein conveyed. Grantor shall not construct any structures, landscaping or other improvements in the area subject to this Snow Storage Easement.

3.6. This Snow Storage Easement shall be binding upon the parties hereto and their heirs, representatives, successors and assigns.

4. Enforcement.

4.1 Every violation of this Snow Storage Easement shall be deemed to be a nuisance and shall be subject to all of the remedies provided for the abatement of nuisances.

4.2 The failure to comply with this Snow Storage Easement shall be grounds for an action to recover damages, for injunctive relief, for specific performance and/or any other remedy available at law or in equity. All remedies shall be cumulative.

4.3 The failure to obtain compliance or correct a violation shall not be deemed a waiver of the right to do so for any subsequent violation.

5. Principles of Interpretation.

5.1 This Snow Storage Easement, to the extent possible, shall be construed so as to give validity to all of its provisions. If any provision of this Snow Storage Easement is determined to be invalid, unenforceable or prohibited by any court, that shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.

5.2 The captions on any provision are included only for convenient reference and shall not affect the meaning or interpretation of such provision.

6. Attorneys' Fees. If any legal action is commenced or maintained in court, whether in law or in equity, to interpret, enforce or construe this Snow Storage Easement or any document provided for herein or related hereto, the prevailing party shall be awarded all reasonable attorneys' fees together with all reasonable costs and expenses incurred, including expert witness fees and costs.

7. Jurisdiction and Venue. The exclusive proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of this Snow Storage Easement shall be the District Court of Gunnison County, Colorado.

8. Duration. The provisions of this Snow Storage Easement, which shall be binding on the parties hereto and their heirs, representatives, successors and assigns, shall run with title to Lot 4, and shall forever bind all persons and entities having any right, title or interest in and to Lot 4, or parts thereof, their heirs, successors and assigns and their tenants, employees, guests and invitees. Notwithstanding the foregoing, it is expressly understood and agreed that the term and length of time for which any provisions hereof shall exist and may be exercised shall not exceed in any event the period of time as provided by the rules against perpetuities or the power of alienation in effect in the State of Colorado.

9. Amendment. No term or provision of this Snow Storage Easement shall be amended, except in writing signed and acknowledged by the Grantor and Grantee. No such amendment shall be effective until recorded in the records of Gunnison County, Colorado.

In Witness Whereof, the undersigned have executed this Snow Storage Easement as of the 5th day of June, 2023.

Signatures on following pages

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Gunnison County, CO

GRANTEE

Town of Crested Butte, a Colorado home rule municipality

By: *Ian Billick*
Ian Billick, Mayor



Attest: *Lynelle Stanford*
Lynelle Stanford, Town Clerk

STATE OF Colorado)
COUNTY OF Gunnison) ss.

The foregoing Snow Storage Easement was acknowledged before me this 5 day of June, 2023 by Ian Billick, as Mayor, and Lynelle Stanford, as Town Clerk, of Town of Crested Butte, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires: 12-18-2024

Jessica L. Earley
Notary Public

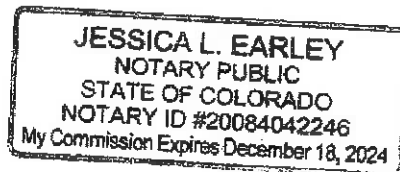
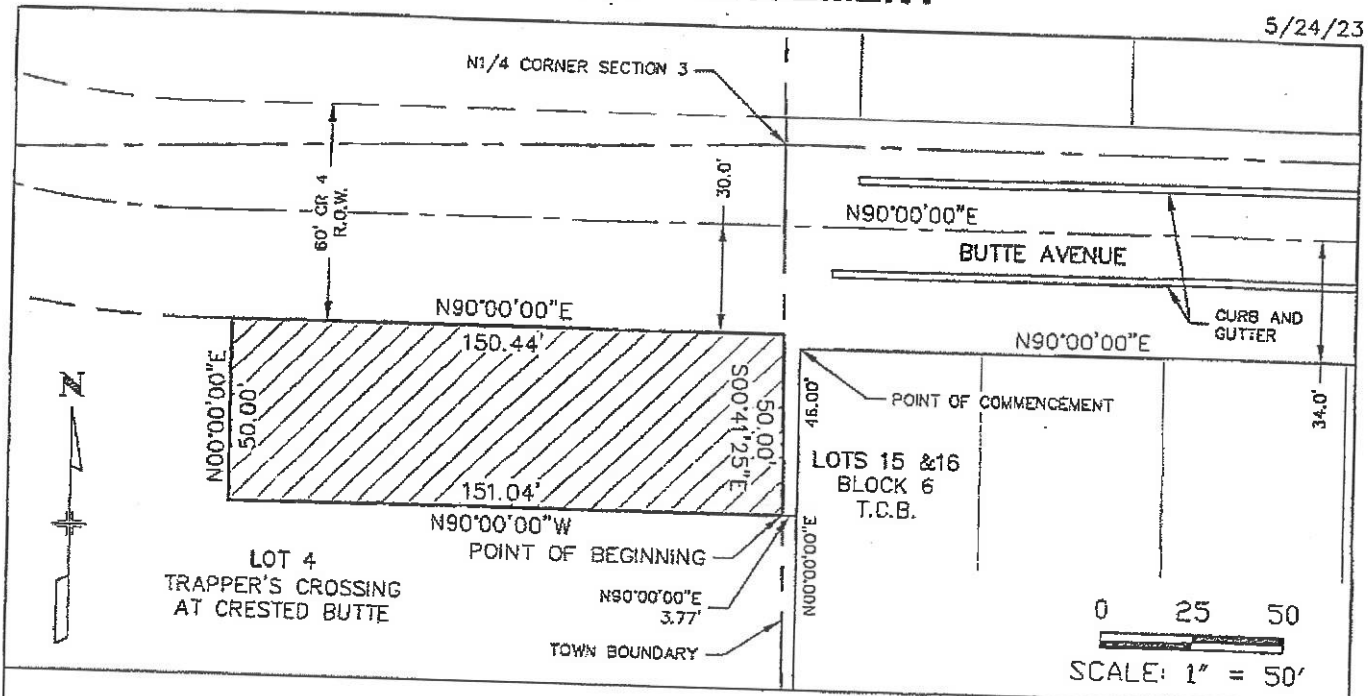


EXHIBIT A - EASEMENT

5/24/23



EASEMENT DESCRIPTION

Gunnison County, Colorado
 NE1/4 NW1/4 Section 3, T14S, R86W, 6th P.M.

Commencing at the north west corner of Block 6, Town of Crested Butte; thence S00°00'00"E along the west line of said Block 6 a distance of 46.00 feet; thence S90°00'00"W a distance of 3.77 feet more or less to a point on the westerly boundary line of the Town of Crested Butte and to the POINT OF BEGINNING; thence S90°00'00"W a distance of 151.04 feet; thence N00°00'00"E a distance of 50.00 feet to the southerly right-of-way line of County Road 4; thence N90°00'00"E along said right-of-way a distance of 150.44 feet more or less to a point on the westerly boundary line of the Town of Crested Butte; thence S00°41'25"E along said line a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 7,537 square feet or 0.173 acres, more or less.

NOTE:

1. LOCATION BASED ON THE TOWN PLAT AND CONTROL MONUMENTS LOCATED AT THIRD ST. AND ELK AVE. AND SEVENTH ST. AND ELK AVE.
2. DISTANCES ARE IN U.S. SURVEY FEET.

NCW & Associates, Inc.

P.O. Box 3688
 Crested Butte, Colorado 81224
 Tel. (970) 349-6384

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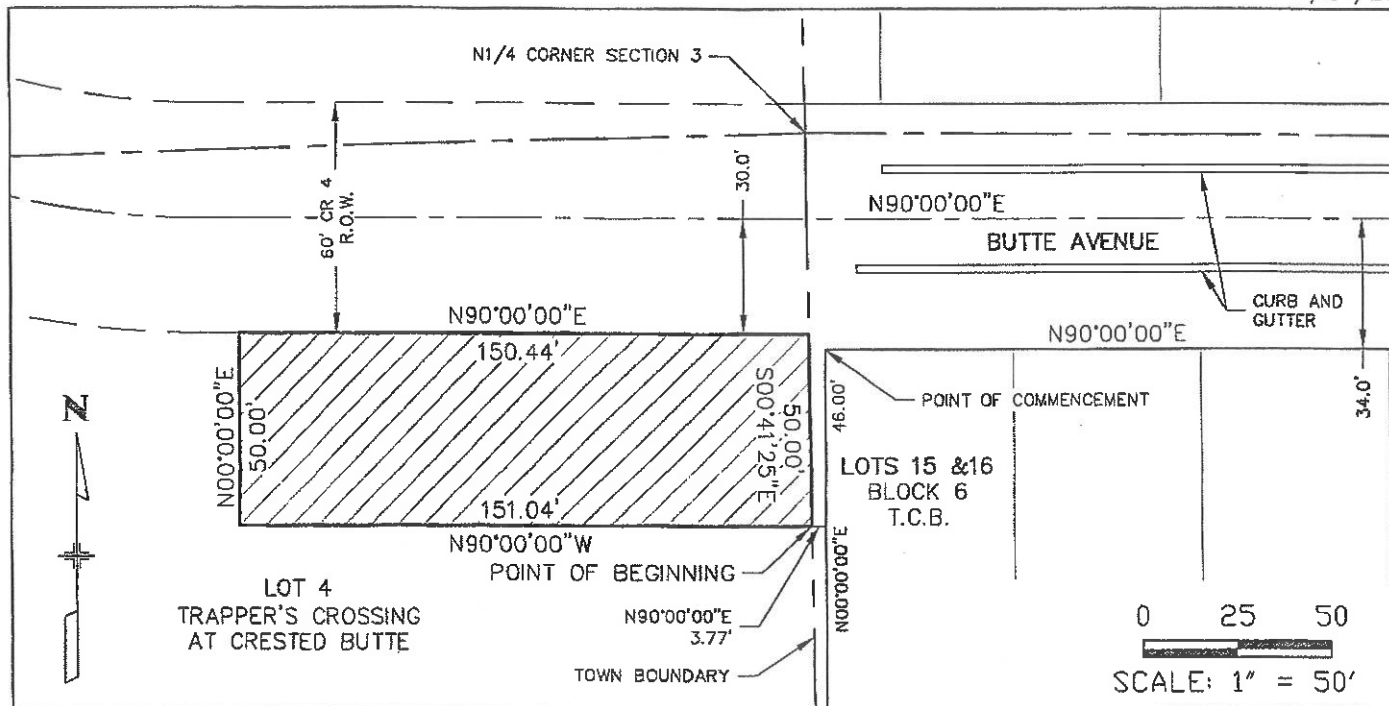
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