

**A RESOLUTION OF THE
BOARD OF COUNTY COMMISSIONERS OF OURAY COUNTY, COLORADO
TO ACCEPT A DONATION OF LAND FOR
A PARKING AREA ON OURAY COUNTY ROAD 5**

WHEREAS, the Board of County Commissioners of Ouray County, Colorado ("Board") is empowered under C.R.S. §30-11-107(e) to provide for the management of the business and concerns of the County; and

WHEREAS, pursuant to C.R.S. §43-2-147, the Board has the power to regulate access to and from any public highway; and

WHEREAS, Robert F. Pohl and Wendy Pohl ("Pohl") are the owners of certain real property in Ouray County, Colorado which is adjacent to Ouray County Road 5 and includes an area that has historically been used by members of the general public for parking in order to access National Forest property at the end of County Road 5; and

WHEREAS, Pohl is willing to transfer a portion of their real property that has been used as a parking area to Ouray County (see Exhibits "A" and "B" attached hereto and depicting and describing the "Pohl Parking Area" and Exhibit "E", letter from Pohl offering the exchange of the subject property); and

WHEREAS, based upon information presented to the Board, the Board has determined that absent the Board's acceptance of the Pohl Parking Area according to the terms set forth herein, a safety issue will be created by virtue of motor vehicles being parked along the right-of-way of County Road 5 in order to access areas of the National Forest that have historically been accessed from County Road 5; and

WHEREAS, because of the potential safety issue that will be created as a result of members of the public parking along County Road 5, the Board has determined that acceptance of the transfer of the Pohl Parking Area will provide for the proper management and safety of Ouray County and its citizens; and

WHEREAS, the Board has determined that it will exchange certain materials and services to Pohl in exchange for the transfer of the parking area, which materials and services are more specifically described on the attached Exhibit "C"; and

WHEREAS, the Board has memorialized its agreement with Pohl in the Agreement attached hereto and incorporated herein by this reference as Exhibit "D";

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF OURAY COUNTY, COLORADO, AS FOLLOWS:

1. The Board will accept the transfer of the Pohl Parking Area according to the terms and conditions contained in the Agreement attached as Exhibit "D" and authorizes the Chair of the Board to execute such Agreement.

APPROVED AND ADOPTED THIS 24th DAY OF JULY, 2006.

Attest:

Michelle Nauer, Clerk and Recorder

By: Linda Munson-Haley,
Deputy Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF OURAY COUNTY, COLORADO

Heidi M. Albritton, Chair

Don Batchelder, Vice Chair

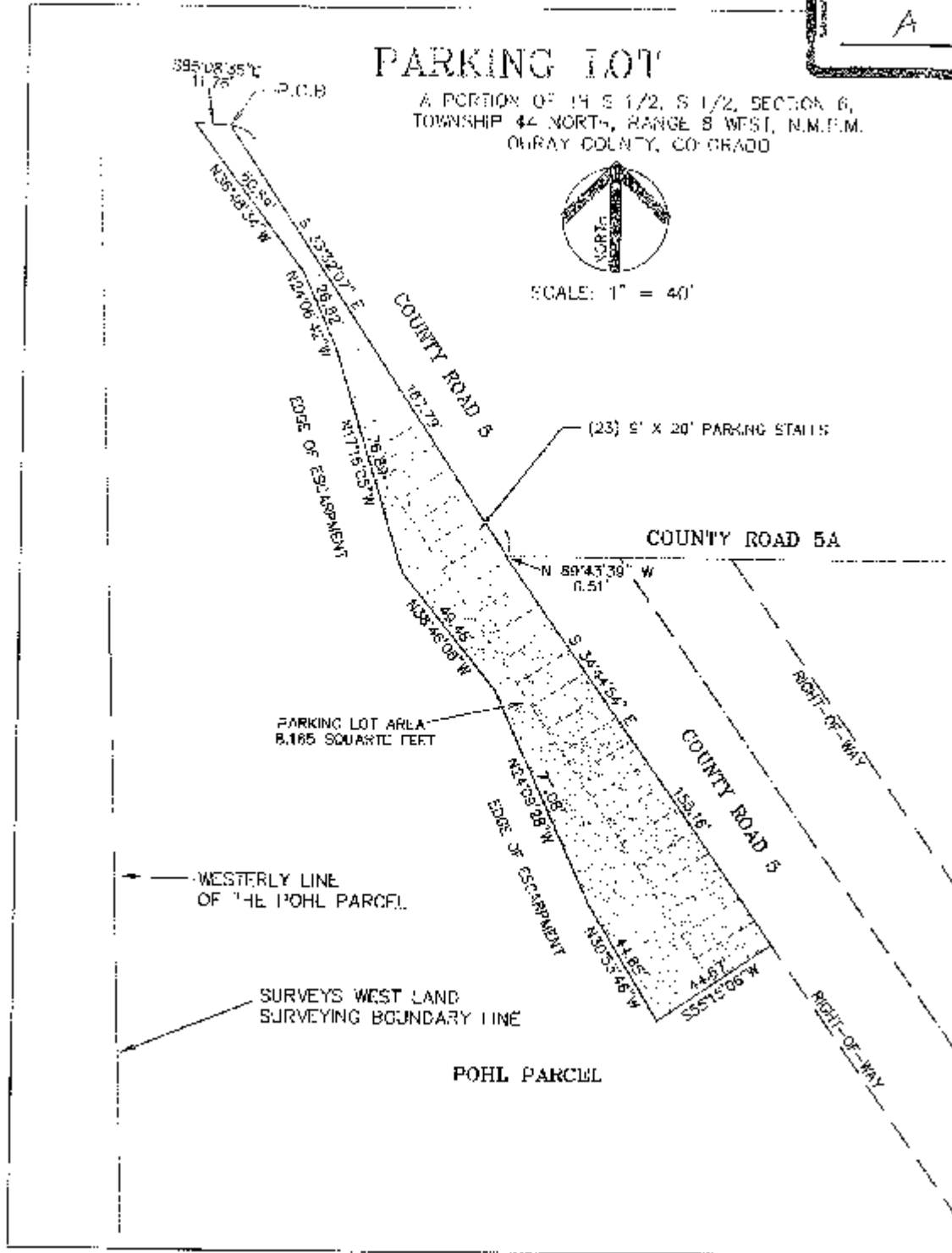
Kristi R. Westfall, Member

PARKING LOT

A PORTION OF 1/4 S 1/2, S 1/2, SECTION 6,
TOWNSHIP 44 NORTH, RANGE 8 WEST, N.M.P.M.
OURAY COUNTY, CO. CRADD



SCALE: 1" = 40'



DESCRIPTION OF RECREATIONAL PARKING LOT

Beginning at a point on the westerly line of Ouray County Road 5, said point being West, a distance of 911.09 feet and North, a distance of 1,467.29 feet from the south quarter corner of Section 6, Township 44 North, Range 8 West, N. M. P. M., said point also being a corner on a Boundary Survey Plat completed by Surveys West Land Surveying for Ted Clark, on file and of record with the Clerk and Recorder of Ouray County, reception number 184686, Basis of bearing for said survey and this description is S.88°21'18"E from the said south quarter corner to the southeast corner of said Section 6, as shown on said boundary survey plat; thence along said right-of-way and said boundary S.33°32'07"E., a distance of 167.79 feet; thence leaving said boundary and along said right-of-way the following calls: N.89°43'39"W., a distance of 0.51 feet; thence S.34°44'54"E., a distance of 155.16 feet; thence leaving said right-of-way, S.55°15'06"W., a distance of 44.67 feet; thence N.30°53'46"W., a distance of 44.85 feet; thence N.24°09'28"W., a distance of 77.08 feet; thence N.38°46'06"W., a distance of 49.48 feet; thence N.17°16'05"W., a distance of 76.89 feet; thence N.24°08'42"W., a distance of 26.82 feet; thence N.36°48'34"W., a distance of 60.59 feet to the said Surveys West Land Surveying Boundary line; thence along said line, S.85°06'35"E., a distance of 11.78 feet to the POINT OF BEGINNING.

Containing 8,165.24 square feet more or less.



Road & Bridge Department

111 Mall Road P.O. Box 456 Ridgway, CO 81432
Phone: 970-626-5391 Fax: 970-626-4439

TO: Connie Hunt
FROM: Chris Miller
DATE: June 26, 2006
RE: Bob Pohl Donated Land

Below is the breakdown for the land Bob Pohl is proposing to donate to Ouray County in exchange for bringing the parking area, road buildup and driveway up to County specifications.

2006:

\$13,000	(four trucks @ \$65/hr x 50 hrs)
\$ 840	(D7 @ \$84/hr x 10 hrs)
\$ 915	(Blade @ \$61/hr x 15 hrs)
\$ 294	(Roller @ \$49/hr x 6 hrs)
\$ 780	(Water tender @ \$39/hr x 20 hrs)
\$ 44	(Water pump @ \$22/hr x 2 hrs)
\$ 0	Parking Lot (Pit run road material 591 tons)
\$ 0	Driveway to house (100 tons of Pit run)
\$ 104.73	Signage [7 signs (parking and recreation signs)]
	Cattle guard relocation (old guard is too narrow for 22' section of road):
\$ 1,098.00	2 men @ \$18.30/hr x 30hrs
\$ 1,300.00	Precast Concrete
300.00	Cattle guard concrete wings
\$ 770.00	Trackhoe @ \$77/hr. x 10 hrs.
\$ 0	Two 10 ft. sections of cattle guard donated by Bob Pohl
<u>\$19,445.73</u>	<u>2006 Total</u>

2007:

\$ 1,613.43	Parking Lot ¾" road material (591 tons @ \$2.73/ton)
0	Driveway to house 55 tons of ¾"
<u>\$1,613.43</u>	<u>2007 Total</u>

\$ 0	Fencing (Bob Pohl will install)
\$ 0	Surveying and staking (Bob Pohl conducted survey and blueprints)
\$?	Policing parking area
_____	County Liability (covered under County's insurance)

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2006, by and between the Board of County Commissioners of Ouray County, Colorado ("Board") and Robert W. Pohl and Wendy Pohl ("Pohl"), as follows:

WHEREAS, Pohl is the owner of certain real property in Ouray County, Colorado which is more specifically described on the attached Exhibit "A" ("Pohl Property"); and

WHEREAS, the Pohl Property is adjacent to Ouray County Road 5 and includes an area of property that has historically been used by members of the general public for parking in order to access National Forest property at the end of County Road 5; and

WHEREAS, Pohl is willing to transfer that portion of the Pohl Property that has been used as a parking area to Ouray County based upon certain conditions; and

WHEREAS, the portion of real property proposed to be transferred to Ouray County is shown on the map attached as Exhibit "B" and more particularly described on the attached Exhibit "C" ("Pohl Parking Area"); and

WHEREAS, based upon information presented to the Board, the Board has determined that absent the Board's acceptance of the Pohl Parking Area according to the terms set forth herein, a safety issue will be created by virtue of motor vehicles being parked along the right-of-way of County Road 5 in order to access areas of the National Forest that have historically been accessed from County Road 5;

NOW THEREFORE, in consideration of the mutual promises between the parties, and other good and valuable consideration, the receipt and sufficiency of which each hereby acknowledge, the parties agree as follows:

1. Pohl shall transfer to the Board the Pohl Parking Area property by a General Warranty Deed, free and clear of all liens and encumbrances. Pohl shall take all steps necessary to transfer such property to the Board, including filing all necessary applications, documents or fees with the Ouray County Land Use Department as may be required by the Ouray County Land Use Code ("LUC") and preparation of the necessary plat to be recorded with the Ouray County Clerk and Recorder.
2. In exchange for the transfer of the Pohl Parking Area to Ouray County by Pohl, the Board agrees that it will undertake the following:
 - a. Place four inches of pit run from Ouray County's BLM pit on the parking area, that portion of County Road 5 from the existing cattle guard to the Pohl driveway and on the driveway to the Pohl property to a width of eighteen (18) feet. Such work shall be completed within ninety (90) days of the transfer of the Pohl Parking Area to Ouray County. Ouray County shall not be required to do any site work or preparation of the Pohl driveway, rather, the work to be completed by Ouray County on the Pohl driveway shall be to place the pit run on the existing driveway and spread it to a depth of four (4) inches and a width of eighteen (18) feet.
 - b. Pohl shall supply to Ouray County, at no cost to Ouray County, a new sixteen-foot (16') cattle guard for placement in line with the new fence to be constructed by Pohl as described below. Ouray County shall be responsible for the associated materials and labor involved in installing the cattle guard at the new location. Such cattle guard shall be installed within ninety (90) days of the completion of the new fence, weather permitting.

- c. No later than June 30, 2007, Ouray County shall place $\frac{3}{4}$ " road material on that portion of County Road 5 from the location of the current, existing cattle guard to the Pohl driveway, a distance of approximately eight hundred and fifty feet (850'), on the Pohl Parking Area and on the Pohl driveway. The work on the Pohl driveway shall be to a width of sixteen (16) feet and shall not include any site work or other preparation of the driveway. Pohl shall be responsible for ensuring that the driveway is in proper condition for the $\frac{3}{4}$ " road material to be placed on the driveway on the date to be coordinated between the Ouray County Road and Bridge Department and Pohl. Ouray County's responsibility for such work on the Pohl driveway shall be limited to placing the road material on the driveway and spreading it to a depth of four (4) inches of pit run and four (4) inches of $\frac{3}{4}$ " road material a distance of approximately four hundred and fifty (450) feet and a width of sixteen (16) feet.
 - d. From and after the date of the transfer of the Pohl Parking Area to the Board, Ouray County shall be responsible for the ongoing maintenance of the parking area.
 - e. Placement of appropriate signage in and around the parking area advising the public of that parking shall be within the parking area and not on County Road 5 and the area of private property and shall be installed, at the expense of Ouray County, no later than December 31, 2006.
3. In order to accomplish the intent of this Agreement, Pohl agrees to be responsible for the following:
 - a. Fencing the area designated as the parking area on the attached Exhibit "B".
 - b. Cutting any trees in and around the Pohl property that may be required to accomplish the work on the Pohl driveway and County Road 5.
 4. The parties agree that the intent of this Agreement is that the Pohl Parking Area shall only be used for parking for recreational purposes for the general public to access public lands. However, if the Board determines in the future that the Pohl Parking Area is a hazard or a liability, Ouray County may take whatever steps it deems necessary to close or discontinue the use of the parking area for the general public. Additionally, should a non-profit entity agree to be responsible for the ownership and maintenance of the parking area, Ouray County shall not be prohibited from transferring the parking area to such non-profit entity.
 5. Ouray County shall not be responsible for monitoring the use of the parking area or for other than necessary maintenance to keep the parking area in a reasonably safe condition.
 6. In the event that Pohl is unable to transfer the Pohl Parking Area to the Board as a result of failing to obtain the necessary approvals according to the LUC, this Agreement shall terminate and both parties shall be relieved of all obligations set forth herein.
 7. In the event that Ouray County is prevented from performing its obligations hereunder as a result of a lack of materials or due to budgetary constraints, the deadlines set forth in Paragraphs 2.a and 2.c above shall each be extended by six months. In the alternative, if it becomes apparent to Ouray County that it will not be able to perform its obligations hereunder, Ouray County may transfer the Pohl Parking Area to Pohl and Ouray County shall then be relieved of all of its obligations hereunder.
 8. In no event shall Ouray County be obligated to expend any monies or pay any costs to complete the terms of this Agreement, other than those items or expenditures described in the attached Exhibit "D".

9. This Agreement is intended to benefit only the parties hereto and no other person or entity has or shall acquire any rights hereunder.
10. The prevailing party in any action to interpret the terms of this Agreement or to enforce any of the rights, obligations or conditions of this Agreement shall collect all reasonable costs and expenses incurred in bringing such action, including, but not limited to, reasonable attorney fees.
11. This Agreement contains the entire understanding of the parties upon the subject matter set forth. There is no agreement, oral or otherwise, that is not set forth in this writing. Except as otherwise provided herein, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties.
12. The terms of this Agreement shall inure to the benefit of, and be binding upon, the parties, their successors or assigns.
13. The parties agree that they shall execute such other documents as may be necessary in order to effectuate the terms of this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF OURAY COUNTY, COLORADO

Heidi M. Albritton, Chair

ATTEST:

Michelle Nauer, Ouray County Clerk and Recorder
By: Linda Munson-Haley, Deputy Clerk of the Board

Robert W. Pohl

Wendy Pohl

Exhibit E

05/30/2006

To Whom It May Concern

Enclosed please find a description and exhibits for a proposed recreational parking lot on Millers Mesa located approximately at the intersections of County Road 5 and 5A. This parcel will easily accommodate twenty-three (23) 9 foot by 20 foot parking stalls and an area for a picnic table.


The boundary of said parcel will be fenced to help delineate its location once we have come to an agreement.

It is my intention to deed said parcel of land to Ouray County in exchange for the following:

- 1.) Deeded area is to be used for recreation parking purposes only.
- 2.) If a picnic table is installed, a suitable trash container must also be provided.
- 3.) Said trash container to be emptied by the County as needed.
- 4.) Parking area to be graveled as per County specifications for an access tract. (23.2Q figure 2) 8" sub base class 2 (CDOT) 4" base course class 6 (CDOT)
- 5.) Parking area to have signs designating purpose.
- 6.) "No Parking" signs to be installed along both sides of County Road 5 from the end of the parking lot to the beginning of the driveway to the Pohl Residence.
- 7.) Cattle guard to be relocated to the end of the parking area in the center of County road 5.
- 8.) County Road 5 to be graveled as per county road specifications for an Access Tract (23.2Q Figure 2) 8" sub base Class 2 (CDOT) W/ 4" base course Class 6 (CDOT) from the Intersection of County Road 5 and County Road 5A to the beginning of the driveway to the Pohl residence.
- 9.) The driveway to the Pohl residence is to be graveled as per county road specifications for an Access Tract (23.2Q Figure 2) 8" sub base Class 2 (CDOT) W/ 4" base course Class 6 (CDOT).
- 10.) Ouray County is to assume all liabilities connected with the recreational parking lot.

Thank you very much for your time and consideration on this matter.

Sincerely



Robert W. Pohl
P. O. Box 609
Ridgway, Colorado 81432
970-826-2222