

**GRANT OF EASEMENT  
AND EASEMENT MAINTENANCE AGREEMENT**

THIS GRANT OF EASEMENT AND EASEMENT MAINTENANCE AGREEMENT (“Agreement”) is made and entered into by and between **Mesa County Valley School District No. 51**, a public school district duly organized and validly existing under the laws of the State of Colorado (“Grantor”) and the **City of Grand Junction**, a Colorado home rule municipal corporation (“Grantee”). Grantor and Grantee are sometimes referred to as a “Party” or “Parties”.

Recitals

A. Grantor is the owner of that certain real property located in the City of Grand Junction, County of Mesa, State of Colorado as more particularly described on the attached Exhibit 1, which is incorporated herein by this reference (the “Property”).

B. Juniper Ridge Community School (“JRCS”) is developing the Property as a K-12 school, including construction of buildings and improvements on the Property.

C. Grantee and the Persigo 201 Wastewater Treatment Works own and operate, for the benefit of the public, the Persigo 201 sanitary sewer utility lines located on the Property. The Parties desire to perfect the City’s easement rights for the operation and maintenance of the sewer lines by this express grant of easement.

D. Grantee owns and operates a storm sewer drain pipe and related facilities on the Property. The Parties desire to perfect the City’s easement rights for the operation and maintenance of the storm drain facilities by this express grant of easement.

E. Grantee additionally desires a perpetual, non-exclusive easement for drainage in, on, over, under, and across a portion of the Property.

F. Grantor is willing to convey and grant to Grantee the easements described above and to enter into this Agreement upon the conditions and agreements set forth herein.

**NOW, THEREFORE**, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants unto Grantee the following easements, and the Parties hereby agree to the following:

1. Sewer Easement. Grantor grants and conveys to Grantee, its successors and assigns forever, a perpetual non-exclusive easement, twenty feet (20’) in width, for the use and benefit of the City and the Persigo 201 Wastewater Treatment Works on, over, across and under that portion of Property described on attached Exhibit 2A and depicted on attached Exhibit 2B, which exhibits are incorporated herein by this reference. Grantee’s use of the Easement Area will include construction, installation, operation, maintenance, repair, and replacement of public sewer facilities including but not limited to sanitary sewer lines, manholes and related facilities.

2. Storm Sewer Easement. Grantor further grants and conveys to Grantee, its successors and assigns forever, a perpetual non-exclusive easement, on, over, across and under that portion of the Property described on attached Exhibit 3A and depicted on attached Exhibit 3B, which exhibits

are incorporated herein by this reference, for the purpose of operation and maintenance of a storm sewer drain pipe and related facilities.

3. Drainage Easement. Grantor further grants and conveys to Grantee, its successors and assigns forever, a perpetual non-exclusive easement, on, over, across and under that portion of the Property described on attached Exhibit 4A and depicted on attached Exhibit 4B, which exhibits are incorporated herein by this reference, for the purpose of maintaining drainage of storm water runoff for the benefit of the public. Notwithstanding anything to the contrary herein, the rights granted by the drainage Easement (defined below) are subject to the rights and obligations of the Ranchmen's Ditch Company (the "Ditch Owner"), who owns, operates and maintains the irrigation ditch that runs adjacent, over and through the Property and this Drainage Easement Area.

4. Definitions; Covenants Running with the Land. The easements described in Paragraphs 1, 2, and 3 above may sometimes be referred to together, as the "Easements" or individually as an "Easement" and the area described and depicted for each is referred to as an "Easement Area" and collectively, as the "Easement Areas". The Easements shall constitute covenants running with the land, and each Easement shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns, and any persons claiming by, through or under them.

5. Access for Maintenance and Operation. The Easements further include the right to enter upon the Easement Areas, with workers and equipment, to survey, maintain, operate, repair, replace, control and use the Easements for the purposes described herein, and to remove objects unreasonably interfering with the Easements, including the trimming of trees and bushes as may be required to permit the operation of construction and repair machinery and the operation and maintenance of the facilities within the Easement Areas.

6. License for Entry. The Easements include the right of ingress and egress over the Property to and from the respective Easement Areas to the public street(s) for Grantee's reasonable construction, repair, maintenance, installation, and patrolling activities. To the maximum practicable extent, Grantee shall use existing gates, roads, trails, and facilities to avoid disruption of school operations on the Property, and shall observe the reasonable safety and security precautions established by Grantor and JRCS or their successors and assigns.

7. Additional Conditions. The Parties further agree as follows:

(a) All improvements contemplated by this Agreement shall be constructed and reconstructed below ground where feasible.

(b) Grantee shall, except in an emergency, provide Grantor at least three (3) days' notice prior to any construction, installation, maintenance or repair work in any Easement Area.

(c) In the event that the activities of Grantee, its employees, agents, contractors, or the general public in the Easement Areas results in any physical damage to Grantor's Property, Grantee shall promptly, following notice of the damage, repair the damage and restore Grantor's Property to substantially the same or better condition.

8. Retained Rights. The interests conveyed by this Agreement are Easements for the limited purposes and uses and upon the terms stated in this Agreement. Grantor retains the right to



use and occupy those portions of the Property burdened by the Easements for any lawful purpose which does not unreasonably interfere with the full use and quiet enjoyment of the rights granted in this Agreement. Grantor will not install or permit the installation of any building, structure, improvement, retaining wall, fence, patio, obstruction, tree or other landscaping other than the usual and customary grasses and ground cover in any Easement Area, without the prior and express written authorization of the Grantee. However, Grantor may install pavement, curbs, gutters, sidewalks and driveways, so long as they do not unreasonably interfere with Grantee's use of the Easement Areas.

9. Obligation for Maintenance. Subject to the rights of the Ditch Owner, maintenance of the improvements in the Easement Areas shall be performed by Grantee, at Grantee's expense.

10. Insurance. Grantee shall maintain insurance for such liability up to the same limits as it maintains for its other real property interests, and shall upon written request of Grantor, provide reasonable evidence of such coverage.

11. Compliance with Laws. Each Party shall, in exercising all rights granted under this Agreement, comply with all applicable Laws. As used herein "Laws" shall mean all laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental or quasi-governmental authorities having jurisdiction over the properties or the parties.

12. Limitation on Liability. Notwithstanding anything to the contrary in this Agreement, neither Grantor nor Grantee shall be liable to the other party for indirect, consequential, or punitive damages for any matter arising under this Agreement.

13. Representations and Authority.

(a) Grantor represents and warrants that it has good title to the Property; that it has good and lawful right to grant the Easements; and that it will warrant and forever defend the interests granted in this Agreement and quiet possession thereof against the lawful claims and demands of all persons claiming by, through, or under Grantor.

(b) By signing below the Parties' representatives represent they have the necessary power and authority to grant the Easements and to enter into this Agreement.

14. Notices. All notices, demands and requests or communications required or permitted to be given under this Agreement must be in writing and sent to the addresses of the Parties set forth below, and to the address of the record title owner of the Property.

Grantee: City of Grand Junction  
Attention: City Attorney,  
250 North 5th Street,  
Grand Junction, Colorado 81501

Grantor: Mesa County Valley School District No. 51  
2115 Grand Avenue  
Grand Junction, Colorado 81501

A Party may change its address by providing notice as required in this Agreement.

15. No Waiver. The waiver by either Party of any provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision contained in this Agreement. Any waiver must be in writing and signed by the Party granting the waiver.

16. Modification. No modification or amendment of this Agreement shall be binding unless made in writing executed by both Parties or their respective successors or assigns.

17. Default; Enforcement. In the event of a default by a Party under this Agreement, following written notice to the defaulting Party and reasonable opportunity to cure the default, the non-defaulting Party may: (a) cure, if capable of cure, the breach by the defaulting Party, with the right of reimbursement for all reasonable costs and expenses incurred in connection with the cure; (b) seek an action for specific performance or injunction; or (c) file an action for damages.

18. Attorneys' Fees. In the event that any Party commences any action to enforce the provisions of this Agreement or for damages, the prevailing Party in the action shall be awarded its reasonable costs and attorneys' fees.

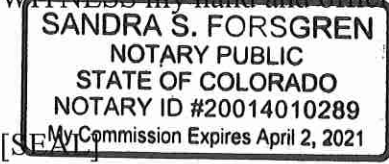
Executed and delivered this 18 day of March, 2019.

<b>GRANTOR:</b>  <b>Mesa County Valley School District No. 51,</b> a public school district under the laws of Colorado  By: <u>Philip Onofrio</u> Name: <u>Philip Onofrio</u> Title: <u>COO</u>	<b>GRANTEE:</b>  <b>The City of Grand Junction</b> a Colorado home rule municipality  By: <u>Greg Caton</u> Name: <u>Greg Caton</u> Title: <u>City Manager</u>
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STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2019, by Phil D. Onofrio, as Chief Operating Officer of Mesa County Valley School District No. 51.

WITNESS my hand and official seal.



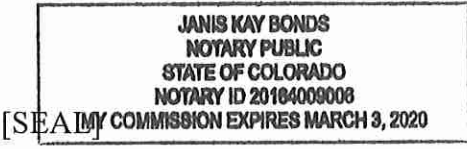
Sandra S. Forsgren  
Notary Public

My Commission expires: 4/2/2021

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2019, by Greg Caton, as City Manager of The City of Grand Junction, a home rule municipality.

WITNESS my hand and official seal.



Janis Kay Bonds  
Notary Public

My Commission expires: March 3, 2020



## EXHIBIT 1

A tract of land located in a part of the SW1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:

Beginning at the Southwest corner of said Section 2;

thence South  $89^{\circ}55'35''$  East along the South line of the SW1/4 of said Section 2, a distance of 130.00 feet;

thence North  $00^{\circ}04'25''$  East 30.00 feet;

thence along the arc of a curve to the left whose radius is 25.00 feet and whose long chord bears North  $45^{\circ}04'25''$  East 35.35 feet;

thence along the arc of a curve to the right whose radius is 135.00 feet and whose long chord bears North  $17^{\circ}47'25''$  East 82.16 feet;

thence North  $00^{\circ}04'25''$  East 85.00 feet to the North boundary of Willowbrook Subdivision Replat;

thence along said North boundary by the following six (6) courses and distances:

(1) North  $66^{\circ}11'25''$  East 177.17 feet;

(2) North  $89^{\circ}55'35''$  East 140.00 feet;

(3) North  $67^{\circ}34'25''$  East 100.00 feet;

(4) North  $87^{\circ}04'25''$  East 300.00 feet;

(5) South  $77^{\circ}46'35''$  East 101.49 feet;

(6) North  $76^{\circ}03'34''$  East 175.09 feet to the Northeast corner of said Willowbrook Subdivision Replat;

thence North  $00^{\circ}03'11''$  East 25.76 feet;

thence North  $75^{\circ}07'19''$  East 178.59 feet to a point on the East line of the W1/2 SW1/4 of said Section 2;

thence North  $00^{\circ}02'13''$  East along said East line W1/2 SW1/4 of said Section 2 a distance of 36.78 feet;

thence North  $85^{\circ}29'33''$  East 169.12 feet;

thence North  $70^{\circ}00'23''$  East 492.48 feet;

thence North  $16^{\circ}11'21''$  East 95.45 feet to a point of the West line of the NE1/4 SE1/4 SW1/4 of said Section 2;

thence North  $00^{\circ}01'42''$  East along said West line NE1/4 SE1/4 SW1/4 of said Section 2 a distance of 436.08 feet to a point on the southerly Right-of-Way of the Grand Valley Canal;

thence along said southerly and the westerly Right-of-Way of the Grand Valley Canal by the following eleven(11) courses and distances;

(1) North  $78^{\circ}04'46''$  West 194.26 feet;

(2) South  $89^{\circ}45'10''$  West 65.42 feet;

(3) North  $62^{\circ}33'41''$  West 70.46 feet;

(4) North  $36^{\circ}54'29''$  West 50.57 feet;

(5) North  $15^{\circ}37'34''$  West 97.57 feet;

(6) North  $35^{\circ}49'10''$  West 49.13 feet;

(7) North  $08^{\circ}01'50''$  West 84.40 feet;

(8) North  $07^{\circ}07'57''$  East 38.78 feet;

(9) North  $23^{\circ}14'00''$  West 43.30 feet;

(10) North  $31^{\circ}43'12''$  West 164.68 feet;

(11) North  $16^{\circ}17'28''$  West 252.99 feet;

thence South  $89^{\circ}55'47''$  West 282.83 feet to a point on the easterly boundary of Northridge Estates Filing No. Three;

thence South  $00^{\circ}03'06''$  West along said easterly boundary of Northridge Estates Filing No. Three 660.78 feet to the Southeast corner of Lot 16, Block 2 of said Northridge Estates Filing No. Three;

thence North  $89^{\circ}59'16''$  West 125.24 feet;

thence South  $00^{\circ}00'00''$  East 11.00 feet;

thence North 89°59'16" West 111.25 feet;  
thence North 00°00'00" East 11.00 feet;  
thence North 89°59'16" West 31.23 feet;  
thence South 00°03'21" West 300.00 feet;  
thence North 89°59'16" West 200.00 feet to a point on the easterly boundary of Northridge Estates Filing No. Two;  
thence South 00°03'21" West along said easterly boundary 356.43 feet to the Southwest corner of Lot 14, Block 5 of said Northridge Estates Filing No. Three;  
thence North 89°57'28" West 328.76 feet to the Southwest corner of Lot 1, Block 5 of said Northridge Estates Filing No. Two;  
thence North 89°56'54" West 310.94 feet to the Southwest corner of Lot 1, Block 1 of Northridge Estates Filing No. One;  
thence South 67°33'05" West 375.10 feet to a point on the West line SW1/4 of said Section 2;  
thence South 00°03'11" West 512.48 feet along said West line SW1/4 of said Section 2 to the Point of Beginning;

TOGETHER WITH that part of vacated North Bluff Drive by instrument recorded August 10, 1990 at Book 1798 in Page 779 and also at Reception No. 1548684;

EXCEPT that part of Northridge Estates Filing No. One and Two dedicated as streets;

AND EXCEPT three parcels of land conveyed to the City of Grand Junction by instrument recorded May 13, 1988, in Book 1692 at Page 932, as shown as parcels RW-33, RW-33A and RW-33B therein.  
County of Mesa, State of Colorado



**EXHIBIT 2A**

**SANITARY SEWER EASEMENT**

An easement located within the Southwest Quarter of Section 2, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said easement lying entirely within a parcel of land described and recorded at Reception No: 2820232 at the Mesa County Clerk and Recorders Office and being more particularly described as follows:

Commencing at the Southwest corner of said Section 2 whence the South Quarter corner of said Section 2 bears S89°55'35"E with all bearings being relative thereto; thence N00°03'11"E along the West line of the Southwest Quarter of the Southwest Quarter of said Section 2, a distance of 90.34 feet to the Point Of Beginning; thence N47°18'37"E, a distance of 356.85 feet; thence N81°52'05"E, a distance of 484.04 feet; thence N87°52'47"E, a distance of 310.19 feet; thence N76°56'30"E, a distance of 233.54 feet; thence S30°15'34"E, a distance of 39.81 feet to the southerly property line; thence N75°07'19"E, a distance of 17.65 feet to a property corner; thence N00°02'13"E, a distance of 5.91 feet; thence N30°15'34"W, a distance of 30.94 feet; thence N85°09'15"E, a distance of 15.67 feet; thence N00°02'13"E, a distance of 2.82 feet to a property corner; thence N85°29'33"E, a distance of 167.69 feet; thence N67°11'27"E, a distance of 95.83 feet; thence N67°24'47"E, a distance of 305.98 feet; thence N49°31'51"E, a distance of 156.14 feet to the easterly property line; thence N16°11'21"E, a distance of 4.33 feet to a property corner; thence N00°01'42"E, a distance of 23.17 feet; thence S49°31'51"W, a distance of 171.65 feet; thence S67°24'47"W, a distance of 302.87 feet; thence S67°11'27"W, a distance of 98.59 feet; thence S85°09'15"W, a distance of 179.02 feet; thence N03°50'54"E, a distance of 435.71 feet; thence N39°38'54"W, a distance of 389.61 feet; thence N00°08'06"E, a distance of 202.96 feet to the easterly property line; thence N35°49'10"W, a distance of 3.52 feet to a property corner; thence N08°01'50"W, a distance of 84.40 feet to a property corner; thence N07°07'57"E, a distance of 38.78 feet to a property corner; thence N23°14'00"E, a distance of 23.78 feet; thence N00°08'06"E, a distance of 372.92 feet; thence N06°07'03"E, a distance of 14.41 feet; thence N89°56'02"E, a distance of 158.92 feet to the easterly property line; thence N16°17'28"E, a distance of 13.97 feet to a property corner; thence S89°55'47"W, a distance of 181.52 feet; thence S06°07'03"W a distance of 17.32 feet; thence S89°33'32"W, a distance of 99.49 feet to the westerly property line and the Northridge Drive Right of Way; thence along said Right of Way S00°03'06"W, a distance of 20.00 feet; thence leaving said Right of Way N89°33'32"E, a distance of 98.48 feet; thence S00°08'06"W, a distance of 705.88 feet; thence S39°38'54"W, a distance of 388.89 feet; thence S03°50'54"W, a distance of 446.40 feet; thence S76°56'30"W, a distance of 231.59 feet; thence S87°52'47"W, a distance of 309.31 feet; thence S81°58'08"W, a distance of 230.58 feet; thence N00°11'48"E, a distance of 103.20 feet to the Northridge Drive Right of Way; thence along a 125.00 foot radius curve to the right, a curve length of 33.74 feet, a delta angle of 15°27'59", a chord bearing of S36°40'32"W and chord distance of 33.64 feet; thence leaving said Right of Way S00°11'48"W, a distance of 79.07 feet; thence S81°46'06"W, a distance of 240.55 feet; thence S47°18'37"W, a distance of 344.57 feet to the West line of the Southwest Quarter of the Southwest Quarter of said Section 2; thence S00°03'11"W, a distance of 27.23 feet to the Point of Beginning.

Said description contains an area of 79,701 SQ FT (1.829 Acres) more or less, as described herein and illustrated on Exhibit "B".

This legal description prepared by:  
Christopher C. Ransier CO PLS 38089  
717 Centauri Drive  
Grand Junction, CO 81506

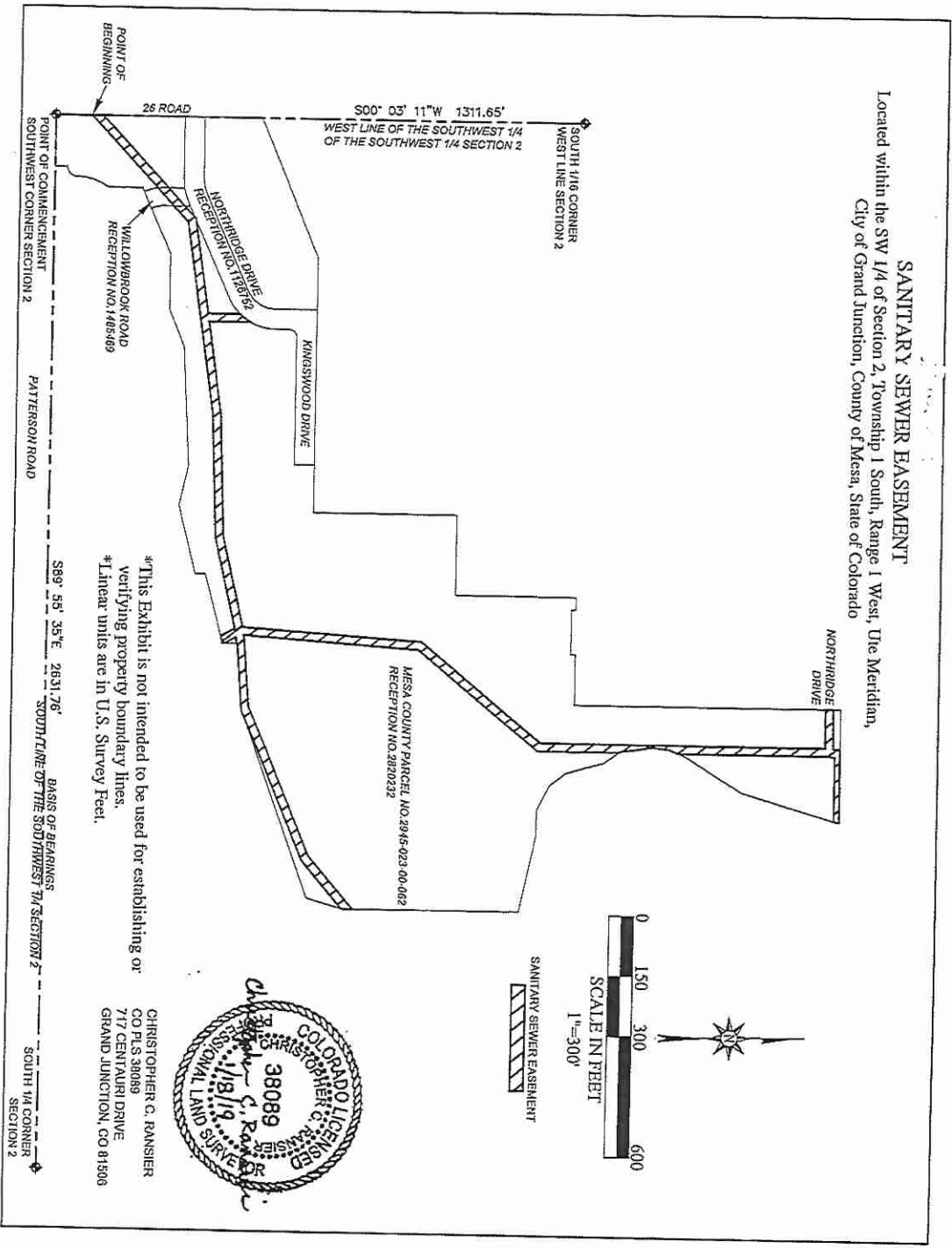




**EXHIBIT 2B**

**SANITARY SEWER EASEMENT**

Located within the SW 1/4 of Section 2, Township 1 South, Range 1 West, Ute Meridian,  
City of Grand Junction, County of Mesa, State of Colorado



\*This Exhibit is not intended to be used for establishing or verifying property boundary lines.  
\*Linear units are in U.S. Survey Feet.

CHRISTOPHER C. RAMSIER  
CO PLS 39089  
717 CENTAURI DRIVE  
GRAND JUNCTION, CO 81506

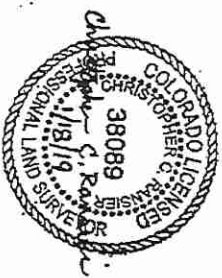


EXHIBIT 3A

**STORM SEWER EASEMENT**

An easement located within the Southwest Quarter of Section 2, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said easement lying entirely within a parcel of land described and recorded at Reception No: 2820232 at the Mesa County Clerk and Recorders Office and being more particularly described as follows:

Commencing at the South Center Sixteenth Corner of said Section 2 whence the South Quarter corner of said Section 2 bears S00°01'12"W with all bearings being relative thereto; thence N62°16'05"W, a distance of 1185.99 feet to the Point Of Beginning; thence N64°43'04"W, a distance of 140.12 feet to the west property line; thence along the property line N00°03'06"E, a distance of 22.11 feet; thence S64°43'04"E, a distance of 149.55 feet; thence S25°16'56"W, a distance of 20.00 feet to the Point of Beginning.

Said description contains an area of 2,896 SQ FT (0.066 Acres) more or less, as described herein and illustrated on Exhibit "B".

This legal description prepared by:  
Christopher C. Ransier CO PLS 38089  
717 Centauri Drive  
Grand Junction, CO 81506

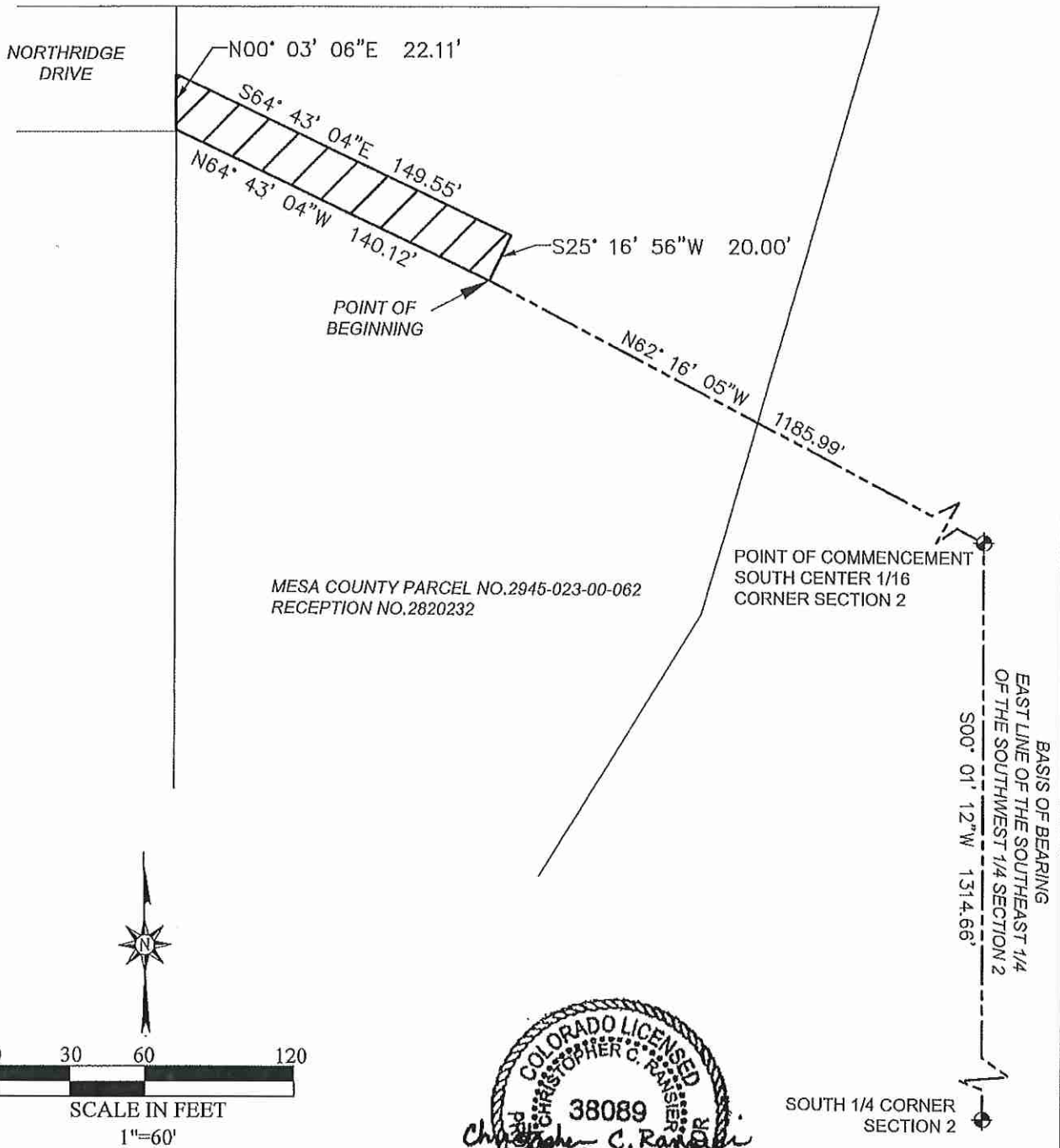




**EXHIBIT 3B**

**STORM SEWER EASEMENT**

Located within the SW 1/4 of Section 2, Township 1 South, Range 1 West, Ute Meridian,  
City of Grand Junction, County of Mesa, State of Colorado



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\*Linear units are in U.S. Survey Feet.

CHRISTOPHER C. RANSIER  
CO PLS 38089  
717 CENTAURI DRIVE  
GRAND JUNCTION, CO 81506

## EXHIBIT 4A

### **DRAINAGE EASEMENT**

An easement located within the Southwest Quarter of Section 2, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said easement lying entirely within a parcel of land described and recorded at Reception No: 2820232 at the Mesa County Clerk and Records Office and being more particularly described as follows:

Commencing at the Southwest corner of said Section 2 whence the South Quarter corner of said Section 2 bears S89°55'35"E with all bearings being relative thereto; thence N14°06'03"E, a distance of 121.14 feet to the Point Of Beginning; thence N47°18'37"E, a distance of 316.81 feet; thence N81°52'05"E, a distance of 484.04 feet; thence N87°52'47"E, a distance of 310.19 feet; thence N77°17'27"E, a distance of 271.30 feet to a property corner; thence along a property line S00°02'13"W, a distance of 36.78 feet to a property corner; thence along a property line S75°07'19"W, a distance of 178.59 feet to a property corner; thence along a property line S00°03'11"E, a distance of 10.06 feet; thence leaving property line S83°58'49"W, a distance of 249.42 feet; thence S64°05'52"W, a distance of 23.45 feet to a property corner; thence along a property line S87°04'25"W, a distance of 300.00 feet to a property corner; thence along a property line S67°34'25"W, a distance of 100.00 feet to a property corner; thence along a property line N89°55'35"W, a distance of 140.00 feet to a property corner; thence N66°11'25"W, a distance of 177.17 feet to a property corner; thence along a property line S00°08'35"W, a distance of 32.60 feet; thence leaving a property line S39°56'59"W, a distance of 148.70 feet; thence N50°09'51"W, a distance of 71.89 feet to the Point of Beginning.

Also

Commencing at said South Quarter corner of said Section 2; thence N41°17'39"W, a distance of 996.43 feet to the Point Of Beginning and a property corner; thence along a property line S16°11'21"W, a distance of 95.45 feet to a property corner; thence S70°00'23"W, a distance of 492.48 feet to a property corner; thence N67°17'48"E, a distance of 400.45 feet; thence N48°40'41"E, a distance of 159.77 feet to the Point of Beginning.

Said description contains an area of 82,345 SQ FT (1.890 Acres) more or less, as described herein and illustrated on Exhibit "B".

This legal description prepared by:  
Christopher C. Ransier CO PLS 38089  
717 Centauri Drive  
Grand Junction, CO 81506



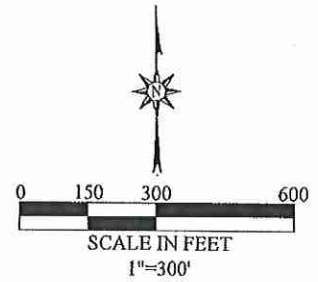


**EXHIBIT 4B**

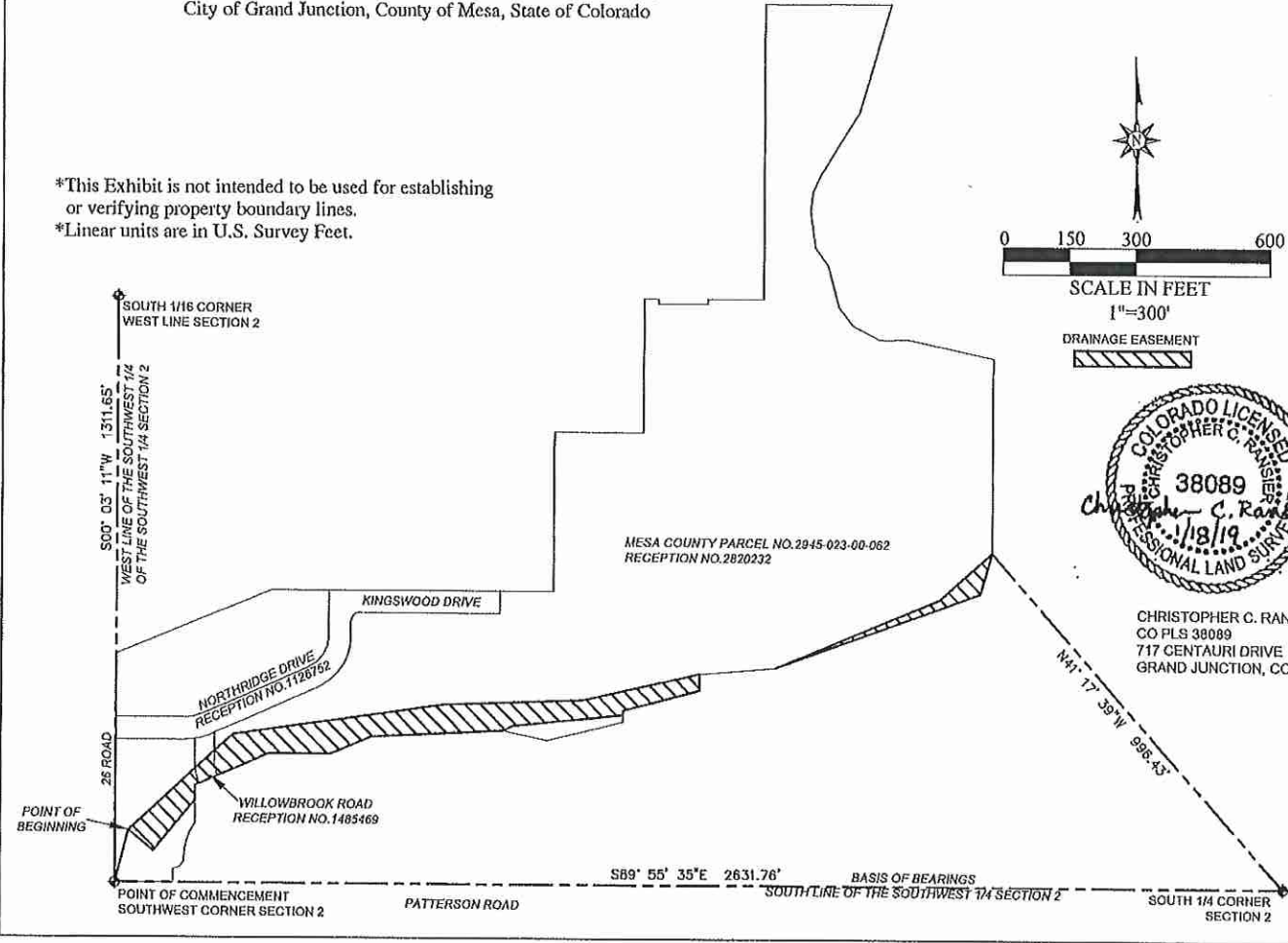
**DRAINAGE EASEMENT**

Located within the SW 1/4 of Section 2, Township 1 South, Range 1 West, Ute Meridian,  
City of Grand Junction, County of Mesa, State of Colorado

\*This Exhibit is not intended to be used for establishing  
or verifying property boundary lines.  
\*Linear units are in U.S. Survey Feet.



CHRISTOPHER C. RANSIER  
CO PLS 38089  
717 CENTAURI DRIVE  
GRAND JUNCTION, CO 81506



MESA COUNTY PARCEL NO. 2945-023-00-062  
RECEPTION NO. 2820232

SOUTH 1/16 CORNER  
WEST LINE SECTION 2

S00° 03' 11" W 1311.65'  
WEST LINE OF THE SOUTHWEST 1/4  
OF THE SOUTHWEST 1/4 SECTION 2

KINGSWOOD DRIVE

NORTHBRIDGE DRIVE  
RECEPTION NO. 1128752

WILLOWBROOK ROAD  
RECEPTION NO. 1485469

POINT OF  
BEGINNING

POINT OF COMMENCEMENT  
SOUTHWEST CORNER SECTION 2

PATTERSON ROAD

S89° 55' 35" E 2631.76'

BASIS OF BEARINGS  
SOUTH LINE OF THE SOUTHWEST 1/4 SECTION 2

N41° 17' 39" W 596.43'

SOUTH 1/4 CORNER  
SECTION 2