

RECEPTION#: 3131556, at 7/16/2025 11:09:42 AM, 1 of 3

Recording: \$43.00, Doc Fee Exempt Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

GRANT OF WATERLINE EASEMENT

Museum of Western Colorado, Inc., a Colorado non-profit corporation whose address is 462 Ute Avenue, Grand Junction, CO 81501, Grantor, owner of land located at 462 Ute Avenue, Grand Junction, CO 81501, as recorded at Reception No. 1801225 and Reception No. 1861003, Public records of Mesa County, Colorado, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee,** whose address is 250 N. 5th Street, Grand Junction, CO 81501, a Perpetual Waterline Easement for the use and benefit of Grantee as a perpetual easement for City approved facilities for delivery and distribution of public water supply including the installation, operation, reconstruction, removal, replacing, maintaining and repairing of waterline(s) and appurtenant facilities and equipment on, along, over, under, through and across in the City of Grand Junction, County of Mesa, State of Colorado, more particularly described in **Exhibit A**, which exhibit is attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

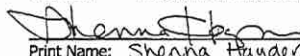
The Easement contains the following rights: (1) The right to change the size of the facilities; (2) relocate the facilities within the easement; and (3) the right to remove from the property all trees and parts thereof, or other obstructions, which endanger or interfere with the efficiency and maintenance of the facilities. To the extent reasonably necessary and incidental to the installation of facilities and the road right-of-way project by the State of Colorado which has instigated the movement of the facilities to the Easement, Grantor grants to Grantee a construction easement for roadway construction and sidewalk reconstruction.

The interest conveyed is an easement for the purposes and uses and upon the terms stated herein. Grantor reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with, and which will not unreasonably interfere with the full use and quiet enjoyment of the rights herein granted. Except as expressly permitted in a written agreement with the Grantee, Grantor will not install on the Easement, or permit the installation on the Easement, of any building, structure, improvement, retaining wall, patio, tree, or other landscaping, other than the usual and customary grasses and other ground cover and the sidewalk referenced above. A planning clearance shall not suffice as a written agreement. In the event such obstacles are installed in the Easement, the Grantee has the right to require the Grantor to remove such obstacles from the Easement at Grantor's cost. If Grantor does not remove such obstacles, the Grantee may remove such obstacles without any liability or obligation for repair and replacement thereof and charge the Grantor the Grantee's costs for such removal. If the Grantee chooses not to remove the obstacles, the Grantee will not be liable for any damage to the obstacles or any other property to which they are attached.

Grantor hereby covenants with Grantee that it has good title to the herein described premises; that it has good and lawful right to grant this Easement; that it will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 1 day of July 2025.

Grantor: Museum of Western Colorado, Inc.


 Print Name: Sheana Hayden
 Title: Executive Director
 Museum of Western Colorado, Inc.

SHEET 1 OF 2 Plus Exhibit A

RECEPTION#: 3131556, at 7/16/2025 11:09:42 AM, 2 of 3

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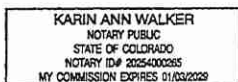
State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this 1st day of July 2025, by Shenna Hayden as Executive Director of the Museum of Western Colorado, Inc.

Witness my hand and official seal.



Notary Public



SHEET 2 OF 2 Plus Exhibit A

RECEPTION#: 3131556, at 7/16/2025 11:09:42 AM, 3 of 3

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EXHIBIT "A"

PROJECT NUMBER: NHPP 070A-042
PERMANENT EASEMENT NUMBER: PE-39
PROJECT CODE: 25637
DATE: August 13, 2024

LEGAL DESCRIPTION

A Permanent Easement No. PE-39 of the Department of Transportation, State of Colorado Project No. NHPP 070A-042 containing 36 sq. ft. (0.001 acres), more or less, situated in Lot 31, Block 125 of the City of Grand Junction, according to the Map of First Division, Resurvey, Town of Grand Junction, Colorado, recorded October 6, 1885, in Book 1, at Page 9, as Reception Number 3206, and lying in the Southwest 1/4 of Section 14, Township 1 South, Range 1 West, of the Ute Principal Meridian, County of Mesa, State of Colorado, said Permanent Easement being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 14, a found 2.5" brass cap in concrete, PLS 38274, properly stamped and dated 2022, thence N. 51°56'35" W., a distance of 1503.62 feet, to the southeasterly corner of said Lot 31, also being the northerly right-of-way line of Ute Avenue, the TRUE POINT OF BEGINNING;

1. Thence N. 89°52'06" W., along the northerly line of said right-of-way, a distance of 6.00 feet;
2. Thence N. 00°00'02" W., a distance of 6.00 feet;
3. Thence S. 89°52'06" E., a distance of 6.00 feet, to the easterly line of said Lot 31;
4. Thence S. 00°00'02" E., along easterly line of said Lot 31, a distance of 6.00 feet, more or less, to the TRUE POINT OF BEGINNING;

The above-described Permanent Easement contains 36 sq. ft. (0.001 acres), more or less.

The purpose of the above-described Permanent Easement is for a water meter connection including roadway construction and sidewalk reconstruction.

Basis of Bearings: All bearings recited herein are based on a grid bearing of S. 87°12'34" E., from milepost monument MP 5.49 to milepost monument MP 5.75. Both monuments are CDOT Type 5(S) monuments, marked appropriately for their milepost location.

For and on Behalf of SGM, Inc.
118 W. Sixth St., Suite 200
Glenwood Springs, CO 81601
Richard A. Harrison, PLS 38180



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TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

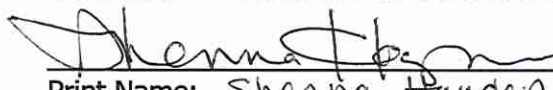
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Executed and delivered this 1 day of July 2025.

Grantor: Museum of Western Colorado, Inc.


Print Name: Sherina Hayden
Title: Executive Director
Museum of Western Colorado, Inc.

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this 1ST day of July 2025, by Shenna Hayden Executive Director of the Museum of Western Colorado, Inc. as

Witness my hand and official seal.

Karin Walker
Notary Public

KARIN ANN WALKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20254000265
MY COMMISSION EXPIRES 01/03/2029

EXHIBIT "A"

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PERMANENT EASEMENT NUMBER: PE-39
PROJECT CODE: 25637
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