

RECEPTION#: 3132880, at 7/29/2025 3:20:38 PM, 1 of 3

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

GRANT OF WATERLINE EASEMENT

Grand Junction Elks Home Association, a Colorado Non-profit Corporation whose address is 249 S. 4th Street, Grand Junction, CO 81501, Grantor, owner of a parcel of land located at 249 S. 4th Street, Grand Junction, CO 81501, as recorded at Reception No. 3048359, 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 Grantor's land in the City of Grand Junction, County of Mesa, State of Colorado, more particularly described in **Exhibit A** which 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, other shallow-rooted ground cover, and the sidewalk reconstruction referred to 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 the 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

SHEET 1 OF 2 Plus Exhibit A

RECEPTION#: 3132880, at 7/29/2025 3:20:38 PM, 2 of 3

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all persons whomsoever.

Executed and delivered this 29th day of July 2025.**Grantor: Grand Junction Elks Home Association**

T.C. Anderson
TC Anderson, Trustee
Grand Junction Elks Home Association

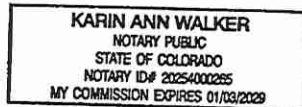
Marvin Linville
Marvin Linville, Trustee
Grand Junction Elks Home Association

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this 29th day of July 2025, by TC Anderson, and Marvin Linville, Trustees, of the Grand Junction Elks Home Association.

Witness my hand and official seal.

Karin Ann Walker
Notary Public

**SHEET 2 OF 2 Plus Exhibit A**

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EXHIBIT "A"

PROJECT NUMBER: NHPP 070A-042
PERMANENT EASEMENT NUMBER: PE-21A
PROJECT CODE: 25637
DATE: July 25, 2025

LEGAL DESCRIPTION

A Permanent Easement No. PE-21A of the Department of Transportation, State of Colorado Project No. NHPP 070A-042 containing 55 sq. ft. (0.001 acres), more or less, situated in Lot 18, Block 124 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. 55°43'34" W., a distance of 1646.50 feet, to the southerly line of said Lot 18, also being the northerly right-of-way line of Ute Avenue, the TRUE POINT OF BEGINNING;

1. Thence N. 00°03'51" E., a distance of 5.00 feet;
2. Thence S. 89°56'09" E., a distance of 11.00 feet;
3. Thence S. 00°03'51" W., a distance of 5.00 feet, to the northerly line of said right-of-way;
4. Thence N. 89°56'09" W., along the northerly line of said right-of-way, a distance of 11.00 feet, to the TRUE POINT OF BEGINNING;

The above-described Permanent Easement contains 55 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
Timothy A. Barnett, PLS 38404



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T.C. Anderson
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Karin Ann Walker
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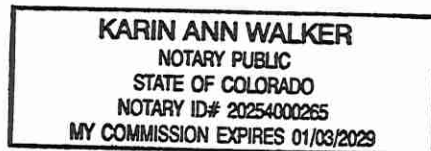


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PERMANENT EASEMENT NUMBER: PE-21A
PROJECT CODE: 25637
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