

SRS99DHE

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **DEED (EASEMENT)**

PURPOSE: UTILITIES AND PUBLIC ROAD RIGHT-OF-WAY

NAME OF PROPERTY OWNER OR GRANTOR: MARILYN K. SCHIVELEY, SUSAN RUMP-STEINBACH AND MARJORIE ELLEN RUMP, TRUSTEE OF THE JOHN S. RUMP TRUST

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): DESERT HILLS ESTATES

PARCEL NO.: 2947-262-00-057

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

EASEMENT DEED AND AGREEMENT

BOOK 2757 PAGE 750

This EASEMENT DEED AND AGREEMENT ("Agreement") made, effective as of _____, 1999, by and between **MARILYN K. SCHIVELEY, SUSAN RUMP-STEINBACH and MARJORIE ELLEN RUMP, TRUSTEE OF THE JOHN S. RUMP TRUST**, of 3000 Elmwood, Bakersfield, CA 93305, hereinafter referred to as "Grantor," and **THE CITY OF GRAND JUNCTION**, a Colorado municipality, of 250 North 5th Street, Grand Junction, CO 81506, hereinafter referred to as "Grantee."

The parties agree as follows:

**SECTION ONE
CONVEYANCE OF EASEMENT**

Grantor, for and in consideration of good and valuable consideration, hereby grants and conveys to Grantee an easement as more particularly described on Exhibit "A," Exhibit "B" and Exhibit "C," attached hereto free from all current and subsequent real property taxes and assessments, subject to restrictions and reservations of record over and across the property of Grantor as described in Exhibit "A," Exhibit "B" and Exhibit "C." The easement is and shall be perpetual and nonexclusive.

**SECTION TWO
DESCRIPTION OF EASEMENT**

An easement over and across the property of Grantor for the use and benefit of Grantee, their employees, agents and contractors, or any of their successors in title. The easement is for the sole and exclusive purpose of installation and maintenance of utilities, construction and maintenance of public road right of way, slope maintenance and incidental benefits and use for public purposes.

**SECTION THREE
CONDITIONS**

- (a) Grantee shall not fence or otherwise obstruct the easement;
- (b) Grantee shall promptly repair any damage it shall do to Grantor's real property;
- (c) Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by the exercise of the rights granted herein or by any wrongful or negligent act or omission of Grantee or of their agents in the course of their employment;

**SECTION FOUR
EASEMENT TO RUN WITH LAND**

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

SECTION FIVE
NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each property owner as set forth in the records of the Mesa County Assessor. Notice to the City shall be sent to 250 N. 5th Street, Grand Junction, CO 81501, with a copy to the City Attorney at the same address.

SECTION SIX
GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. The rule of strict construction does not apply to this instrument. This Easement Deed shall be given a reasonable construction in light of the intention of the parties to provide public road right of way and installation of public utilities.

SECTION SEVEN
ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION EIGHT
MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to the Agreement has caused it to be executed as of the date and year first above written.

"GRANTOR"

Marilyn K. Schiveley
by Doug K. Koy, P.O.A.

Marilyn K. Schiveley
Susan Rump-Steinbach
by Doug K. Koy, P.O.A.

Susan Rump-Steinbach

JOHN S. RUMP TRUST
Marjorie Ellen Rump
By: *by Doug K. Koy, P.O.A.*

Marjorie Ellen Rump, Trustee

(Signatures continued on page 3)

(Signatures continued from page 2)

"GRANTEE"

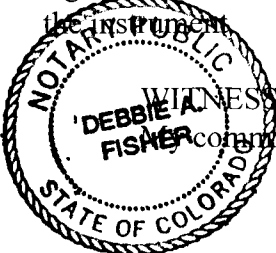
THE CITY OF GRAND JUNCTION, a Colorado municipality

By: [Signature]
City Manager

COLORADO
STATE OF CALIFORNIA)
) ss.
COUNTY OF MESA)

by Gregg K. Kampf, P.O.A.

On December 8 1999, 1999, before me, Debbie A. Fisher, personally appeared Marilyn K. Schiveley, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed



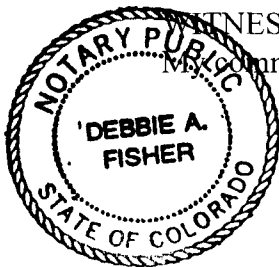
WITNESS my hand and official seal.
My commission expires: 3-14-2003

[Signature]
Notary Public

COLORADO
STATE OF CALIFORNIA)
) ss.
COUNTY OF MESA)

by Gregg K. Kampf, P.O.A.

On December 8, 1999, before me, Debbie A. Fisher, personally appeared Susan Rump-Steinbach, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



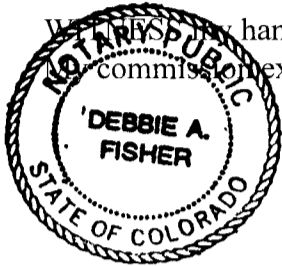
WITNESS my hand and official seal.
My commission expires: 3-14-2003

[Signature]
Notary Public

COLORADO
STATE OF CALIFORNIA)
) ss.
COUNTY OF MESA)

On December 8, 1999, before me, Debbie A. Fisher,
personally appeared Marjorie Ellen Rump, Trustee of The John S. Rump Trust, personally known
to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same in her
authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

by Gregg K. Kampf, P.O.A.



WITNESS my hand and official seal.
My commission expires: 3-14-2003

Debbie A. Fisher

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 28th day of
September, 2000 by Kelly Arnold, City Manager, of the City of Grand Junction, a
Colorado municipality, Grantee.

WITNESS my hand and official seal.
My commission expires:



Theresa L. Shafer
Notary Public

My Commission expires:
March 10, 2001

Exhibit A

Tract 6

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), Section 26, Township 11 South, Range 101 West, of the Sixth Principal Meridian, whence the Northeast corner of said Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) bears South 89 degrees 55 minutes 36 seconds East, a distance of 1335.46 feet, for a basis of bearings, with all bearings contained herein and relative thereto; thence South 00 degrees 50 minutes 21 seconds East, along the West line of the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) a distance of 1329.57 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), Section 26; thence South 01 degrees 19 minutes 00 seconds East, along the West line of the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) a distance of 318.97 feet, to a point on the Northerly right of way line of South Broadway; thence South 73 degrees 19 minutes 07 seconds East, along said right of way line, a distance of 48.14 feet to the POINT OF BEGINNING; thence North 16 degrees 40 minutes 53 seconds East, a distance of 31.84 feet; thence South 73 degrees 19 minutes 07 seconds East, a distance of 44.75 feet; thence South 14 degrees 39 minutes 51 seconds West, a distance of 5.40 feet; thence South 60 degrees 38 minutes 19 seconds West, a distance of 36.73 feet, to a point on the Northerly right-of-way line of South Broadway; thence, along said Northerly right-of-way line of South Broadway, North 73 degrees 19 minutes 07 seconds West, a distance of 19.45 feet to the POINT OF BEGINNING.

Said parcel containing an area of 0.025 Acres, as described.