

BAU08RDC

TYPE OF RECORD:

PERMANENT

CATEGORY OF RECORD:

EASEMENT (AGREEMENT)

NAME OF PROPERTY
OWNER OR GRANTOR:

JAMES R. BAUGHMAN

PURPOSE:

RANCHMANS DITCH DIVERSION
CONSTRUCTION ACCESS AGREEMENT

ADDRESS:

2579 F ROAD

PARCEL #:

2945-101-00-156

CITY DEPARTMENT:

PUBLIC WORKS AND PLANNING

YEAR:

2008

EXPIRATION DATE:

NONE

DESTRUCTION DATE:

NONE

3 PAGE DOCUMENT

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into this ___th day of March 2008, by and between **James R. Baughman**, ("the Owner"), and the **City of Grand Junction, a Colorado home rule municipality**, ("the City").

RECITALS:

- A. The City will be installing buried stormwater and irrigation pipelines and stormwater drainage facilities on the northern portion of Owners property, in the location shown on the attached **Exhibit A**, as part of the City's Project generally described as the underground installation of a sixty-inch (60") pipe and appurtenances to accommodate new storm drainage facilities and the relocation of existing irrigation structures ("the Project Improvements").
- B. The parties have simultaneously with this Grant of Easement entered into a Construction Easement Agreement of even date, regarding the Owners property identified by the Mesa County Assessors Tax Schedule Number 2945-101-00-156, hereinafter referred to as "the Owner's Property" or "Property."
- C. Pursuant to the Construction Easement Agreement of even date, this Grant of Easement is made, and shall be forthwith recorded by the City.
- D. The Grand Valley Irrigation Company (GVIC) conveyed certain rights to Owner pursuant to the deed recorded in the Mesa County Clerk and Recorder's Office in Book 4611 at page 367, therein reserving unto GVIC certain rights as therein set forth. Said rights and reservations as they relate to the Owner's Property are herein termed the "GVIC Easement."

NOW, THEREFORE, for FORTY FOUR THOUSAND AND no/100 DOLLARS, and based on the recitals above and in consideration of the mutual promises and other valuable consideration as herein stated, the receipt and adequacy of which are hereby acknowledged and fully support the granting of this easement to the City, Owner grants, and the City accepts, the easement rights set forth herein.

1. Owner hereby irrevocably grants to the City in perpetuity the non-exclusive right to maintain, operate, repair and replace the Project Improvements that are located within the Easement limits as shown on **Exhibit A**, subject to the following additional terms, conditions and duties and obligations of the City:

- (a) This Grant is for the Project Improvements only;
- (b) The City shall exercise its rights hereunder in a reasonable manner;
- (c) The City shall, in accordance with Colorado law, exercise the City's rights granted hereunder in cooperation with and in such a manner as will not unreasonably interfere with the GVIC Easement;
- (d) Regarding the City's exercise of its rights hereunder, or those claims asserted by the City against the GVIC involving this Easement Agreement, the City shall indemnify and hold Owner harmless therefrom;
- (e) The City affirmatively acknowledges its duty to continuously maintain emergency access to/from Patterson Road for the Owner's Property, and all improvements thereon, at the City's sole expense;
- (f) The City affirmatively acknowledges its duty and hereby promises to restore the surface of the Easement (to a condition that is equal to or better than the pre-disturbed condition) in the event the surface of Owner's Property is disturbed as a result of any City exercise of its rights granted hereunder, at the sole cost and expense of the City.
- (g) During any period when the City, in the reasonable exercise of its rights granted hereunder, must remove any then existing fences, the City shall install as far north as reasonably possible temporary fencing of a type and quality sufficient to contain livestock then present on the Owner's Property.
- (h) After completion of the Project/Improvements the City, in the reasonable exercise of its rights granted hereunder, shall repair or replace any fence that it damages in the course of repairing, replacing or maintaining the Project within the Easement.

Owner acknowledges that Colorado law requires that GVIC and the City have the legal duty to co-exist relative to their respective easement rights that burden the Owners Property.

2. This Grant of Easement shall run with the title to the Owner's Property, and shall be binding on and inure to the benefit of the parties successors, assigns, heirs, devisees and personal representatives.

To the extent authorized by law, the City agrees to indemnify against and hold Owner harmless regarding all claims and expenses, including attorneys fees and costs, on account of any injury, loss or damage, which arise out of or are in any manner connected with the exercise by the City of its rights granted herein, except that such duty to indemnify and hold the Owner harmless shall not extend to claim or injury, loss or damage which is caused by the act, omission, or other fault of the Owner.

Dated the day and year first above written.

City of Grand Junction,
a Colorado home rule municipality


James R. Baughman

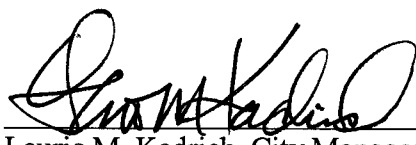
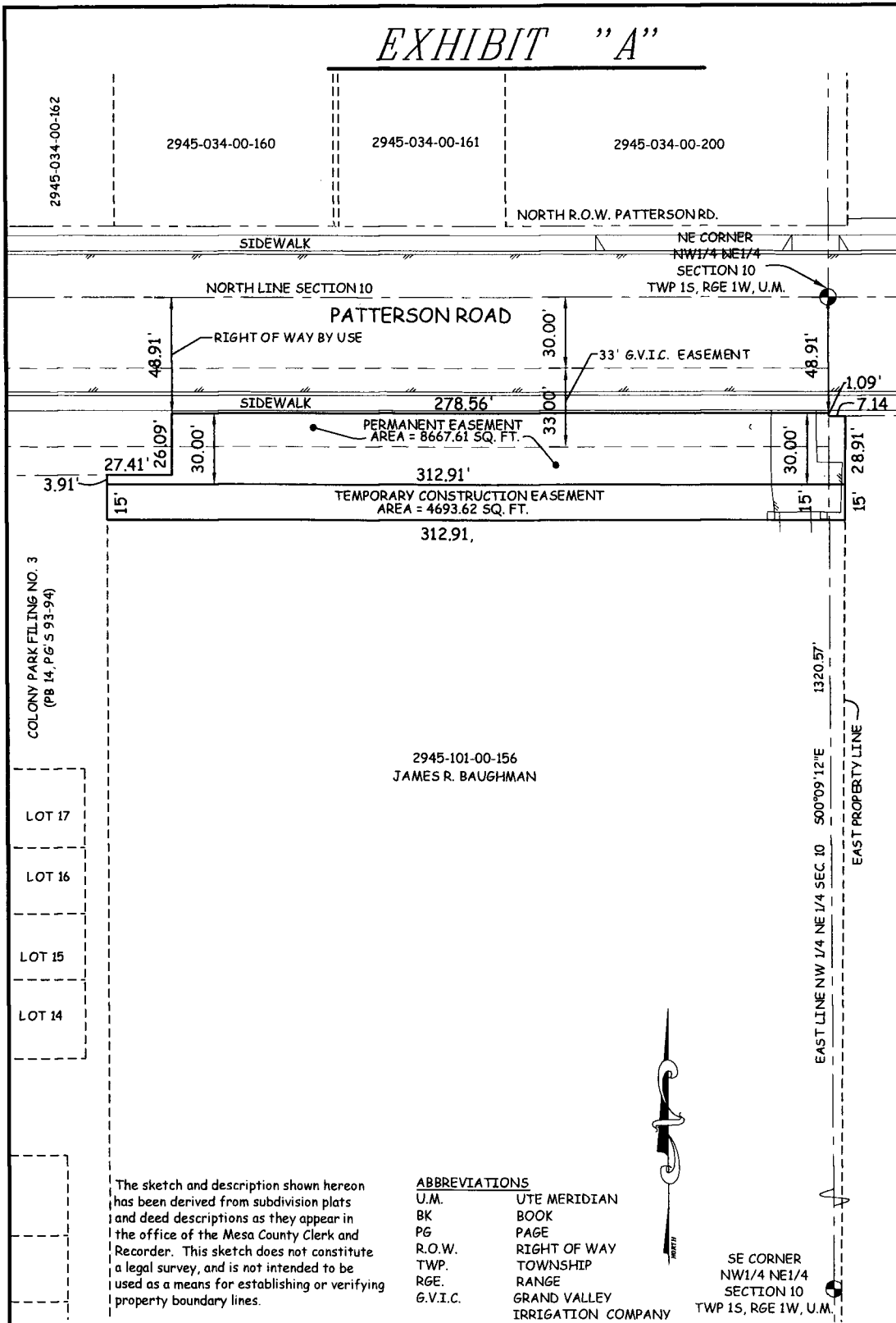

Laurie M. Kadrich, City Manager

EXHIBIT "A"



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

ABBREVIATIONS

U.M.	UTE MERIDIAN
BK	BOOK
PG	PAGE
R.O.W.	RIGHT OF WAY
TWP.	TOWNSHIP
RGE.	RANGE
G.V.I.C.	GRAND VALLEY IRRIGATION COMPANY

SE CORNER
NW 1/4 NE 1/4
SECTION 10
TWP 15, RGE 1W, U.M.

DRAWN BY: T.L.P.
DATE: 3-12-08
SCALE: 1" = 50'
APPR. BY: P.T.K.

RANCHMANS DITCH DIVERSION CONSTRUCTION ACCESS ACREEMENT

BAUGHMAN (2945-101-00-156) to
THE CITY OF GRAND JUNCTION

