

CHH03CHS

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF GRANTOR:	COLONIAL HEIGHTS HOMEOWNERS ASSOCIATION INC.
PURPOSE:	EASEMENT FOR THE IRRIGATION PUMP HOUSE COLORADO HEIGHTS FILING 1 SUBDIVISION
ADDRESS:	LOT 2, BLOCK 5 COLONIAL HEIGHTS SUBDIVISION FILING II
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2003
EXPIRATION:	NONE
DESTRUCTION:	NONE

EASEMENT DEED AND AGREEMENT

This EASEMENT DEED AND AGREEMENT ("Agreement") is made, effective as of 11-5- 2003, by and between **CITY OF GRAND JUNCTION**, 250 North 5th Street, Grand Junction, CO 81501 ("Grantor") and **COLONIAL HEIGHTS HOMEOWNERS ASSOCIATION, INC.**, a Colorado non-profit corporation, of Grand Junction, Colorado ("Grantee"). The Grantor and Grantee may be referred to collectively as the Parties.

The parties agree as follows:

2275052 BK 3990 PG 982-986
09/13/2005 04:47 PM
Janice Ward CLK/REC Mesa County, CO
RecFee \$25.00 SurChg \$1.00
DocFee EXEMPT

SECTION ONE CONVEYANCE OF EASEMENT

Grantor does hereby sell and convey for \$10.00 and other good and valuable consideration to Grantee an easement as more particularly described on Exhibit "A" attached hereto subject to all current and subsequent real property taxes and assessments, restrictions and reservations of record over and across the property of Grantor as described in Exhibit "A." The easement is and shall be perpetual and nonexclusive.

SECTION TWO DESCRIPTION OF EASEMENT

The easement over and across the property of Grantor is for the benefit of Grantee. The easement shall be for the use and benefit of Grantee, its members, employees, agents and contractors, or any of its successors in title. The easement is for the purpose of installation and maintenance of an irrigation water delivery system for Colorado Heights Subdivision.

SECTION THREE CONDITIONS

Grantor, its successors and assigns, shall not fence or otherwise obstruct the easement;

Grantee shall promptly repair any damage it shall do to Grantor's real property; the Grantee agrees to diligently prosecute any construction work within the easement;

Grantee, its successors and assigns, 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, including but not limited to claims, court costs and attorneys fees;

Grantor, its successors and assigns, shall not interfere with the use of the easement area granted to Grantee hereunder.

**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.

**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. In the event of any litigation hereunder the prevailing party shall be entitled to recover its attorney's fees in addition to all other damages and remedies at law.

**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"

CITY OF GRAND JUNCTION

By: [Signature]
Printed Name: Kelly Arnold
Title: City Manager

"GRANTEE"

COLONIAL HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Colorado non-profit corporation

By: [Signature]
Printed Name: John Davis
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 5th day of Nov., 2003, by Kelly Arnold, the City Manager of the City of Grand Junction.

WITNESS my hand and official seal.
My commission expires: 10/10/05
[Signature]
Notary Public

Recorder's Note: No Notary Seal
When Recorded

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 15th day of October, 2003, by John Davis, the President of Colonial Heights Homeowners Association, Inc., a Colorado non-profit corporation.

WITNESS my hand and official seal.
My commission expires: 6/16/07
[Signature]
Notary Public

Recorder's Note: No Notary Seal
When Recorded

EXHIBIT A

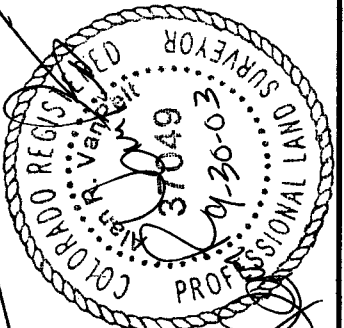
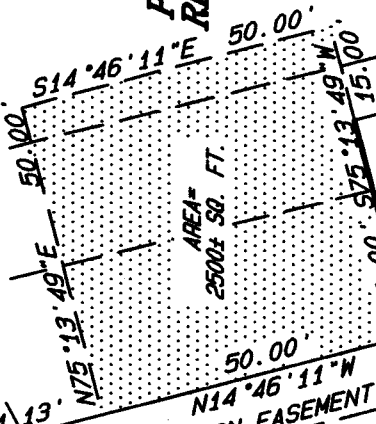
CENTER LINE GRAND VALLEY CANAL

UTILTY EASEMENT & 401
PAGES 400 & 401
BOOK 25533

75' 1/2 ROW EASEMENT
IRIGATION COMPANY
PAGES 147 & 148
BOOK 2401

TRACT C
COLONIAL HEIGHTS
SUBDIVISION
PLAT BOOK 19
PAGES 297 THRU 299
RECEPTION No. 2115517

20' DRAINAGE EASEMENT
BOOK 973 PAGES 899 & 890



85.90'

84.13'

34.13'

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LOT 2, BLOCK 5
COLONIAL HEIGHTS
SUBDIVISION FILING II

P.O.B.

SE COR
LOT 2

119.58'

84.81'

84.18'

85.90'

84.13'

34.13'

20'

50.00'

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14' MULTI-PURPOSE EASEMENT

SW COR
LOT 2

84.18'

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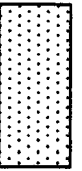
50.00'

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SCALE 1" = 30'

PUMP HOUSE
EASEMENT



D H SURVEYS INC.
118 OURAY AVE.
GRAND JUNCTION, CO.
(970) 245-8749


PUMP HOUSE EASEMENT DESCRIPTION

A tract of land for a pump house easement situated in Tract C, Colonial Heights Subdivision, Mesa County, Colorado, being more particularly described as follows:

Beginning at the SE corner of Lot 2, Block 5, Colonial Heights Subdivision Filing II, the basis of bearing being S75°13'49"W to the SW corner of said Lot 2;
thence N14°46'11"W a distance of 50.00 feet along the east line of said Lot 2;
thence N75°13'49"E a distance of 50.00 feet;
thence S14°46'11"E a distance of 50.00 feet;
thence S75°13'49"W a distance of 50.00 feet to the Point of Beginning:
Said tract contains 2500 sq. ft. more or less.

This description was prepared by:
Alan R. VanPelt PLS 37049
118 Ouray Avenue
Grand Junction, CO. 81501

Memo

To: Kelly E. Arnold, City Manager
From: Lisa E. Cox, AICP, Senior Planner 
CC: Bob Blanchard, Community Development Director
John Shaver, Assistant City Attorney
Date: 11/4/2003
Re: Easement Deed and Agreement for Colonial Heights Subdivision, Filing 1

Kelly,

Enclosed you will find an Easement Deed and Agreement which was drafted by Rich Livingston on behalf of the Home Owner's Association for Colonial Heights Filing 1. When the plat for Filing 1 was recorded, the developer (John Davis) apparently forgot to reserve an easement for the irrigation pump house. This Agreement seeks to remedy that.

John Shaver has reviewed the attached document and has advised that it is satisfactory and that you may sign.

Thank you. If you have any questions please let me know.

Lisa