

DBN9820R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: DIANE BARTZ NYDELL AND MAXINE
CLAIRE BARTZ

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 630 20 ROAD
INDEPENDENCE VALLEY SEWER TRUNK LINE EXTENSION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1850496 06/12/98 0325PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$15.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Diane Bartz Nydell and Maxine Claire Bartz, Grantors, for and in consideration of the sum of One Thousand One Hundred Seven and 10/100 Dollars (\$1,107.10), the receipt and sufficiency of which is hereby acknowledged, hereby sell, grant and convey to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of a sanitary sewer pipeline and related facilities, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southwest Corner of the Northwest 1/4 of the Southwest 1/4 (NW1/4 SW1/4) of Section 15, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, and considering the west line of the NW1/4 SW1/4 of said Section 15 to bear N 01°11'52" E with all bearings contained herein being relative thereto; thence N 01°11'52" E along the west line of the NW1/4 SW1/4 of said Section 15 a distance of 215.00 feet; thence leaving the west line of said NW1/4 SW1/4, S 89°30'08" E a distance of 339.17 feet to the True Point of Beginning; thence N 14°18'36" W a distance of 76.31 feet; thence N 46°38'30" E a distance of 98.45 feet to a point on the southerly right-of-way line for State Highway No. 340; thence along the southerly right-of-way line for State Highway No. 340, 20.01 feet along the arc of a curve to the left having a radius of 1,482.50 feet, a central angle of 00°46'24", and a long chord bearing S 44°56'50" E a distance of 20.01 feet; thence leaving said right-of-way line, S 46°38'30" W a distance of 87.85 feet; thence S 14°18'36" E a distance of 69.38 feet; thence N 89°30'08" W a distance of 20.13 feet to the Point of Beginning, containing 3,280.29 square feet as described herein and as depicted on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for 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 utility construction and repair machinery, subject to the terms and conditions contained herein.

1. Grantors shall have 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 interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantors hereby covenant with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any structures or any other item or fixture which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
2. Grantee agrees that the work and act of installing, maintaining, repairing and replacing said sanitary sewer pipeline and related facilities shall be performed with due care using commonly accepted standards and techniques.
3. Grantors hereby covenant with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant this Easement; that they 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 5th day of June, 1998.

Diane Bartz Nydell
Diane Bartz Nydell

Maxine Claire Bartz
Maxine Claire Bartz

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 5th day of June, 1998, by Diane Bartz Nydell and Maxine Claire Bartz.

My commission expires: May 11, 2002

Witness my hand and official seal.



Jim Woodmansee
Notary Public

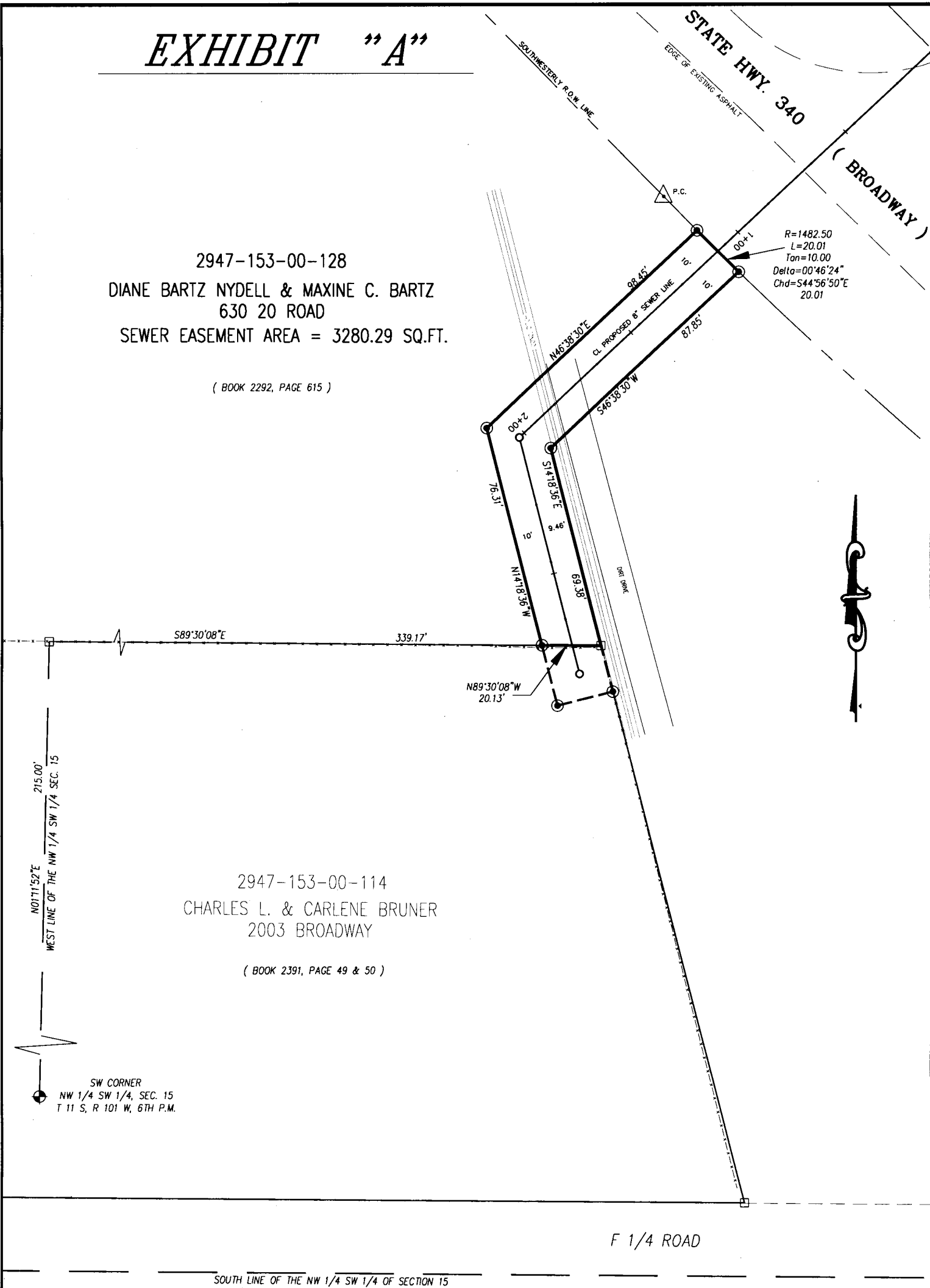
EXHIBIT "A"

2947-153-00-128
 DIANE BARTZ NYDELL & MAXINE C. BARTZ
 630 20 ROAD
 SEWER EASEMENT AREA = 3280.29 SQ.FT.

(BOOK 2292, PAGE 615)

2947-153-00-114
 CHARLES L. & CARLENE BRUNER
 2003 BROADWAY

(BOOK 2391, PAGE 49 & 50)



SW CORNER
 NW 1/4 SW 1/4, SEC. 15
 T 11 S, R 101 W, 6TH P.M.

F 1/4 ROAD

SOUTH LINE OF THE NW 1/4 SW 1/4 OF SECTION 15

DRAWN BY: SRP
 DATE: 04-22-98
 SCALE: 1" = 40'
 APPR. BY: IW
 FILE NO: INDVAL1.DWG

EASEMENT DESCRIPTION MAP
 INDEPENDENCE VALLEY SEWER LINE EXTENSION

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION

POWER OF ATTORNEY

BE IT KNOWN, that I, Maxine Claire Bartz, hereby appoint Diane Bartz Nydell, of the County of Mesa, State of Colorado, my true and lawful attorney-in-fact, with full power of substitution, hereby granting her full power and authority for me and in my stead to do the following:

To negotiate, enter into purchase and sale agreements and amendments thereto, and to sign all documents, grants and conveyances, and to grant, bargain, sell and convey a perpetual sanitary sewer easement to the City of Grand Junction, its successors and assigns, on, along, over, under, through and across the following described real property lying, being and situate in the County of Mesa, State of Colorado, to wit:

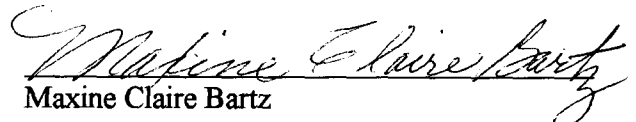
The NW1/4 of the SW1/4 of Section 15, Township 11 South, Range 101 West of the 6th Principal Meridian lying South and West of State Highway 340, EXCEPT Beginning at the Southwest corner of said NW1/4 SW1/4, thence North 02°11' East 215.0 feet; thence South 88°31' East 359.3 feet; thence South 13°23' East 222.4 feet; thence North 88°31' West 418.9 feet to the point of beginning, AND EXCEPTING THEREFROM the South 25 feet thereof as conveyed to County of Mesa by instrument recorded June 1, 1973, in Book 997 at Page 328 in the office of the Mesa County Clerk and Recorder, also known by Mesa County Tax Schedule Number: 2947-153-00-128,

all upon such terms as she shall deem necessary or appropriate to complete the sale of said perpetual easement in accordance therewith, to execute and deliver deeds therefor and to accept the purchase price and purchase proceeds thereof, and deliver any and all instruments and to do and perform any and all acts which in her judgment are necessary, convenient, or expedient in the execution of the powers hereby granted, as fully as I might do if personally present.

This Power of Attorney is coupled with an interest and shall not be affected by my disability or incapacity, but shall remain in full force and effect until such time that the duties authorized under this Power of Attorney have been fully completed and satisfied, at which time this Power of Attorney shall automatically terminate.

This Power of Attorney shall be construed, administered and governed in accordance with the laws of the State of Colorado without regard to principles or conflicts of laws.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of June, 1998.


Maxine Claire Bartz

MEMORANDUM OF AGREEMENT

**SANITARY SEWER EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT FOR THE
INDEPENDENCE VALLEY SANITARY SEWER EXTENSION PROJECT**

This Agreement is made and entered into this 5TH day of June, 1998, by and between Maxine Claire Bartz and Diane Bartz Nydell, hereinafter referred to as "the Owners", and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City".

RECITALS:

A. The City will be extending sanitary sewer facilities which exist within Independence Valley Subdivision to serve additional lands within the vicinity of State Highway 340 and 20 Road in the County of Mesa, State of Colorado, (hereinafter "the Project").

B. The Owners own certain real property located at 630 20 Road in the County of Mesa, State of Colorado, hereinafter referred to as "the Owner's Property".

C. To accommodate the installation, operation, maintenance and repair of one (1) 8-inch diameter underground sanitary sewer pipeline together with appurtenances and facilities related thereto, the City needs to acquire from the Owners a Perpetual Sanitary Sewer Easement containing 3,280.29 square feet as defined and depicted on Exhibit "A" attached hereto and incorporated herein by reference.

D. To accommodate temporary access for workers and equipment during initial installation of the Project, the City needs to acquire from the Owners a temporary construction easement containing 5,194.97 square feet as defined and depicted on Exhibit "B" attached hereto and incorporated herein by reference.

E. The City is offering to pay to the Owners the following sum of money as just compensation for the parcels stated above:

Perpetual Sanitary Sewer Easement:	3,280.29 sq.ft. @ \$0.45/sq.ft. x 75%	=	\$ 1,107.10
Temporary Construction Easement:	Lump Sum	=	\$ 100.00
	Plus Damages	=	\$ -0-
	Less Special Benefits	=	<u>\$not measured</u>
	Total Offer of Just Compensation	=	\$ 1,207.10

NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. The Owners hereby accept the City's offer for just compensation, and the City hereby agrees to pay to the Owners said amount for just compensation, subject to the promises, terms, covenants and conditions of this Agreement.

2. The just compensation hereinabove agreed upon shall be paid by the City to the Owners upon the execution and delivery by the Owners to the City of: (a) a good and sufficient Grant of Easement for a Perpetual Sanitary Sewer Easement; (b) a Temporary Construction Easement Agreement for the required Temporary Construction Easement; and (c) a completed Federal Form W-9.

3. The just compensation as agreed upon between the Owners and the City shall fully compensate the Owners for their interests, either present or future, and the interests of all lienors and lessees of the Owners and any and all interests, legal or equitable, which are or may be outstanding.

4. The City agrees that all closing costs related and/or incidental to the conveyance of the above stated parcels by the Owners to the City shall be paid by the City.

5. During initial installation of the Project, the City agrees to install one (1) stub-out connection to the 8-inch sanitary sewer line to provide future sanitary sewer service for the Owner's existing single-family residence, and to install two (2) stub-out connections to provide sanitary sewer service for two (2) additional single-family residences which the Owner's contemplate building upon the Owner's Property; provided, however, that the Owner's understand and agree that the Owners and the Owners heirs, successors and assigns, shall be responsible for all costs, including, but not limited to, costs for labor,


materials, tap fees and plant investment fees, which are or may be required to connect individual sanitary sewer service lines to said stub-outs. Said stub-outs shall be at locations as mutually agreed upon between the Owners and the City's Project Engineer.

- ⑥ The Project will be installed through a grove of existing Russian Olive trees. The City agrees that, prior to construction, the City's contractor shall coordinate with the Owner the selective removal of Russian Olive trees.
- ⑦ The City agrees to restore and repair the condition of the Owner's property disturbed by the City's construction activities to a condition reasonably approximate to that which exists immediately prior to the commencement of construction, excepting therefor the removal of Russian Olive trees as agreed upon between the Owners and the City's contractor.
8. The signing of this Agreement by the parties hereto hereby grants possession of the stated parcels to the City and shall serve as an irrevocable license to use said parcels for the purposes aforescribed until the Owners execute and deliver to the City the appropriate documents as stated in paragraph 2 above.
9. This Memorandum of Agreement embodies all agreements between the parties hereto and no other promises, terms, conditions or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.
10. This Memorandum of Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns.
11. This is a legal instrument. The City recommends the Owners seek the advise of their own legal and tax counsel before signing this Memorandum of Agreement.

Dated the day and year first above written.

Owners:

For the City of Grand Junction:


Maxine Claire Bartz, by Diane Bartz Nydell,
attorney-in-fact


Tim Woodmansee, Property Agent

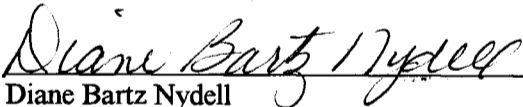

Diane Bartz Nydell

EXHIBIT "A"

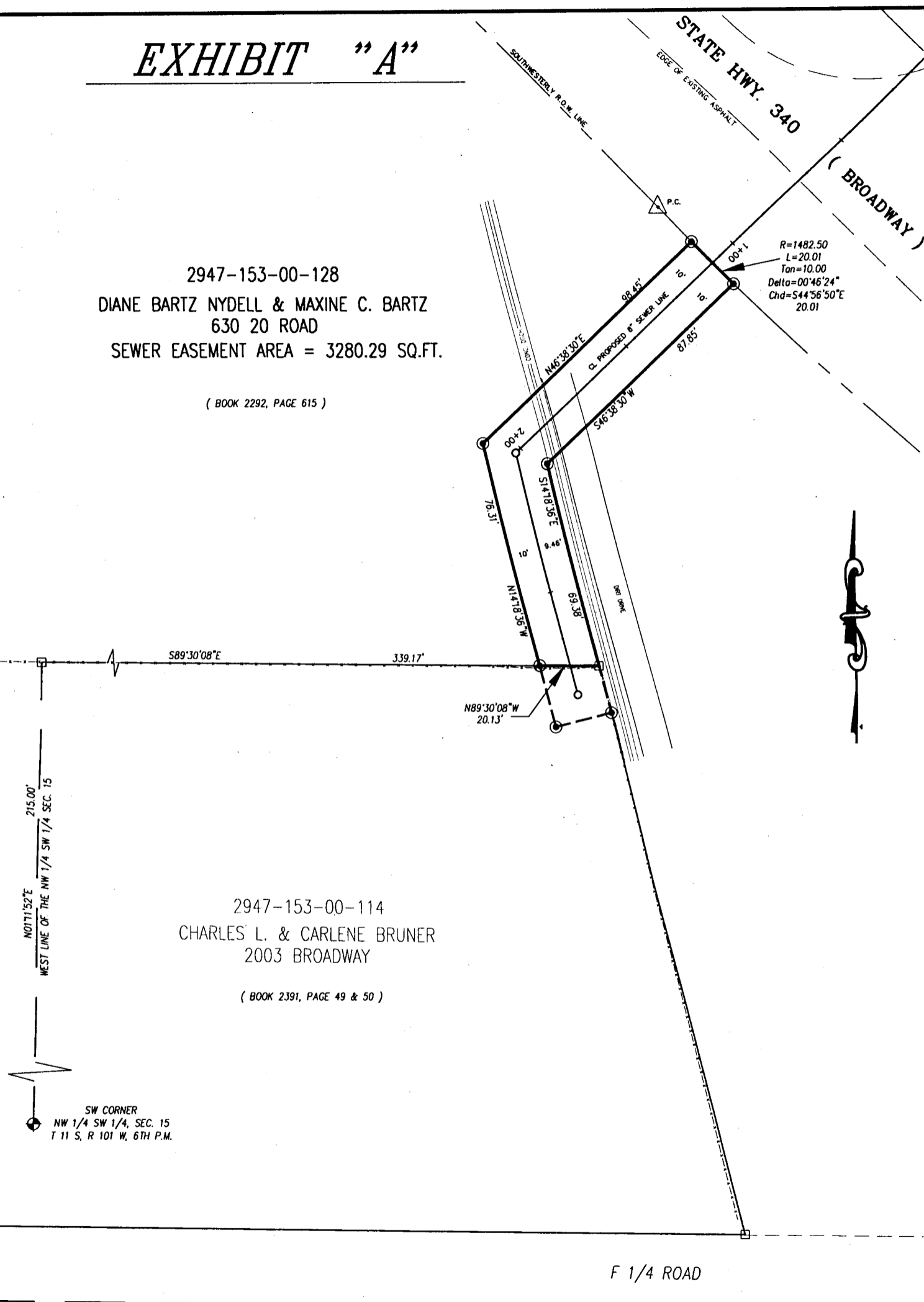
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