

DNR02201

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: SANITARY SEWER PIPELINES AND ASSOCIATED
SEWER LINE FACILITIES FOR CONNECTED LAKES, COLORADO RIVER
STATE PARK - EASEMENT FOR STATE LANDS

NAME OF PROPERTY OWNER OR GRANTOR: DEPARTMENT OF NATURAL
RESOURCES FOR THE USE AND BENEFIT OF THE DIVISION OF PARKS
AND OUTDOOR RECREATION AND BOARD OF PARKS AND OUTDOOR
RECREATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK):
CONNECTED LAKES, COLORADO RIVER STATE PARK

PARCEL NO.: 2945-084-00-922

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2002

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

EASEMENT AGREEMENT

2088172 11/20/02 0255PM
MONIKA TODD CLK® MESA COUNTY Co
REC FEE \$55.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

THIS EASEMENT AGREEMENT (the "Agreement") is made this 20th day of November, 2002, by and between the State of Colorado acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Outdoor Recreation and Board of Parks and Outdoor Recreation, whose address is 1313 Sherman Street - Room 618, Denver, CO 80203 (the "State"), and the City of Grand Junction, a Colorado home rule municipality, for the use and benefit of the Persigo 201 Sanitary Sewer System, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, (the "City").

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the State is the fee owner of certain lands in Mesa County, being the area referred to as Connected Lakes, making up part of what is commonly known as Colorado River State Park; and

WHEREAS, CITY owns, operates and manages the Persigo 201 Sanitary Sewer System jointly with the County of Mesa and desires to obtain an easement for the purpose of constructing, operating, maintaining and repairing underground sanitary sewer pipelines and associated wastewater lift station across the Connected Lakes property at Colorado River State Park; and

WHEREAS, construction and operation of the sewer lines along the route proposed by CITY is not foreseen to cause undue harm to the natural characteristics of the park, nor to significantly interfere with the recreational and wildlife viewing activities occurring at Connected Lakes, Colorado River State Park; and

WHEREAS, the State is not adverse to granting a sewer pipeline easement to CITY across Connected Lakes, Colorado River State Park; and

WHEREAS, the State has the authority under 33-10-107 and 24-82-201, C.R.S., to grant easements across state lands.

NOW THEREFORE, it is hereby agreed as follows:

1. EASEMENT PROPERTY, TERM. The State hereby grants to CITY a perpetual non-exclusive easement and right-of-way (the "Easement") for underground sewer pipelines and an associated wastewater lift station and sewer line attachments to the pedestrian bridge (collectively, the "Sewer Line Facilities"), on, along, over, under through and across the lands of the State in Section 8, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, as described in Exhibit A and shown on the Exhibit B, both attached hereto and incorporated herein.

2. CONSIDERATION. As consideration for this Easement, the CITY shall: 1) remove and dispose of the existing asphalt trail, 2) construct a ten (10) foot wide, 6 inch thick, replacement concrete trail, 3) prepare, seed and mulch of all areas disturbed by construction activities, 4) provide irrigation improvements (all the foregoing, collectively "City's Consideration Obligations"). The City shall provide the State notice of its intent to accept its contractor's performance of the City's Consideration Obligations. The State shall have final approval over the plans, installation and satisfactory completion of the City's Consideration Obligations; provided, however, in the event the State has not objected to the completion of the City's Consideration Obligation within ten (10) days of the mailing of said notice, the

City's Consideration Obligations shall be considered final and may be finally accepted by the City. The cost of this consideration is estimated at \$119,971. The City shall also provide the State as-built drawings of the constructed improvements within 60 days of construction completion. The State agrees that full and complete performance by the City of the foregoing described work is fair, adequate, complete and just consideration for the Easement.

3. EASEMENT PURPOSES. The Easement shall be solely for the purposes of constructing, installing, operating, repairing and maintaining underground sanitary sewer pipelines and associated Sewer Line Facilities and for no other purposes. The Easement rights herein granted do not include the right to expand utilization of the Easement for any purposes unrelated to sanitary sewer facilities. Said pipelines shall consist of two (2) gravity feed sewer pipelines feeding a lift station, and one (1) pressure main sewer pipeline out of the lift station, said pipelines to be buried in the same trench constructed on this Easement. CITY shall have the right of access to said pipelines, together with the right of ingress and egress, at all reasonable times, necessary for the purposes of this Easement, provided, however, that CITY shall follow established roads and trails whenever feasible and seek to minimize damage and disturbance of lands adjacent to the Easement. Except for emergency situations where immediate action is necessary to protect public health, safety and welfare, subsequent to completion of initial construction and installation of the pipeline, CITY shall not clear or remove trees, undergrowth, brush, structures or other items, or otherwise disturb the natural environment, or store construction equipment, materials, supplies, fill material or other items on the surface of the Easement without the express written consent of the State, which consent shall not be unreasonably withheld. CITY shall report any actions undertaken in emergency situations to the State within twenty-four (24) hours of having initiated such emergency actions.

4. PIPELINE ROUTE/SURVEY. CITY has provided to the State a legal description and survey (Exhibits A and B) of the Easement by a licensed land surveyor. The survey identifies all survey points in the field with standard permanent survey pins and any location pins found or other monumentation located in the conduct of the survey are noted on the survey. Said survey shall constitute the legal description of the Easement when approved in writing by the State, such approval shall not be unreasonably delayed.

5. SURFACE RESTORATION/REVEGETATION. CITY shall restore the surface of the Easement to a condition satisfactory to the State after construction of the Sewer Line Facilities are complete. Restoration of the surface of the land may include but is not be limited to clearing the area of trash, litter and debris; grading and sloping the surface to its prior condition; and reseeding and planting native (or other appropriate) vegetation. Any plantings or seedings which have not been shown to be reestablished after one full year of growth will be replaced or reseeded for a second year as necessary by CITY, at CITY's expense. Restoration and revegetation of the Easement shall be subject to the approval of the State, said approval shall not be unreasonably withheld.

Additionally, CITY shall immediately replace or repair any State Park installations or facilities (including but not limited to signs, fencing, underground water pipelines and other utility lines, and concrete paving) existing prior to the granting of this Easement which have been removed, destroyed or damaged as a result of CITY's construction, operation or maintenance of the Sewer Line Facilities. The State shall designate, to the extent possible, the field location of existing underground facilities within the proposed route of the Easement.

6. TEMPORARY CONSTRUCTION EASEMENT. CITY shall have the right, during initial construction and installation only, to temporarily use additional property (the "Temporary Easement") as depicted in Exhibit C. No storage of construction equipment, materials, supplies or fill material shall be

allowed except on the Temporary Easement. The Temporary Easement is for construction purposes only and shall expire and terminate upon completion of the initial construction and installation of the pipeline. CITY shall restore and revegetate the Temporary Easement pursuant to Paragraph 5 above.

7. CONSTRUCTION COORDINATION. It is understood and agreed that any operations conducted by CITY, including but not limited to initial construction and installation of the pipeline, during the term of this Agreement shall not prohibit the State or public access to the Connected Lakes site, Colorado River State Park. CITY shall take all reasonable action to minimize disturbance of use at the Connected Lakes site by the general public and park personnel. Notice shall be provided to the Colorado River Park Manager no less than three (3) days prior to anticipated temporary construction delays preventing park users or personnel from using park roads, trails or other park facilities at the Connected Lakes site. CITY shall notify the State and provide the names, addresses and telephone numbers of (at a minimum): 1) the construction project manager, 2) all contractors and their supervising on-site representative, and 3) the CITY Public Works and Utilities Administration manager, or their equivalents, prior to the commencement of any operations on the park lands for the purposes of coordinating its activities on the park lands.

8. CORRECTIVE ACTION. CITY shall be responsible for taking all corrective actions necessary, at CITY's sole expense, to restore, clean up, remove contaminated material, revegetate and all other action necessary to restore the condition of the Easement and surrounding property in the event of any leaks, breach of, or any other environmental damage resulting from the Sewer Line Facilities. Such corrective action shall be performed immediately and final approval of the corrective action and subsequent restoration shall be subject to the written approval of the State, subject to the provisions of Paragraph 5 above.

9. EASEMENT NON-EXCLUSIVE. The Easement granted is non-exclusive and CITY consents to share a portion of the Easement property with any other party designated by the State provided the use by such party shall in no way interfere with the Easement granted herein. The State shall have the right to use and enjoy the Easement property; provided, however, the State shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by CITY of any of the rights herein granted.

10. BINDING AGREEMENT. This agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

11. INDEMNIFICATION. CITY shall indemnify, save and hold harmless the State against any and all loss, costs, expenses, claims, damages, liability and court awards, whether to person or property, (including any enforcement of any environmental cure to said Easement property by any agency requiring abatement, containment, removal or restoration) including costs, expenses and reasonable attorneys fees incurred as a result of any act or omission by CITY, or its employees, agents or subcontractors arising by reason of CITY's use of this Easement.

12. DEFAULT. If CITY defaults on any of its responsibilities or covenants hereunder, the State shall provide written notification to the CITY of any such default. CITY shall have thirty (30) days after receipt of written notice to cure the default or initiate steps acceptable to the State to correct the default. If the default is not cured within that time or steps to correct the default initiated, the State may at any time thereafter initiate an action to compel the City to perform in accordance with this agreement. CITY and the State expressly agree that no assent, express or implied by the State to any breach of any of CITY's covenants shall be deemed to be a waiver of any succeeding breach of the same or different covenant.

13. TERMINATION FOR NON-USE. If CITY does not, for a period of 366 consecutive days, make use of the Easement for the agreed purpose, the State may, at its sole discretion, immediately declare the Easement abandoned and shall so notify CITY by U.S. mail. In the event of such abandonment, any unused portion of the consideration shall be forfeited.

14. RESTORATION IF EASEMENT IS TERMINATED. In the event of termination, and upon written request of the State, CITY, at its expense, shall remove or retire in place all appurtenances from the Easement and restore the Easement pursuant to Paragraph 5 above.

15. STATE LIABILITY EXPOSURE. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the State under the Colorado Governmental Immunity Act 24-10-101, et seq. C.R.S., as amended or as may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of 24-10-101, et seq. C.R.S., as amended or as may be amended, and 24-30-1501, et seq., C.R.S., as amended or as may be amended. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the State to the above cited laws.

16. NOTICE. Any notice required or permitted herein shall be in writing and delivered personally or by U.S. mail to the address or addresses and persons set forth below:

Colorado River State Park 595 Hwy. 340 Fruita, CO 81521 Attn: Park Manager	With a copy to:	Colorado State Parks West Region Office 361 - 32 Road Clifton, CO 81520 Attn: West Region Manager
City of Grand Junction Public Works and Utilities Administration 250 North 5 th Street Grand Junction, Colorado 81501 Attn: Utilities Engineer		

17. PARAGRAPH HEADINGS. The captions and headings set forth herein are for the convenience of reference only, and shall not be construed so as to define or limit the terms or provisions hereof.

18. FURTHER ACTIONS. Any term, covenant, condition or provision of this Agreement which is not performed at the time of executing this Agreement, or which comes into effect thereafter, shall survive the execution of the Agreement and shall not be deemed to have merged in the granting of the Easement. Each party agrees to execute such additional documents as may be reasonable and necessary to carry out the intent, purposes and provisions of this Agreement.

19. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision of this Agreement whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate

this or any other provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the Agreement is capable of execution.

20. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), C.R.S. 1986 Replacement Vol., and that no violation of such provision is present. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first above written.

STATE: State of Colorado
Bill Owens, Governor


By Kurt D. Mill
Colorado Division of Parks and Outdoor Recreation
Title West Region Manager

STATE OF COLORADO)
)ss
COUNTY OF GLADSTONE)

The foregoing Agreement was acknowledged before me this 20th day of November, 2002 by Kurt D. Mill.

Witness my hand and official seal.

My commission expires: 11-1-03

[Signature]
Notary Public


CITY OF GRAND JUNCTION

By [Signature]
Title PUBLIC WORKS DIRECTOR

STATE OF COLORADO)
)ss
COUNTY OF)

The foregoing Agreement was acknowledged before me this 20TH day of NOVEMBER, 2002 by MARK J. RELPH.

Witness my hand and official seal.

My commission expires: 5/11/2006

[Signature]
Notary Public

Description of a Nonexclusive Sanitary Sewer Easement

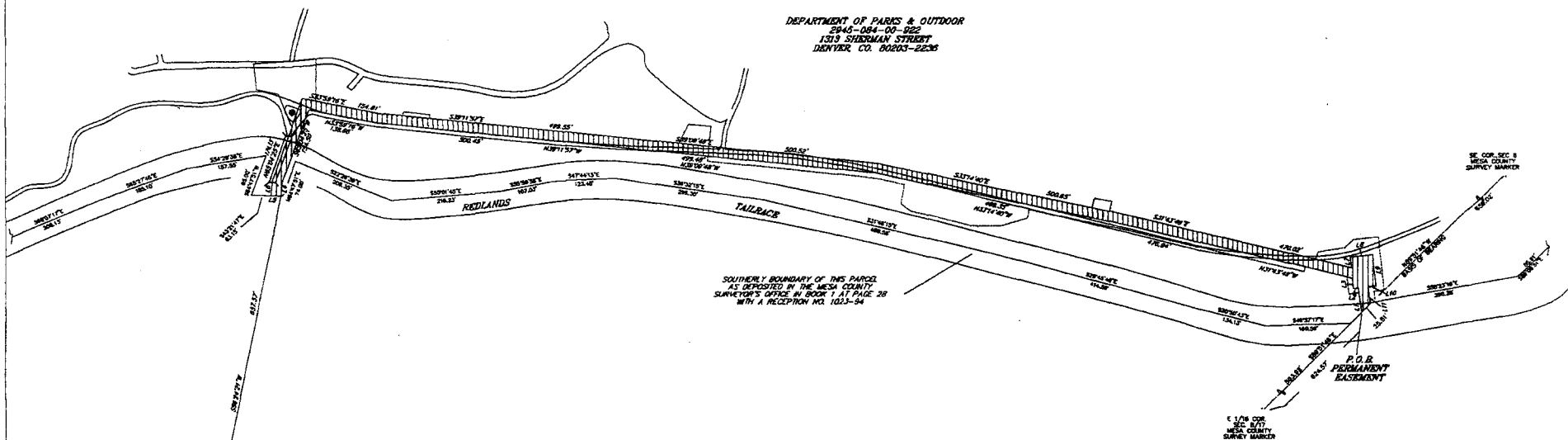
Commencing at the found Mesa County survey marker for the East 1/16th corner of Section 8, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, with the basis of bearing being S89°51'46" E to the southeast corner of said Section 8, also being a found Mesa County survey marker;
Thence S 89°51'46" E a distance of 624.57 feet to the Point of Beginning, being on the southerly boundary line of that parcel of land deeded to the State of Colorado, Department of Natural Resources for the use and benefit of the Department of Parks and Outdoor Recreation and the Board of Parks and Outdoor Recreation, by Quit Claim deed recorded in Book 2069 at Pages 340 through 342 in the office of the Mesa County Clerk and Recorder;
Thence N 38°30'42" E a distance of 49.73 feet;
Thence N 51°29'18" W a distance of 10.00 feet;
Thence N 38°30'42" E a distance of 21.23 feet;
Thence N 31°43'49" W a distance of 476.94 feet;
Thence N 33°14'40" W a distance of 499.35 feet;
Thence N 39°09'48" W a distance of 499.48 feet;
Thence N 39°11'57" W a distance of 500.45 feet;
Thence N 33°59'16" W a distance of 138.66 feet;
Thence S 65°04'25" W a distance of 154.50 feet;
Thence S 50°21'41" W a distance of 28.07 feet to said southerly boundary line from whence the found Mesa County survey marker for the C-S 1/16th corner of said Section 8 bears S 56°24'21" W a distance of 657.57 feet;
Thence N 43°21'47" W a distance of 20.04 feet along said southerly boundary line;
Thence N 50°21'41" E a distance of 31.95 feet;
Thence N 65°04'25" E a distance of 174.15 feet;
Thence S 33°59'16" E a distance of 154.81 feet;
Thence S 39°11'57" E a distance of 499.55 feet;
Thence S 39°09'48" E a distance of 500.52 feet;
Thence S 33°14'40" E a distance of 500.65 feet;
Thence S 31°43'49" E a distance of 470.02 feet;
Thence N 38°30'42" E a distance of 21.53 feet;
Thence S 51°29'18" E a distance of 45.00 feet;
Thence S 38°30'42" W a distance of 64.00 feet;
Thence N 51°29'18" W a distance of 15.00 feet;
Thence S 38°30'42" W a distance of 33.89 feet to said southerly boundary line;
Thence N 89°51'46" W a distance of 25.51 feet to the Point of Beginning.

The above described Easement contains 1.15 acres, more or less.

EXHIBIT "B" SANITARY SEWER PERMANENT EASEMENT

BOOK 3208 PAGE 880

DEPARTMENT OF PARKS & OUTDOOR
2445 - 084 - 00 - 522
1315 SHERMAN STREET
DENVER, CO. 80203-2235



SANITARY SEWER EASEMENT DESCRIPTION

A tract of land situated in the S 1/2 of Section 8, Township 1 South, Range 1 West of the 10th Meridian, Mesa County, Colorado, being more particularly described as follows:

Commencing at the found Mesa County survey marker for the E 1/16 of said Section 8, the back-sight bearing being S89°31'46"E to the southwest corner of said Section 8, also being a found Mesa County survey marker;

thence S89°31'46"E a distance of 624.57 feet to the point of beginning, being on the southerly boundary line of that parcel of land awarded to the Department of Parks & Outdoor;

thence N50°21'41"E a distance of 49.21 feet;

thence N51°29'18"W a distance of 10.00 feet;

thence N48°30'42"E a distance of 21.21 feet;

thence N31°41'49"W a distance of 476.54 feet;

thence N31°14'40"W a distance of 499.25 feet;

thence N31°09'58"W a distance of 498.48 feet;

thence N39°11'37"W a distance of 300.43 feet;

thence N15°09'16"W a distance of 138.66 feet;

thence S53°04'25"W a distance of 124.50 feet;

thence S50°21'41"W a distance of 28.07 feet to said southerly boundary line, the found Mesa County survey marker for the C-5 1/16 corner of said Section 8 bears S26°24'21"W a distance of 657.57 feet;

thence N43°23'47"W a distance of 20.04 feet along said southerly boundary line;

thence N50°21'41"E a distance of 31.85 feet;

thence N65°04'25"E a distance of 114.15 feet;

thence S33°33'18"E a distance of 154.81 feet;

thence S33°11'37"E a distance of 498.53 feet;

thence S28°16'48"E a distance of 500.52 feet;

thence S11°14'40"E a distance of 300.63 feet;

thence S11°14'19"E a distance of 431.02 feet;

thence N58°30'42"E a distance of 21.53 feet;

thence S51°29'18"E a distance of 45.00 feet;

thence S38°30'42"W a distance of 64.00 feet;

thence N51°29'18"W a distance of 15.00 feet;

thence S32°30'42"W a distance of 33.80 feet to said southerly boundary line;

thence N89°31'46"W a distance of 25.51 feet to the point of beginning.

Said tract contains 1.15 acres more or less.

LINE	BEARING	DISTANCE
1/1	N50°21'41"E	49.21
1/2	N51°29'18"W	10.00
1/3	N48°30'42"E	21.21
1/4	N31°41'49"W	476.54
1/5	N31°14'40"W	499.25
1/6	N31°09'58"W	498.48
1/7	N39°11'37"W	300.43
1/8	N15°09'16"W	138.66
1/9	S53°04'25"W	124.50
1/10	S50°21'41"W	28.07
1/11	S26°24'21"W	657.57

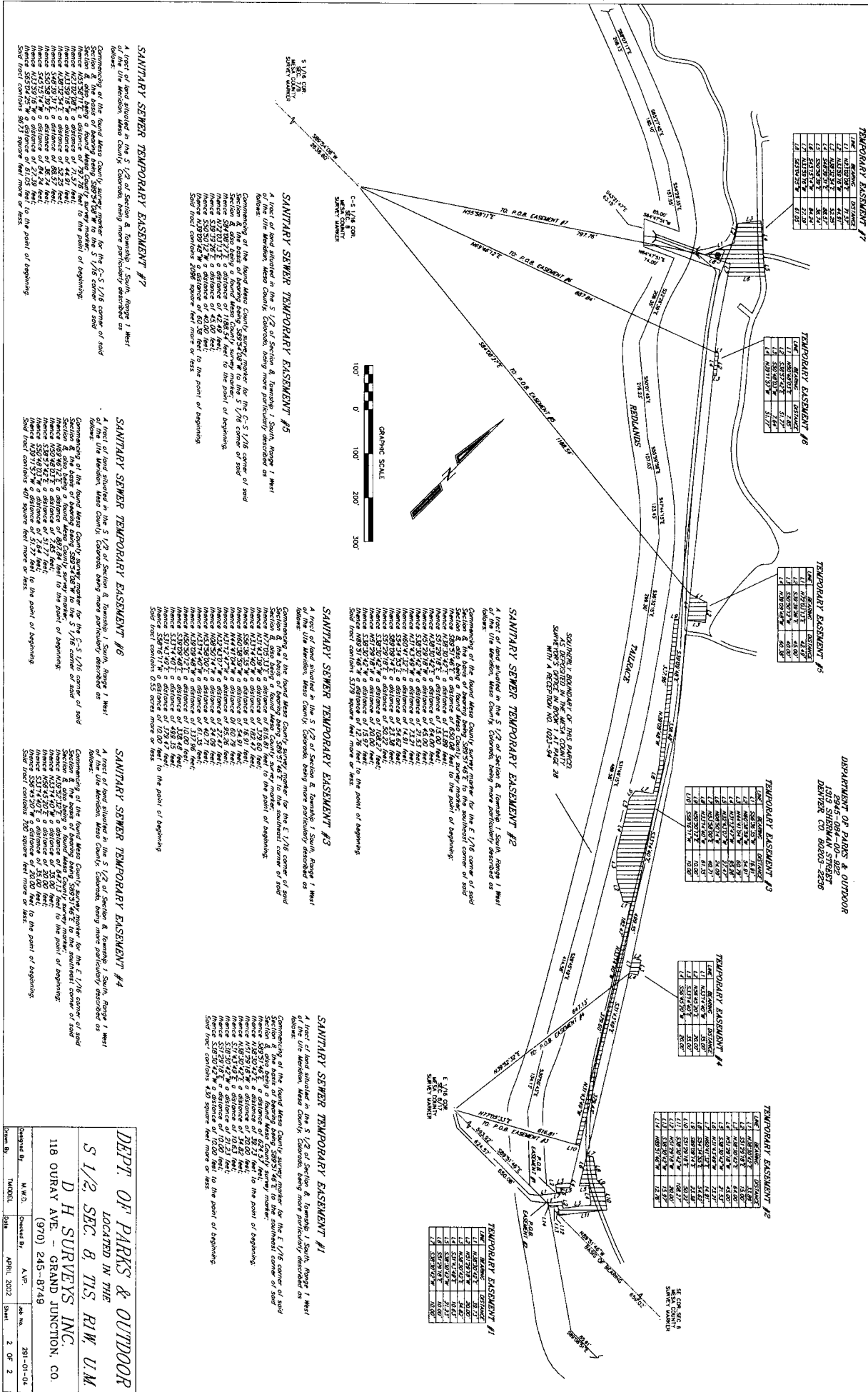


DEPT. OF PARKS & OUTDOOR
LOCATED IN THE
S 1/2, SEC. 8, T1S, R1W, U.M.
D H SURVEYS INC.
118 OURAY AVE. - GRAND JUNCTION, CO.
(970) 245-8749

Designed By: M.W.D. Checked By: A.V.P. Job No.: 291-01-04
Drawn By: TMOEL Date: APRIL 2002 Sheet: 1 OF 2

EXHIBIT "C" SANITARY SEWER TEMPORARY EASEMENTS

DEPARTMENT OF PARKS & OUTDOOR
2845 - 04 - 00 - 825
1700 SHERWOOD AVENUE
DALLAS, TX 75209-3286



TEMPORARY EASEMENT #7

LINE	BEARING	DISTANCE
1/1	N 89° 51' 20" W	42.75'
1/2	N 89° 51' 20" W	42.75'
1/3	N 89° 51' 20" W	42.75'
1/4	N 89° 51' 20" W	42.75'
1/5	N 89° 51' 20" W	42.75'
1/6	N 89° 51' 20" W	42.75'
1/7	N 89° 51' 20" W	42.75'
1/8	N 89° 51' 20" W	42.75'
1/9	N 89° 51' 20" W	42.75'
1/10	N 89° 51' 20" W	42.75'

TEMPORARY EASEMENT #6

LINE	BEARING	DISTANCE
1/1	N 89° 51' 20" W	42.75'
1/2	N 89° 51' 20" W	42.75'
1/3	N 89° 51' 20" W	42.75'
1/4	N 89° 51' 20" W	42.75'
1/5	N 89° 51' 20" W	42.75'
1/6	N 89° 51' 20" W	42.75'
1/7	N 89° 51' 20" W	42.75'
1/8	N 89° 51' 20" W	42.75'
1/9	N 89° 51' 20" W	42.75'
1/10	N 89° 51' 20" W	42.75'

TEMPORARY EASEMENT #5

LINE	BEARING	DISTANCE
1/1	N 89° 51' 20" W	42.75'
1/2	N 89° 51' 20" W	42.75'
1/3	N 89° 51' 20" W	42.75'
1/4	N 89° 51' 20" W	42.75'
1/5	N 89° 51' 20" W	42.75'
1/6	N 89° 51' 20" W	42.75'
1/7	N 89° 51' 20" W	42.75'
1/8	N 89° 51' 20" W	42.75'
1/9	N 89° 51' 20" W	42.75'
1/10	N 89° 51' 20" W	42.75'

TEMPORARY EASEMENT #3

LINE	BEARING	DISTANCE
1/1	N 89° 51' 20" W	42.75'
1/2	N 89° 51' 20" W	42.75'
1/3	N 89° 51' 20" W	42.75'
1/4	N 89° 51' 20" W	42.75'
1/5	N 89° 51' 20" W	42.75'
1/6	N 89° 51' 20" W	42.75'
1/7	N 89° 51' 20" W	42.75'
1/8	N 89° 51' 20" W	42.75'
1/9	N 89° 51' 20" W	42.75'
1/10	N 89° 51' 20" W	42.75'

TEMPORARY EASEMENT #4

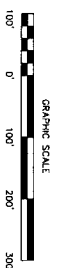
LINE	BEARING	DISTANCE
1/1	N 89° 51' 20" W	42.75'
1/2	N 89° 51' 20" W	42.75'
1/3	N 89° 51' 20" W	42.75'
1/4	N 89° 51' 20" W	42.75'
1/5	N 89° 51' 20" W	42.75'
1/6	N 89° 51' 20" W	42.75'
1/7	N 89° 51' 20" W	42.75'
1/8	N 89° 51' 20" W	42.75'
1/9	N 89° 51' 20" W	42.75'
1/10	N 89° 51' 20" W	42.75'

TEMPORARY EASEMENT #2

LINE	BEARING	DISTANCE
1/1	N 89° 51' 20" W	42.75'
1/2	N 89° 51' 20" W	42.75'
1/3	N 89° 51' 20" W	42.75'
1/4	N 89° 51' 20" W	42.75'
1/5	N 89° 51' 20" W	42.75'
1/6	N 89° 51' 20" W	42.75'
1/7	N 89° 51' 20" W	42.75'
1/8	N 89° 51' 20" W	42.75'
1/9	N 89° 51' 20" W	42.75'
1/10	N 89° 51' 20" W	42.75'

TEMPORARY EASEMENT #1

LINE	BEARING	DISTANCE
1/1	N 89° 51' 20" W	42.75'
1/2	N 89° 51' 20" W	42.75'
1/3	N 89° 51' 20" W	42.75'
1/4	N 89° 51' 20" W	42.75'
1/5	N 89° 51' 20" W	42.75'
1/6	N 89° 51' 20" W	42.75'
1/7	N 89° 51' 20" W	42.75'
1/8	N 89° 51' 20" W	42.75'
1/9	N 89° 51' 20" W	42.75'
1/10	N 89° 51' 20" W	42.75'



SANITARY SEWER TEMPORARY EASEMENT #5
A tract of land situated in the S 1/2 of Section 8, Township 1 South, Range 1 West of the 1st Meridian, Meigs County, Colorado, being more particularly described as follows:
Commencing at the base of bearing being S89°51'20" W to the S 1/2 corner of said Section 8 and being a round metal survey marker;
thence N72°01'12" E a distance of 42.66 feet;
thence N20°50'42" W a distance of 40.00 feet;
thence S20°50'42" W a distance of 40.00 feet;
thence N72°01'12" E a distance of 42.66 feet;
thence S89°51'20" W a distance of 42.66 feet to the point of beginning.
Said tract contains 0.55 acres, more or less.

SANITARY SEWER TEMPORARY EASEMENT #3
A tract of land situated in the S 1/2 of Section 8, Township 1 South, Range 1 West of the 1st Meridian, Meigs County, Colorado, being more particularly described as follows:
Commencing at the base of bearing being S89°51'20" W to the southeast corner of said Section 8 and being a round metal survey marker;
thence N72°01'12" E a distance of 42.66 feet;
thence N20°50'42" W a distance of 40.00 feet;
thence S20°50'42" W a distance of 40.00 feet;
thence N72°01'12" E a distance of 42.66 feet;
thence S89°51'20" W a distance of 42.66 feet to the point of beginning.
Said tract contains 0.55 acres, more or less.

SANITARY SEWER TEMPORARY EASEMENT #1
A tract of land situated in the S 1/2 of Section 8, Township 1 South, Range 1 West of the 1st Meridian, Meigs County, Colorado, being more particularly described as follows:
Commencing at the base of bearing being S89°51'20" W to the southeast corner of said Section 8 and being a round metal survey marker;
thence N72°01'12" E a distance of 42.66 feet;
thence N20°50'42" W a distance of 40.00 feet;
thence S20°50'42" W a distance of 40.00 feet;
thence N72°01'12" E a distance of 42.66 feet;
thence S89°51'20" W a distance of 42.66 feet to the point of beginning.
Said tract contains 0.55 acres, more or less.

SANITARY SEWER TEMPORARY EASEMENT #7
A tract of land situated in the S 1/2 of Section 8, Township 1 South, Range 1 West of the 1st Meridian, Meigs County, Colorado, being more particularly described as follows:
Commencing at the base of bearing being S89°51'20" W to the S 1/2 corner of said Section 8 and being a round metal survey marker;
thence N72°01'12" E a distance of 42.66 feet;
thence N20°50'42" W a distance of 40.00 feet;
thence S20°50'42" W a distance of 40.00 feet;
thence N72°01'12" E a distance of 42.66 feet;
thence S89°51'20" W a distance of 42.66 feet to the point of beginning.
Said tract contains 0.55 acres, more or less.

SANITARY SEWER TEMPORARY EASEMENT #6
A tract of land situated in the S 1/2 of Section 8, Township 1 South, Range 1 West of the 1st Meridian, Meigs County, Colorado, being more particularly described as follows:
Commencing at the base of bearing being S89°51'20" W to the S 1/2 corner of said Section 8 and being a round metal survey marker;
thence N72°01'12" E a distance of 42.66 feet;
thence N20°50'42" W a distance of 40.00 feet;
thence S20°50'42" W a distance of 40.00 feet;
thence N72°01'12" E a distance of 42.66 feet;
thence S89°51'20" W a distance of 42.66 feet to the point of beginning.
Said tract contains 0.55 acres, more or less.

SANITARY SEWER TEMPORARY EASEMENT #4
A tract of land situated in the S 1/2 of Section 8, Township 1 South, Range 1 West of the 1st Meridian, Meigs County, Colorado, being more particularly described as follows:
Commencing at the base of bearing being S89°51'20" W to the southeast corner of said Section 8 and being a round metal survey marker;
thence N72°01'12" E a distance of 42.66 feet;
thence N20°50'42" W a distance of 40.00 feet;
thence S20°50'42" W a distance of 40.00 feet;
thence N72°01'12" E a distance of 42.66 feet;
thence S89°51'20" W a distance of 42.66 feet to the point of beginning.
Said tract contains 0.55 acres, more or less.

DEPT. OF PARKS & OUTDOOR
LOCATED IN THE
S 1/2 SEC. 8 T1S, R1W, U1M
D H SURVEYS, INC.
118 OURAY AVE. - GRAND JUNCTION, CO.
(970) 246-8749

Designed By: M.A.D. Date: APRIL, 2002 Sheet: 2 OF 2
Checked By: A.V.P.