

FRE03RDM

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: MARTHA D. FRIESS AND TRUSTEES

PURPOSE: PURDY MESA WATER SYSTEM

ADDRESS: 8241 REEDER MESA ROAD

PARCEL#: 2969-243-00-165

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2003

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made and given as of June 11, 200³, from **Friess, Martha D and Trustee**, whose address is **8241 Reeder Mesa Rd** ("Grantor") to the City of Grand Junction, a Colorado home rule city, 250 North 5th Street, Grand Junction, Colorado 81501 (the City).

RECITALS

The City owns a domestic water system in Mesa County, Colorado. The City desires to operate and maintain a portion of its water system on, over, under and across real property owned by Grantor, and Grantor agrees to grant an easement for such purposes to the City, on the terms set forth in this Grant.

NOW, THEREFORE, this Grant is made as follows:

1. As used in this grant, the following terms have the following meanings:
 - a. The "Grantor's Property" means the real property described in 2, below, owned by Grantor and located in Mesa County, Colorado.
 - b. The "Centerline" means location of existing water pipeline under and across the Grantor's Property. The approximate location of the Centerline is shown on the aerial photograph.
 - c. The "Kannah Creek System" means the portion of the City's domestic water system which serves domestic water to the Purdy Mesa area, the Reeder Mesa area and other areas around Whitewater, Colorado.
 - d. The "Facilities" mean water transmission and distribution lines and appurtenant facilities such as valves and meters owned by the City and used in connection with the Kannah Creek System.
2. Mesa County Parcel Number **2969-243-00-165**
Mesa County Assessor Office Legal Description.

THE WEST 35 ACRES OF E 1/2 OF FOLLOWING DESC PARCEL - SE4SW4 SEC 24 + NE4NW4 SEC 25 ALL IN 2S 2E



3. For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby sells, and conveys to the City a permanent easement (the "Easement") on, over, under and across the Grantor's Property,. The Easement shall be twenty (20) feet in width, located ten (10) feet on each side of Centerline. The Grantor further grants, sells, and conveys to the City the right of ingress and egress along a reasonable route or routes across Grantor's Property for access to the easement, and the right of ingress and egress along and upon the

Easement, for exercising the rights for which the easement is granted. In exercising such access rights, the City shall use existing roadways on Grantor's Property whenever possible, and shall use its best efforts to avoid damaging any of Grantor's crops outside of the easement area.

- 4. The Easement shall be for the purpose of operating, repairing, altering, replacing, and reconstructing the facilities located on Grantor's Property. All Facilities constructed and installed on Grantor's Property shall be located within the Easement.
- 5. Grantor shall have the right to cultivate the area of the Easement, and to otherwise use and occupy the area of the Easement for the purposes which are consistent with rights granted to the City in this Grant and which will not interfere with or endanger the facilities in the Easement. Without limiting the generality of the foregoing, Grantor shall not (a) place any obstructions within the area of the Easement which could interfere with the normal operation, repair and maintenance of the facilities; or (b) construct any permanent buildings or structures or impound any water in, over, on, or across the area of the Easement. The prohibitions of this paragraph shall not apply to any trees which exist in the easement area on the effective date of the Grant, provided, however, that if any trees or other landscaping in the Easement area should, in the future, unreasonably interfere with the ability of the City to operate, maintain, repair, or reconstruct the facilities, the City shall be privileged to trim or, if absolutely necessary, remove such tress or landscaping.
- 6. The City will install and construct the facilities in accordance with good engineering practices. Except when good engineering practices require otherwise, any pipelines installed through tillable land in the Permanent Easement will be buried 48 inches below the surface of the ground. Any excavations made in the area of the Easement shall be promptly backfilled, and the surface shall be graded as closely as possible to original or design grade conditions. The top 18 inches of pipeline trench excavation shall be replaced with topsoil removed and stockpiled from such excavation.
- 7. All facilities constructed in the Permanent Easement shall be constructed and maintained in good repair at the expense of the City and shall remain the property of the City and removable or replaceable at its option.
- 8. Grantor reserves to Grantor and Grantor's heirs, successors and assigns the right to grant easements and licenses to others over, under, along or across the easement area, provided that no such easement or license (or use thereof) shall unreasonably interfere with the City's use of the Easement for the purpose described herein.
- 9. The Easement and other rights granted to the City in this Grant shall be permanent and perpetual. This Grant insures to the benefit of and is binding upon the parties and their heirs, successors, grantees, and assigns.

IN WITNESS WHEREOF, Grantor has executed this Grant as of date set forth above.

GRANTOR:

William A. McFarland

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

³ The foregoing instrument was acknowledged before me this 11 day of JUNE, 2004 by WILLIAM A. McFARLAND.

WITNESS my hand and official seal.
My Commission Expires: 12-22-2004

Rinda M. Welser
Notary Public

