

GML94ELM

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: GRAND MESA LITTLE LEAGUE, INC.
DAVE MANTLO, AND RHONDA MOORE, SECRETARY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PERPETUAL
EASEMENT FOR WATER PIPELINE ELM AVENUE AND 28 3/4 ROAD

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1994

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT1692393 10:26 AM 08/17/94
MONIKA TODD CLK&REC MESA COUNTY CO
DOC EXEMPT

Grand Mesa Little League, Inc., a Colorado non-profit corporation, Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose legal address is 250 North 5th Street, Grand Junction, Colorado 81501, its successors and assigns forever, a Perpetual Easement for the installation, operation, maintenance and repair of an underground water pipeline and related facilities, together with the right of ingress and egress for workers and equipment, on, along, over, under, through and across the South 10.0 feet of that certain real property which is described as the Northwest Quarter of the Southeast Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, Except the West 298.0 feet of the South 160.0 feet thereof, said easement being more particularly described by the following metes and bounds, to wit:

Beginning at the Southeast Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 7;
thence West along the South Line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 362.0 feet;
thence North a distance of 10.0 feet;
thence East a distance of 362.0 feet to the East Line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;
thence South along the East Line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 10.0 feet to the Point of Beginning,

containing 3,620 square feet (0.08 acres) as described.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever, subject to the following terms, covenants, conditions and restrictions:

1. As additional consideration for the Easement herein granted, the Grantee agrees to install, at no cost to the Grantor, a new water meter and one (1) inch water tap for use by the Grantor. The new water meter and tap will be located near the Grantor's Southerly property boundary at the Northerly terminus of the right-of-way for Pear Street. The Grantor agrees that all fees for water usage conveyed through the new water meter and tap will be paid for by the Grantor and not the Grantee.
2. The Easement herein granted shall be restricted for the installation, operation, maintenance and repair of an underground water pipeline. Grantee, as a condition of this grant, agrees that entry to the Property for the purposes herein described shall be conducted so as to cause minimum interference with the use of the Property as a Little League baseball facility. Further, Grantee agrees it shall correct any damage(s), both material as well as aesthetic, caused by its entry as described herein.
3. Grantor hereby covenants with Grantee that the easement area shall not be burdened or overburdened by the Grantor erecting or placing any improvements thereon which might prevent reasonable ingress and egress to and from the easement area.
4. Grantor hereby covenants with Grantee that it has good title to the aforescribed premises; that it has good and lawful right to grant this Easement; that it will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.
5. Grantee shall insure that all land surfaces within this easement which are disturbed from the installation of said underground water pipeline shall be returned as nearly as practicable to their original condition, or better.

Signed this 6 day of July, 1994.

Attest:

Grand Mesa Little League, Inc.

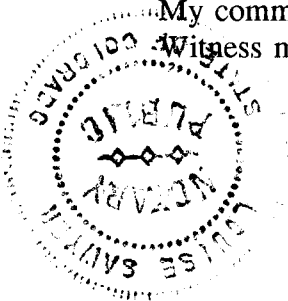
Rhonda Moore
Secretary

Dave Mantlo
President

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 6TH day of July, 1994, by Dave Mantlo as President and attested to by Rhonda Moore as Secretary of Grand Mesa Little League, Inc., a Colorado non-profit corporation.

My commission expires 1-16-98
Witness my hand and official seal.



Louise Sawyer
Notary Public