

GVR02MAT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: EASEMENT (UTILITY)

NAME OF PROPERTY OWNER OR GRANTOR: GRAND VALLEY RURAL POWER
LINES, INC.

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK):
NORTH RIGHT OF WAY LINE FOR PATTERSON - LOT 2 OF PATTERSON
ROAD MINOR SUBDIVISION - MATCHETT PARK

PARCEL NO.: 2943-062-00-945

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2002

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

2092836 12/13/02 1106AM
MONIKA TODD CLK® MESA COUNTY CO
REC FEE \$40.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

EASEMENT AGREEMENT

This Easement Agreement is made and entered into this 12th day of Dec., 2002, by and between The Grand Junction Public Finance Corporation, a Colorado nonprofit corporation, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, hereinafter referred to as "Grantor", and Grand Valley Rural Power Lines, Inc., a Colorado corporation, whose address is 2727 Grand Avenue, Grand Junction, Colorado 81501, hereinafter referred to as "Grantee".

Recitals.

A. Grantor is the owner in fee title of certain real property situate in Section 6, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as more particularly described on **Exhibit "A"** attached hereto and incorporated by reference, hereinafter referred to as "the Property".

B. Grantee desires to obtain two (2) easements across portions of the Property for the purposes of installing, operating, maintaining and repairing underground electric facilities.

NOW, THEREFORE, for and in consideration of the terms, rights, privileges, burdens, duties, obligations, restrictions and stipulations herein stated, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby grants, conveys and QUITCLAIMS to Grantee two (2) non-exclusive Easements for the installation, operation, maintenance and repair of underground electric utility facilities along, under and within the limits of the premises more particularly described on **Exhibit "B"** and depicted on **Exhibits "C-1"** and **"C-2"** attached hereto and incorporated herein by reference, hereinafter referred to as "the Easement Areas".

2. Use and Purpose of the Easement. The herein conveyed Easements are solely for the purposes of permitting Grantee to install, operate, maintain and repair, at no cost or expense to Grantor, underground electric facilities and for no other purposes. Grantor may, at Grantor's sole discretion and with prior written authorization, permit Grantee to install, operate, maintain and repair above ground transformers and cabinets at certain locations as approved by Grantor. Except for above ground transformers and cabinets authorized by Grantor, all electric facilities installed by Grantee shall be located a minimum of five (5.0) feet below the surface of the ground. The easement rights herein granted do not include the right to expand utilization of the Easements for any other purposes or to assign the rights herein granted to any other party without the prior written consent of Grantor, which consent may be withheld for any reason.

3. Grantor's Right to Utilize Grantee's Facilities. Grantee agrees that Grantor and Grantor's successors and assigns shall, for the purposes of providing electric power to the Property, be allowed to make connections into the electric facilities to be installed within the Easements or into any other electric facilities of Grantor which may now or in the future be located along, near or across the Property; provided, however, that Grantor shall pay the regular costs and fees which are applicable and in effect at the time such connections are made.

4. Relocation of Easements and Grantee's Facilities. Grantee has expressed that Grantee will relocate its facilities and pay all costs associated therewith in the event, at the sole discretion of Grantor or Grantor's successors and assigns, such relocation is deemed necessary. In such event, Grantor shall give Grantee no less than six (6) months prior written notice to relocate Grantee's facilities; provided, however, that Grantor shall, at no cost or expense to Grantee, grant and convey a substitute easements on the Property to accommodate such relocation. All other rights, duties and obligations of the parties provided in this Agreement shall apply with equal force to the substitute easements.

5. Repair and Restoration of the Property. Grantee agrees that Grantee's work and act of installing, operating, maintaining, repairing and replacing Grantee's facilities shall be performed with due care or any other higher standard of care as may be required to avoid disturbing and/or damaging the present or future condition of the Property and improvements situate thereon. Grantee agrees that the surface and condition of the Property and improvements shall be

restored, repaired or replaced to a condition which is substantially similar to the condition which shall have existed immediately prior to any installation, repair or replacement work by Grantee.

6. Damages / Indemnification. Grantee (hereinafter "Grantee" includes, Grantee's agents, licensees and invitees) agrees that all damages to persons or property arising from the negligence or willful misconduct of Grantee, or from Grantee's failure to exercise due care or other higher standard of care as may be applicable, shall be paid for, repaired or replaced at the expense of Grantee. Grantee shall indemnify Grantor, its officers, employees, agents, successors and assigns and hold Grantor, its officers, employees, agents, successors and assigns harmless from any and all damages or claims for damages to persons or property alleged to be caused by or arising from the negligence or willful misconduct of Grantee. Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold Grantor, its officers, employees, agents, assets, successors and assigns harmless from any and all claims, costs, judgments, awards or liability, including reasonable attorneys' fees and costs (except those caused by the gross negligence, willful or wanton acts of Grantor or Grantor's successors and assigns) to any person or with regard to any property, including claims arising from injury or death, resulting from Grantee's gross negligence or willful act or failure to act pursuant to this Agreement. The foregoing indemnification and hold harmless obligations shall extend to claims which are not reduced to a suit and any claim which may be compromised by Grantee prior to the culmination of any litigation or the institution of any litigation.

7. Deterioration of Easements. If the condition of the Easements are damaged due to flood, fire or other casualty, or if the condition of the Easements deteriorate to the extent where they are no longer functional for Grantee's use or purpose, Grantor shall have no obligation to repair or restore the Easements; the use and condition of the Easements by Grantee shall be at Grantee's own risk.

8. Abandonment/Automatic Termination. In the event of abandonment of the Easements by Grantee, all rights, privileges and interests herein granted shall automatically terminate and revert to Grantor. Abandonment shall have occurred if Grantee shall fail to use the Easements for any twelve (12) consecutive month period.

9. Grantor's Right to Use and Occupy. Grantor reserves the right, on behalf of Grantor and on behalf of Grantor's successors, assigns and lessees, to use and occupy the Property and the Easement areas for any and all purposes which are not inconsistent with the rights and privileges herein granted and which will not unreasonably interfere with Grantee's facilities therein or Grantee's use thereof.

10. Coordination with Grantor and Grantor's Lessees. Grantee shall, prior to any installation, maintenance or non-emergency repair work, contact and coordinate the time of said work with Grantor and Grantor's lessees so as to not disturb the abilities of Grantor and Grantor's lessees to quietly use, enjoy and occupy the Property.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

12. Total Agreement / Applicable to Successors. This Agreement contains the entire agreement between the parties and, except for automatic termination, cannot be changed or modified except by a written instrument subsequently executed by both parties. This Agreement and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

13. Rule of Construction. Because Grantee has sought the advice of legal counsel, the common rule of construction that ambiguities in an agreement are construed against the drafter is hereby waived.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

The Grand Junction Public Finance Corporation, a Colorado nonprofit corporation

Attest:


[Signature]
Secretary/Treasurer

[Signature]
President


State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 9th day of Dec, 2002, by Lynn A. James as President and attested to by Kelly Arnold as Secretary/Treasurer of The Grand Junction Public Finance Corporation, a Colorado Corporation.

My commission expires: 10/10/2005
Witness my hand and official seal.

[Signature]
Notary Public


Grand Valley Rural Power Lines, Inc., a Colorado corporation


Attest:
[Signature]
Assistant Secretary

[Signature]
Exec. Vice President and General Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 12th day of Dec., 2002, by Jarrett Broughton as Exec. Vice President and General Manager and attested to by Cathy Gledhill as Assistant Secretary of Grand Valley Rural Power Lines, Inc., a Colorado corporation.

My commission expires: 10/5/04
Witness my hand and official seal.

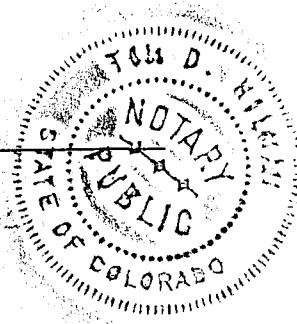
[Signature]
Notary Public


Exhibit "A"
Description of "the Property"

Commencing at the South 1/4 Corner of Section 6, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, and considering the South line of Southeast 1/4 of the Southwest 1/4 of said Section 6 to bear N 89°59'34" W with all bearings contained herein being relative thereto; thence N 00°37'34" W along the East line of the Southeast 1/4 of said Section 6 a distance of 50.00 feet to a point on the North right-of-way line for F Road (also known as Patterson Road), as recorded in Book 1370 at Page 219 in the office of the Mesa County Clerk and Recorder, said point being the True Point of Beginning;

thence N 89°59'34" W along the North right-of-way line for F Road a distance of 675.45 feet to a point on the West line of the East 1/2 of the Southeast 1/4 Southwest 1/4 of said Section 6;

thence N 00°18'44" W along the West line of said East 1/2 Southeast 1/4 Southwest 1/4 a distance of 1271.63 feet to the Northwest Corner of said East 1/2 Southeast 1/4 Southwest 1/4;

thence N 00°15'26" W along the West line of the East 1/2 of the Northeast 1/4 Southwest 1/4 of said Section 6 a distance of 930.90 feet to a point;

thence N 89°59'00" W a distance of 663.95 feet to a point on the West line of the Northeast 1/4 of the Southwest 1/4 of Section 6;

thence N 00°00'43" E along the West line of the Northeast 1/4 Southwest 1/4 of Section 6 a distance of 391.00 feet to the West 1/16th Corner of Section 6;

thence N 00°01'41" E along the West line of the Southeast 1/4 of the Northwest 1/4 of Section 6 a distance of 1320.19 feet to the Northwest 1/16th Corner of Section 6;

thence N 00°36'18" W along the West line of the Northeast 1/4 of the Northwest 1/4 of Section 6 a distance of 579.25 feet to the center line of the Government Highline Canal;

thence along the center line of said Government Highline Canal the following three (3) courses and distances:

1. S 68°58'44" E a distance of 733.10 feet;
2. 388.73 feet along the arc of a curve to the left having a radius of 523.55 feet, a central angle of 42°32'27", and a long chord bearing S 89°39'49" E a distance of 379.86 feet;
3. N 69°03'58" E a distance of 217.84 feet;

thence leaving the center line of said Government Highline Canal, S 22°35'08" E a distance of 67.50 feet to a point;

thence N 67°24'52" E a distance of 40.88 feet to a point which is the intersection of the West line of the Northwest 1/4 of the Northeast 1/4 of Section 6 with the Southwest Corner of Tract 115 of the United States Department of Interior, Bureau of Reclamation, Government Highline Canal;

thence along the South boundary line of said Tract 115 the following five (5) courses and distances:

1. N 67°24'52" E a distance of 113.43 feet;
2. 150.51 feet along the arc of a curve to the right having a radius of 387.46 feet, a central angle of 22°15'27", and a long chord bearing N 78°32'36" E a distance of 149.57 feet;
3. N 89°40'20" E a distance of 142.26 feet;
4. 129.13 feet along the arc of a curve to the right having a radius of 482.96 feet, a central angle of 15°19'09", and a long chord bearing S 82°40'05" E a distance of 128.75 feet;
5. S 75°00'32" E a distance of 842.80 feet to a point which is the intersection of the South boundary line of said Tract 115 with the East line of the Northwest 1/4 Northeast 1/4 of Section 6;

thence S 00°37'02" W along the East line of the Northwest 1/4 Northeast 1/4 of Section 6 a distance of 190.20 feet to the Northeast 1/16th Corner of Section 6;

thence S 00°35'44" E along the East line of the Southwest 1/4 Northeast 1/4 of Section 6 a distance of 1317.48 feet to the East 1/16th Corner of Section 6;

thence S 00°01'16" E along the East line of the Northwest 1/4 Southeast 1/4 of Section 6 a distance of 1320.48 feet to the Southeast 1/16th Corner of Section 6;

thence N 89°58'28" W along the South line of the Northwest 1/4 Southeast 1/4 of Section 6 a distance of 668.29 feet to the Northeast Corner of the West 1/2 of the Southwest 1/4 Southeast 1/4 of Section 6;

thence S 00°16'28" E along the East line of the West 1/2 of the Southwest 1/4 Southeast 1/4 of Section 6 a distance of 1270.94 feet to a point on the North right-of-way line for F Road as described in Book 1410 at Page 316 in the office of the Mesa County Clerk and Recorder;

thence S 89°59'21" W along the North right-of-way line for F Road a distance of 357.11 feet;

Exhibit "A" continued on next page.....

Exhibit "A" continued

thence leaving said right-of-way line, N 00°00'39" W a distance of 149.99 feet to a point;
thence N 27°41'39" W a distance of 120.00 feet to a point;
thence S 31°02'21" W a distance of 138.10 feet to a point;
thence S 78°29'14" W a distance of 100.00 feet to a point;
thence S 00°00'39" E a distance of 118.00 feet to a point on the North right-of-way line for F Road;
thence S 89°59'21" W a distance of 78.64 feet to the True Point of Beginning, containing 207.862 acres as described.

- End of Exhibit "A" -

Exhibit "B"
Description of the Easements

Easement No. 1: A 14.0 foot wide non-exclusive easement situate in the SE ¼ SW ¼ and in the SW ¼ SE ¼ of Section 6, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described by the following metes and bounds, to wit:

Commencing at the South ¼ Corner of said Section 6 from whence the Southeast corner of the SW ¼ SW ¼ of said Section 6 bears N 89°59'34" W a distance of 1351.45 feet with all bearings contained herein being relative thereto; thence N 00°37'34" W along the North-South Centerline of said Section 6 a distance of 50.00 feet to a point on the North right-of-way line for F Road (a.k.a. Patterson Road) as described by instruments recorded in Book 1370 at Page 219 and Book 1410 at Page 316 in the office of the Mesa County Clerk and Recorder, said point being the True Point of Beginning;

thence N 89°59'34" W along the North right-of-way line for F Road as aforesaid a distance of 675.45 feet to the Southwest corner of Grantor's property, said point being common with the Southeast corner of Lot 2, Patterson Road Minor Subdivision, as recorded in Plat Book 15 at Page 188 in the office of the Mesa County Clerk and Recorder;

thence along a line which is common with the West boundary line of Grantor's property and the East boundary line of Lot 2, Patterson Road Minor Subdivision, N 00°18'44" W a distance of 14.00 feet;

thence leaving said common line, S 89°59'34" E a distance of 675.37 feet to a point of intersection on the North-South Centerline of said Section 6 from whence the South ¼ Corner of said Section 6 bears S 00°37'34" E a distance of 64.00 feet;

thence N 89°59'21" E a distance of a distance of 78.79 feet to a point on the Easterly boundary line of Grantor's property, said line being common with the Westerly boundary line of that certain parcel of land described by instrument recorded in Book 2290 at Page 340 in the office of the Mesa County Clerk and Recorder;

thence along said common line, S 00°00'39" E a distance of 14.00 feet to a point on the North right-of-way line for F Road as aforesaid;

thence S 89°59'21" W along said right-of-way line a distance of 78.64 feet to the Point of Beginning,

AND ALSO

Easement No. 2: A 14.0 foot wide non-exclusive easement situate in the East ½ of the West ½ of Section 6, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, the side lines of said easement lying 7.0 feet on each side of and parallel with the following described centerline, to wit:

Commencing at the Northwest corner of the NE ¼ SW ¼ of said Section 6 from whence the Southwest corner of said NE ¼ SW ¼ bears S 00°00'43" W a distance of 1321.85 feet with all bearings contained herein being relative thereto; thence S 00°00'43" W along the West line of said NE ¼ SW ¼ a distance of 391.00 feet to the Southwesterly corner of Grantor's property, said corner being common with the Northwesterly corner of that certain tract of land conveyed to Mesa County Valley School District #51 by instrument recorded in Book 2242 at Pages 461 and 462 in the office of the Mesa County Clerk and Recorder; thence along a line which is common with the Southerly boundary line of Grantor's property and the Northerly boundary line of said Mesa County Valley School District #51 property, S 89°59'00" E a distance of 87.00 feet to the True Point of Beginning of said centerline;

thence along said centerline the following three (3) courses:

1. N 00°00'43" E a distance of 390.94 feet to a point on the South boundary line of the SE ¼ NW ¼ of said Section 6;
2. N 00°01'41" E a distance of 1320.11 feet to a point on the South boundary line of the NE ¼ NW ¼ of said Section 6;
3. N 00°35'33" W a distance of 545.79 feet to a point on the centerline of the Highline Canal and the Point of Terminus of said centerline,

the sidelines of said easement to be prolonged or shortened to terminate at the Southerly and Northerly boundary lines of Grantor's property.

SLN



Lst 2
Patterson Road Minor Sub

Grand Junction Public Finance Corporation
2943-062-00-945

SE1/4 SW1/4
Section 6
T1S, R1W, UM

SW1/4 SE1/4

Book 3013 Pg 667
Kolin

Smith
Bk 2290 Pg 340

14' GVREA Easement

S00°18'44"E
14.00'

N89°59'34"W 675.37'

S89°59'21"W
78.79'

N00°00'39"W
14.00'

1/2 Rubber/Alum Cap
in Case PLS16835

S89°59'34"E 675.45'

POB

N00°37'34"W
50.00'

N89°59'21"E 78.64'

F ROAD

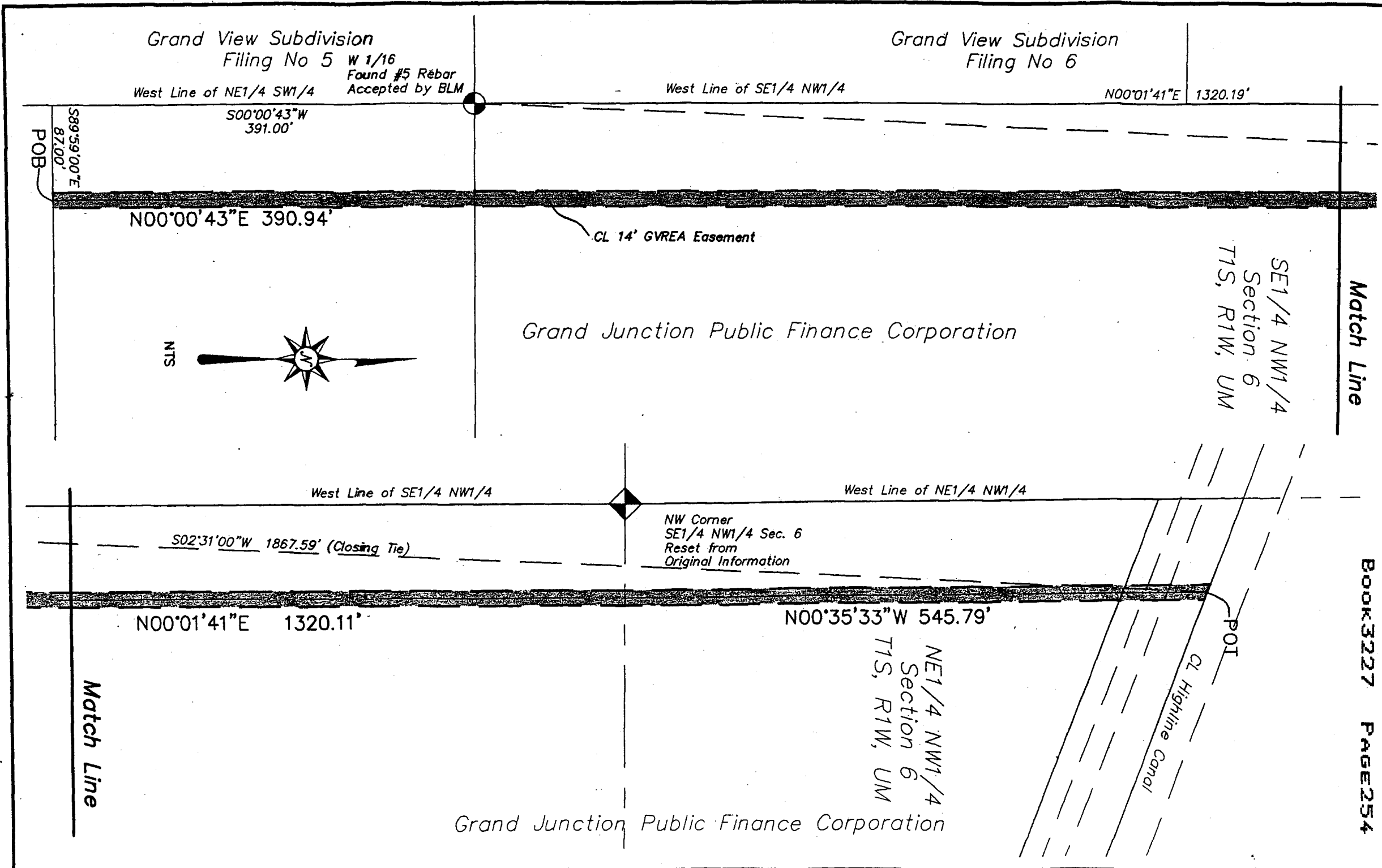
S89°59'34"E 1351.45' Basis of Bearings

N89°59'21"E 1320.82'

SE Cor SW1/4 SW1/4
Section 6
MCSM #1340

S 1/4 Corner Section 6
T1S, R1W, Ute Meridian
MCSM

EXHIBIT C-1



Grand View Subdivision
 Filing No 5 W 1/16
 Found #5 Rebar
 Accepted by BLM

Grand View Subdivision
 Filing No 6

West Line of NE1/4 SW1/4
 $S00^{\circ}00'43''W$
 391.00'

West Line of SE1/4 NW1/4

$N00^{\circ}01'41''E$ 1320.19'

POB
 $S89^{\circ}59'00''E$
 87.00'

$N00^{\circ}00'43''E$ 390.94'

CL 14' GVREA Easement

Grand Junction Public Finance Corporation



SE1/4 NW1/4
 Section 6
 T1S, R1W, UM

Match Line

West Line of SE1/4 NW1/4

West Line of NE1/4 NW1/4

$S02^{\circ}31'00''W$ 1867.59' (Closing Tie)

NW Corner
 SE1/4 NW1/4 Sec. 6
 Reset from
 Original Information

$N00^{\circ}01'41''E$ 1320.11'

$N00^{\circ}35'33''W$ 545.79'

NE1/4 NW1/4
 Section 6
 T1S, R1W, UM

POI

CL Highline Canal

Grand Junction Public Finance Corporation

Match Line