

LOE82PAN

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: PANORAMA IMPROVEMENT DIST.,
ERIC E. LOEB, PRESIDENT AND JERRY MCDONOUGH, TREASURER

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOT 20 OF
BLOCK 20, PANORAMA SUBDIVISION FILING

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1982

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1308756 09:59 AM
 NOV 26 1982 E.SAWYER:CLK&REC NESA CTY:CO
 BOOK 1402 PAGE 154

PERMANENT ROAD EASEMENT

THIS PERMANENT ROAD EASEMENT is made and entered into this 21st day of October, 1982, by and between PANORAMA IMPROVEMENT DISTRICT, a quasi-municipal entity, organized and existing under and by virtue of the laws of the State of Colorado, hereinafter "Panorama", and the CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, hereinafter referred to as "City".

IN CONSIDERATION of Ten Dollars and Other Valuable Consideration in hand paid by the City to Panorama, the parties do hereby agree as follows:

1. Grant of Easement. Panorama does hereby grant to City a perpetual easement on, over and across the real property described on Exhibit "A" for vehicular and pedestrian ingress and egress to and from the real property described on Exhibit "A" for the purpose of constructing, operating, repairing and maintaining an interceptor sewer line which is located on property owned by others. There shall be no enlargement of the easement and, specifically, there shall be no improvement to the easement area without the approval of the design and specification of such improvements first given by Panorama. This Easement Agreement is given for the purpose of permitting access to an interceptor sewer line operated and maintained by the City, and for the construction of such sewer line. It is anticipated that vehicles no larger than necessary for the construction, and maintenance of the sewer line will be transported across the easement area. The easement granted hereunder is without warranty of any type to City, either as to the suitability of such area for its intended use, or any right, title or interest of Panorama.
2. Limitations on the Use of Easement. The City shall make no use of the easement which shall hinder, interfere, interrupt or damage Panorama's access to or from its lagoons and related facilities and/or maintenance or repair, reconstruction or operation of the same. Panorama shall have the right to relocate the easement hereby granted to allow for enlargement of its lagoons and related facilities provided the relocate easement allows reasonable and feasible access to the City's interceptor sewer line.
3. Indemnity. The City shall indemnify and hold Panorama harmless from any claim, demand, action or proceeding for bodily injury or death or damage to property arising from or in connection with the City's (including the City's agents, employees, and independent contractors) use or occupancy of the easement area, including attorney's fees and expenses incurred by Panorama for the purpose of investigating, negotiating, settling or defending any such claim or cause or action. Furthermore, the City shall promptly notify Panorama of any damage to the lagoons or related facilities of Panorama, including access thereto over the easement given hereby, caused by the City (or its agents, employees, and independent contractors) in connection with the construction, operation, repair or maintenance of the interceptor line, and immediately repair all such damage. If such damage is not promptly repaired, Panorama may make the repairs and recover the actual costs from the City. The City shall indemnify and hold Panorama harmless from any costs, expense, fees or fines resulting from or in connection with damage to Panorama's lagoons or related facilities either resulting from the direct repair of dams or levies, or payment of any fines or fees resulting from illegal discharge or violation of Panorama's permits for discharge. It is agreed by both parties that the City shall not be required to indemnify and hold Panorama harmless from acts of negligence on the part of Panorama, its agencies or employees.
4. Expenses on Enforcement. If either party to this Easement seeks to enforce the terms of this agreement by legal proceedings, the prevailing party is entitled to recover its attorney and court costs.
5. Authority and Acceptance. The City, by accepting and recording this Easement, represents to Panorama that it has and does accept the terms and conditions hereof, and was authorized to do so in accordance with its rules of procedure.

Dated the year and date first above written.

Copy to Harold Anderson 3-9-83

EXHIBIT "A"

A thirty (30) ft. wide road easement and a fifteen (15) ft. wide road easement for ingress and egress across property owned by Panorama Improvement District. Said easements to be fifteen (15) ft. and 7.5 ft. on either side of following described centerline.

Commencing at a point (Sta. 3+57.70 - Intersection of Road and East-West Section Line) which bears N.89°42'48" E. for 47.48 ft. from a property corner (NHP&Q-2682) which is on East-West section line and is also the NE corner of Frank Nisley, Jr's. West Property (Assessors Map 2947-15-111) and the NW. Corner of Panorama Improvement District Property (Assessors Map 2947-15-944); thence S.59°27'54"E. for 37.3 ft. to Sta. 3+95 for 30 ft. wide access road; thence a 15 ft. wide road easement to be 7.5 ft. each side of the following described centerline; thence continue from Sta. 3+95 S.54°44'36"E. for 200.85 ft. to a point; thence S.77° 03'21" E. for 62.68 ft. to a point; thence S.60°14'30"E. for 58.15 ft. to a point; thence S.45°49'35"E. for 64.91 ft. to a point; thence S.30°34'28"E. for 54.41 ft. to a point; thence S.5°00'20" E. for 64.51 ft. to a point; thence S.10°19'47"W. for 190.25 ft. to a point; thence S.0°27'21"W. for 34.23 ft. to a point; thence S. 23°37'22"W. for 82.58 ft. to a point; thence S.39°06'03"W. for 32.41 ft. to a point; thence N.71°14'04"W. for 122.47 ft. to a point; thence S.55°05'27"W. for 43.09 ft. to a point on the South Bdy. of said Panorama Improvement District property and the North Bdy. of the Hutto property, said point bears N.45°00'W. for 7.64 ft. from the NE. Property Corner of Lot 20, Block 20 of the Panorama Subdivision, Filing No. 7. Contains approximately 0.374 Acres more or less.