

MCS04255

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	<b>EASEMENT (MULTI-PURPOSE)</b>
NAME OF PROPERTY OWNER OR GRANTOR:	MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51
PURPOSE:	FOR THE USE AND BENEFIT OF THE PUBLIC UTILITIES FOR POMONA SCHOOL PROJECT
ADDRESS:	588 25 ½ ROAD
PARCEL NO:	2945-101-00-942
CITY DEPARTMENT:	PUBLIC WORKS
YEAR:	2004
EXPIRATION:	NONE
DESTRUCTION:	NONE

## WHEN RECORDED RETURN TO:

City of Grand Junction  
 Real Estate Division  
 250 North 5<sup>th</sup> Street  
 Grand Junction, CO 81501

2181669 BK 3606 PG 575-577  
 03/15/2004 09:33 AM  
 Janice Ward CLK&REC Mesa County, CO  
 RecFee \$15.00 SurChg \$1.00  
 DocFee EXEMPT

### GRANT OF MULTI-PURPOSE EASEMENT

Mesa County Valley School District No. 51, whose address is 2115 Grand Avenue, Grand Junction, Colorado 81501, Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Multi-Purpose Easement for the use and benefit of Grantee and for the use and benefit of the Public Utilities, as approved by Grantee, as a perpetual easement for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, as approved by Grantee, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, water lines, telephone lines, and also for the installation, operation maintenance, repair and replacement of traffic control facilities, street lighting, landscaping, trees and grade structures, as approved by Grantee, on, along, over, under, through and across the following described parcel of land, to wit:

A certain perpetual multi-purpose easement lying in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the North Quarter corner (N 1/4 corner) of said Section 10 and assuming the West line of the NW 1/4 NE 1/4 of said Section 10 bears S 00°03'04" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°03'04" W along the West line of the NW 1/4 NE 1/4 of said Section 10, a distance of 587.64 feet; thence S 89°56'56" E a distance of 50.00 feet to a point on the East right of way for 25-1/2 Road as same is described in Book 1021, Page 79, Public Records of Mesa County, Colorado and being the POINT OF BEGINNING; thence from said Point of Beginning, N 00°03'04" E along said East right of way, a distance of 253.71 feet; thence S 31°57'34" E a distance of 37.44 feet; thence S 00°05'40" W a distance of 69.36 feet; thence S 89°54'20" E a distance of 5.00 feet; thence S 00°05'40" W a distance of 5.00 feet; thence N 89°54'20" W a distance of 5.00 feet; thence S 00°05'40" W a distance of 109.38 feet to a point being the beginning of a non-tangent 46.75 foot radius curve, concave Northwest, whose long chord bears S 24°28'39" W with a long chord length of 37.08 feet; thence 38.13 feet Southwesterly along the arc of said curve, through a central angle of 46°43'39"; thence S 44°29'56" W a distance of 6.25 feet, more or less, to the Point of Beginning.

CONTAINING 4,486.0 Square Feet, more or less, as described herein and depicted on "**Exhibit A**" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

1. Grantor shall have the right to reasonable use of the real property burdened by this Easement for any purpose or purposes which are not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights of the Grantee; provided, however, that Grantor hereby covenants with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any structure or any other item or fixture which may be detrimental to the facilities of Grantee or the Public Utilities, or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques.
3. The City agrees that the work and act of installing, maintaining, and repairing utilities and related appurtenances and facilities shall be performed with due care using commonly accepted standards and techniques, taking precautions for the protection of persons and property, and in particular, the employees and students of the District and members of the general public who utilize the District Property and the equipment and facilities of Pomona Elementary School; all damages to persons or property resulting from the failure to exercise due care, or other higher standard of care as may be applicable, shall be paid for and repaired at the expense of the City. The City shall indemnify

the District and hold the District 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 the City.

4. In the event of permanent abandonment of the Project or any of the related facilities and/or utilities by the City, its successors and assigns, all rights, privileges and interests herein granted shall automatically terminate. Permanent abandonment shall have occurred if the City shall fail to use the easements or maintain the improvements for any twelve (12) consecutive months.

Executed and delivered this 9th day of March, 2004.

Mesa County Valley School District No. 51

By Ron Rowley  
Ron Rowley, President

Mary K. Kalenian  
Mary K. Kalenian, Secretary



State of Colorado     )  
                                  ) ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 9 day of March, 2004, by Ron Rowley as President and attested to by Mary K. Kalenian, Secretary of the Board of Education of Mesa County Valley School District No. 51.

My commission expires: 8/22/2007  
Witness my hand and official seal.

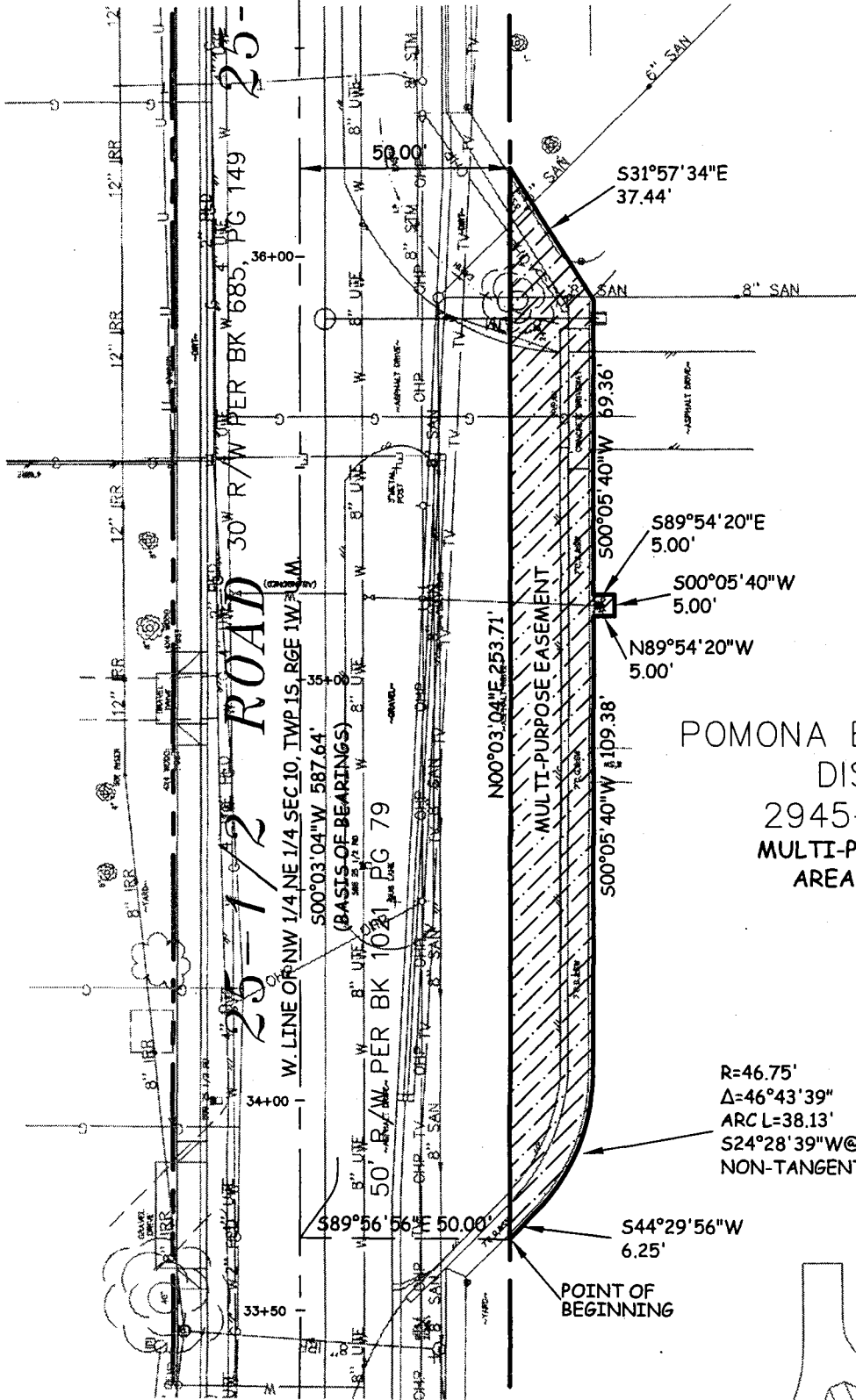


Dixie A. Dauk  
My Commission Expires 08/22/2007  
Notary Public

PATTERSON ROAD

# EXHIBIT "A"

POINT OF COMMENCEMENT  
NORTH 1/4 CORNER  
SEC 10, TWP 1S, RGE 1W  
UTE MERIDIAN



POMONA ELEMENTARY SCHOOL  
DISTRICT 51  
2945-101-00-942  
MULTI-PURPOSE EASEMENT  
AREA = 4,486.0 SQ. FT.

R=46.75'  
Δ=46°43'39"  
ARC L=38.13'  
S24°28'39"W@37.08'  
NON-TANGENT

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: P.T.K.  
DATE: 12-22-2003  
SCALE: 1" = 40'  
APPR. BY: TW

25.5 ROAD  
MULTI-PURPOSE EASEMENT

POMONA ELEMENTARY SCHOOL  
2945-101-00-942

CITY OF  
**grand junction**  
COLORADO  
serving the community together