

MES07255

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51
PURPOSE:	PERPETUAL MULTI-PURPOSE
ADDRESS:	588 25 ½ ROAD POMONA ELEMENTARY SCHOOL
PARCEL NO:	2945-101-00-942
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION:	NONE
DESTRUCTION:	NONE

GRANT OF EASEMENT AGREEMENT

THIS GRANT OF EASEMENT AGREEMENT is made and entered into this 27th of June, 2007, by and between **MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51**, a Colorado Public School District, hereinafter referred to as "the District", and **THE CITY OF GRAND JUNCTION**, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado, 81501, hereinafter referred to as "the City".

Recitals.

A. The District believes itself to be the owner of certain real property commonly known as Pomona Elementary School located at 588 25½ Road in the City of Grand Junction, Mesa County, Colorado (hereinafter referred to as "the District Property").

B. The City will be installing storm water pipelines and storm water drainage facilities ("the Project") through property owned by Owner commonly referred to as the "District Property". The Project consists of the underground installation of three (2) ninety inch (90") pipes and appurtenances to accommodate new storm drainage facilities, and also; the relocation of existing irrigation structures and utilities, ("the Project Improvements").

C. Prior to proceeding with installation of the Project Improvements adjacent to the District Property, the City must provide documentation that all easements necessary for the installation, operation, maintenance and repair of the Project Improvements have been obtained.

D. The District desires to cooperate in and assist with the Independent Ranchman's Ditch Project by conveying to the City an interest in the use of the District Property for the purposes stated above.

NOW THEREFORE, in consideration of the recitals, the mutual covenants and conditions contained herein, and other valuable consideration, the parties by authority of their respective bodies, agree as follows:

1. The District hereby grants and conveys, without warranty, to the City, its successors and assigns forever, a perpetual Multi-Purpose Easement on, along, over, under, through and across the District Property within the limits and for the purposes as described on **Exhibit "A"** and depicted on **Exhibit "B"** which is attached hereto and incorporated herein by reference, to have and to hold said easement unto the City, its successors and assigns forever, subject to the terms, covenants, conditions and restrictions stated herein.

2. The perpetual easement granted above shall include the right to enter upon the premises to survey, construct, install, operate, maintain, repair and replace improvements associated with the Project, and shall include the right and obligation to properly maintain the same from time to time, including the removal of objects interfering with the use and operation of said improvements, including the trimming of trees and bushes.

3. The City agrees that the work and act of installing, maintaining, and repairing storm drainage facilities and related appurtenances 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. The District reserves the right to use and occupy the District Property not encumbered by the perpetual easement for any lawful purpose which is not inconsistent with the rights herein granted. 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 easement or maintain the improvements for any twelve (12) consecutive months.

5. This Agreement shall be valid only if **Exhibit "A" and Exhibit "B"** referred to above is attached hereto and recorded in sequence with this instrument.

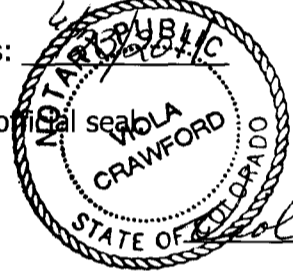
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Attest: Jamie Sidanycz Mesa County Valley School District No. 51
 Jamie Sidanycz, Secretary Ron Rowley
 Ron Rowley, President

State of Colorado)
) ss.
 County of Mesa)

The foregoing instrument was acknowledged before me this 27th day of June, 2007, by Ron Rowley as President and attested to by Jamie Sidanycz, Secretary of the Board of Education of Mesa County Valley School District No. 51.

My commission expires: 4/13/09
 Witness my hand and official seal. W. LaCrawford
 Notary Public



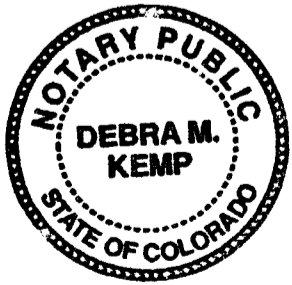
Stephanie Tuin
 Stephanie Tuin, City Clerk

The City of Grand Junction,
 a Colorado home rule municipality,
David Varley
 David Varley, City Manager

State of Colorado)
) ss.
 County of Mesa)

The foregoing instrument was acknowledged before me this 15th day of June, 2007, by David Varley as City Manager and attested to by Stephanie Tuin as City Clerk of the City of Grand Junction, a Colorado home rule municipality.

My commission expires: 3/13/09
 Witness my hand and official seal. Debra M. Kemp
 Notary Public



Debra M. Kemp
 Notary Public

Exhibit "A"

Multi-Purpose Easement

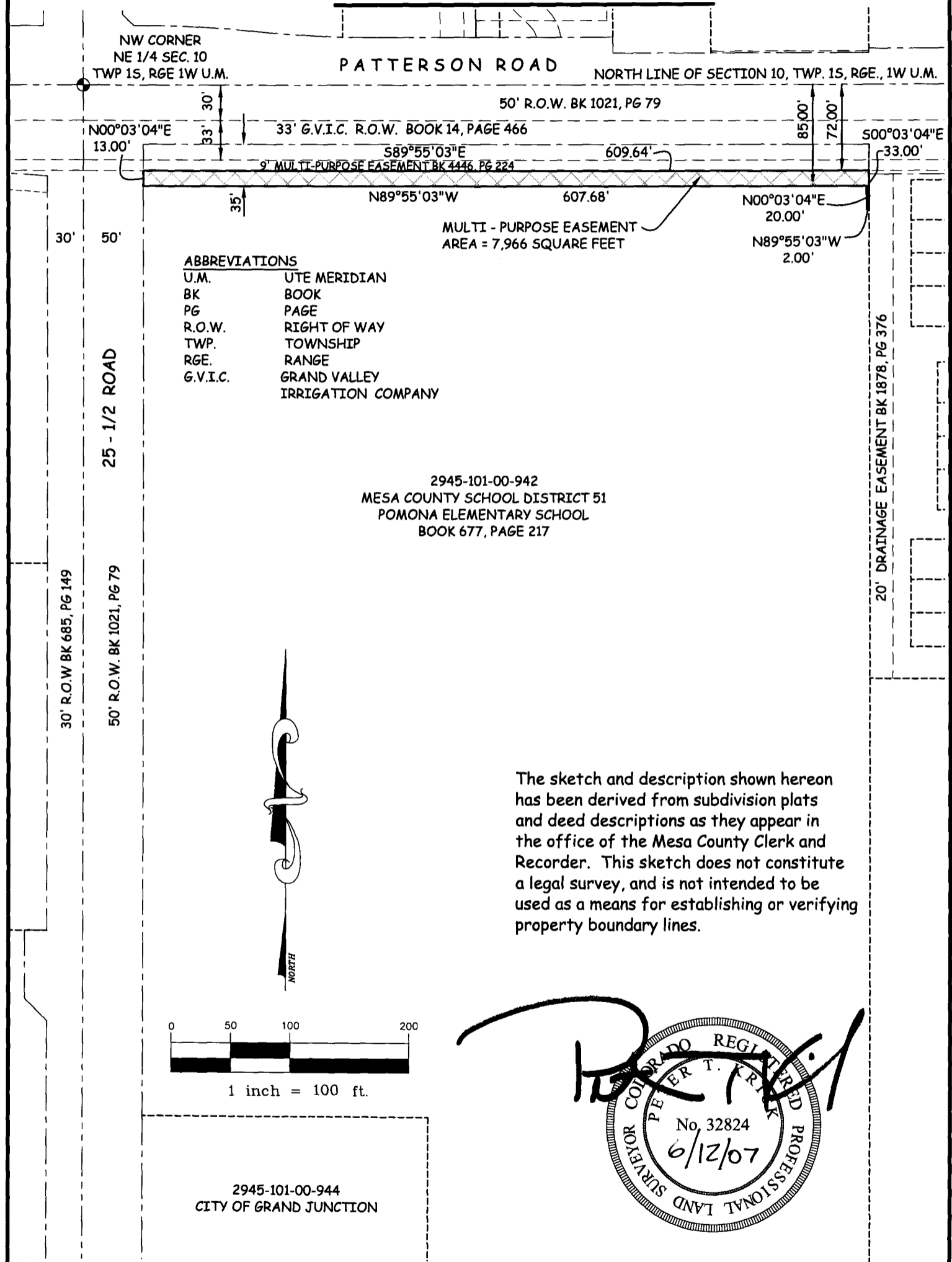
A certain perpetual multi-purpose easement located in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 10, Township 1 South, Range 1 West, of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

The South 13.00 feet of the North 85.00 feet of the West half of the NW 1/4 NE 1/4 of said Section 10 less however, the right of way for 25 1/2 Road. The North line of said South 13.00 feet being the South line of that certain 9' multi-purpose easement recorded in Book 4446, Page 224 of the Mesa County, Colorado public records.

Together with the East 2.00 feet of the South 20.00 feet of the North 105 feet of said West half of the NW 1/4 NE 1/4 of Section 10.

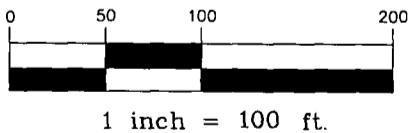
Said parcel contains 7,966 square feet, more or less, as described herein and depicted on "**Exhibit B**" attached hereto and incorporated herein by reference.

EXHIBIT "B"



ABBREVIATIONS
 U.M. UTE MERIDIAN
 BK BOOK
 PG PAGE
 R.O.W. RIGHT OF WAY
 TWP. TOWNSHIP
 RGE. RANGE
 G.V.I.C. GRAND VALLEY IRRIGATION COMPANY

2945-101-00-942
 MESA COUNTY SCHOOL DISTRICT 51
 POMONA ELEMENTARY SCHOOL
 BOOK 677, PAGE 217



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.

2945-101-00-944
 CITY OF GRAND JUNCTION



DRAWN BY: T.L.P.
 DATE: 6-12-07
 SCALE: 1" = 100'
 APPR. BY: P.T.K.

**RANCHMANS DITCH DIVERSION
 MULTI-PURPOSE EASEMENT**
**MESA COUNTY VALLEY SCHOOL
 DISTRICT #51 (2945-101-00-942)**

CITY OF
Grand Junction
 COLORADO

3 PAGE DOCUMENT

Mesa County Valley School District No. 51

**Multi-Purpose Utility Easement
Pomona Elementary School**

Board of Education Resolution: 06/07: 76

Adopted: March 20, 2007

WHEREAS, The City of Grand Junction has requested a perpetual easement for the use and benefit of the public utilities and for the installation, operation maintenance, repair and replacement of traffic control facilities, street lighting, landscaping, trees and grade structures and appurtenances related thereto, on, along, over, under, through and across the northerly nine fees of the District's Pomona Elementary School Property, as more fully described in the Grant of Multi-Purpose Easement attached hereto; and

WHEREAS, the City's request is in furtherance of the project to bury the Ranchman's Independent Ditch which borders Pomona Elementary School; and

WHEREAS, the requested easement is located 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 and being more particularly described as follows:

The South 9.00 feet of the North 72.00 feet of the west half of the NW 1/4 NE 1/4 of said Section 10 less however, the right of way for 25 1/2 Road. The North line of said South 9.00 feet being the South line of that certain 33.00 foot right of way described in Book 14, Page 466 of the Mesa County, Colorado public records; said parcel containing 5,487 square feet, more or less, as described;

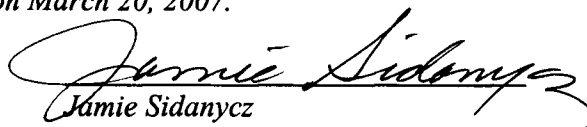
and

WHEREAS, the City offers only nominal compensation, believing that the added safety afforded by the project provides sufficient compensation for the grant; and

WHEREAS, it appears that the interest to be conveyed will not interfere with the District's use or enjoyment of its property or the operation of the Pomona Elementary School, that such interest is not needed for any purpose authorized by law.

NOW, THEREFORE, BE IT RESOLVED THAT the President and Secretary of the Board be and are hereby authorized, on the Board's behalf, to execute the attached Grant of Multi-Purpose Easement, together with such other documents or instruments as may be required in order to carry out the purposes and intent of this Resolution.

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District No. 51 Board of Education on March 20, 2007.


Jamie Sidanycz
Secretary, Board of Education

GRANT OF MULTI-PURPOSE EASEMENT

MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51, whose address is 2115 Grand Avenue, Grand Junction, CO 81501, Grantor, for and in consideration of the sum of ten (\$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, 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, located 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 and being more particularly described as follows:

The South 9.00 feet of the North 72.00 feet of the west half of the NW 1/4 NE 1/4 of said Section 10 less however, the right of way for 25 1/2 Road. The North line of said South 9.00 feet being the South line of that certain 33.00 foot right of way described in Book 14, Page 466 of the Mesa County, Colorado public records.

Said parcel contains 5,487 square feet, more or less, as described.

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 use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted; 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 improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to 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. Grantor hereby covenants with Grantee he has good title to the herein described premises; he has good and lawful right to grant this Easement; that he will warrant and forever

defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 20th day of March, 2007.

MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51

By: Ron Rowley
Ron Rowley, President

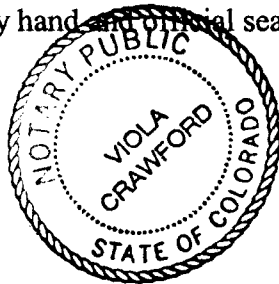
By: Jamie Sidanycz
Jamie Sidanycz, Secretary

State of Colorado)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 20th day of March, 2007, by Ron Rowley as President and attested to by Jamie Sidanycz as Secretary of the Board of Education of Mesa County Valley School District No. 51.

My Commission Expires: 6/23/2007

Witness my hand and official seal.



Viola Crawford
Notary Public