

MSC9312T

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: STATE OF COLORADO, MESA STATE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 12TH STREET
FROM NORTH AVE TO ELM AVE ADJACENT TO MESA STATE COLLEGE,
AND THE INTERSECTION OF THE WEST RIGHT-OF-WAY FOR NORTH
TWELFTH STREET AND THE NORTH RIGHT-OF-WAY FOR NORTH AVE FROM
THE SOUTHEAST CORNER OF SECTION 11 PARCEL NO. 2945-114-00-
927

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1993

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

EASEMENT

1644162 01:32 PM 06/30/93
 MONIKA TODD CLK&REC MESA COUNTY CO
 DDC EXEMPT

THIS EASEMENT, written in four (4) counterparts, made and entered into at Denver, Colorado, the 17th day of May, 1993, by and between the STATE OF COLORADO, for the use and benefit of the Department of Higher Education acting by and through the Trustees of the State Colleges in Colorado, hereinafter referred to as the Grantor, and the CITY OF GRAND JUNCTION, hereinafter referred to as the Grantee.

WITNESSETH:

That, for and in consideration of the payment hereinafter stipulated and the keeping and performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee an easement upon the following property located in the County of Mesa in the State of Colorado, in Section 11, Township 1 South, Range 1 West of the Ute Meridian, to wit:

Beginning at the intersection of the West Right-of-Way for North Twelfth Street and the North Right-of-Way for North Avenue from whence the Southeast Corner of Section 11, Township 1 North, Range 1 West of the Ute Meridian bears East a distance of 40.5 feet and South a distance of 40.0 feet; thence West along the North Right-of-Way for North Avenue a distance of 42.0 feet; thence North a distance of 2.0 feet; thence North 50°31'02" East a distance of 36.28 feet; thence North a distance of 124.93 feet; thence along the arc of a curve to the right, having a radius of 675.30 feet, a distance of 121.02 feet (the chord of this arc bears North 05°08'03" East a distance of 120.86 feet); thence North 10°16'09" East a distance of 17.84 feet to the East Right-of-Way for North Twelfth Street; thence South along the East right-of-Way for North Twelfth Street a distance of 287.93 feet to the Point of Beginning,

containing 3,758.20 square feet as described,

to the extent of the attached map of description hereby incorporated into this Agreement by reference as Exhibit "A".

TO HAVE AND TO HOLD, for the purpose of constructing and maintaining a street improvement for the term of ten (10) years, commencing on the 1st day of June 1993, and ending the 31st day of May 2003, in consideration for the payment of Twenty-five Dollars (\$25.00), for the full term, payable upon execution of this Agreement, receipt of which is hereby acknowledged by Grantor.

GRANTOR AND GRANTEE MUTUALLY, EXPRESSLY COVENANT AND AGREE:

1. Grantee's use of this easement is for the purpose of supplying goods or services to the State and/or others, for which use Grantee has paid Grantor the sum of Twenty-five

Dollars (\$25.00), the receipt of which is hereby acknowledged, the amount determined under the "LAND USE CONSIDERATION STATEMENT" and "LAND USE COMPENSATION SCHEDULE (as modified by the footnote to the Land Use Consideration Statement), which are attached hereto as Exhibits "B" and "C", respectively, and which are incorporated herein by reference .

2. That if Grantee does not for a period of 366 consecutive days make use of the easement for the purpose aforesaid, Grantor may in his sole discretion immediately declare the easement abandoned and shall so notify Grantee by certified mail with return receipt requested. In the event of such abandonment, any unused portion of the consideration shall be forfeited.

3. This grant of easement is subject to any and all easements and rights-of-way previously granted and now in force and effect.

4. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

5. This Agreement shall not be deemed valid unless and until approved by the officials and officers of the State of Colorado as required by Chapter 24-82-202 C.R.S. 1973, and by the Controller of the State of Colorado, or such assistants as they may designate.

GRANTOR EXPRESSLY COVENANTS:

1. That, at the sole option of Grantee, Grantee may renew this easement for additional successive terms, indefinitely, provided that at least thirty (30) calendar days prior to the last day of each of said terms Grantee delivers written notice to Grantor of Grantee's resolve and intention to exercise such option to renew; and provided further that payment in full of the consideration for the whole next ensuing term accompanies the said written notice to renew.

2. That Grantee and Grantee's agents, assigns and successors shall have access at all times to said property for construction and maintenance of said easement.

GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of the said easement, the right to dispose of the land and to use the same for other purposes subject to the rights and privileges herein granted to Grantee. In the event Grantor shall, in the future, wish to grant an easement or right-of-way which encroaches upon the easement granted herein, Grantee expressly agrees and covenants it will consent to share a portion thereof, provided the proposed installation shall in no way interfere with the purposes for which the instant grant is made, and Grantee shall be entitled to such damages as may result from any impairment of Grantee's use of the land for such purpose. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character, including but not limited to coal, asphaltum, oil and gas in or under said easement.

2. That where circumstances require enclosure, or result in a severance of a portion of the land as the result of such installation, Grantee agrees to pay to Grantor the increase in payment provided under "VARIATIONS" of the said Exhibit "C".

3. That for good and sufficient cause Grantor may, at any time, require Grantee to relocate such portion or portions of Grantee's facility by giving Grantee at least 90 days prior written notice of such requirement, but with the understanding and agreement by the parties that such new and different course will cause the Grantee the least hardship of any alternate course available. Cost to the Grantee for the aforesaid relocation shall not exceed 50 percent of the total cost. This relocation provision shall apply only during such time as Grantor is the owner of the underlying fee.

4. That in the event of termination, Grantee, at its expense, shall remove all appurtenances from the premises and restore the said premises as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use.

5. That Grantee may construct only that facility as shown on the attached Exhibit "A" and no other. If the land is used for any purpose other than stated herein, this easement is automatically terminated.

6. That Grantee will comply with all reasonable rules, regulations and policies authoritatively promulgated pertaining to use of the subject land and not in conflict with Grantee's use herein provided.

7. Grantee shall indemnify Grantor, defend and hold the Grantor harmless against all liability, loss and expense for claims for injuries to persons or damage to property arising out of construction, use or maintenance of said easement, unless the claim arises out of the negligence of employees of Grantor; but Grantee shall not be relieved of responsibility to third parties as a joint tortfeasor.

8. Grantee agrees that all excavations or other temporary removal of soil as required for the installation and proper maintenance of said easement shall be properly replaced so far as is feasible to restore and maintain the said area to its original level. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the property due to the installation or for maintenance thereof. Routes of ingress and egress for construction or for maintenance are to be limited to the minimum necessary locations, and all roadways and work areas created on State land for the purpose of construction must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in four (4) counterparts the day and year first above written.

GRANTOR:

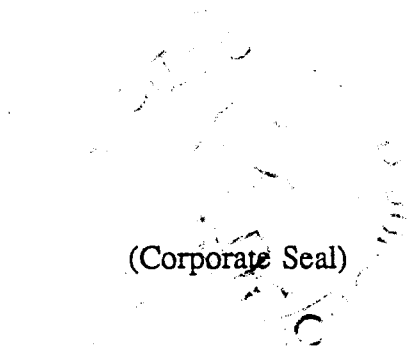
STATE OF COLORADO
ROY ROMER, GOVERNOR,
for the Use and Benefit of the Department of
Higher Education Acting By and Through
the Trustees of the State Colleges in
Colorado

By *Steve Bunker*

GRANTEE:

THE CITY OF GRAND JUNCTION

By *Mark A. Olson*
Title: *City Manager*



(Corporate Seal)

ATTEST:

Sandra Glaze
(Secretary)

APPROVED:

DEPARTMENT OF ADMINISTRATION
STATE BUILDING DIVISION

By *Robert Niedringhaus*
Robert Niedringhaus, Deputy Director

DIVISION OF PURCHASING

By *David Leavenworth*
David Leavenworth, Director

APPROVED AS TO FORM:
GALE NORTON, ATTORNEY GENERAL
STATE OF COLORADO

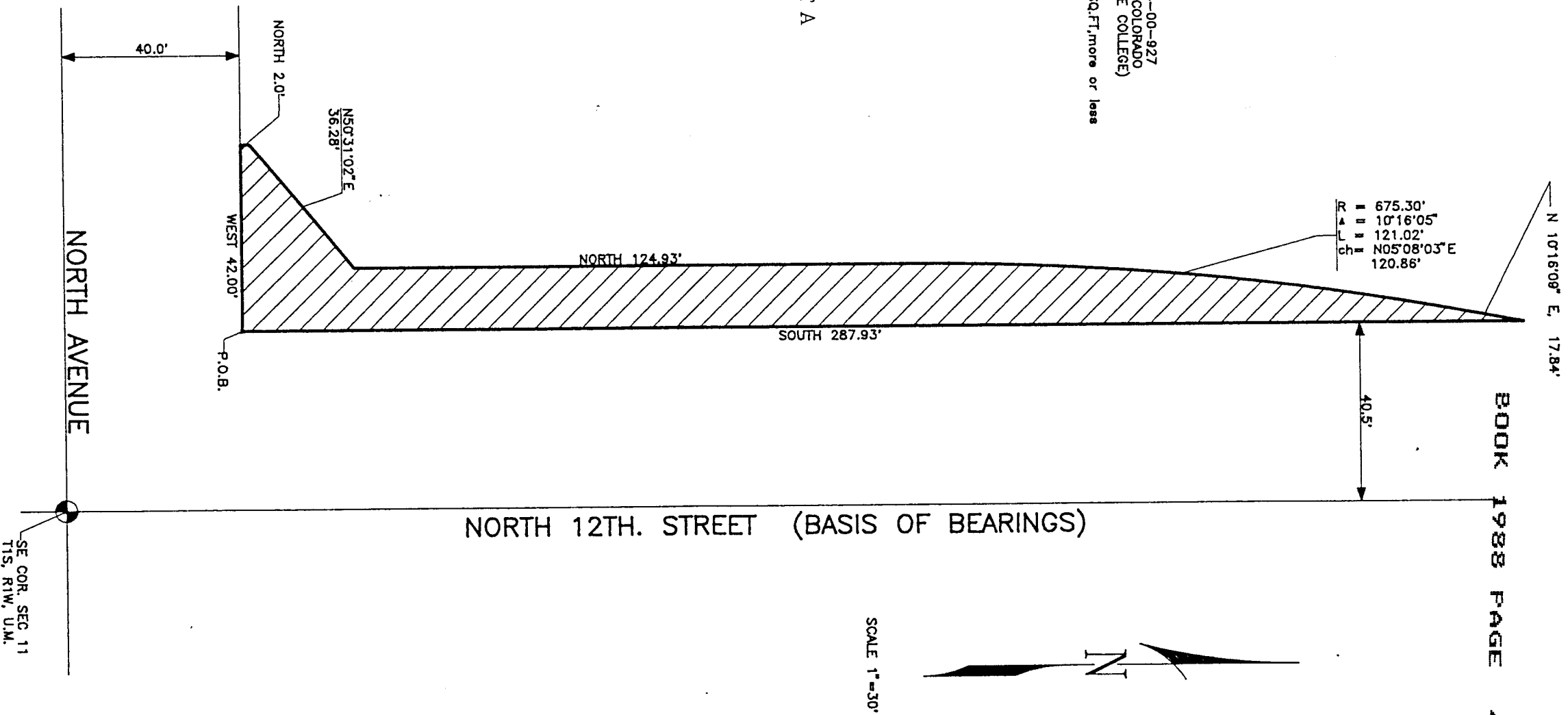
By *David M. Kaye*
First Assistant Attorney General
DAVID M. KAYE
FIRST ASSISTANT ATTORNEY GENERAL
LEGAL SERVICES

~~DIVISION OF ACCOUNTS AND CONTROL~~

By *Not Required § 24-82-202, C.R.S.*
~~Clifford Hall, Controller~~ *Clifford Hall*

2945-114-00-927
STATE OF COLORADO
(MESA STATE COLLEGE)
AREA = 3,758.20 SQ.FT., more or less

EXHIBIT A



R.O.W. DESCRIPTION MAP
PARCEL NO. 2945-114-00-927
APPROVED *Jim Chapman*
DATE DRAWN BY CLM 6/92 (12THNW)

CITY OF GRAND JUNCTION ENGINEERING DEPARTMENT
12TH STREET & NORTH AVE. HAZARD ELIMINATION PROJECT

LAND USE CONSIDERATION STATEMENT

Date

INSTITUTION/AGENCY: Department of Higher Education acting by and through the Trustees of the State Colleges in Colorado

GRANTEE: City of Grand Junction

GRANTEE ADDRESS: 250 North Fifth, Grand Junction, CO

Type of Right of Way: Street Improvement

Area Required _____ acres
3,758.2 sq. ft.

Estimated Market Value of Area @ \$ N/A per _____ N/A acre
_____ N/A sq. ft. \$ N/A

Term Consideration per Right-of-Way
Land Use Schedule for ten (10) years \$ N/A

Variation Charge for Enclosure
or Severance \$ N/A

Right-of-Way Consideration
for Period June 31, 1993 to May, 2003: \$25.00¹

¹ Pursuant to Article XI, Section 7 of the Constitution of the State of Colorado, the Grantor has determined to and does hereby waive the consideration required under the Land Use Compensation Schedule attached as Exhibit C to this Easement.

EXHIBIT C

LAND USE COMPENSATION SCHEDULE

Percentage of Appraisal Value
for Computation of Consideration

<u>Easement Class</u>	<u>Percentage</u>
a. Highways, roads (fences), railroads, reservoirs, ditches, canals; also improvements, etc., having exclusive, or nearly exclusive use and occupation of right-of-way	100
b. Secondary roads	90
c. Underground installations, such as pipelines, communication cables, electric power distribution lines, etc.; also overhead lines for communication and electric power distribution of transmission:	
i. On remote grazing land (no probable change)	50
ii. On grazing and agricultural land which may go to other use	60
iii. On land in path of development	70
iv. On land considered to be development land now	80

VARIATIONS:

When any right of way restricts or limits the use of such land by the Grantor, an additional charge, not to exceed 60 percent of the value of such area affected, will be required.

Any unusual situation will be considered on its merits.

CONSIDERATION PROCEDURES:

The consideration for the area of each right of way shall be governed by the land use percentage schedule for the specific right of way class and computed on the basis of the estimated market value of the land.

The minimum consideration for each easement or right of way shall not be less than \$250.

12th Street from North Ave to
Elm Ave adjacent to Mesa State
College.

3510 44

City of Mesa, AZ.

Engineering

Attn: Tim W. Sedman