

MSD04255

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51
PURPOSE:	ELECTRIC AND TELECOMMUNICATION FACILITIES
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

2181670 BK 3606 PG 578-580  
03/15/2004 09:33 AM  
Janice Ward CLK&REC Mesa County CO  
RecFee \$15.00 SurChs \$1.00  
DocFee EXEMPT

3

PAGE DOCUMENT

### GRANT OF ELECTRIC AND TELECOMMUNICATIONS 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 Ten Dollars and 00/100 (\$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, for the use and benefit of Grantee and for the use and benefit of the Public Utilities, the herein described Perpetual Easement for the installation, operation, maintenance, repair and replacement of Electric and Telecommunications facilities on, along, over, under, through and across the following described Parcel of land, to wit:

A certain perpetual utility 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 281.11 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, S 89°56'56" E a distance of 10.00 feet; thence S 00°03'04" W along a line 10.00 feet East of and parallel with, the East right of way for said 25-1/2 Road, a distance of 20.00 feet; thence N 89°56'56" W a distance of 10.00 feet to a point on the East right of way for said 25-1/2 Road; thence N 00°03'04" E along said East right of way, a distance of 20.00 feet, more or less, to the Point of Beginning.

CONTAINING 200.0 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 of ingress and egress for 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 utility 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 Grantees' utilization of the herein described Easement 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.

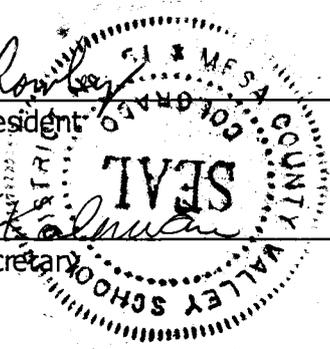
4. In the event of permanent abandonment of the Project or any of the related facilities and/or utilities by the City, its successors and assigns, all rights, privileges and interests herein granted shall automatically terminate. Permanent abandonment shall have occurred if the City shall fail to use 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 Kalenian  
Mary Kalenian, Secretary

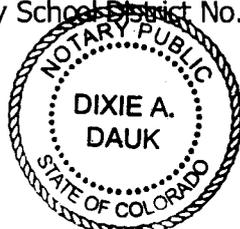


State of Colorado )  
                                  ) ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 9th day of March, 2004, by Ron Rowley as President and attested to by Mary Kalenian as 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.



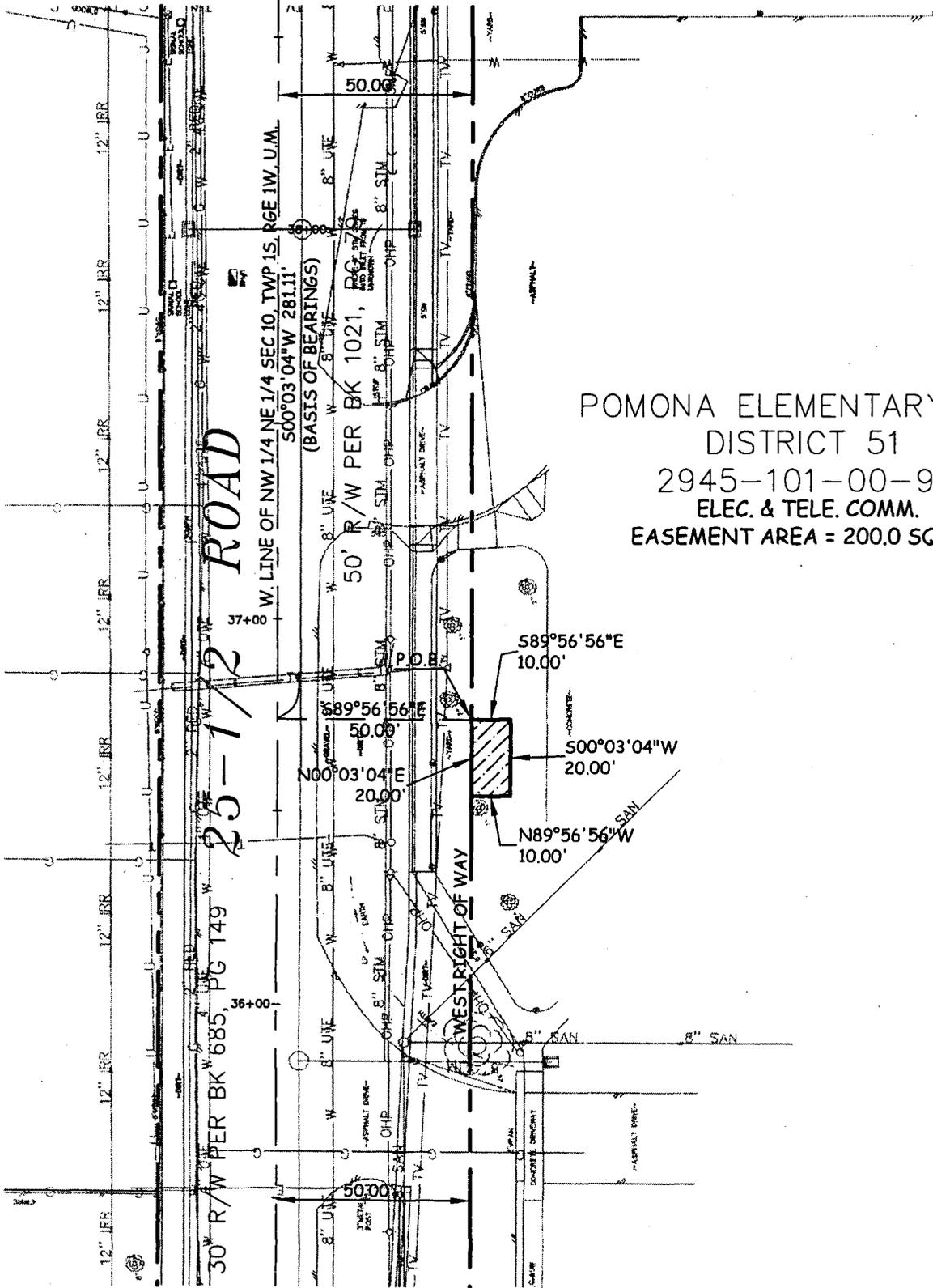
Dixie A. Dauk  
My Commission Expires 08/22/2007

Notary Public

PATTERSON ROAD

# EXHIBIT "A"

POINT OF COMMENCEMENT  
NORTH 1/4 CORNER  
SEC 10, TWP 1S, R6E 1W  
UTE MERIDIAN



POMONA ELEMENTARY SCHOOL  
DISTRICT 51  
2945-101-00-942  
ELEC. & TELE. COMM.  
EASEMENT AREA = 200.0 SQ. FT.



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  
EASEMENT DESCRIPTION MAP

POMONA ELEMENTARY SCHOOL  
2945-101-00-942

CITY OF  
**grand junction**  
COLORADO

serving the community together