

MSD97OMS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: MESA COUNTY VALLEY SCHOOL  
DISTRICT NO. 51

STREET ADDRESS/PARCEL NAME/SUBDIVISION: ORCHARD MESA  
MIDDLE SCHOOL, 2736 C ROAD WATERLINE EASEMENT PARCEL NO.  
2945-243-00-943

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

RESOLUTION

WHEREAS, Mesa County Valley School District No. 51 believes itself to be the owner of that certain real property described as the West 1/2 of the Southeast 1/4 Southwest 1/4 of Section 24, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, hereinafter referred to as "the District Property"; and

WHEREAS, the City of Grand Junction, a Colorado home rule municipality, has adopted plans for the construction and installation of Fire Protection Water Line Improvements ("the Project") to serve and protect the District Property and other lands located within the vicinity of the District Property; and

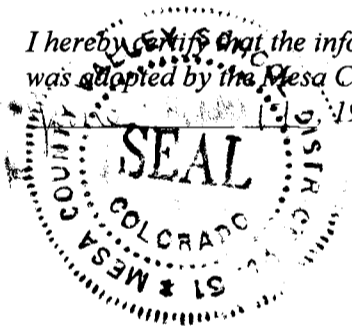
WHEREAS, the Project requires that the City obtain an easement across the District Property for the installation, operation, maintenance and repair of an underground water pipeline and fire hydrants associated with the Project; and

WHEREAS, the Board of Education desires to cooperate in and assist with the 1997 Fire Protection Water Line Improvements Project by conveying to the City an interest in the use of the District Property for the purposes stated above and that such action by the Board is in the best interests of the District; and

WHEREAS, the Board finds and determines that the conveyance to the City of an easement for the purposes stated above will not negatively affect the District's utilization of the District Property for any educational purposes.

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 Easement conveying to the City an easement for the installation, operation, maintenance and repair of an underground water pipeline and fire hydrants together with such other documents or instruments as may be required in order to carry out the purposes and intent of the Project.

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 7/31/97.



*Mary K. Kalenian*  
Mary K. Kalenian  
Secretary, Board of Education

ACTION OF THE BOARD:

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## GRANT OF EASEMENT AGREEMENT

THIS GRANT OF EASEMENT AGREEMENT is made and entered into this 17 day of June, 1997, 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 described as the West 1/2 of the Southeast 1/4 Southwest 1/4 of Section 24, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado (hereinafter referred to as "the District Property").

B. The City has adopted plans for the construction and installation of Fire Protection Water Line Improvements ("the Project") to serve and protect the District Property and other lands located within the vicinity of the District Property.

C. The Project requires that the City obtain an easement across the District Property for the installation, operation, maintenance and repair of an underground water pipeline and fire hydrants associated with the Project.

D. The District desires to cooperate in and assist with the 1997 Fire Protection Water Line Improvement 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 easement on, along, over, under, through and across the District Property for the purposes herein stated and within the limits of the District Property described in Exhibit "A" and depicted on Exhibit "B", which Exhibits are 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 underground water pipelines and fire hydrants 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 underground water pipelines and fire hydrants 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 Orchard Mesa Middle 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 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 both Exhibits "A" and "B" referred to above are 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:

 *Mary K. Kaleran*  
Mary K. Kaleran, Secretary

Mesa County Valley School District No. 51

*Debra D. Johns*  
Debra D. Johns, President

Attest:

 *Stephanie Nye*  
Stephanie Nye, City Clerk

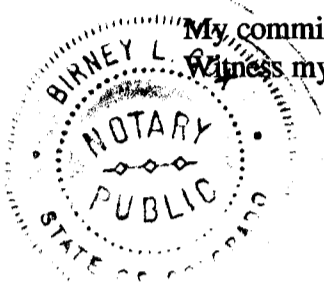
The City of Grand Junction, a Colorado home rule municipality

*Mark K. Achen*  
Mark K. Achen, City Manager

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 21 day of July, 1997, by Debra D. Johns as President and attested to by Mary K. Kalenian as Secretary of the Board of Education of Mesa County Valley School District No. 51.

My commission expires: 12-2-97.  
Witness my hand and official seal.



Birney L. Co.  
Notary Public

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 31st day of July, 1997, by Mark K. Achen as City Manager and attested to by Stephanie Nye as City Clerk of the City of Grand Junction, a Colorado home rule municipality.

My commission expires: 2-28-98.  
Witness my hand and official seal.



Jim Woodmansee  
Notary Public

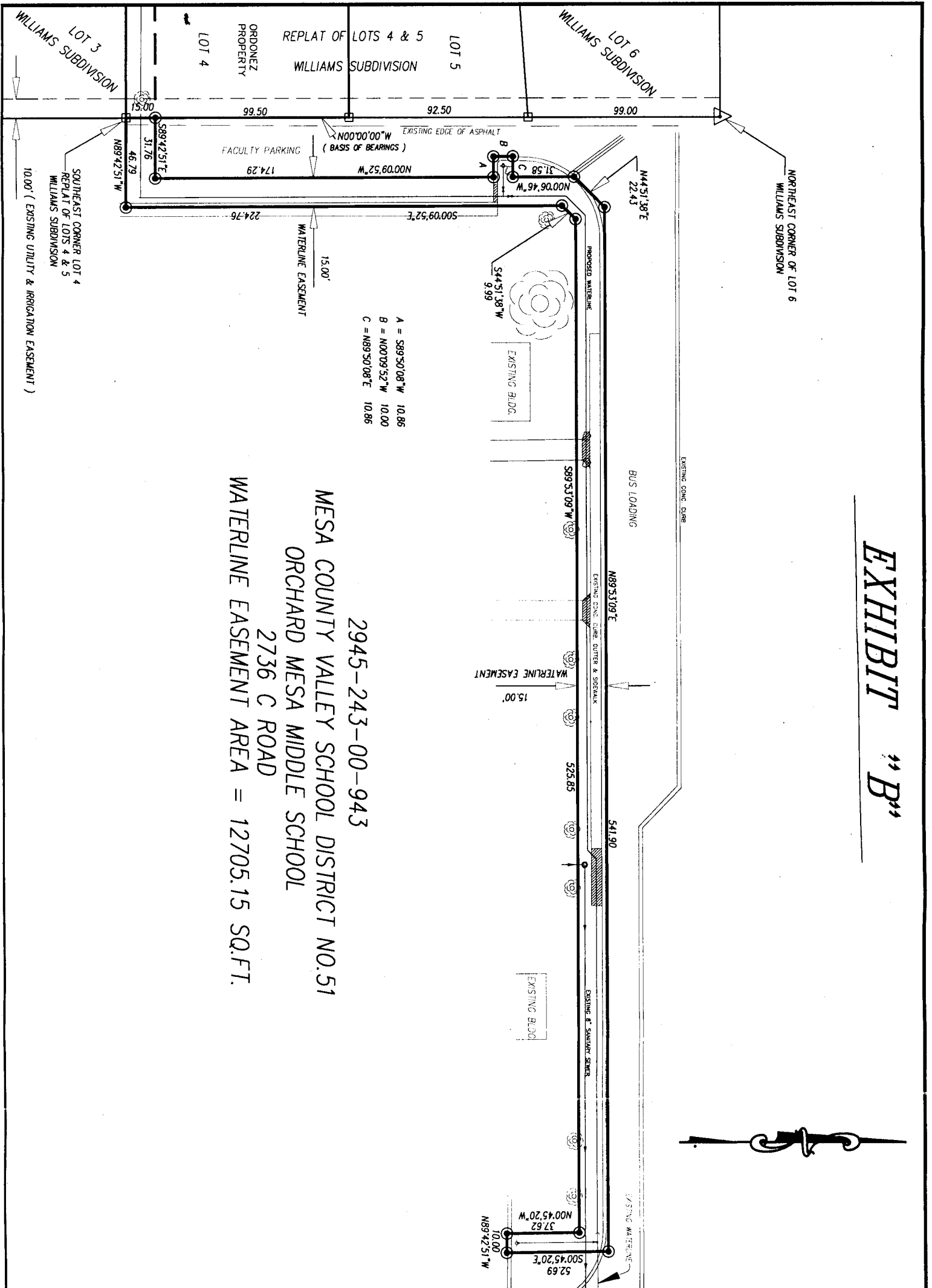
## Exhibit "A"

Beginning at the Southeast Corner of Lot 4 of the Replat of Lots 4 & 5 of Williams Subdivision, situate in the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 14 at Page 222 in the office of the Mesa County Clerk and Recorder, with all bearings contained herein being relative to said recorded plat;

thence N 00°00'00" W a distance of 15.00 feet;  
thence S 89°42'51" E a distance of 31.76 feet;  
thence N 00°09'52" W a distance of 174.29 feet;  
thence S 89°50'08" W a distance of 10.86 feet;  
thence N 00°09'52" W a distance of 10.00 feet;  
thence N 89°50'08" E a distance of 10.86 feet;  
thence N 00°06'46" W a distance of 31.58 feet;  
thence N 44°51'38" E a distance of 22.43 feet;  
thence N 89°53'09" E a distance of 541.90 feet;  
thence S 00°45'20" E a distance of 52.69 feet;  
thence N 89°42'51" W a distance of 10.00 feet;  
thence N 00°45'20" W a distance of 37.62 feet;  
thence S 89°53'09" W a distance of 525.85 feet;  
thence S 44°51'38" W a distance of 9.99 feet;  
thence S 00°09'52" E a distance of 224.76 feet;  
thence N 89°42'51" W a distance of 46.79 feet to the Point of Beginning,

containing 12,705.15 square feet as described herein and as depicted on Exhibit "B" attached hereto and incorporated herein by reference.

EXHIBIT "B"



- A = S89°50'08" W 10.86
- B = N00°09'52" W 10.00
- C = N89°50'08" E 10.86

MESA COUNTY VALLEY SCHOOL DISTRICT NO.51  
 ORCHARD MESA MIDDLE SCHOOL  
 2736 C ROAD  
 WATERLINE EASEMENT AREA = 12705.15 SQ.FT.

2945-243-00-943

DRAWN BY: SRP  
 DATE: 5-13-97  
 SCALE: 1" = 60'  
 APPR. BY: TW  
 FILE NO: MESA51.DWG

EASEMENT DESCRIPTION MAP  
 WATER LINE EASEMENT - ORCHARD MESA MIDDLE SCHOOL

DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 CITY OF GRAND JUNCTION