

MWC00SBW

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: PUBLIC ROAD RIGHT-OF-WAY

NAME OF PROPERTY OWNER OR GRANTOR: MUSEUM OF WESTERN COLORADO, INC., A  
COLORADO NON-PROFIT CORPORATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): VACANT LAND, SOUTH  
BROADWAY

PARCEL NO.:

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 2000

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

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**EASEMENT DEED AND AGREEMENT**

This EASEMENT DEED AND AGREEMENT ("Agreement") made, effective as of December 4, 1999, by and between **THE MUSEUM OF WESTERN COLORADO, INC.**, a Colorado non-profit corporation, of 4th & Ute, Grand Junction, CO 81501, hereinafter referred to as "Grantor," and **THE CITY OF GRAND JUNCTION**, a Colorado municipality, of 250 North 5th Street, Grand Junction, CO 81506, hereinafter referred to as "Grantee."

The parties agree as follows:

**SECTION ONE  
CONVEYANCE OF EASEMENT**

Grantor, for and in consideration of good and valuable consideration, hereby grants and conveys to Grantee an easement as more particularly described on Exhibit "A" attached hereto free from all current and subsequent real property taxes and assessments, subject to restrictions and reservations of record over and across the property of Grantor as described in Exhibit "A." The easement is and shall be perpetual and nonexclusive.

**SECTION TWO  
DESCRIPTION OF EASEMENT**

An easement over and across the property of Grantor for the use and benefit of Grantee, their employees, agents and contractors, or any of their successors in title. The easement is for the sole and exclusive purpose of installation and maintenance of utilities, construction and maintenance of public road right of way, slope maintenance and incidental benefits and use for public purposes.

**SECTION THREE  
CONDITIONS**

- (a) Grantee shall not fence or otherwise obstruct the easement;
- (b) Grantee shall promptly repair any damage it shall do to Grantor's real property;
- (c) Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by the exercise of the rights granted herein or by any wrongful or negligent act or omission of Grantee or of their agents in the course of their employment;
- (d) Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument.

**SECTION FOUR  
EASEMENT TO RUN WITH LAND**

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

**SECTION FIVE  
NOTICES**

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each property owner as set forth in the records of the Mesa County Assessor. Notice to the City shall be sent to 250 N. 5th Street, Grand Junction, CO 81501, with a copy to the City Attorney at the same address.

**SECTION SIX  
GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. The rule of strict construction does not apply to this instrument. This Easement Deed shall be given a reasonable construction in light of the intention of the parties to provide public road right of way and installation of public utilities.

**SECTION SEVEN  
ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

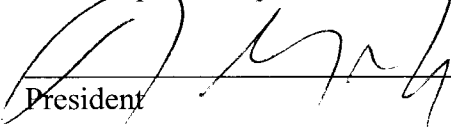
**SECTION EIGHT  
MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to the Agreement has caused it to be executed as of the date and year first above written.

"GRANTOR"

THE MUSEUM OF WESTERN COLORADO, INC.,  
a Colorado non-profit corporation

By:   
President

(Signatures continued on page 3)

(Signatures continued from page 2)

"GRANTEE"

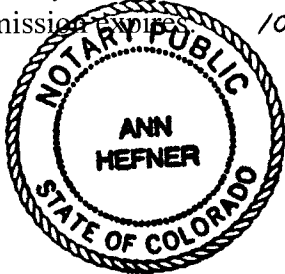
THE CITY OF GRAND JUNCTION, a Colorado municipality

By: [Signature]  
City Manager

STATE OF COLORADO )  
  ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, <sup>2000</sup>~~1999~~ by \_\_\_\_\_, the President of The Museum of Western Colorado, a Colorado non-profit corporation, Grantor.

WITNESS my hand and official seal.  
My commission expires: 10-9-01



[Signature]  
Notary Public

STATE OF COLORADO )  
  ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September 2000 by Kelly \_\_\_\_\_, City Manager, of the City of Grand Junction, a Colorado municipality, Grantee. Arnold

WITNESS my hand and official seal.  
My commission expires:



[Signature]  
Notary Public

My Commission expires:  
March 10, 2001

Exhibit "A"

## Tract 2

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), Section 26, Township 11 South, Range 101 West, of the Sixth Principal Meridian, whence the Northeast corner of said NE1/4 NW1/4 bears South 89 degrees 55 minutes 36 seconds East, a distance of 1335.46 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence South 00 degrees 50 minutes 21 seconds East, along the West line of the said NE1/4 NW1/4, a distance of 1329.57 feet, to the Southwest corner of said NE1/4 NW1/4; thence North 89 degrees 53 minutes 08 seconds East, along the South line of NE1/4 NW1/4, a distance of 124.00 feet; thence South 11 degrees 20 minutes 03 seconds East, a distance of 180.19 feet; thence along the arc of a curve to the right, having a delta angle of 05 degrees 22 minutes 37 seconds, with a radius of 325.00 feet, an arc length of 30.50 feet, a chord bearing of South 08 degrees 38 minutes 44 seconds East, and a chord length of 30.49 feet to the POINT OF BEGINNING; thence along the arc of a curve to the right, having a delta angle of 20 degrees 37 minutes 16 seconds, with a radius of 325.00 feet, an arc length of 116.97 feet, a chord bearing of South 04 degrees 21 minutes 13 seconds West, and a chord length of 116.34 feet; thence South 14 degrees 39 minutes 51 seconds West, a distance of 12.41 feet; thence South 30 degrees 36 minutes 23 seconds East, a distance of 35.04 feet, to a point on the Northerly right-of-way line of South Broadway; thence, along the said Northerly right-of-way line of South Broadway, South 75 degrees 59 minutes 46 seconds East, a distance of 18.15 feet; thence North 00 degrees 45 minutes 09 seconds West, a distance of 133.37 feet; thence along the arc of a curve to the left, having a delta angle of 10 degrees 34 minutes 53 seconds, with a radius of 345.00 feet, an arc length of 63.72 feet, a chord bearing of North 06 degrees 02 minutes 36 seconds West, and a chord length of 63.62 feet; thence North 11 degrees 20 minutes 03 seconds West, a distance of 5.55 feet; thence South 19 degrees 25 minutes 37 seconds West, a distance of 41.90 feet to the POINT OF BEGINNING.

Said parcel containing an area of 0.099 Acres, as described.

12/07/99