

PUR00AZC

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT (WATERLINE)**

PURPOSE: PURDY MESA WATER SYSTEM

NAME OF PROPERTY OWNER OR GRANTOR: MARTIN AZCARRAGA AND DONNA L. AZCARRAGA

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): WHITEWATER, COLORADO
PURDY MESA LIVESTOCK WATER COMPANY

PARCEL NO.: 2969-263-00-367
2969-353-00-321
2969-344-00-225

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2000

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

6 PAGE DOCUMENT -
RIGHT OF WAY AND EASEMENT AGREEMENT

THIS AGREEMENT and GRANT OF EASEMENT ("Agreement") is entered into this 15th day of June, 2000, by and between Martin Azcarraga and Donna L. Azcarraga ("Azcarraga" or "Owner") and Purdy Mesa Livestock Water Company ("Water Company"). The Owner and the Water Company may be referred to collectively as the "Parties," or singularly as a "Party."

The Water Company has a contract with the City of Grand Junction ("City") whereby it is expected that the City will purchase and operate the Water Company's water system, including the portion that crosses Owner's lands. Thus, while the City is not a party, it is an intended beneficiary of this Agreement if it purchases the water system from the Water Company. In consideration of the Water Company's current operation of the water system, and the possible future City operation of a water distribution system which will benefit Owner, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Owner hereby grants to the Water Company, its successors, transferees, grantees and assigns, a twenty foot (20.0') wide perpetual right of way and easement (sometimes referred to herein as "Right-of-Way and Easement" or "Easement") centered on the center of the existing Water Company pipeline to access, construct, operate, maintain, inspect, repair, and remove said underground water pipeline and such associated meters, valves and other appurtenances necessary or convenient to construct, operate, maintain, inspect, repair and remove said underground water pipeline (hereinafter collectively the "Water System") together with the right of ingress and egress for such purposes. The existing underground water pipeline is generally located as shown on **Exhibit A**, which is an aerial photograph of land including the property of Owner.

2. The affected real estate, referred to as the "Property," situated in Mesa County, Colorado, is identified by the County Assessors tax parcel number: 2969-26300-361 2969-353-00-321

3. Azcarraga took title to the Property by the deed recorded in book 21068 at page(s) 2 of the County Clerk's records.

4. The Property consists of approximately 360 acres.

5. Meters, valves, fittings, and other appurtenances may be installed and maintained above ground within the easement, and are included within the term "Water System;" however, to the extent reasonable and practicable, as determined by the Water Company, appurtenances of the Water System will be installed and maintained below the surface of the ground.

6. Owner may fully use and enjoy the Property except for the purposes reserved to the Water Company and granted herein; provided, however, no building, pond, reservoir or obstruction of a permanent nature shall be constructed upon, or across the Right-of-Way and Easement without the Water Company's prior written consent. Owner shall give notice to the Water Company in any event prior to any excavation on the Property and shall observe the requirements for notice, as required by § 9-1.5-103 *et seq.*, C.R.S., or any equivalent successor law, in order that damage to the Water System will be avoided.

BOOK 3101 PAGE 203
2062540 06/24/02 1011AM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$30.00
DOCUMENTARY FEE \$EXEMPT

7. Azcarraga shall not act or fail to act in such a manner as to damage, rupture or break any portion of the Water System.

8. Notwithstanding the language in section 6, the easement may be fenced but only if in a manner customary to an agricultural use of the Property; however, the Owner shall construct and maintain any such fence with gate(s) to afford the Water Company reasonable vehicular access to the right of way and easement for purposes of construction, operation, maintenance, inspection, repair and/or removal of the Water System. For example, Owner shall not lock a gate limiting direct and ready access to any portion of the Right-of-Way and Easement without first delivering a key to the Water Company.

9. If, after the City owns the Water System, thereafter the City fails to make use of the underground pipeline for a period of twenty-four consecutive months, Owner may give a written notice, certified receipt requested, thereof to the City Manager and if the City does not commence or re-commence use of the underground pipeline within 30 days of receipt of the notice, the easement shall be deemed abandoned. The City may abandon any portion of the Water System in place on the Property.

10. This Agreement shall bind and inure to the benefit of the respective heirs, lessees, licensees, successors and assigns of Water Company and Owner; specifically, the City of Grand Junction, if it purchases all or a portion of the Water System from the Water Company, shall inure to this easement and right of way and be a beneficiary and grantee hereof.

11. The rights, title, benefits and the right-of-way and easement herein granted to the Water Company may be assigned together or separately and in whole or in part to any other person, firm or corporation for the same purposes.

12. In the event that the City does not purchase the Water System on or before January 1, 2010, this Agreement and the Right of Way and Easement granted herein shall terminate; however, any such termination of this Agreement and the Right-of-Way and Easement shall not affect existing easements and rights.

13. This Agreement as written covers all of the agreements and stipulations between the Parties. There are no representations or statements, oral or written, that have been made modifying, adding to or changing the terms hereof.

IN WITNESS WHEREOF, Water Company and Owner have caused this Agreement and Grant to be executed on the date first above written.

WATER COMPANY

Address:

By: Robert A. Black

x Martin Azcarraga
Martin Azcarraga

58174 OE Road, Collbran, CO 81624

Book 3101 Page 205

Date: _____

Donna L. Azcarraga

Donna L. Azcarraga
58174 OE Road, Collbran, CO 81624

Date: 6-15-2000

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 15 day of June, 2000
by MARTIN AZCARRAGA

Witness my hand and official seal:



Robin D. Blewend
Notary Public

My Commission expires: 6-12-2001

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 15 day of June, 2000
by DONNA L. AZCARRAGA

Witness my hand and official seal:



Robin D. Blewend
Notary Public

My Commission expires: 6-12-2001

Cola

Exhibit "A"

BOOK 3101 PAGE 206

12 - 8 - 77

265-202

GAY JOHNSON

METTER



John Whiting
Gay Johnson ✓

EASEMENT

Book 3101 Page 207

1441229 DGC EXEMPT 01:16 PM
JAN 05, 1987 E. SAWYER, CLK & REC MESA CTY, CO
BOOK 1620 PAGE 947

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereinafter called GRANTOR (whether one or more) in consideration of ONE DOLLAR in hand paid does hereby grant and convey unto Purdy Mesa Livestock Water Co., a Colorado corporation, GRANTEE, an easement for the purpose of construction, maintaining, operating, repairing an underground water pipeline together with necessary fixtures and equipment as the same is presently constructed on and through the following described lands in Mesa County, Colorado, to-wit:
T 35, R 2 E, Ute Meridian

Section 3: NW/NW
Section 4: NE/NE

Said pipeline was constructed with the consent of the undersigned and is shown on a aerial photograph of the lands above-described, or a part thereof, which photograph was taken subsequent to the construction of said pipeline.

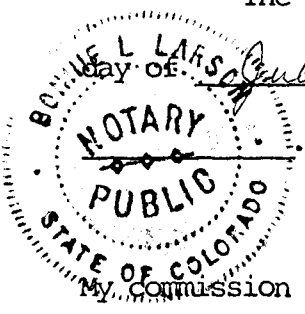
Dated: 7-24-78

Lucille Johnson
Gay Johnson

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 24th

July, 1978, by Lucille Johnson and Gay Johnson



My commission expires: 9-18-79

Bonnie L. Lars
Notary Public

Recorder's Note: Poor Legability On Document Provided For Recording

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265-202

