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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT (WATERLINE)

PURPOSE: PURDY MESA WATER SYSTEM

NAME OF PROPERTY OWNER OR GRANTOR: JOHN L. WHITING

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 100 WHITING ROAD, WHITEWATER, COLORADO PURDY MESA LIVESTOCK WATER COMPANY

PARCEL NO.: 2969-344-00-359

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2000

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE



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2062523 06/24/02 1011AM Monika Todd Clk&Rec Mesa County Co RecFee \$65.00 Documentary Fee \$Exempt

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made and given as of August 30	2000 , X99 X, from
JOHN L. WHITING	***************************************
whose address is 100 Whiting Road, Whitewater, CO 81527 the City of Grand Junction, a Colorado home rule city, 250 North 5th Street,	
Colorado 81501 (the "City").	orana rumonom,

RECITALS

The City owns a domestic water system in Mesa County, Colorado. The City desires to operate and maintain a portion of its water system on, over, under and across real property owned by Grantor, and Grantor agrees to grant an easement for such purposes to the City, on the terms set forth in this Grant.

NOW, THEREFORE, this Grant is made as follows:

- 1. As used in this Grant, the following terms have the following meanings:
- A. The "Grantor's Property" means the real property described on Exhibit A, owned by Grantor and located in Mesa County, Colorado.
- B. The "Centerline" means location of the existing water pipeline under and across the Grantor's Property. The approximate location of the Centerline is shown on the aerial photograph attached hereto as Exhibit B.
- C. The "Purdy Mesa System" means the portion of the City's domestic water system which serves domestic water to the Purdy Mesa area and other areas around Whitewater, Colorado.
- D. The "Facilities" mean water transmission and distribution lines and appurtenant facilities such as valves and meters owned by the City and used in connection with the Purdy Mesa System.
- 2. For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grant, sells, and conveys to the City appermanent easement (the "Easement") on, over, under and across the Grantor's Property. The Easement shall be twenty (20) feet in width, located ten (10) feet on each side of the Centerline. The Grantor further grants, sells, and conveys to the Cityntack gight of ingress and egress along a reasonable route or routes across Grantor's Property for access to the Easement, and the right of ingress and egress along and upon the Easement, for exercising the rights for which the Easement is granted. In exercising such access rights, the City shall use existing roadways on Grantor's Property whenever possible, and shall use its best efforts to avoid damaging any of Grantor's crops outside of the easement area.
- 3. The Easement shall be for the purpose of operating, maintaining, repairing, altering, replacing, and reconstructing the Facilities located on Grantor's Property. All Facilities constructed and installed on Grantor's Property shall be located within the Easement.
- 4. Grantor shall have the right to cultivate the area of the Easement, and to otherwise use and occupy the area of the Easement for purposes which are consistent with rights granted to the City in this Grant and which will not interfere with or endanger the Facilities in the Easement. Without limiting the generality of the foregoing, Grantor shall not (a) place any obstructions within the area of the Easement which could interfere with the normal operation, repair and maintenance

of the Facilities; or (b) construct any permanent buildings or structures or impound any water in, over, on, or across the area of the Easement. The prohibitions of this paragraph shall not apply to any trees which exist in the Easement area on the effective date of this Grant, provided, however, that if any trees or other landscaping in the Easement area should, in the future, unreasonably interfere with the ability of the City to operate, maintain, repair, or reconstruct the Facilities, the City shall be privileged to trim or, if absolutely necessary, remove such trees or landscaping.

- 5. The City will install and construct the Facilities in accordance with good engineering practices. Except when good engineering practices require otherwise, any pipelines installed through tillable land in the Permanent Easement will be buried at least US inches below the surface of the ground. Any excavations made in the area of the Easement shall be promptly backfilled, and the surface shall be graded as closely as possible to original or design grade conditions. The top DS inches of pipeline trench excavation shall be replaced with topsoil removed and stockpiled from such excavation.
- 6. All Facilities constructed in the Permanent Easement shall be constructed and maintained in good repair at the expense of the City and shall remain the property of the City removable or replaceable at its option.
- 7. Grantor reserves to Grantor and Grantor's heirs, successors and assigns the right to grant easements and licenses to others over, under, along or across the Easement area, provided that no such easement or license (or use thereof) shall unreasonably interfere with the City's use of the Easement for the purposes described herein. Grantor reserves the right to use said easement for other water lines, telephone line(s), gas line(s) power line(s), cable TV or other audio visual medium.

 8. The Easement and other rights granted to the City in this Grant shall be permanent

8. The Easement and other rights granted to the City in this Grant shall be permanent and perpetual. This Grant inures to the benefit of and is binding upon the parties and their heirs, successors, grantees, and assigns.

9. This Grant of Easement replaces and supersedes the Easement recorded in Book 1620 at Page 9650f the records of Mesa County (the "Existing Easement"). Upon the recording of this Easement in the records of Mesa County, the Existing Easement shall terminate and be of no further force and effect.

IN WITNESS WHEREOF, Grantor has executed this Grant as of the date set forth above.

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GRANTOR:				
John L. WHITING	Rig			
` .	**************************************	**************************************		ana, and the control of the party
STATE OF COLORADO)) ss.			
COUNTY OF MESA)			
The foregoing instrum		edged before me t	his 30th day of Aug	gust ,
WITNESS my hand a My Commission Exp		1, 2001	TX \	X de la la

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Exhibit A

TO GRANT OF EASEMENT DATED AUGUST 30, 2000

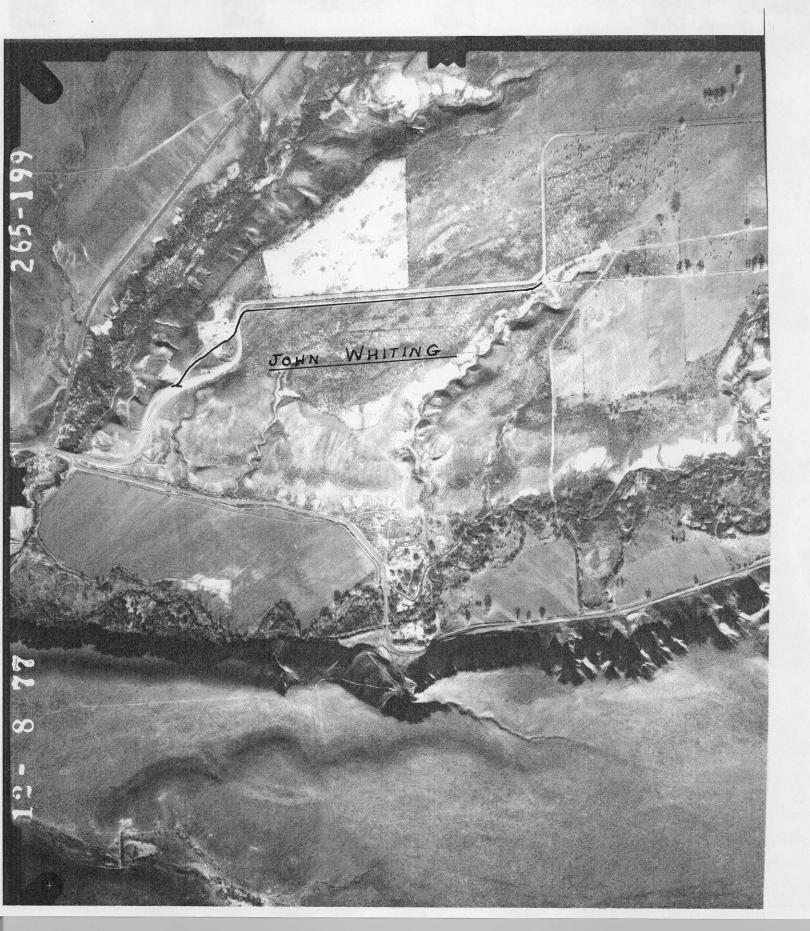
PROPERTY DESCRIPTION:

Land located in Mesa County, Colorado, to wit:

CENTERLINE DESCRIPTION

Said centerline is shown on attached aerial photographs marked Exhibit "B-1", "B-2", and "B-3"





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1441238 DOC EXEMPT 01:16 PM JAN 05,1987 E.SAWYER, CLKAREC MESA CT BOOK 1620 FAGE 965

EASEMENT

BOOK3101 PAGE117

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, a non-exclusive easement for the purpose of construction, maintaining, operating and repairing one as construction, with necessary fixtures and equipment, said non-exclusive easement to be feet in width, lying feet on each side of the following described centerline on land located in Mesa County, Colorado, to wit:

- A. CENTERLINE DESCRIPTION
- B. Said centerline is shown on attached aerial photograph.

Both parties reserve the right to survey the existing water line and to record a more accurate description, which surveyed description shall take precedence over the description shown on the aerial photograph.

Grantors reserve the right to fence along or across said easement, to use the surface of the land covered by easement. Grantee shall not assign nor convey any of its rights to said easement to any third party. Grantors are under no obligation of maintenance and Grantee shall not be entitled to extend any pipeline from said easement without Grantors permission and consent in writing. When repairing or maintaining the water line, Grantee will pay reasonable compensation to Grantor for damages incurred. If any orchard trees are removed by Grantee, Grantor shall be

-compensated for the loss of the trees and loss of future
- carnings from trees removed by Crantee.

Dated:	1/;	23/	80	:
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BOOK 1620 PAGE 966

STATE OF COLORADO)
) ss.
COUNTY OF M E S A)

The foregoing instrument was acknowledged before me

this 23 day of January

, 1980, by

PA. D. Bredleny.

Witness my hand and official seal.

My commission expires: May 24, 1980

1ay 04, 1480

Patricia Susan Donnell Notary Public

OTARY PORTAGE OF CO. OR.

John Wh. 4029

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Book3101 Page119

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Dated: 1/23/80

HOOK 1620 PAGE 966

STATE OF COLORADO)

COUNTY OF M E S A)

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this 23 day of January, 1980, by

and forethe hi (alicen

Witness my hand and official seal.

My commission expires: May 24, 1980

Patricia Susan Ov.

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Recorder's Note: Poor Legability On Document Provided For Recording BOOK 1620 PAGE 967



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