

PUR00WHI

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

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made and given as of August 30, ~~199X~~ ²⁰⁰⁰, from

JOHN L. WHITING

whose address is 100 Whiting Road, Whitewater, CO 81527 ("Grantor") to the City of Grand Junction, a Colorado home rule city, 250 North 5th Street, Grand Junction, Colorado 81501 (the "City").

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 a permanent 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 City ~~the~~ right 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

* non exclusive

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"

Exhibit "B-1"

BOOK 3101 PAGE 114

12 - 8 77

265-193

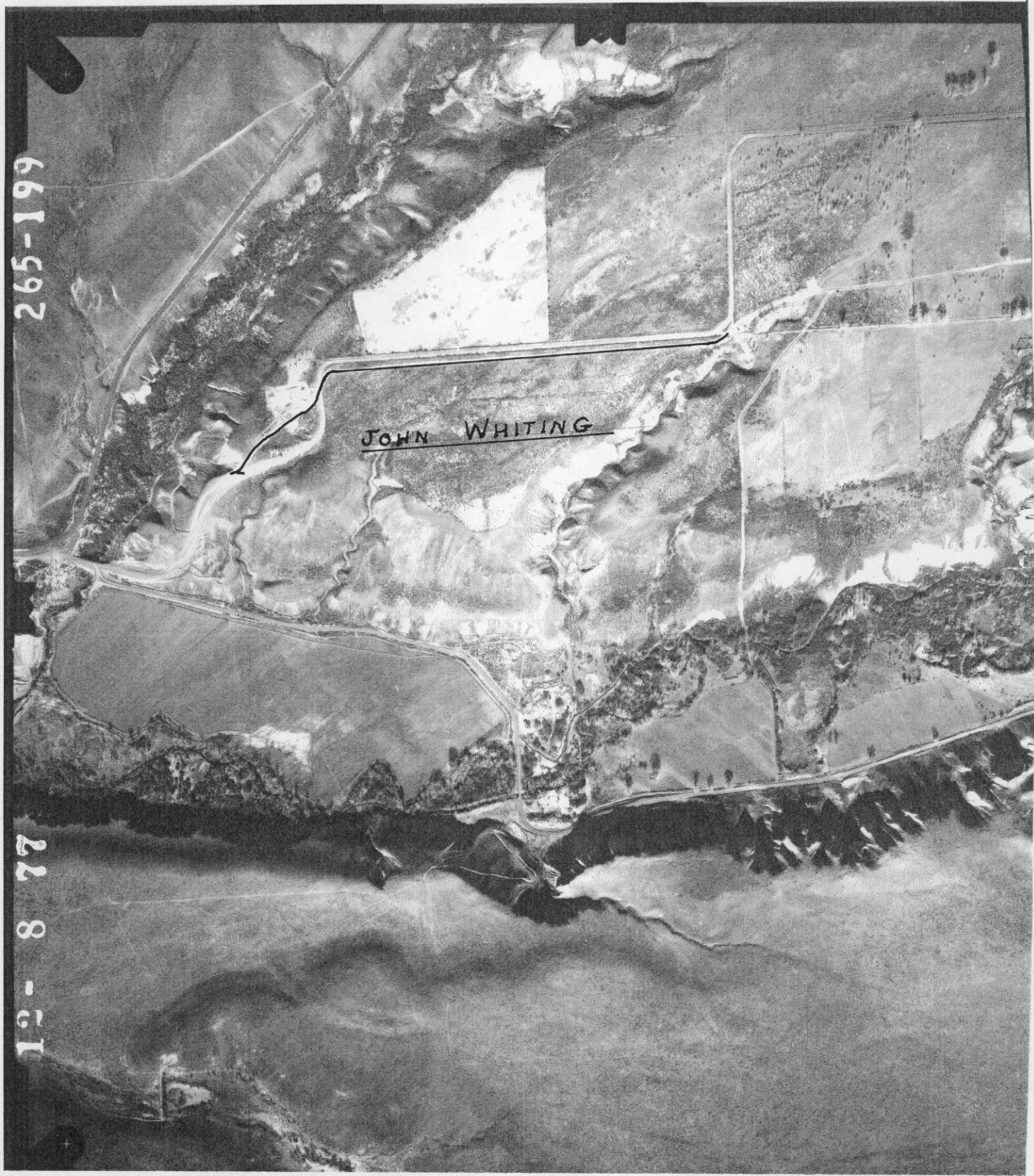
METER

JOHN WHITING



Exhibit "B-2"

BOOK 3101 PAGE 115



265-199

12-877



265-200

JOHN WHITING

KODAK SAFETY FILM

E A S E M E N T

Book 3101 Page 117

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 underground water line together with necessary fixtures and equipment, said non-exclusive easement to be ^{AS CONSTRUCTED JFW} ~~15~~ ^{30 JFW} feet in width, lying ^{10 JFW} ~~10~~ 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.

^{JFW} ~~If any orchard trees are removed by Grantee, Grantor shall be compensated for the loss of the trees and loss of future earnings from trees removed by Grantee.~~

John W. Fozz

1441238 DOC EXEMPT 01:16 PM
JAN 05 1987 E.SAWYER, CLK&REC MESA CTY, CO
BOOK 1620 PAGE 965

E A S E M E N T

Book 3101 Page 119

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 underground water line together with necessary fixtures and equipment, said non-exclusive easement to be ^{30 feet} ~~25~~ feet in width, lying ^{10 feet} ~~15~~ 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 earnings from trees removed by Grantee.~~

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

BOOK 3101 PAGE 122

BOOK 1620 PAGE 967

265-199

22-8-77

JOHN WHITING





265-200

10-8-77

KODAK SAFETY FILM

KODAK SAFETY FILM