

PUR99SPB

TYPE OF RECORD: PERMANENT

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

PURPOSE: PURDY MESA WATER SYSTEM

NAME OF PROPERTY OWNER OR GRANTOR: STEVEN P. BONNELL

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 4000 KANNAH CREEK ROAD, WHITEWATER, COLORADO - PURDY MESA LIVESTOCK WATER COMPANY

PARCEL NO.: 3203-011-00-167 - THIS IS THE CLOSEST PARCEL THAT CAN BE FOUND

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

7 PAGE DOCUMENT2062533 06/24/02 1011AM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$35.00
DOCUMENTARY FEE \$EXEMPT**Purdy EASEMENT**
GRANT OF EASEMENTTHIS GRANT OF EASEMENT is made and given as of 12-26, 1999, fromSteven Bonnellwhose address is 4000 Kanab Cr. Rd ("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

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 48 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 18 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.

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 NA at Page NA of 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.

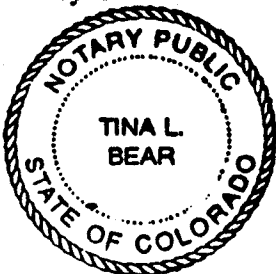
GRANTOR:

Steven P. Bennell

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 27th day of December, 1999 by Steven P. Bennell

WITNESS my hand and official seal.
My Commission Expires: 06/04/03



Tina L. Bear
Notary Public

June 14, 2002

As City Clerk for the City of Grand Junction, I have hereby inserted NA for the Book and Page number of the previous easement, referred to in Item #9 on the Grant of Easement relative to the Purdy Mesa Livestock Water Company waterline dated December 26, 1999, as the original easement was not recorded.

Stephanie Tuin
Stephanie Tuin, CMC
City Clerk

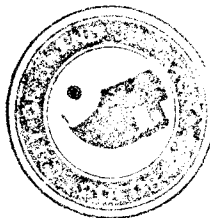


Exhibit A

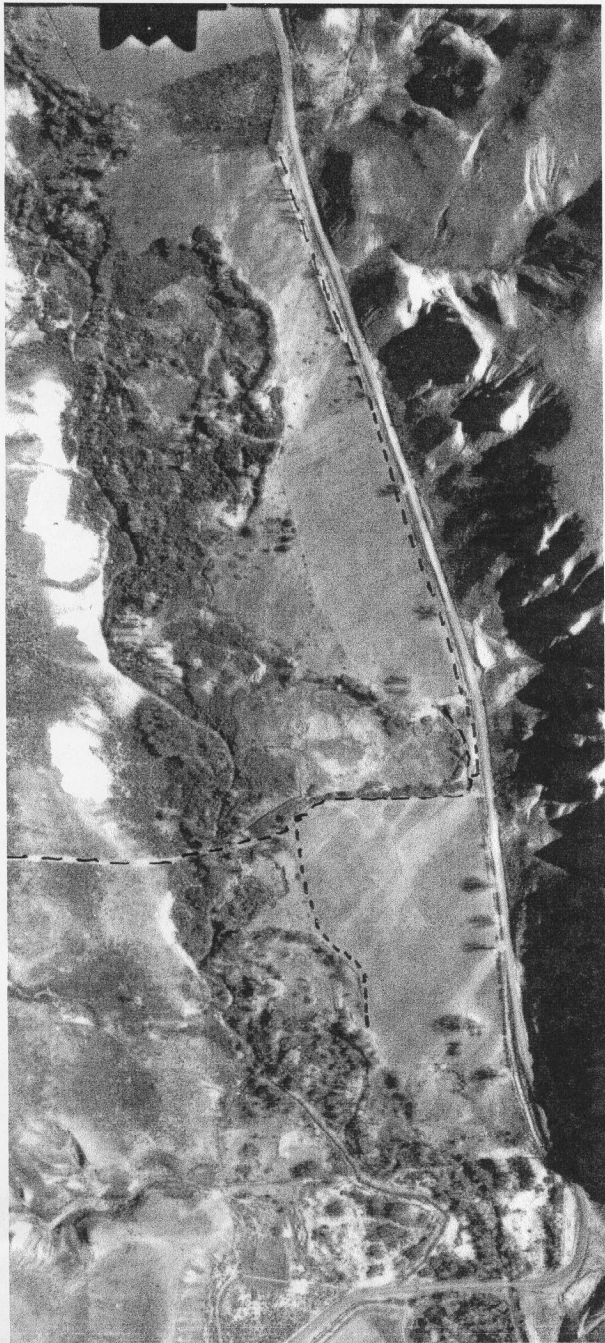
TO GRANT OF EASEMENT DATED DECEMBER 26, 1999

PROPERTY DESCRIPTION:

Land located in Mesa County, Colorado, to wit:

Part of Lot 4, Sec. 1 Township 3 South, Range 2 East Ute P.M. and
part of the S.W. $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 36, T. 2. S., R. 2. E., Ute P.M.
also Part of Lot 3 and Lot 2

Mesa County, Colorado



New line west of old line along Bottom of Field approx. 1000

New line East a Long Kannel Cr. Road app. 2500' at East Part

Sten Kannel

8-8-98

Exhibit "B"

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, hereinafter called GRANTEE, a non-exclusive easement for the purpose of construction, maintaining, operating and repairing one underground water line as constructed together with necessary fixtures and equipment, said easement to be 20 feet in width, lying 10 feet on each side of the following described centerline on land located in Mesa County, Colorado, to wit:

A. PROPERTY DESCRIPTION

Part of Lot 4, Sec. 1 Township 3 South, Range 2 East Ute P.M., and part of the SW 1/4 SW 1/4 of Sec. 36, T. 2 S., R. 2 E. Ute P.M., Mesa County, Colo. Also Part of Lot 3 and Lot 2

B. CENTERLINE DESCRIPTION IS SHOWN ON THE 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 contained herein.

Grantors reserve the right to fence along or across said easement and 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, the Grantee shall restore the area of operations to the original condition as closely as possible and shall pay reasonable compensation for unavoidable damages. Grantee shall have full right of ingress and egress to the easement.

Dated: 8-11-99

Steven P. Bonnell
Janise L. Bonnell

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 11th day of August, 1999, by Steven P. Bonnell and Janise L. Bonnell.

Witness my hand and official seal.

My commission expires: 5/22/2000



Kath S. Hemmer
Notary Public



New line west of old line along Bottom of Field approx. 1000'
New line East a Long Kaneohe Cui Road app. 2500' at Ease Nat

Steve Burrell

8-8-98