

RED04BWY

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT (QUITCLAIM)

NAME OF PROPERTY OWNER OR GRANTOR: REDLANDS WATER AND  
POWER COMPANY, INC.

PURPOSE: PUBLIC TRAILS EASEMENT FOR THE FOR  
THE USE AND BENEFIT OF THE GENERAL PUBLIC ALONG SOUTH  
BROADWAY

ADDRESS: 2210 SOUTH BROADWAY

PARCEL NO: 2945-182-13-948  
2945-182-13-946

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

EXPIRATION: NONE

DESTRUCTION: NONE

WHEN RECORDED PLEASE RETURN TO:

City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

BOOK 3536 PAGE 259

2161618 11/25/03 1256PM  
JANICE WARD CLK&REC MESA COUNTY CO  
REC FEE \$55.00 SURCHG \$1.00  
DOCUMENTARY FEE \$EXEMPT

**GRANT OF PUBLIC TRAILS EASEMENT**

Redlands Water and Power Company, Inc., a Colorado non-profit corporation, Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, conveyed and QUIT CLAIMED, and by these presents does hereby remise, release, convey and QUIT CLAIM unto the City of Grand Junction, a Colorado home rule municipality, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, two (2) Public Trail Easements for the use and benefit of Grantee and, as determined by Grantee, for the use and benefit of the general public, as non-exclusive Easements for public pedestrian walking, bicycling and other non-motorized purposes, as authorized by said Grantee, on, along, over, through and across the following described premises, to wit:

**See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.**

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the reasonably necessary right of ingress and egress for workers and equipment, including motorized equipment and ordinary vehicles customarily used by Grantee in the maintenance and/or repair of other such easements and trails, to survey, maintain, operate, improve, repair and use said Easements, and, to remove objects interfering therewith, including the trimming of trees and bushes as may be necessary to permit the operation of standard construction, subject to the terms and conditions contained herein. Grantee shall not assign, sell, transfer, convey or otherwise encumber the property interest granted hereby except to another public entity, or a private entity which shall own and operate this Easement for the same public uses and benefits, without the prior written permission of Grantor which shall not be unreasonably withheld.

1. The easements herein granted shall include the right to enter upon the easement premises to construct, install, operate, maintain and repair recreational trails facilities, including, but not limited to, the installation, operation, maintenance, repair and replacement of asphalt, concrete and other permanent surface improvements, together with signs, markers, fences and other appurtenances, and shall include the right to enter said easement premises with workers and equipment to properly maintain the same. Any public trail, path, sidewalk or similar improved surface ("trail") shall be constructed within the Easements and shall not exceed ten feet (10') in width; any such trail shall be constructed in accordance with the specifications for public trails as set forth in the City of Grand Junction adopted codes and requirements. The Grantee shall request Grantor's approval, which approval shall not be unreasonably withheld, as to the number and location of any signs and markers within the Easements. In no event shall more than two (2) public, informational signs or markers be placed within each of the Easements without Grantor's prior written consent. Grantee agrees that it shall relocate such approved signs and markers placed within the Easements upon the request of Grantor or its assigns in the event the initial location of such signs or markers shall interfere with future uses and accesses to adjacent properties.

2. Utilization of the Easements by the general public shall be confined to the limits of the improved trail surfaces and shall be limited and restricted to non-motorized methods of transportation, except that persons with disabilities may travel upon the trail surfaces with motorized wheelchairs; provided, however, that Grantee and emergency services providers (fire, police and ambulance) shall be authorized to access the Easements with motorized maintenance equipment and emergency services vehicles for the purposes of providing emergency services and for the purposes installing, maintaining and repairing improvements on, along, over, under, through and across the Easement areas.

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3. Grantor hereby covenants with Grantee that the Easement areas shall not be burdened or overburdened by the installation, construction or placement of any structures or any other items or fixtures which might be detrimental to the use and maintenance of the Easements by Grantee and the general public or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement areas. Grantee acknowledges that: (i) Grantor maintains certain existing water and power infrastructure within and adjacent to the Easements; (ii) that Grantee, with respect to Lot 1 of the Redlands Water & Power Subdivision, has historic access which intersects the Easement and has obtained City of Grand Junction Community Development Department approval for the development of a defined access point for the purposes of ingress and egress upon the development of Lot 1; and (iii) Grantor, or its successors and assigns, shall be entitled to a minimum of two (2) vehicle access crossings of the Easement with respect to Lot 2 of the Redlands Water & Power Subdivision. Grantee agrees that it shall not object to or interfere with the maintenance or establishment of the foregoing described uses within the Easements, and that it shall cooperate with Grantor, its successors and assigns, with respect to the proper locations for such future access points. Grantor, its successors and/or assigns shall be responsible for the repair and/or reconstruction of such sections of the public trail facilities and related appurtenances within the Easements which are affected by the development of future access roads and trail crossings or other private uses within the Easements.

4. Grantee's work and all acts of installing, operating, maintaining, repairing and replacing trails facilities and related appurtenances within the Easements shall be performed with due care using commonly accepted standards and techniques. Grantee shall be solely and exclusively responsible for all costs associated with the planning, permitting (including U.S. Army Corps of Engineers wetlands permitting requirements), surveying, construction, maintenance and repair of the public trails within the Easements, as well as all landscaping, trash removal and maintenance in the areas directly adjacent to or affected by the public's use of the Easements. In particular, Grantee shall use all reasonable efforts to minimize wetlands disturbance within the Easements both during and after construction of the trails facilities. Grantee shall take reasonable steps to stabilize the soils and to revegetate areas impacted by the construction and operation of the trails facilities within the Easements. No disturbance to lands outside the Easements as described upon Exhibit A and Exhibit B hereto shall be permitted.

5. Grantee shall indemnify and hold Grantor, its successors and assigns harmless from and against any claims, suits, judgments, losses, damages, costs, expenses (including, without limitation, reasonable legal fees and disbursements), fines and penalties resulting from the use of the Easements by Grantee or the general public, except those caused by the gross negligence or willful misconduct of Grantor or Grantor's employees, invitees, agents and/or contractors. To the extent legally permissible, Grantee shall provide Grantor, its successors and assigns comprehensive liability protection as against third party claims and shall undertake such steps as are reasonable and available to identify the burdened property owners as additional named insureds on the Grantee's certificates of insurance.

6. By acceptance of the property rights granted hereby, Grantee agrees that time is of the essence with respect to the planning, permitting, approval, and construction of the physical public trails facilities. As additional consideration for the interest granted hereby, grantee agrees that, in addition to the timely development of the public trails facilities within the Easement, Grantee shall complete the connection of such public trail facility along South Broadway to the east boundary of Lot 1, Pumphouse Subdivision, ~~as shown by a mark on the attached Exhibit B.~~ Grantor agrees to cooperate regarding Grantee's efforts in such regard. In the event such public trails facilities are not constructed within five (5) years of this instrument's recordation in the office of the Mesa County Clerk and Recorder, and upon Grantor, or its successors or assigns, having given six months written demand to Grantee to complete such construction, and upon Grantee having failed to substantially complete such construction within said six month notice period, the Easements granted hereunder shall be deemed abandoned, whereupon all right title and interest therein shall be vested in the then-owners of the burdened real estate. Grantee agrees that in such event, and upon the written request of Grantor, its successors and/or



assigns, Grantee shall execute such further instruments, recordable in form, sufficient to extinguish said Grantee's interest in and to the Easements.

7. The parties hereto acknowledge that the City has applied to the United States Army Corps of Engineers ("Corps") for a Section 404 Wetlands Permit with respect to the construction of the Public Trails Easement and that, as of the date hereof, said application remains under review. Both Grantor and Grantee further acknowledge that each party by granting the Public Trails Easement and accepting the Public Trails Easement, respectively, has relied upon the preliminary analysis and approval of the descriptions set forth by Exhibit A and Exhibit B hereto by the Corps' local personnel. It is hereby agreed by and between the parties hereto that, in the event modification of the legal descriptions and configurations of the Public Trails Easement is required by the Corps as an element of its approval of the City's pending application, the parties shall amend this Grant of Public Trails Easement and the legal descriptions and depictions set forth by Exhibit A ("Easement Parcel 2") and Exhibit B (Sheets 2 of 4, 3 of 4, and 4 of 4) in order to ensure conformance between the Public Trails Easement and the Corps' approved location therefor. The City shall use good faith efforts with the Corps to preserve the same general location of the Easement set forth on Exhibit A and Exhibit B. In no event shall either party be required to amend or alter the legal description and depiction for that section of the Public Trails Easement which burdens Lot 1, Pumphouse Subdivision as set forth by Exhibit A ("Easement Parcel 1") and Exhibit B (Sheet 1 of 4). Grantee shall use its personnel to amend or alter the legal description and exhibits to conform to the Corps requirements as described herein, without cost to Grantor and shall be solely responsible for the recordation of any such subsequent modification to the legal description and depiction of the Public Trails Easement.

8. Grantee shall remove the existing fence, at its sole cost, between the South Broadway/Redlands Parkway right-of-way and Lot 2. Grantee shall replace said fence, at its sole cost, with a 4-strand barbless, twisted wire fence on the southern boundary of the Public Trails Easement granted herein. Grantor shall own and maintain the relocated fence.

Executed and delivered this 30<sup>th</sup> day of October, 2003.

Redlands Water and Power Company, Inc.,  
a Colorado non-profit corporation, Grantor:

Attest:

By: C. Allan Bugg  
President

By: Bobbie M. Strong  
Secretary

State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2003, by C. Allen Bugg as President and attested to by Bobbie M. Strong as Secretary of Redlands Water and Power Company, Inc., a Colorado non-profit corporation.


SUSAN J. OTTMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 11/02/2005  
County of Mesa

My commission expires 11/2/05.  
Witness my hand and official seal.

SUSAN J. OTTMAN  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 11/02/2005  
County of Mesa

[Seal]  
My Commission Expires 11/02/2005  
County of Mesa

  
\_\_\_\_\_  
Notary Public

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## EXHIBIT A

2945-182-13-948

Lot 1, Pumphouse Subdivision

A certain variable width easement lying within Lot Two of Section 18, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, being a portion of Lot 1, Pumphouse Subdivision, as same is recorded in Plat Book 15, Pages 222 and 223, Public Records of Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Northwest Corner of Lot 1, Pumphouse Subdivision, as same is recorded in Plat Book 15, Pages 222 and 223, Public Records of Mesa County, Colorado, and assuming the West line of Lot 1, said Pumphouse Subdivision bears S18°21'17" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 65°55'17" E along the North line of said Lot 1, being the South right of way for South Broadway, as shown on said Pumphouse Subdivision, a distance of 67.62 feet to a point being the beginning of a 90.00 foot radius non-tangent curve, concave Southeast, having a long chord bearing of S 42°22'19" W with a long chord length of 27.28 feet; thence 27.38 feet Southwesterly along the arc of said curve, through a central angle of 17°25'55" to a point of reverse curvature of a 110.00 foot radius curve, concave Northwest, having a long chord bearing of S 46°17'19" W with a long chord length of 48.12 feet; thence 48.51 feet Southwesterly along the arc of said curve, through a central angle of 25°16'09" to a point on the West line of said Lot 1, Pumphouse Subdivision; thence N 18°21'17" W along the West line of said Lot 1, Pumphouse Subdivision, a distance of 27.20 feet, more or less, to the Point of Beginning.

CONTAINING 0.0236 Acres (1,026.65 Sq. Ft.), more or less, as described.

Prepared by: Peter T. Krick  
Professional Land Surveyor for  
The City of Grand Junction

2945-182-13-946

Lot 2, Pumphouse Subdivision

A certain variable width easement lying within Lot Two of Section 18, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, being a portion of Lot 2, Pumphouse Subdivision, as same is recorded in Plat Book 15, Pages 222 and 223, Public Records of Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Northwest Corner of Pumphouse Subdivision, as same is recorded in Plat Book 15, Pages 222 and 223, Public Records of Mesa County, Colorado, and assuming the West line of Lot 2, said Pumphouse Subdivision bears N 00°24'00" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 87°13'35" E along the North line of said Lot 2, being the South right of way for South Broadway, as shown on said Pumphouse Subdivision, a distance of 17.19 feet to a point being the beginning of a 45.00 foot radius non-tangent curve, concave North, having a long chord bearing of S 76°30'43" E with a long chord length of 32.34 feet; thence 33.08 feet Easterly along the arc of said curve, through a central angle of 42°07'26" to a point of reverse curvature of a 335.00 foot radius curve, concave South, having a long chord bearing of S 84°24'57" E with a long chord length of 152.52 feet; thence 153.86 feet Easterly along the arc of said curve, through a central angle of 26°18'57" to a point of reverse curvature of a 65.00 foot radius curve, concave North, having a long chord bearing of N 81°23'17" E with a long chord length of 59.73 feet; thence 62.06 feet Easterly along the arc of said curve, through a central angle of 54°42'29" to a point of reverse curvature of an 85.00 foot radius curve, concave Southeast, having a long chord bearing of N 54°58'07" E with a long chord length of 2.77 feet; thence 2.77 feet Northeasterly along the arc of said curve, through a central angle of 01°52'10" to a point on the North line of said Lot 2, said point being 262.05 feet Easterly of, as measured along the North line of said Lot 2, from the Northwest corner of said Lot 2; thence S 87°13'35" E along the North line of said Lot 2 and the South right of way for South Broadway, a distance of 71.00 feet to a point being the beginning of a 490.00 foot radius curve, concave Northwesterly, having a long chord bearing of N 79°20'51" E with a long chord length of 227.55 feet; thence continuing along the South right of way for South Camp Trail, 229.65 feet Northeasterly along the arc of said curve, through a central angle of 26°51'08"; thence continuing along said South right of way, N 65°55'17" E a distance of 45.67 feet; thence departing said South right of way, N 76°37'18" E a distance of 26.18 feet to a point being the beginning of a 240.00 foot radius curve, concave North, having a long chord bearing of N 71°58'47" E with a long chord length of 38.84 feet; thence 38.89 feet Easterly along the arc of said curve, through a central angle of 09°17'01"; thence N 67°20'17" E a distance of 112.76 feet to a point being the beginning of a 490.00 foot radius curve, concave Northwest, having a long chord bearing of N 65°54'10" E with a long chord length of 24.55 feet; thence 24.55 feet Northeasterly along the arc of said curve, through a central angle of 02°52'14"; thence N 64°28'03" E a distance of 153.05 feet to a point being the beginning of a 90.00 foot radius curve, concave Northwest, having a long chord bearing of N 60°14'57" E with a long chord length of 13.24 feet; thence 13.25 feet Northeasterly along the arc of said

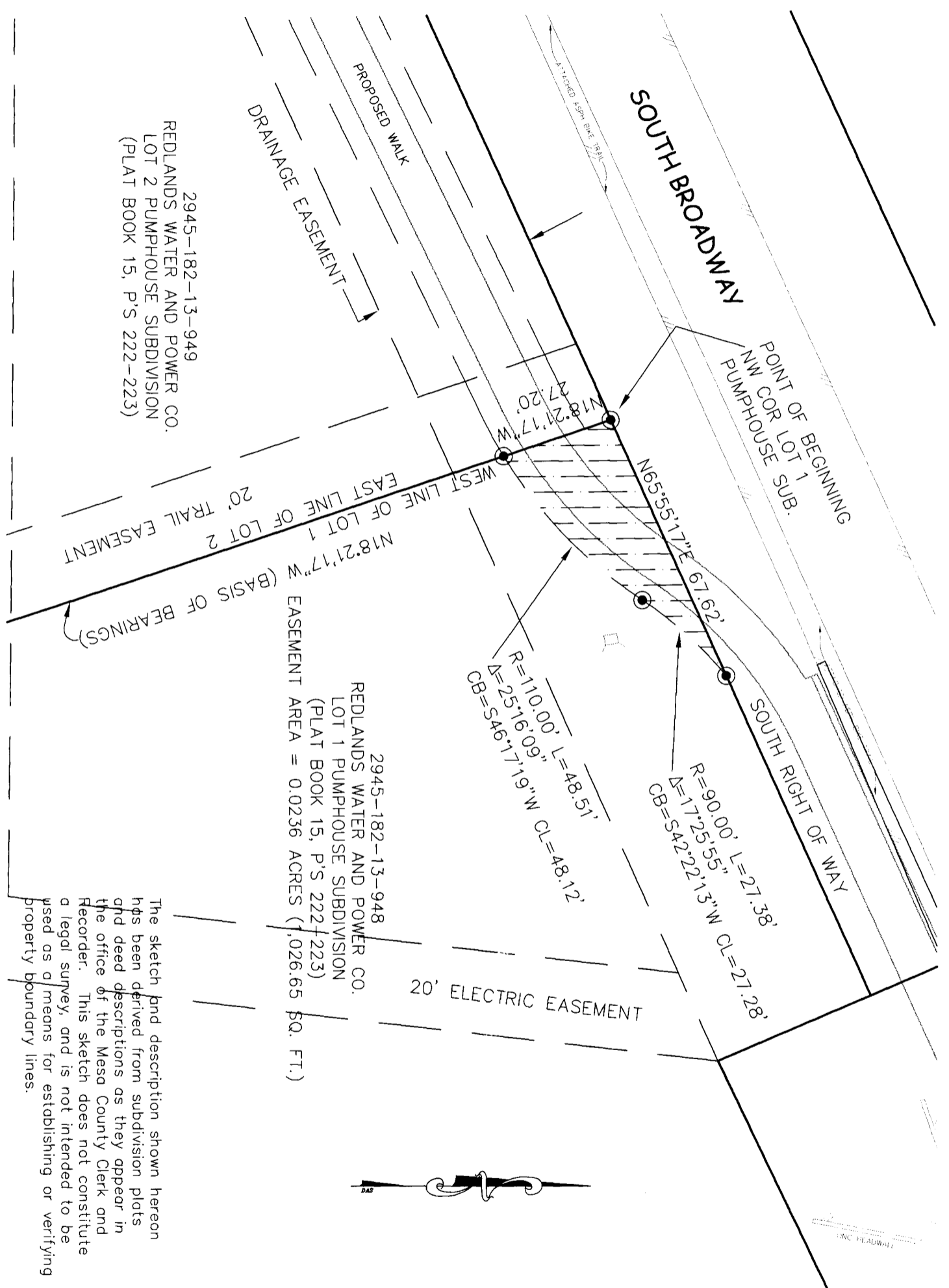
curve, through a central angle of  $08^{\circ}26'12''$  to a point on the East line of said Lot 2, Pumphouse Subdivision, lying  $S 18^{\circ}21'17'' E$  6.58 feet from the Northeast corner of said Lot 2, Pumphouse Subdivision; thence  $S 18^{\circ}21'17'' E$  along the East line of said Lot 2, Pumphouse Subdivision, a distance of 20.62 feet to a point being the beginning of a 100.00 foot radius non-tangent curve, concave Northwesterly, having a long chord bearing of  $S 61^{\circ}41'43'' W$  with a long chord length of 10.64 feet; thence 10.64 feet Southwesterly along the arc of said curve, through a central angle of  $05^{\circ}32'40''$ ; thence  $S 64^{\circ}28'03'' W$  a distance of 153.05 feet to a point being the beginning of a 510.00 foot radius curve, concave Northwest, having a long chord bearing of  $S 65^{\circ}54'10'' W$  with a long chord length of 25.55 feet; thence 25.55 feet Southwesterly along the arc of said curve, through a central angle of  $02^{\circ}52'14''$ ; thence  $S 67^{\circ}20'17'' W$  a distance of 112.76 feet to a point being the beginning of a 260.00 foot radius curve, concave North, having a long chord bearing of  $S 71^{\circ}58'47'' W$  with a long chord length of 42.08 feet; thence 42.13 feet Westerly along the arc of said curve, through a central angle of  $09^{\circ}17'01''$ ; thence  $S 76^{\circ}37'18'' W$  a distance of 162.03 feet to a point being the beginning of a 493.00 foot radius curve, concave Northwest, having a long chord bearing of  $S 84^{\circ}41'53'' W$  with a long chord length of 138.53 feet; thence 138.99 feet Southwesterly along the arc of said curve, through a central angle of  $16^{\circ}09'10''$ ; thence  $N 87^{\circ}13'35'' W$  a distance of 19.99 feet to a point being the beginning of a 65.00 foot radius curve, concave Southeast, having a long chord bearing of  $S 73^{\circ}24'15'' W$  with a long chord length of 43.12 feet; thence 43.95 feet Southwesterly along the arc of said curve, through a central angle of  $38^{\circ}44'25''$  to a point of reverse curvature of an 85.00 foot radius curve, concave North, having a long chord bearing of  $S 81^{\circ}23'17'' W$  with a long chord length of 78.11 feet; thence 81.16 feet Westerly along the arc of said curve, through a central angle of  $54^{\circ}42'29''$  to a point of reverse curvature of a 315.00 foot radius curve, concave South, having a long chord bearing of  $N 84^{\circ}24'57'' W$  with a long chord length of 143.41 feet; thence 144.68 feet Westerly along the arc of said curve, through a central angle of  $26^{\circ}18'57''$  to a point of reverse curvature of a 65.00 foot radius curve, concave North, having a long chord bearing of  $N 73^{\circ}18'42'' W$  with a long chord length of 53.42 feet; thence 55.05 feet Westerly along the arc of said curve, through a central angle of  $48^{\circ}31'27''$  to a point on the West line of said Lot 2, Pumphouse Subdivision; thence  $N 00^{\circ}24'00'' W$  along said West line, a distance of 12.86 feet, more or less, to the Point of Beginning.

CONTAINING 0.3429 Acres (14,936.41 Sq. Ft.), more or less, as described.

Prepared by: Peter T. Krick  
City of Grand Junction



EXHIBIT "B" SHEET 1 OF 4



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



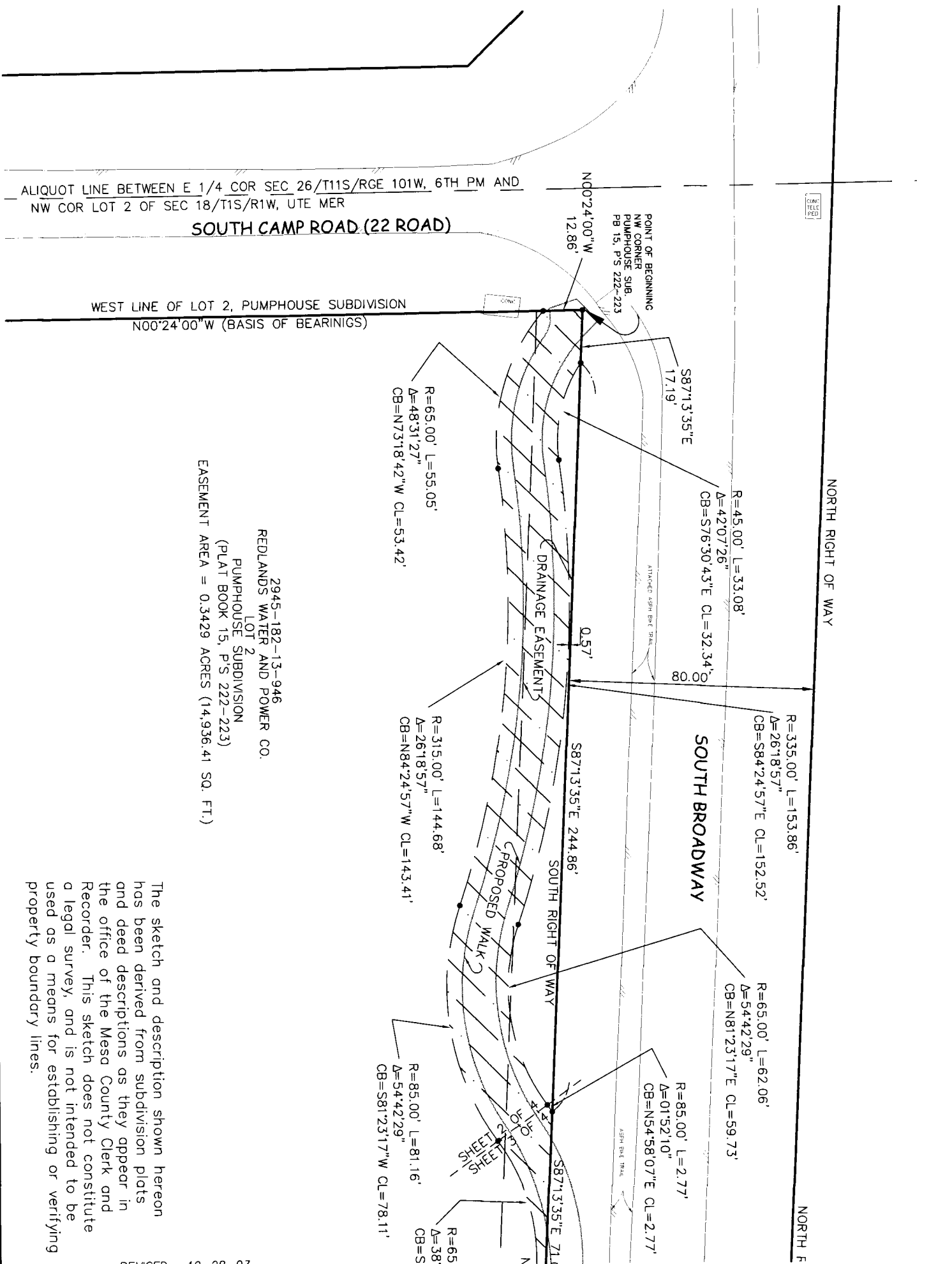
DRAWN BY: P.T.K.  
 DATE: 07-16-2003  
 SCALE: 1" = 30'  
 APPR. BY: TW

EASEMENT DESCRIPTION MAP  
 2945-182-13-948  
 REDLANDS WATER AND POWER CO.

DEPARTMENT OF PUBLIC WORKS  
 REAL ESTATE DIVISION  
 CITY OF GRAND JUNCTION

EXHIBIT "B"

SHEET 2 OF 4



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

REVISED: 10-28-03

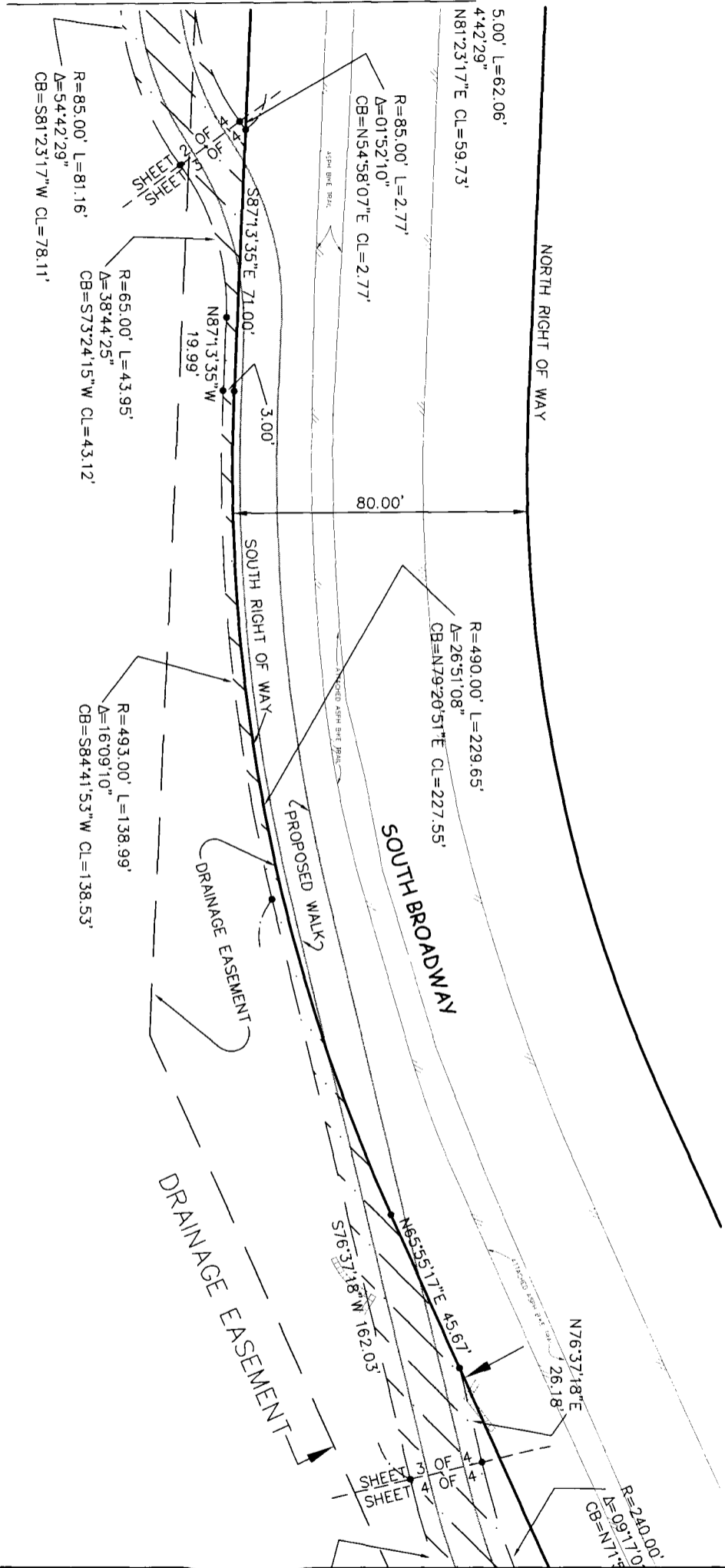
DRAWN BY: P.I.K.  
DATE: 07-16-2003  
SCALE: 1" = 40'  
APPR. BY: IW

EASEMENT DESCRIPTION MAP  
2945-182-13-946  
REDLANDS WATER AND POWER CO.

DEPARTMENT OF PUBLIC WORKS  
REAL ESTATE DIVISION  
CITY OF GRAND JUNCTION

EXHIBIT "B"

SHEET 3 OF 4



2945-182-13-946  
 REDLANDS WATER AND POWER CO.  
 LOT 2  
 PUMPHOUSE SUBDIVISION  
 (PLAT BOOK 15, P'S 222-223)  
 EASEMENT AREA = 0.3429 ACRES (14,936.41 SQ. FT.)

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REVISED: 10-28-03

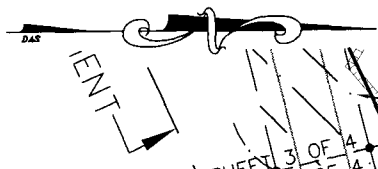
DRAWN BY: P.I.K.  
 DATE: 07-16-2003  
 SCALE: 1" = 40'  
 APPR. BY: IW

EASEMENT DESCRIPTION MAP  
 2945-182-13-946  
 REDLANDS WATER AND POWER CO.

DEPARTMENT OF PUBLIC WORKS  
 REAL ESTATE DIVISION  
 CITY OF GRAND JUNCTION

EXHIBIT "B"

SHEET 4 OF 4



2945-182-13-947  
REDLANDS WATER AND POWER CO.  
LOT 3  
PUMPHOUSE SUBDIVISION  
(PLAT BOOK 15, P'S 222-223)

R=260.00' L=42.13'  
A=09°17'01"  
CB=S71°58'47"W CL=42.08'

2945-182-13-946  
REDLANDS WATER AND POWER CO.  
LOT 2  
PUMPHOUSE SUBDIVISION  
(PLAT BOOK 15, P'S 222-223)  
EASEMENT AREA = 0.3429 ACRES (14,936.41 SQ. FT.)

ELECTRIC EASEMENT

R=510.00' L=25.55'  
A=02°52'14"  
CB=S65°54'10"W CL=25.55'

20' TRAIL EASEMENT  
WEST LINE OF LOT 1 S18°21'17"E  
EAST LINE OF LOT 2

LOT 1  
2945-182-13-948

R=110.00' L=10.64'  
A=05°32'40"  
CB=S61°41'43"W CL=10.64'

R=90.00' L=13.25'  
A=08°26'12"E CL=13.24'  
CB=N60°4'57"E

LOT 2  
SHEET 1 OF 4

NORTH RIGHT OF WAY

SOUTH BROADWAY

DRAINAGE EASEMENT

PROPOSED WALKS  
SOUTH RIGHT OF WAY

00'08"

R=490.00' L=24.55'  
A=02°52'14"  
CB=N65°54'10"E CL=24.55'

S64°28'03"W 153.05'  
N64°28'03"E 153.05'

S18°21'17"E  
S18°21'17"E  
20.62'

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DRAWN BY: P.I.K.  
DATE: 07-16-2003  
SCALE: 1" = 40'  
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EASEMENT DESCRIPTION MAP  
2945-182-13-946  
REDLANDS WATER AND POWER CO.

DEPARTMENT OF PUBLIC WORKS  
REAL ESTATE DIVISION  
CITY OF GRAND JUNCTION