

SCH94SCP

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT (AND TEMPORARY CONSTRUCTION
EASEMENT)

NAME OF AGENCY OR CONTRACTOR: DEBRA N. JOHNS, PRESIDENT, MARY
K KALENIAN, SECRETARY, BOARD OF EDUCATION OF MESA COUNTY
VALLEY SCHOOL DISTRICT NO. 51

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SANITARY SEWER
PIPELINE AT 334 SOUTH CAMP ROAD BUFFALO COURT SANITARY SEWER
LATERAL WINGATE ELEMENTARY SCHOOL 2947-351-00-942

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1994

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

1670932 08:43 AM 02/10/94
MONIKA TODD CLK&REC MESA COUNTY CO
DOC EXEMPT

THIS GRANT OF EASEMENT is made this 18th day of January, 1994, between Mesa County Valley School District No. 51, Grantor, and the City of Grand Junction, a Colorado home rule municipality, Grantee, whose legal address is 250 North 5th Street, Grand Junction, Colorado 81501.

WHEREAS, Grantee, in order to perpetuate the health, safety and welfare of the City of Grand Junction and Mesa County 201 Sewer Service Area, intends to install a sanitary sewer pipeline and related facilities known as the Buffalo Court Sanitary Sewer Lateral; and

WHEREAS, Grantee is desirous of securing from Grantor an easement for that portion of the sewer lateral which will traverse the real property owned by Grantor which is commonly known as Wingate Elementary School, hereinafter referred to as "the Property"; and

WHEREAS, Grantor has determined that the sewer project and requested easement will not interfere with present or future school activities on the Property.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, a Perpetual Easement for the installation, operation, maintenance and repair of a Sanitary Sewer Pipeline and related facilities, together with the right of ingress and egress for workers and equipment, on, along, over, under, through and across the following described tract of land situate in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) and in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 35, Township 11 South, Range 101 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, to wit:

Commencing at the Northeast Corner of Tract 39 in said Section 35, and considering the line from the Northeast Corner of said Tract 39 to the Northeast Corner of said Section 35 to bear N 00°02'00" E with all bearings contained herein being relative thereto; thence S 89°54'21" W along the North line of said Tract 39 a distance of 30.0 feet to the intersection of the West Right-of-Way for South Camp Road and the Westerly Right of-Way for Buffalo Court, said point being the True Point of Beginning; thence along the Westerly Right-of-Way for Buffalo Court 10.5 feet along the arc of a curve to the right having a radius of 60.58 feet, a central angle of 09°30'14", and a long chord which bears S 04°47'07" W a distance of 10.04 feet; thence S 89°54'21" W a distance of 168.02 feet; thence S 15°50'02" W a distance of 128.43 feet; thence S 89°54'21" W a distance of 20.80 feet; thence N 15°50'02" E a distance of 138.83 feet; thence S 89°54'21" W a distance of 489.12 feet; thence N 00°02'42" W a distance of 20.00 feet; thence N 89°54'21" E a distance of 675.97 feet to the West Right-of-Way for South Camp Road; thence S 00°02'00" W along said Right-of-Way a distance of 20.00 feet to the True Point of Beginning,

containing 17,967.36 square feet as described above and depicted on the attached Exhibit "A" .

RESERVING unto the Grantor the right to use, modify and enjoy the premises for any purpose consistent with the rights and purpose herein granted to the Grantee and which will not interfere with or endanger any of the Grantee's property or facilities or the use thereof; provided, however, that the reservation shall not include the right to erect or cause to be erected any buildings, structures, trees or other obstructions on the premises without the Grantee's written consent, which consent shall not be unreasonably withheld. The Easement herein granted shall be restricted for the installation, operation, maintenance and repair of the Buffalo Court Sanitary Sewer Lateral.

RESERVING ALSO unto the Grantor the right, on six months' notice to the Grantee or its successors or assigns, and at Grantor's expense, to require the removal and relocation of Grantee's property to an adjacent location owned by Grantor, which new location shall be expressed in a substituted grant of right-of-way prepared and recorded at Grantor's expense, and provided that such removal and relocation would not unreasonably interfere with Grantor's business operations.

Recorders Note Attached Exhibit A 2/10

Grantee, by accepting this easement grant, covenants and agrees:

1. That it shall exercise the rights herein granted to it with due care, and all damage to the premises resulting from the failure to exercise due care shall be paid for or repaired at the expense of the Grantee.
2. Following initial installation of the Buffalo Court Sanitary Sewer Lateral, Grantee shall, at Grantee's expense, fill and compact all excavations and restore the surface of the premises, including landscaping and aesthetic effects, as nearly as possible to the condition which existed prior to such installation.
3. Should Grantee require access to the premises for the purpose of maintaining, operating, repairing, altering, inspecting, replacing or removing its property after initial installation, Grantee shall accomplish the same expeditiously and with a minimum of interference to the use by Grantor of the surface and its surrounding property, shall accomplish its purpose in a good and workmanlike manner, and shall restore the surface to the condition which existed prior to such entry. The Grantee shall pay for all physical property damages that the Grantee may cause to Grantor's property, including the Grantor's reserved interest in the easement area, as a result of an entry subsequent to initial installation.
4. Unless required by an emergency, construction, repair or maintenance of the facilities in the easement area shall not take place during the hours when normal week-day classes are being held at Wingate Elementary School without Grantor's prior consent. Any traffic involved with the construction of the facilities shall not enter or exit the easement area from any other property owned by the Grantor without Grantor's prior consent.

IN WITNESS WHEREOF, the Grantor has executed this grant, and the Grantee has accepted the same on the terms and conditions set forth above, on the date set forth above.

Attest:

Mesa County Valley School District No. 51

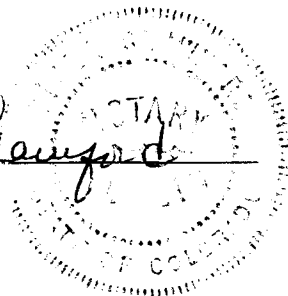
Mary K. Kalenian
Secretary

Debra Johns
President, Board of Education

State of Colorado)
)
County of Mesa)

The foregoing instrument was acknowledged before me this 18th day of January, 1994, by Debra Johns as President and attested to by Mary K. Kalenian as Secretary of the Board of Education of Mesa County Valley School District No. 51.

My commission expires 4/23/95.
Witness my hand and official seal.

Viola Crawford


TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

BOOK 2047 PAGE 877

PROJECT: South Camp Sanitary Sewer, Buffalo Court Lateral

LOCATION: Parcel No. 2947-351-00-942

1670933 08:43 AM 02/10/94
MONIKA TODD CLK&REC MESA COUNTY CO
DOC EXEMPT

This Temporary Construction Easement Agreement is entered into this _____ day of _____, 1994, by and between Mesa County Valley School District No. 51, hereinafter referred to as the "District", and The City of Grand Junction, a municipal corporation, hereinafter referred to as the "City";

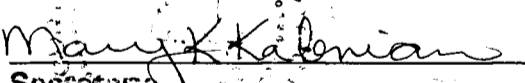
WHEREAS, in the installation of a sanitary sewer line and related facilities, the City requires a Temporary Construction Easement on, along, over, under, through and across the real property owned by the District as shown on Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, IT IS AGREED:

1. For the consideration of One dollar (\$1.00), the District hereby grants and conveys to the City said temporary construction easement to allow access for construction workers and equipment to install said sanitary sewer line and related facilities.
2. The temporary easement area shall consist of and include the right to use the real property as shown on attached Exhibit "A".
3. Said temporary easement will commence on the first date of construction of the above-referenced project and terminate when construction of said project is completed and formally accepted by the Grand Junction City Engineer.
4. All land surfaces within this easement which are disturbed from said construction activities of the project shall be returned as nearly as practicable to their original condition, or better.
5. This Agreement shall be deemed a contract extending to and binding upon the parties hereto, and upon their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51 BY:


Secretary


President of the Board of Education

Accepted By:

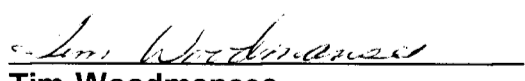
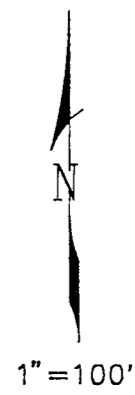
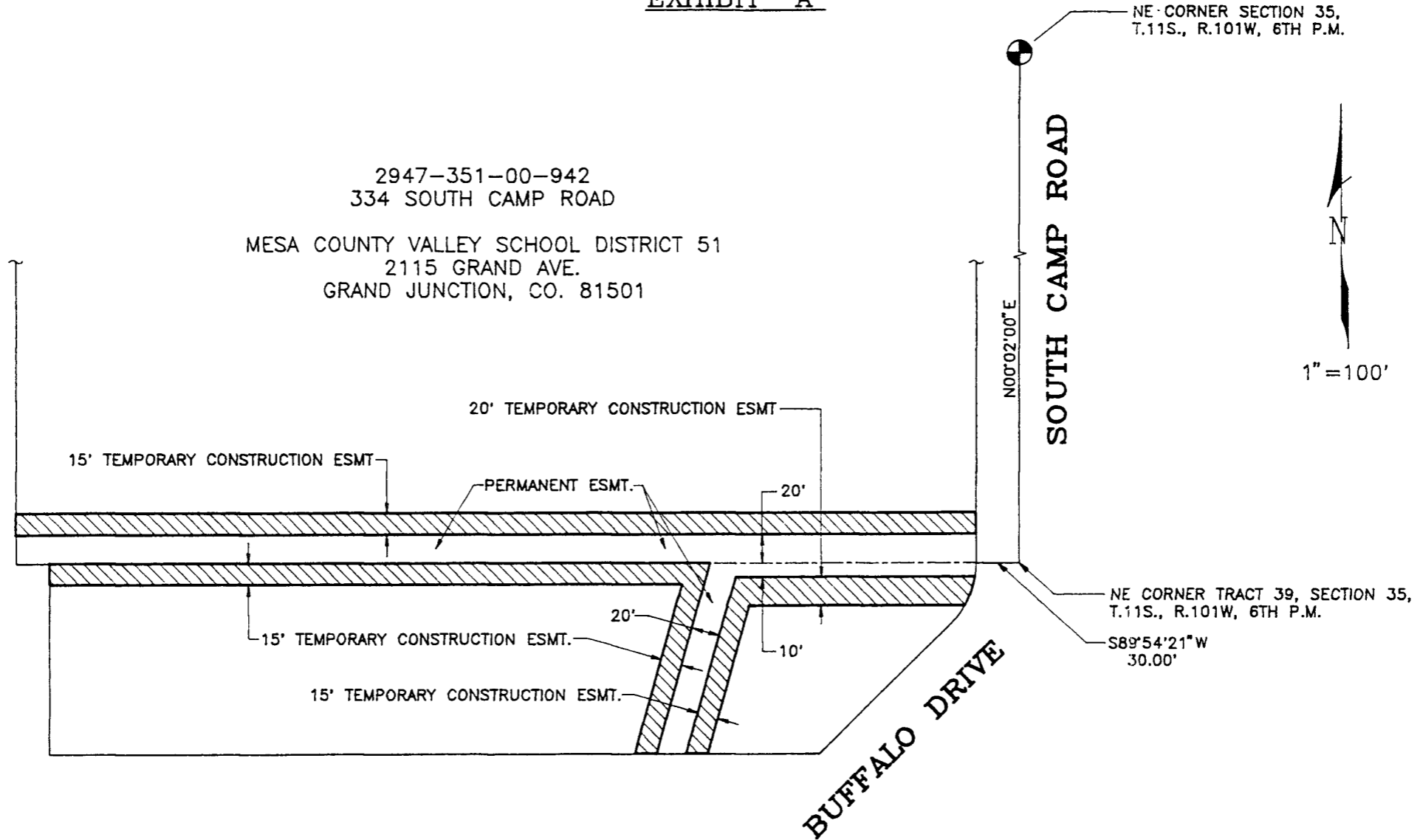

Tim Woodmansee
City Property Agent

EXHIBIT "A"

2947-351-00-942
334 SOUTH CAMP ROAD
MESA COUNTY VALLEY SCHOOL DISTRICT 51
2115 GRAND AVE.
GRAND JUNCTION, CO. 81501

NE CORNER SECTION 35,
T.11S., R.101W, 6TH P.M.



99322ROW.DWG

EASEMENT DESCRIPTION MAP	
PARCEL NO.	2947-351-00-942
APPROVED	_____
DATE	C.A.K. 01/13/93

CITY OF GRAND JUNCTION ENGINEERING DEPARTMENT
WINGATE ELEMENTARY TEMPORARY CONSTRUCTION EASEMENT

GRANT OF EASEMENT

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WHEREAS, Grantor has determined that the sewer project and requested easement will not interfere with present or future school activities on the Property.

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Grantee, by accepting this easement grant, covenants and agrees:

1. That it shall exercise the rights herein granted to it with due care, and all damage to the premises resulting from the failure to exercise due care shall be paid for or repaired at the expense of the Grantee.
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IN WITNESS WHEREOF, the Grantor has executed this grant, and the Grantee has accepted the same on the terms and conditions set forth above, on the date set forth above.

Attest:

Mesa County Valley School District No. 51

Mary K. Kalenian
Secretary

Debra Johns
President, Board of Education

State of Colorado)
)
County of Mesa)

The foregoing instrument was acknowledged before me this 18th day of January, 1994, by Debra Johns as President and attested to by Mary K. Kalenian as Secretary of the Board of Education of Mesa County Valley School District No. 51.

My commission expires 4/23/95.
Witness my hand and official seal.

Viola Crayford