

VAN81HGH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: DEAN H. VAN GUNDY

STREET ADDR SS/PARCEL NAME/SUBDIVISION/PROJECT: HIGH ST. -
ORCHARD MESA PROJECT NO. 480.31.088.01 PARCEL PE-1

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1981

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

STATE OF COLORADO, COUNTY OF MESA

RECORDED AT 11:00 O'CLOCK A.M.

MAY 14 1981

RECEPTION NO. 1256888

EARL SAWYER, RECORDER

Project No. 480.31.088.01

Location High St.-Orchard Mesa

Parcel(s) PE-1

P E R M A N E N T E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS, that Dean H. VanGundy, of Mesa County, State of Colorado, Grantor(x), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, in hand paid by The City of Grand Junction, a municipal corporation,

Grantee(x), receipt of which is hereby acknowledged, has given and granted and by these presents does hereby give and grant unto the said Grantee(x), its heirs, successors, and assigns a PERPETUAL EASEMENT on, along, over and across

the following described premises, to wit; A Permanent Easement, twenty feet (20 ft.) in width, ten feet on each side of a center line described as follows: Commencing at the Northwest corner (NW Cor.) of Block 33 in Moon and Day Addition, City of Grand Junction, Mesa County, per official plat recorded in Plat Book 3 and Page 11 filed with the Mesa County Clerk and Recorder's office. Said point also being on the East right of way line of the Denver and Rio Grande Western Railroad; Thence North 88°44'00" East along the North line of said Block 33, a distance of 11.80 feet to the true Point of Beginning; thence North 3°20'28" East, a distance of 26.50 feet; thence North 19°09'32" West, a distance of 59.50 feet more or less to a point on said East right of way line, from which said Northwest corner of Block 33 bears south 2°40'28" West, a distance of 74.98 feet.

The side lines of said twenty foot (20 ft.) easement to be extended or shortened to meet at angle points and to terminate at the said East right of way line of Denver and Rio Grande Western Railroad. Including the right of reasonable ingress and egress to and from said Denver and Rio Grande Western Railroad right of way.

for the purpose of to locate, place, construct, repair, and maintain an underground sanitary sewer force main pipeline.

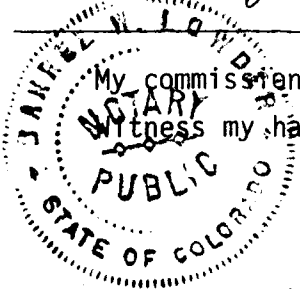
And the Grantor(x) hereby covenant(s) with the Grantee(x) that he has good title to the aforescribed premises; that he has good and lawful right to grant this Easement; that he will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

Signed this 14th day of May, 1981.

Dean H. Van Gundy
Dean H. Van Gundy

STATE OF COLORADO)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 14th day of May, 1981, by Dean H. Van Gundy



My commission expires January 21, 1984.
Witness my hand and official seal.

Darrel W. Lowe
Notary Public
*Copy to Darrel Lowe
5-20-81*

480.31-0588-01
PE-1 Orchard Mesa Sanitary
Force Main

No. _____

EASEMENT AGREEMENT

Dean Van Gundy
TO

City of Grand Junction

STATE OF COLORADO, } ss.
County of _____

I hereby certify that this instrument was filed
for record in my office, at _____
o'clock _____ M., _____, 19____
and is duly recorded in book _____
page _____.

Film No. _____ Reception No. _____

Recorder.

By _____ Deputy.

Fees, \$ 9.00



244-7565
Darrell Rowles - W/c -

Memorandum of AGREEMENT

PROJECT NO.	480.31.088.01		
LOCATION	High St.-Orchard Mesa		
PARCEL NO	PE-1 & TE-2		
STATION	37+37.58	TO STATION	43+70
STATE HWY NO.	N/A	COUNTY	Mesa

AGREEMENT has been reached this 14th day of May, A.D., 1981, between the owner or owners of the above designated parcel or parcels, herein collectively called the VENDOR, and the City of Grand Junction, a municipal corporation herein called the CITY, for the purchase of said parcel or parcels.

The amounts of money and/or other considerations have been established as just compensation and were determined by appraisals and in accordance with applicable State laws and regulations. These amounts and considerations, as stated below, are to be given in full consideration of this Agreement.

For ~~Permanent~~ Temporary Construction Easements, described in attached exhibits, containing PE-1 = 1,720 ft. acres/sq. ft. NET and Improvements as follows: of which 530 in existing ROW for High St.

Damages TE-2 is a 100 foot temporary construction easement (see attached exhibit B) to allow access for construction workers and equipment to construct a sanitary sewer force main in the D&RGW Railroad right of way and that area provided by PE-1.	\$ 1800.00
TE-2 = 63,242 ft.	
GROSS TOTAL	\$ 1800.00
LESS CREDIT FOR	\$
NET TOTAL	\$ 1800.00

OTHER CONDITIONS: PE-1 is a permanent easement 20 feet in width (see attached exhibit A) located in the southwestern corner of Parcel #1 of Vendors property, according to exhibit B, for the purpose to allow the installation, construction, repair, and maintenance of aforementioned sanitary sewer force main, including the right of reasonable ingress and egress to and from said sewer line location within D&RGW Railroad right of way.

TE-2 will terminate when construction of said sewer line is completed. Upon completion the surface of the ground will be restored to its original level as reasonable as possible.

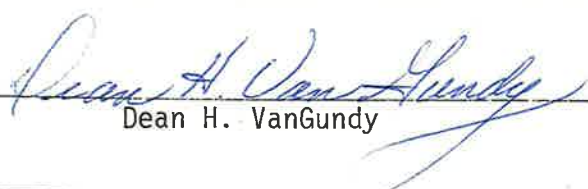
THE PARTIES HERETO FURTHER AGREE AS FOLLOWS:

1. The Vendor agrees to pay all taxes and special assessments due at the time of closing, including pro-rated taxes for the current year.
2. If it is agreed the Vendors have entered this Agreement solely because the City, having the power of eminent domain, requires the property for a public purpose and there is no intent to place the Vendors in violation of any subdivision regulation or other laws related thereto.
3. Any conveyances made pursuant to this Agreement shall reserve to the Vendor all minerals including oil and gas in and under the premises as per the language of the City's standard mineral reservation clause, except where this is a total taking or where the parcel is located where oil and gas or mineral exploration is prohibited.
4. The compensation herein provided includes full compensation for his interest, either present or future, and the interest of lienors and lessees of the Vendor and any and all interests, legal or equitable (except minerals reserved above), which are or may be outstanding and the Vendor agrees to discharge the same. This compensation does not include any payments which may be due under relocation law.
5. This memorandum embodies all agreements between the parties hereto and there are no promises, terms, conditions, or obligations referring to the subject matter hereof other than as herein contained except for any agreement reached on relocation.
6. Possession of these parcels shall be granted at the time payment is tendered, unless otherwise provided for in accordance with TITLE III of the UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970.
7. 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.

Compensation hereinabove agreed upon shall be paid upon the execution and delivery of a good and sufficient deed as indicated below.



 Daniel W. Todd
 Right of Way Agent



 Dean H. VanGundy

Approved for payment as above:

 Vendor

City to prepare the following documents:

_____ Warranty Deed	_____ w/Min. Resv.	_____ Easement(s)
_____ Access Deed		_____ Release(s)
		_____ Other

Order Warrant \$ _____ Payable To: _____

Order Warrant \$ _____ Payable To: _____

EXHIBIT "A"
RIGHT OF WAY TO BE ACQUIRED

<u>Project</u>	<u>Owner</u>
Orchard Mesa Sanitary Sewer River Crossing, Phase II 480.31.088.01 PE-1 & TE-2	Dean H. VanGundy 1531 High Street Grand Junction, CO 81503

PERMANENT EASEMENT DESCRIPTION

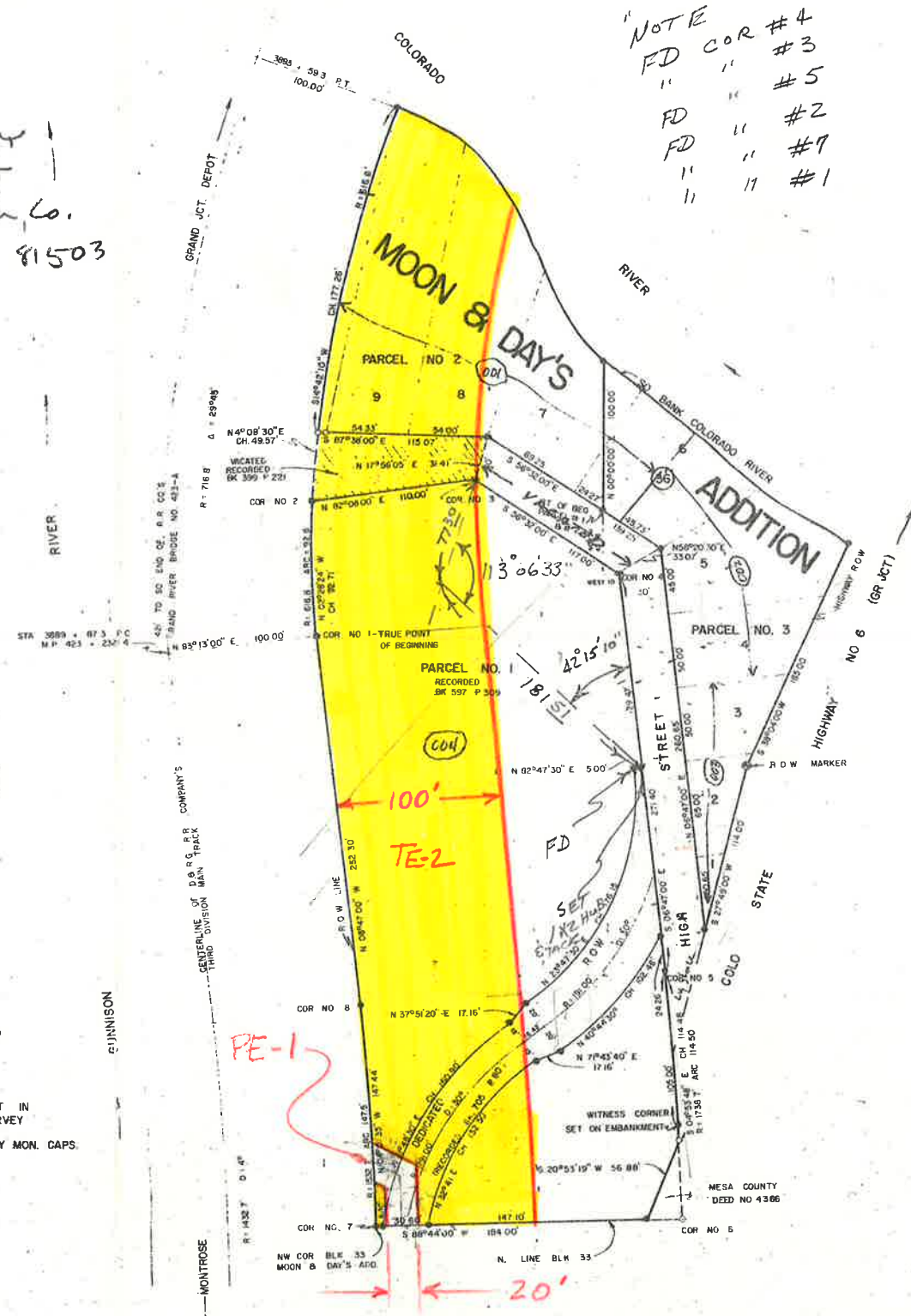
A Permanent Easement, twenty feet (20 ft.) in width, ten feet on each side of a centerline described as follows:
Commencing at the Northwest corner (NW cor.) of Block 33 in Moon and Day Addition, City of Grand Junction, Mesa County, per official plat recorded in Plat Book 3 and page 11 filed with the Mesa County Clerk and Recorder's office. Said point also being on the East right of way line of the Denver and Rio Grande Western Railroad;
Thence North 88°44'00" East along the North line of said Block 33, a distance of 11.80 feet to the True Point of Beginning; Thence North 3°20'28" East, a distance of 26.50 feet; thence North 19°09'32" West, a distance of 59.50 feet more or less to a point on said East right of way line, from which said Northwest corner of Block 33 bears South 2°40'28" West, a distance of 74.98 feet.

The side lines of said twenty foot (20 ft.) easement to be extended or shortened to meet at angle points and to terminate at the said east right of way line of Denver and Rio Grande Western Railroad. Including the right of reasonable ingress and egress to and from said Denver and Rio Grande Western Railroad right of way.

DEAN VANGUNDY
1531 High Street
Grand Junction, Co.
81503

NOTE
COR #4
FD " #3
" " #5
FD " #2
FD " #7
" " #1

EXHIBIT "B"



Parcel No. 1
A parcel of land located in Lot 7 in the Southwest Quarter (SW1/4) of Section 23, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a point in the center of the Denver & Rio Grande Railroad Company's Third Division main track, known as Station 3889 plus 87.3 and Mile Post 423 plus 2321.4 of said railroad company's mileage, said point being 421 feet measured southerly along the center of said Third Division main track from the south end of the railroad company's Grand River Bridge No. 423-A; Thence North 89°13'00" East at a right angle to said Third Division main track, 100.00 feet to Corner No. 1 and the True Point of Beginning, said Corner No. 1 being on the Easterly right-of-way line of said Third Division main track; Thence Northerly along said right-of-way on a curve to the right with a radius of 616.8 feet and an arc distance of 92.8 feet to Corner No. 2; Thence North 82°08'00" East, 110.00 feet to Corner No. 3; Thence South 56°32'00" East, 117.00 feet to Corner No. 4; Thence South 69°47'00" East along a line parallel with said Third Division main track, 271.40 feet to Corner No. 5; Thence Southerly along a line parallel with said Third Division main track on a curve to the right with a radius of 1,738.7 feet and an arc distance of 114.50 feet to the Mesa County right-of-way as recorded in Deed No. 4366 of the records of the County of Mesa; Thence South 20°53'19" West, 56.88 feet along said county right-of-way to the North line of Block 33 of Moon and Day's Addition to Orchard Mesa Heights, as recorded in the records of the County of Mesa, State of Colorado; Thence South 88°44'00" West along the North line of said Block 33, 184.00 feet to Corner No. 7, said Corner No. 7 being on the Easterly right-of-way line of said Third Division main track; Thence Northerly along the Easterly right-of-way line of said Third Division main track on a curve to the left with the radius of 1,532.7 feet and an arc distance of 147.5 feet to Corner No. 8; Thence North 69°47'00" West along the Easterly right-of-way line of said Third Division main track, 252.3 feet to Corner No. 1 and the True Point of Beginning. EXCEPT that right-of-way deeded in Book 705, Page 80 of the records of the County of Mesa for roadway purposes.

Parcel No. 2
A part of Lots 6 and 7 and all of Lots 8 and 9 of Block 36 of Moon and Day's Addition to Orchard Mesa Heights as recorded in the records of the County of Mesa, State of Colorado. ALSO a strip of land being situated between the West line of Lot 9, Block 36 of said Moon and Day's Addition and the Easterly right-of-way line of the Denver and Rio Grande Railroad Company's Third Division main track, and said strip of land being bounded on the South by the North right-of-way line of High Street of said Moon and Day's Addition, being more particularly described as follows:

Beginning at a point on the Northeastly right-of-way line of said High Street from which the Southeast corner of Lot 6 of said Block 36 bears South 56°32'00" East, 45.73 feet; Thence North 00°00'00" East, 100.00 feet to the South bank of the Colorado River; Thence Northerly along said South bank to a point on the Easterly right-of-way line of said Denver & Rio Grande Railroad Company's Third Division main track; Thence along said railroad right-of-way line and the arc of a curve to the left whose radius is 616.8 feet and whose long chord bears South 14°42'10" West, 177.26 feet to the North right-of-way line of said High Street; Thence South 87°38'00" East along the North right-of-way line of said High Street 115.07 feet to the Southeast Corner of Lot 8 of said Block 36; Thence South 56°32'00" East, along the Northeastly right-of-way line of said High Street 93.52 feet to the Point of Beginning.

Parcel No. 3
A part of Lots 1, 2, 3, 4, 5, 6 and 7 of Block 36 of Moon and Day's Addition to Orchard Mesa Heights as recorded in the records of the County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a point on the Northeastly right-of-way line of High Street of said Moon and Day's Addition from which the Southeast corner of Lot 6 of said Block 36 bears South 56°32'00" East, 45.73 feet; Thence North 00°00'00" East, 100.00 feet to the South bank of the Colorado River; Thence Southerly along said South bank to a point on the West right-of-way line of Colorado State Highway No. 8; Thence South 38°04'00" West along said Highway right-of-way line 165.00 feet; Thence South 27°49'00" West along said Highway right-of-way line 114.00 feet to the intersection with the East right-of-way line of said High Street; Thence North 08°47'00" East along the East right-of-way line of said High Street 260.65 feet to the Southeast corner of Lot 6 of said Block 36; Thence North 56°32'00" West along the Northeastly right-of-way line of said High Street 45.73 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE

I do hereby certify that, under my personal supervision, this plat and legal description were prepared and that the corner monuments indicated herein were properly placed during an actual and accurate survey of the land completed on March 18, 1969.

George L. Miller, Jr., Registered Land Surveyor,
Colorado Reg. No. 9188

SCALE: 1" = 50'

LEGEND

- FOUND STEEL RAILROAD RAILS SET IN CONC ON ORIGINAL RAILROAD SURVEY
- SET 1/2" IRON PINS WITH SURVEY MON. CAPS.

JUNNISON

PE-1

TE-2

20'

MESA COUNTY DEED NO 4366