

WAL01HAN

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: SANITARY SEWER FACILITIES

NAME OF PROPERTY OWNER OR GRANTOR: WALKER FIELD, COLORADO, PUBLIC AIRPORT  
AUTHORITY

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): J. FUOCO, LLC,  
CONDOMINIUM HANGERS

PARCEL NO.:

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

2003895 07/03/01 1212PM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$25.00  
DOCUMENTARY FEE \$EXEMPT

EASEMENT DEED AND AGREEMENT

**WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY**, a body corporate and politic and constituting a political subdivision of the State of Colorado ("Grantor") for good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, the Grantor hereby conveys and quitclaims to **THE CITY OF GRAND JUNCTION**, a Colorado home rule municipality, its successors and assigns (hereinafter collectively referred to as "Grantee"), a **NON-EXCLUSIVE EASEMENT** (the "Easement") for the installation, operation, maintenance, and repair of sanitary sewer facilities, on, along, over, under, through, and across the Premises particularly described on Exhibit A (attached hereto and incorporated herein by reference) for the purpose of furnishing of the services described on Exhibit B (attached hereto and incorporated herein by reference). Grantor covenants that it is the owner of the above described easement property and that said easement property is free and clear of all liens and encumbrances, except those of record with the Mesa County Clerk and Recorder's Office.

This Easement is subject to the following terms and conditions which Grantee agrees to abide and be bound by, pursuant to its execution of this Easement Deed and Agreement in the space provided below:

- (1) Grantee's use of the Easement shall be strictly limited to the purpose of providing the services set forth in the attached Exhibit B. The Easement shall not be used for unrelated activities.
- (2) The services delivered via the Easement shall not be extended for any purposes outside the boundaries set forth in the attached Exhibit A.
- (3) All costs associated with the Easement and any liability for personal injury to Grantee, its employees, agents and invitees, or any third persons, as a result of or arising out of or relating to the use of the Easement shall be borne by Grantee.
- (4) This Easement is without any warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations and rights of way affecting Grantor's property.
- (5) This Easement granted herein shall be non-exclusive. Grantor reserves the right to utilize the Easement for its own purposes, and to authorize other third parties to utilize the Easement, upon such terms and conditions as the Grantor deems appropriate; provided that the use of the Easement by Grantor, or these other third parties, shall not unreasonably interfere with the Grantee's use of said Easement.
- (6) Grantee, at its expense, shall maintain the Easement in good condition and repair. Grantee shall also cooperate in providing Grantor with all keys, equipment, and information Grantor (and third parties authorized by Grantor to use the Easement) needs to access the Easement.
- (7) The Easement granted to Grantee hereunder shall be possessed and enjoyed by Grantee for so long as Grantee abides by the terms and conditions stated in this instrument. Should Grantee breach any of the terms and conditions of this instrument, the Grantor shall have the right to terminate the easement rights granted to Grantee hereunder.
- (8) Should this Easement be terminated, either voluntarily by Grantee or involuntary by Grantor because of Grantee's default hereunder, title to all improvements that may have been installed by Grantee on, along or surrounding the Easement shall be deemed to pass to Grantor, and Grantor shall be deemed the sole and exclusive owner of said property, without paying any consideration to Grantee therefor, and free and clear of all liens and encumbrances of any kind or nature whatsoever. Should any liens or encumbrances burden these improvements at said time, Grantee shall be responsible for discharging, and shall hold Grantor harmless from, said liens and encumbrances.

CF 4/26/01  
AC

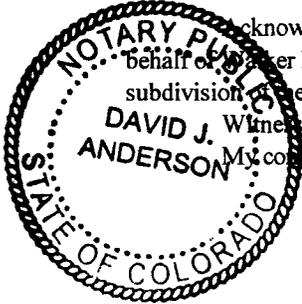
WALKER FIELD, COLORADO, PUBLIC AIRPORT  
AUTHORITY

Date: 5-15-01

By *Craig N. Springer*  
Its Chairman

BOOK 2880 PAGE 14

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )



Acknowledged before me this 15<sup>th</sup> day of May, 2001, by Craig N. Springer on behalf of Walker Field, Colorado, Public Airport Authority, a body corporate and politic and constituting a political subdivision of the State of Colorado.

Witness my hand and official seal.  
My commission expires: 10/31/2001

*David J. Anderson*

Notary Public

GRANTEE

Date: 4/26/2002

By *Gregory O. Trainor*  
Its UTILITY MANAGER

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

Acknowledged before me this 26<sup>th</sup> day of APRIL, 2002, by Gregory O. Trainor on behalf of The City of Grand Junction

Witness my hand and official seal.  
My commission expires: 5/11/2002

*Jim Woodmansee*

Notary Public

ACKNOWLEDGED AND ACCEPTED BY TENANT

Date: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

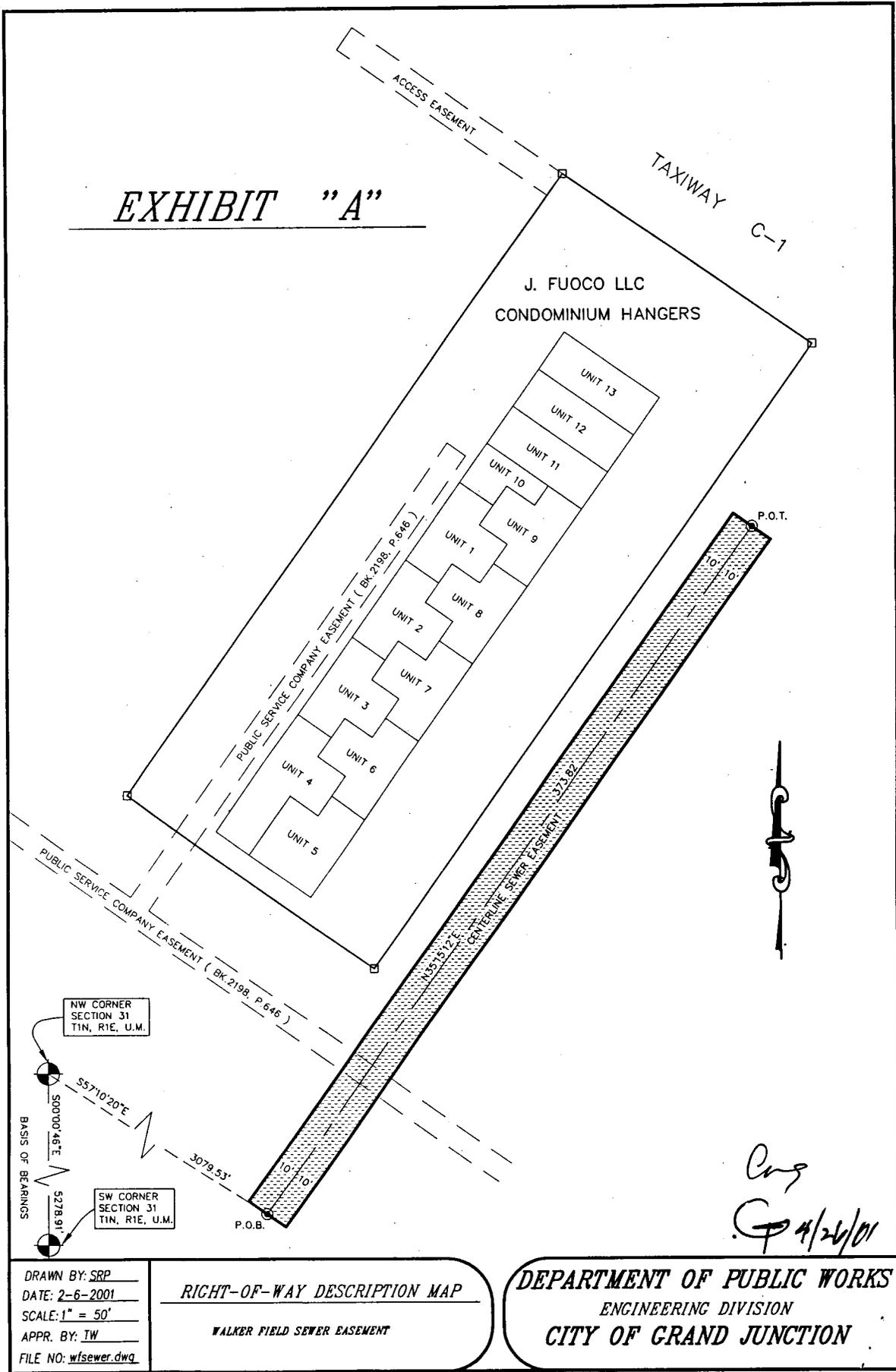
STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ on behalf of \_\_\_\_\_

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

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

**EXHIBIT "A"**



REORDER NOTE: POOR QUALITY DOCUMENT PROVIDED FOR REPRODUCTION

*Cong*  
*CP 4/24/01*

DRAWN BY: SRP  
DATE: 2-6-2001  
SCALE: 1" = 50'  
APPR. BY: JW  
FILE NO: wfsewer.dwg

**RIGHT-OF-WAY DESCRIPTION MAP**  
**WALKER FIELD SEWER EASEMENT**

**DEPARTMENT OF PUBLIC WORKS**  
**ENGINEERING DIVISION**  
**CITY OF GRAND JUNCTION**

EXHIBIT A  
LEGAL DESCRIPTION

BOOK 2880 PAGE 16

A twenty (20.0) foot wide Perpetual Easement for the installation, operation, maintenance and repair of sanitary sewer facilities and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, extending a distance of ten (10.0) feet on each side of the following described center line, to wit:

Commencing at the Northwest Corner of Section 30, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, and considering the west line of the Northwest  $\frac{1}{4}$  of said Section 30 to bear S  $00^{\circ}00'46''$  E with all bearings contained herein being relative thereto; thence S  $57^{\circ}10'20''$  E a distance of 3,079.53 feet to the True Point of Beginning; thence N  $35^{\circ}15'12''$  E a distance of 373.82 feet to the Point of Terminus.

Cuz  
G 4/26/01

EXHIBIT B  
SERVICES TO BE FURNISHED

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Installation, operation, maintenance, and repair of sanitary sewer facilities, on, along, over, under, through, and across the Premises particularly described on Exhibit A (attached hereto and incorporated herein by reference).

Cus  
G 4/26/09