

WAL77AIR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: WALKER FIELD, COLORADO , A  
PUBLIC AIRPORT AUTHORITY, A BODY CORPORATE AND POLITIC,  
CONSTITUTING A POLITICAL SUBDIVISION OF THE STATE OF  
COLORADO BY: LARRY BROWN (CHAIRMAN) AND T.M. FORD (CLERK)

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOTS 3 AND 4  
SECTION 30, LOT 1 WALKER FIELD AIRPORT SEWER LINE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1977

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

STATE OF COLORADO, COUNTY OF MESA  
RECORDED AT 9:04 O'BLANK  
RECEPTION NO. 1136687 EARL SAWYER, RECORDER

WALKER FIELD, COLORADO  
PUBLIC AIRPORT AUTHORITY

GENERAL EASEMENT

RE-07-25-C(P)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of \$1.00,

WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY, a body corporate and politic, constituting a political subdivision of the State of Colorado,

hereinafter called Grantor, does hereby grant to the CITY OF GRAND JUNCTION, a municipal corporation existing under and by virtue of the laws of the State of Colorado, hereinafter called CITY, and its assigns, a perpetual easement to use, control, maintain, improve, relocate and repair an underground sanitary sewer pipeline over, across and under the following described real property situated in the County of Mesa, State of Colorado, to wit:

A parcel of land lying in Lots 3 and 4, Section 30; Lot 1 and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ), Section 31, Township 1 North, Range 1 East and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), Section 25, Township 1 North, Range 1 West, Ute Meridian; the said parcel being all that portion of said property contained within a strip of land 20 to 25 feet in width, the exterior side lines of said strip of land being extended or shortened at angle points to intersect adjacent segments of said exterior side lines and, except where extended at angle points, being 15 feet on the left and five to ten feet on the right side of the following described centerline:

Beginning at Engineer's Station 0+00.0, said point being 1,861.7 feet N 42°08'53" W of the South 1/16 section corner common to Section 30, Township 1 North, Range 1 East, Ute Meridian; and Section 25, Township 1 North, Range 1 West, Ute Meridian;  
thence S 52°51'28" E for a distance of 1,613.3 feet;  
thence S 24°17'17" E for a distance of 2,786.7 feet;  
thence S 44°42'28" E for a distance of 361.8 feet to Engineer's Station 47+61.8, which point is 2,789.9 feet S 31°00'54" E of the South 1/16 Section corner common to Section 30, Township 1 North, Range 1 East, Ute Meridian; and Section 25, Township 1 North, Range 1 West, Ute Meridian.

The widths in feet of the strip of land above-referred to are as follows:

<u>Station to Station</u>	<u>Widths on the Left Side of Center Line</u>	<u>Widths on the Right Side of Center Line</u>
0+00.0 to 44+00.0	15	5
44+00.0 to 47+61.8	15	10

The easement described herein contains 2.2 acres, more or less.

The easement herein granted is for the full use as a sewer line by the said City.

Reservations:

1. Grantor reserves the right to relocate the easement at its expense, if necessary, for airport expansion and public need. The relocated easement, including all appurtenances and fixtures made a part of the land, shall be constructed to a standard as good or better than the existing features or structures at the time of relocation and in a manner which will result in the shortest possible interruption of use by the City, its licensees, permittees and lessees. The relocation plan shall be approved by the City prior to the actual construction and such construction must be accomplished to the satisfaction of the City. Grantor agrees to furnish an easement acceptable to the City for the relocated pipeline upon which the City shall enjoy the same privileges as in the original location.

2. The Grantor reserves the right to increase the size of the pipeline at its own discretion, provided however, that the construction must be accomplished in such a manner as the operations of an Aerial Fire Support and Management Facility operated by the UNITED STATES OF AMERICA will not adversely be affected. The said Aerial Fire Support and Management Facility is further described in a General Easement dated March 2, 1977 and recorded in Mesa County beginning at Book 1098, pages 171-176.

*[Handwritten signature and notes]*



WALKER FIELD, COLORADO
PUBLIC AIRPORT AUTHORITY

SUBORDINATION AGREEMENT

RE-07-25-C(P)

KNOW ALL MEN BY THESE PRESENTS that BENDIX FIELD ENGINEERING CORPORATION, a Delaware Corporation, hereinafter referred to as Lease Party, entered into a lease agreement on May 24, 1976, with Walker Field, Colorado, Public Airport Authority, hereinafter referred to as owner, whereby Lease Party leased certain premises at Walker Field Airport in Mesa County, Colorado.

That for and in consideration of the sum of \$1.00 to it paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, Lease Party hereby consents and agrees that the lease described herein entered into with owner, including the terms and provisions thereof, shall be subordinate to the General Easement granted by the owner to the CITY OF GRAND JUNCTION, Colorado, for the purposes of using, controlling, maintaining, improving, relocating and repairing an underground sanitary sewer pipeline over, upon, across and under the following described real property situated in the County of Mesa, State of Colorado, to wit:

A parcel of land lying in Lots 3 and 4, Section 30; Lot 1 and the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), Section 31, Township 1 North, Range 1 East and the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4), Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), Section 25, Township 1 North, Range 1 West, Ute Meridian.

Said easement is being conveyed to the CITY OF GRAND JUNCTION by WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY, and is dated MAY 12, 1977.

Except as specifically subordinated herein, all rights held by the Lease Party pursuant to its lease agreement described herein with owner shall remain with said Lease Party or its successors in interest and shall not be altered, changed, or modified by this subordination.

This Subordination shall be binding upon the successors and assigns of said Lease Party and shall enure to the benefit of the CITY OF GRAND JUNCTION and its assigns.

In Witness where said corporation has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 27th day of June, 1977.

BENDIX FIELD ENGINEERING CORPORATION, a Delaware corporation

BY C. L. Greenslit TITLE Vice President

ATTEST W. A. Diehl TITLE Asst. Secretary

(SEAL)

ACKNOWLEDGMENT

STATE OF COLORADO )
COUNTY MESA ) ss:

On this 27th day of June, 1977, before me personally appeared C. L. Greenslit and W. A. Diehl to me known to be the vice-president and asst. Secretary of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated C. L. Greenslit & W. A. Diehl authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

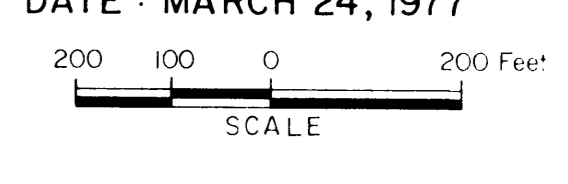
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Marilyn Hall Notary Public in and for the State of Colorado Residing at Grand Jct.

(SEAL)

My commission expires 12/6/80

EXHIBIT A  
 RE-07-25C  
 SECTIONS 25, 30, & 31  
 T. 1N., R. 1E. & R. 1W., UTE P.M.  
 MESA COUNTY, COLORADO  
 PAGE 1 OF 1  
 DATE: MARCH 24, 1977



Correct as to Engineering Data

*Richard L. Cole*  
 Signed

*Chief Branch of Eng.*  
 Title

