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TYPE OF RECORD:

PERMANENT

CATEGORY OF RECORD:

CONTRACT

NAME OF CONTRACTOR:

REEDER MESA LIVESTOCK WATER COMPANY

SUBJECT/PROJECT:

WATER SERVICE AGREEMENT FOR REEDER MESA

CITY DEPARTMENT:

UTILITIES AND STREETS

YEAR:

2003

EXPIRATION DATE:

NONE

DESTRUCTION DATE:

NONE

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WATER SERVICE AGREEMENT Reeder Mesa

The parties to this Agreement are the City of Grand Junction ("City") and the Reeder Mesa Livestock Water Company, an unincorporated, non-profit association ("Reeder Mesa" or "Company"). This Agreement is effective as of <u>July 28</u>, 2003.

Recitals.

- A. The City has owned water rights and water delivery systems since the early 1900's. Pipeline brings raw water from the western slopes of the Grand Mesa to the City's water treatment plant, on Orchard Mesa. Since 1977, in order to comply with federal and state safe drinking water laws, members of the Company have installed devices in each residence to treat the water for domestic use.
- B. In 2000, the City built a small treatment plant as part of the City's purchase of another livestock water company named Purdy Mesa Livestock Water Company ("Purdy Mesa Company"). The City now supplies treated water to properties once served by the Purdy Mesa Company.
- C. Pursuant to this Agreement, the Çity will extend the above described Kannah Creek System ("System") and deliver treated water to those parcels or lots identified below on **Exhibit B**, which is an aerial map of what is commonly known as the Reeder Mesa area.
- D. For several years, the Colorado Department of Public Health and Environment has indicated that certain federal and state standards would be complied with when Reeder Mesa enters into an agreement whereby the City supplies treated water to the domestic users of the Reeder Mesa System.
- E. The majority of the parcels, tracts and lots identified on **Exhibit A**, entitled "Reeder Mesa Water Company Property List," have been voluntarily "down-zoned" to AFT-35 (35 acre minimum parcel size). Such down zoning effectively prevents subdivision and development, other than single family residences and farming/ranching uses. The members of the Company desire that the density in the Reeder Mesa area remain low, at

ROW PE DD 35 acre parcels or larger. The Company and the City desire to support such efforts by limiting the number of new and future taps and users of the City's treated water.

- F. The Company's bylaws have historically limited water taps to one per 40 acre parcel. Concomitantly, it is in the City's interests to encourage efforts to limit the suburbanization, with the associated growth of population, traffic and human activities, in areas from and through which the City's water is gathered and transported.
- G. There are inherent efficiencies to gathering, transporting, treating and delivering water to residences once a certain minimum size of an organization is reached. The City's water department benefits from such efficiencies. The Company desires that the City supply the identified properties, as a part of the City's Kannah Creek System.
- H. Under the terms of this Agreement, the City is willing to accept the Company's transfer of the Company's distribution system and the Company's easements of necessity and prescription, but not its liabilities, so that the City can reasonably and efficiently deliver treated water as provided herein.

NOW THEREFORE, the parties agree and acknowledge as follows:

1. <u>Definitions.</u>

- a. "Company Member" shall mean any person who, either as of the date of this Agreement or in the future, holds fee title to real property located within the Reeder Mesa Service Area, and/or owns or holds any In-Use Tap and/or any Not-In-Use Tap. The Company Members as of the date of this Agreement, and other information, are set forth in **Exhibit A.**
- b. "Reeder Mesa Service Area" shall mean all of the real property within the boundaries set forth on the map attached as **Exhibit B.**
- c. "Right of Way" or "ROW" means a written conveyance of fee simple title or an easement.
- d. "Company pipes" means all pipes, pipelines, valves, taps and all other facilities of the Company, if any, including such mechanisms and connections the City deems necessary to operate, maintain and own the Distribution System.

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- e. "Closing" means the date agreed upon by the parties for delivery of deeds and bill(s) of sale to the City, and contemporaneous transfer of ownership of the distribution system, from the Company to the City.
- f. "Distribution System" shall mean all pipe, fixtures, water meters (including spares), storage tanks, and other equipment used to provide water service to Company Members within the Reeder Mesa Service Area, from the tap on the City's Kannah Creek flow line to and including all water meters. The Distribution System is set forth more fully on the map attached as **Exhibit B**.
- g. "In-Use Taps" shall mean those taps, which as of the date of this Agreement, are actively in use for the provision of water by the City to a Company Member. In-Use Taps are identified on **Exhibit A**.
- h. "Not-In-Use Taps" shall mean those taps which as of the date of this Agreement have been issued to Company Members but are not actively in use for the provision of water as of the date of this Agreement. Not In-Use Taps are identified on **Exhibit A**.

2. <u>Duties and Obligations of the Company.</u>

- a. The Company shall deliver to the City at the Closing a bill of sale for all of the Company's right, title and interest, subject to no encumbrances or liens or title defects (unless the City agrees otherwise in writing), in and to the Distribution System.
- b. By quit claim deed, the Company shall at the closing convey, assign, and transfer to the City, subject to no encumbrances or liens or title defects (unless the City agrees otherwise in writing), all of the Company's ROW, and all easements of record, by necessity, and by prescription.
- c. At the Closing, the Company shall transfer and assign to the City all licenses, permits and similar evidence of permission for operating, owning and maintaining the Distribution System from Mesa County or other entities, however as of the time of execution hereof, the Company is not aware that it has any.
- d. Prior to closing the Company shall diligently act to obtain from each applicable Company Member any additional written ROW the City deems necessary to operate the Distribution System and to provide water to any In-Use Tap. The Company shall accomplish the transfer

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- to the City of such ROW without cost or expense to the City except as the City may otherwise agree.
- e. The terms of this Agreement are not effective and this Agreement is not binding unless closing occurs as provided herein.
- f. So that the City shall receive all of the Company's rights, including prescriptive rights, necessary to operate the Distribution System, at closing the Company shall convey its Quit Claim Deed and Bill of Sale conveying the Distribution System and ROW and Company pipes free and clear of, unless the City accepts otherwise in writing:
 - i. all indebtedness, liens and encumbrances and all taxes, including general property taxes for the year of closing;
 - ii. all liens for special improvements whether assessed or not;
 - iii. all fees and charges for utilities, association dues and water assessments;
 - iv. all claims for salaries, compensation, benefits, worker's compensation benefits or awards due by Company officers, stockholders, employees, or contractors for or relating to work or employment, including efforts of independent contractors;
 - v. any contractor's, mechanic's or materialmen's claims relating to the Company's pipes, ROW or improvements to the Distribution System;
 - vi. any covenants, agreements, restrictions, or reversionary provisions not accepted by the City listed as exceptions in the Title Documents as set forth herein; and
 - vii. all tenancies and/or leasehold estates.

3. <u>City Water Delivery.</u>

- a. From and after closing the City shall thereafter in accordance with the City's water ordinances, policies and regulations provide treated water to the parcels, properties and tracts specifically listed on **Exhibit A**.
- b. The City shall charge the same rates for customers in the Reeder Mesa Service Area as charged to other customers of the City's

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- Kannah Creek Water System and shall hold the current rate until January 1, 2006.
- c. Pursuant to the rules and requirements of the City Council of the City, the City shall operate, own and maintain the Distribution System.
- d. The City agrees to limit its service under this Agreement, and the number of taps and connections to the Distribution System to the number of taps/connections and those parcels and tracts as shown on Exhibits A and B. The total of such taps/connections is thirty three (33), and includes future connections to parcels currently owned by Wood, Ferguson and Kelley with respective parcel numbers 2969-232-00-170, 2969-231-00-174 and 2969-232-00-160, and three of said 33 taps/connections are eligible to purchase either Not-In-Use taps or new taps from the City. Said latter three parcels are 2969-233-00-143 (Wood), 2969-233-00-377 (Charlesworth) and 2969-244-00-383 (Mosher).
- e. Other than as shown in Exhibit B, the City agrees to not allow other connections to the Distribution System within the Reeder Mesa service area (shown on Exhibit B).
- f. The City agrees to reasonably operate and maintain the Distribution System, so that the hydrostatic pressure available through the Distribution System is substantially equivalent to that available historically before the closing.

4. <u>Taps. Tap Fee. Future Connection</u>.

- a. The City agrees that the owners of In-Use Taps will not be charged a plant investment fee (PIF) commonly referred to as a connection or tap fee for initial delivery of water by the City.
- b. Until January 1, 2013, the City agrees to allow the owners of Not-In-Use Taps to connect to the System for no greater that \$1,500.00 per tap, in addition to the actual costs in personnel and materials needed to make the delivery of water physically possible.
- c. The parties agree that there shall be only one single family residence supplied by any one tap or connection.
- d. Other than as provided in 4a. and 4b. above, all connections and/or taps to the Distribution System shall pay the Kannah Creek Water



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- System plant investment fee, currently \$8,500.00, in addition to the actual costs incurred in making such connections and taps.
- e. Other than those connections to the Distribution System as of the date of Closing, the parties agree that there shall be no water delivered pursuant to this Agreement to any parcel that is less than 35 acres, except as shown on Exhibit B.
- f. The City agrees that it will not supply water in the Reeder Mesa Service Area, other than as specifically authorized in this Agreement.

5. Waiver. Release. Hold Harmless.

- a. The Company, for itself and for each Company Member, agrees that actions against the City based on enforcement of this Agreement, and any terms or provisions hereof, shall be limited to actions initiated by the Company. To effectuate this concept, by closing, the Company, for itself and for each Company Member, waives and releases any claims that might otherwise be held or made by a Company Member, except the following:
- b. The Company or an individual or a Company Member may sue the City for negligent or intentional misconduct for failure to provide treated water in accordance with State and Federal water treatment regulations.
- c. Notwithstanding 5a, a Company Member, an owner of an in-use tap, not-in-use tap, or any other tap or connection to the Reeder Mesa System, has one and only one additional remedy, to wit, the right to sue the City to specifically enforce the terms hereof, however the City shall not be liable for any compensation or other damages, no matter how stated.
- d. Third party beneficiaries of this agreement, by receiving water hereunder, and other benefits hereunder, shall be bound by the terms of this paragraph and this agreement.

6. <u>Description of Easements and ROW.</u>

The parties agree that the City will need at least twenty feet (20') of working area and easement width, centered on the pipe or facility in question, throughout the Distribution System. Rather than incur the costs to survey existing pipes, the parties agree to identify (as accurately as possible given present information) the location of existing pipes on the

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attached aerial photographs (**Exhibit B**), thereby identifying the twenty foot (20') width centered on the pipe.

7. No assumption of liabilities.

The City is not purchasing or assuming any liabilities, debts or obligations of the Company and the Property does not include any such liability, debt or obligation necessary to supply water to the customers of the Company.

8. Closing.

- a. At closing, the Company shall deliver to the City the completed Exhibits A and B.
- b. At closing, the Company shall provide the City with maps identifying in detail the Company's best information concerning the location of each tap, meter pit, valve, fire hydrant, location and length of pipeline (including the size, date of installation, repair history, and type of material) which is necessary to deliver water to any Company customer or Company Member. Along with the real property interests and the Distribution System, the foregoing shall be referred to herein as the "Reeder Mesa System."

9. Taps Not Transferable.

All taps and PIF's to the Reeder Mesa System shall be non-refundable and non-transferable from the physical location applied for, except that the Not-In-Use Taps will not be allocated to a physical location until initially placed in service.

10. <u>Time and Materials for Taps for Not-In-Use and Future Users.</u>

- a. At such time as each Not-In-Use owner or customer, including future customers, elects to receive water from the Reeder Mesa System, such owner or customer shall pay to the City the costs of making the physical connection, on a "time and materials" basis, from the owner's side of the meter to the pipe of the Distribution System, including costs of the extension of any service line or taps, installation of meters and meter pits.
- b. Notwithstanding the provisions of 10(a), because of the relatively long distance from the existing distribution lines to the Wood, Ferguson and Kelley parcels described in section 3 (d), and because said three parcels are currently connected to the City's flowline rather than the existing distribution lines, the City agrees to extend a service line to each residence and connect with the existing service line to each respective home, without time and materials cost to the then owners of said three parcels. Each of said respective owners

Page 7

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does not have to pay any plant investment fees because each is already an In-Use customer. In cooperation with each such owner, the City will locate the meter and meter pit on such owner's land to provide ready City access to the meter and meter pit. After the connection has been made as described above, each respective owner shall, in accordance with City ordinances and regulations, be thereafter responsible for maintenance and replacement of the service line from the meter to the house or residence.

11. Water System Ordinances and Regulations.

- a. Upon closing, the City's water ordinances, policies and regulations shall apply to the Reeder Mesa System (also termed the Distribution System) unless specifically otherwise provided for herein.
- b. The City's ordinances relating to the City's existing distribution system define the individual customer or users services duties and ownership as being on the "house" side of the water meter. The parties agree that the meter, and all pipe and facilities which are on the treatment plant side of the meter, are part of the Distribution System.
- c. No customer or owner of a tap shall be entitled to maintain continued water service from the City unless such person pays to the City and such costs within thirty (30) days of billing. The City may disconnect any such tap and discontinue any service as provided by the City's ordinances relating to water supply to City residents.

12. No Assignment Without Consent.

No assignment of any Not-In-Use Tap shall be effective until the City receives the assignor's assignment, in writing, in a form acceptable to the City. No other taps are assignable.

13. Meters.

Before Closing, the Company will coordinate with the City regarding the final reading of meters. The City shall have no responsibility for collecting any Company bills or accounts receivable, however, the City may cooperate with the Company in closing out the Company's accounts receivable. Should any customer pay a Company bill to the City, the City will forward such payments amounts to the Company at its last known address.

14. <u>Toxics.</u>

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The Company, by executing and authorizing this Agreement, represents to the City that it has no knowledge of any toxic, hazardous, or regulated substances, or underground storage tanks, on or within any portion of the Reeder Mesa System nor within, on, in or under any right-of-way and/or easements relating to the Reeder Mesa System.

15. Defaults.

If obligation hereunder is not performed as herein provided, there shall be the following remedies:

- a. IF THE CITY IS IN DEFAULT, the Company may treat this Agreement as cancelled or the Company may sue for specific performance; notwithstanding any other provision hereof, in no event may the Company sue the City for any monetary damages, of whatever form. See Paragraph 5.
- b. IF THE COMPANY IS IN DEFAULT, the City may treat this Agreement as being in full force and effect and shall have the right to specific performance.

16. No Third Party Beneficiaries.

Neither this Agreement nor any other provision hereof shall be deemed to create rights in any third party, except as provided in section 5d.

17. <u>Council Approval.</u>

This Agreement, and the City's obligation to proceed under its terms, is expressly conditioned upon obtaining the consent and approval of the City Council of the City of Grand Junction.

18. Entire Agreement.

This Agreement contains the entire agreement between the parties and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. The parties have had extensive discussions and negotiations. If a term or provision is not written in this contract, it shall not be enforceable.

19. Advisors.

The Company and the City each agree to rely on the advice of their own tax and legal counsel regarding this Agreement. Any ambiguity shall not be construed against the drafter.

20. Term

This Agreement shall remain in effect from closing date forward.

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IN WITNESS WHEREOF, the City of Grand Junction, Colorado, has caused this Agreement to be subscribed by its City Manager and sealed and attested by its City Clerk in its behalf; and Reeder Mesa Livestock Water Company has signed this Agreement the day and the year first mentioned herein.

CITY OF GRAND JUNCTION

REEDER MESA LIVESTOCK WATER COMPANY

ATTEST:

Richard Weber, President

Stephanie Tuin, City Clerk

Diane Dea, Secretary



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EXHIBIT "A" Reeder Mesa Service Area Property List

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Map#	Name	Address	I - In Use	Parcel Number	Legal Description
map#	Name	Addiess	N - Not in Use	I dicci italibei	Logal Doscilption
1	Kelly, Gary L	7390 Reeder Mesa Rd	N - NOCIII OSE	2969-232-00-160	NE4NW4 SEC 23 2S 2E
2	Ferguson, Robert J and Danella D Ferguson	7386 Reeder Mesa Rd	<u> </u>		NW4NE4 SEC 23 2S 2E
3	McNeill, Vernon D and Melissa R McNeill	7380 Reeder Mesa Rd			SW4NE4 SEC 23 2S 2E
4	Eberly, Merl Ray	7630 Reeder Mesa Rd	<u>'</u>		SE4NE4 SEC 23 2S 2E
5	Mioduszewski, Tom	No Address	N		NE4SE4 SEC 23 2S 2E
6	Chapman, Charles W and Carol S	7330 Reeder Mesa Rd	i		NW4SE4 SEC 23 2S 2E
7	Weber, Richard D and Linda M	6800 Reeder Mesa Rd	i		NE4SW4 SEC 23 2S 2E
8	Wood, Stephen K Wood and Margaret P	No Address	N		NE4SE4 SEC 22 2S 2E
9	Wood, Stephen K Wood and Margaret P	3784 CS 2/10 RD	NO TAP		NW4SW4 SEC 23 2S 2E
10	Wood, Stephen K Wood and Margaret P	6790 Reeder Mesa Rd	100 17.11		S2NW4 SEC 23 2S 2E
11	Topliss, Alfred M and Beth	6250 Reeder Mesa Rd	i		SW4SE4 SEC 22 2S 2E
12	Dea. Michael and Diane K	6310 Reeder Mesa Rd	i		SE4SE4 SEC 22 2S 2E
13	Wood, Stephen K Wood and Margaret P	6740 Reeder Mesa Rd	i	2969-233-00-158	ALL PROP LYG NW MESA CO RD CS.2 WITHIN
10		, 10 1100 00 1			SW4SW4 SEC 23 2S 2E
14	Graham, Arthur S and Wanda K	6777 Reeder Mesa Rd	1	2969-233-00-159	ALL PROP LYG SE MESA CO RD CS.2 WITHIN
.,					SW4SW4 SEC 23 2S 2E
15	Markowitch, Peter and Mary E Markowitch	6200 Reeder Mesa Rd	ı	2969-271-00-188	NW4NE4 SEC 27 2S 2E
16	Forsgren, Royal L and Jana M	7801 Reeder Mesa Rd	ı	2969-262-00-268	ALL OF NE4NW4 & NW4NE4 SEC 26 2S 2E
					LYG S OF A DIAGNOL LI RUN FR SE COR
					NW4NE4 TO NW COR NE4NW4 SD SEC 26
17	Vogel, Douglas P and Kristin L	7799 Reeder Mesa Rd	I	2969-261-00-269	NE4NW4 & NW4NE4 SEC 26 2S 2E EXC ALL
					OF NE4NW4 & NW4NE4 SD SEC 26 LYG S OF
		Į			A DIAGNOL LI RUN FR SE CO NW4NE4 TO
		i			NW COR NE4NW4 SD SEC 26
18 and 33	Cavanagh, Paul F and Christina M Cavanagh	7803 Reeder Mesa Rd	I,N	2969-262-00-178	SE4NW4 + SW4NE4 SEC 25 2S 2E
19	Valentine, Donald L	8005 Reeder Mesa Rd	N	2969-243-00-228	W2SE4SW4 SEC 24 2S 2E & W2NE4NW4 SEC
		1			25 2S 2E EXC BEG 336FT E OF NE COR
					NW4NW4 SD SEC 25 S 1321FT E 336FT N
					1321FT W 335FT TO BEG & EXC BEG 336FT E
					OF SE COR SW4SW4 SD SEC 24 N 660FT E
					204FT N 660FT E 132FT S 1320FTW 335FT TO
					BEG
20	Booco, William A and Phyllis E	8111 Reeder Mesa Rd	N	2969-243-00-227	BEG 336FT E OF NE COR NW4NW4 SEC 25
					2S 2E S 1321 FT E 336FT N 1321FT W 335FT
					TO BEG & BEG 336FT E OF SE COR SW4SW4
					SEC 24 2S 2E N 660FT E 204FT N 660FT E
					132FT S 1320FT W 335FT TO BEG
21	Friess, Martha D and Trustee	8251 Reeder Mesa Rd	1	2969-244-00-150	BEG S 88DEG06'11SEC E 2590.40FT FR NW
ļ					COR SEC 25 2S 2E S 88DEG06'11SEC E
					1166.18FT N 0DEG57'39SEC E 1305.89FT N
					87DEG56'33SEC W 1166.23FT S
					0DEG57'39SEC W 1309.16FT TO BEG

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EXHIBIT "A" Reeder Mesa Service Area Property List

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Map #	Name	Address	Tap Type I - In Use N - Not in Use	Parcel Number	Legal Description
22	Hokanson, Edward William and Tracy Nelle Hokanson	8601 Reeder Mesa Rd	N	2969-244-00-382	PARCEL A HOKANSON SIMPLE LAND DIVISION LYG IN SEC 24 2S 2E & SEC 35 12S 98W -45.47AC
23	Mosher, Robert W	8727 Reeder Mesa Rd	NO TAP	2969-244-00-383	PARCEL B HOKANSON SIMPLE LAND DIVISION LYG IN SEC 24 2S 2E & SEC 35 12S 98W - 9.86AC
24	Barrix, James D and Karen E Barrix	2660 Lands End Rd	N		BEG N 89DEG07'39SEC W 693.35FT FR E4 COR SEC 35 12S 98W N 89DEG07'39SEC W 771.93FT ALG ARC CVE TO RIGHT 94.02FT CHORD BEARS S 05DEG06'40SEC E 93.91FT R 572.96FT S 0DEG24'36SEC E 38.18FT ALG ARC CVE TO LEFT 380.37FT CHORD BEARS S 19DEG25'41SEC E 373.42FT R 572.96FT S 38DEG26'47SEC E 148.35FT N 51DEG34'58SEC E 174.80FT N 47DEG33'57SEC E 191.43FT N 40DEG02'12SEC E 176.82FT N 35DEG43'41SEC E 265.04FT TO BEG EXC ROW AS PER B-1090 P-744 + B-408 P-217 OF MESA CO RECORDS
25	Friess, Martha D and Trustee	8241 Reeder Mesa Rd	N	2969-243-00-165	THE WEST 35 ACRES OF E 1/2 OF FOLLOWING DESC PARCEL - SE4SW4 SEC 24 + NE4NW4 SEC 25 ALL IN 2S 2E
26	Marak, Gary P and Lori A Marak	1920 Lands End Rd		2969-251-00-230	BEG S 55DEG38'53SEC E 3407.95FT FR NW COR OF SEC 25 2S 2E ALG C LI HWY N 57DEG04' E 80.25FT N 64DEG59'12SEC E 197.52FT N 67DEG33'35SEC E 474.27FT N 0DEG57'39SEC E 1498.35FT N 88DEG06'11SEC W 934.92FT S 0DEG57'39SEC W 1310.57FT S 25DEG04'39SEC E 581.72FT TO BEG EXC BEG N88DEG06'11SEC W 2769.13FT FR NE COR SD SEC 25 S 88DEG06'11SEC E 531.37FT S 1DEG53'49SEC W 136.18FT S 68DEG19'34SEC W 573.23FT N 0DEG57'39SEC E 365.45FT TO BEG
27	Rolbiecki, Glenn J and Jeanette M	1900 Lands End Rd	1	2969-251-00-229	COR SEC 25 2S 2E S 88DEG06'11SEC E 531.37FT S 1DEG53'49SEC W 136.18FT S 68DEG19'34SEC W 573.23FT N 0DEG57'39SEC E 365.45FT TO BEG
28	Morby, Gary D and Vicki L Morby	2010 Lands End Rd	I	2969-251-00-378	PARCEL A MILLER SIMPLE LAND DIVISION SEC 25 2S 2E - 20.11AC

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EXHIBIT "A" Reeder Mesa Service Area Property List

PAGE	3 04	3

Map#	Name	Address	Tap Type I - In Use N - Not in Use	Parcel Number	Legal Description
29	Kowalski, Dianna M and Edward C Kowalski	2020 Lands End Rd	1	2969-251-00-379	PARCEL B MILLER SIMPLE LAND DIVISION SEC 25 2S 2E & SEC 35 12S 98W - 17.10AC
30	Sawaged, Majed S and Issa S	No Address	N	2969-252-00-164	BEG AT PT WHICH IS S 25DEG46'27SEC E 2977.34FT FR NWCOR SEC 25 2S 2E S 88DEG50'20SEC E 544.24FT TO CTR LI NORTH FORK KANNAH CREEK HWY N 49DEG27'01SEC E 111.96FT N 51DEG25'26SEC E 1024.55FT N 57DEG04' E 105.75FT N 25DEG04'39SEC W 581.72FT N 88DEG28'12SEC W 1250.56FT S 0DEG58'02SEC W 1318.58FT TO BEG
31	Charlesworth, John D and Alta M Charlesworth	7001 Reeder Mesa Rd	1	2969-233-00-376	SE4SW4 SEC 23 2S 2E EXC BEG NW COR SE SE4SW4 S TO SW COR SD SE4SW4 E 660FT N 330FT N 610FT N TO BNDRY SD SE4SW4 V 50FT TO BEG - 33.86AC
32	Charlesworth, Clarke	No Address	NO TAP	2969-233-00-377	BEG NW COR SE4SW4 SEC 23 2S 2E S TO SW COR SD SE4SW4 E 660FT N 330FT W 601FT N TO N BNDRY SD SE4SW4 W 50FT TO BEG - 6.14AC

QUIT CLAIM DEED

2146521 09/05/03 1216PM
JANICE WARD CLK&REC MESA COUNTY CO
RECFEE \$5.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

Reeder Mesa Livestock Water Company, Grantor, in consideration of the signing of the Water Service Agreement, dated July 28, 2003, and other adequate consideration, the receipt and sufficiency of which is hereby acknowledged, hereby quit claims to the City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, its successors and assigns forever, the following described real property situate in the County of Mesa, State of Colorado, to wit:

All of the Company's right of way and easements of record, by necessity and by prescription.

Executed and delivered this 28 th day of July, 2003.	
Br J Wh	CHARLES
Richard Weber, President	الم المراجعة
State of Colorado)) ss.	A SECOND
County of Mesa)	
The foregoing instrument was acknowledge your way, 2003, by Richard Weber, Preside ompany.	ent of the Reeder Mesa Livestock Water
My commission expires	
Witness my hand and official seal.	
-	Notary Public

BridWill

