

RESOLUTION NO. 09-02

**AUTHORIZING THE EXCHANGE OF WATER LINE EASEMENTS
WITH ELAM CONSTRUCTION, INC.
TO ACCOMMODATE THE KANNAH CREEK FLOWLINE REPLACEMENT PROJECT**

WHEREAS, the City is the owner and operator of two water pipelines, known as the Kannah Creek Flowline and the Purdy Mesa Flowline, which deliver the main source of water for domestic, fire fighting and other uses for the inhabitants of the City of Grand Junction; and

WHEREAS, pursuant to and in accordance with certain easements acquired by the City in 1911 for the Kannah Creek Flowline and in 1955 for the Purdy Mesa Flowline, portions of each of the Flowlines are located upon certain real property now owned by Elam Construction, Inc.; and

WHEREAS, the City will be replacing the Kannah Creek Flowline with a new water pipeline, the location of which has been mutually agreed upon between the City and Elam Construction, Inc.; and

WHEREAS, the City and Elam Construction, Inc., desire to replace those portions of the 1911 Kannah Creek Flowline Easement and the 1955 Purdy Mesa Flowline Easement which presently encumber the property now owned by Elam Construction, Inc., with one perpetual water line easement that will permit the City to access the property of Elam Construction, Inc., with workers and equipment for the purposes of installing, operating, maintaining, repairing and replacing the new Kannah Creek Flowline and the existing Purdy Mesa Flowline.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That upon delivery to the City by Elam Construction, Inc., of a perpetual easement for the purposes described above, the City Manager be and is hereby authorized, on behalf of the City and as the act of the City, to execute a Quit Claim Deed which shall remise, release, convey and Quit Claim unto Elam Construction, Inc., any and all interests the City may have in and to those portions of the easements recorded in Book 175 at Page 186 and Book 896 at Page 349 in the office of the Mesa County Clerk and Recorder which encumber certain real property now owned by Elam Construction, Inc.

PASSED and ADOPTED this 6th day of February, 2002.

Attest:

/s/: Cindy Enos-Martinez
President of the City Council

/s/: Juanita Wesley
Deputy City Clerk

Original doc
Street address

BOOK 3022 PAGE 475
2040793 02/13/02 0345PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$5.00
DOCUMENTARY FEE \$EXEMPT

QUIT CLAIM DEED

The City of Grand Junction, a Colorado home rule municipality, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, conveyed and QUIT CLAIMED, and by these presents does hereby remise, release, convey and QUIT CLAIM unto Elam Construction, Inc., a Colorado corporation, whose address is 1225 South 7th Street, Grand Junction, Colorado 81501, Grantee, all of the right, title and interest of Grantor in and to the following described Easement Interests in the County of Mesa, State of Colorado, to wit:

Easement Parcel No. 1:

Any and all Easement interests created by instrument recorded in Book 175 at Page 186 in the office of the Mesa County Clerk and Recorder which presently encumber the real property of Grantee located in the Southwest 1/4 of the Southeast 1/4 ("SW 1/4 SE 1/4") and in the West 1/4 of the Southeast 1/4 of the Southeast 1/4 ("W 1/4 SE 1/4 SE 1/4") of Section 26, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado.

AND ALSO

Easement Parcel No. 2:

Any and all Easement interests created by instrument recorded in Book 696 at Page 349 in the office of the Mesa County Clerk and Recorder which presently encumber the real property of Grantee located in the Southwest 1/4 of the Southeast 1/4 ("SW 1/4 SE 1/4") and in the West 1/4 of the Southeast 1/4 of the Southeast 1/4 ("W 1/4 SE 1/4 SE 1/4") of Section 26, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado.

TO HAVE AND TO HOLD said premises, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever.

Executed and Delivered this 6th day of February, 2002.

Attest: For the City of Grand Junction,
a Colorado home rule municipality

Juanita Wesley
Deputy City Clerk

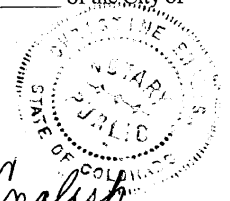
[Signature]
City Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 6th day of February, 2002, by Kelly Arnold as City Manager and attested to by Juanita Wesley as Deputy City Clerk of the City of Grand Junction, a Colorado home rule municipality.

My commission expires 2/6/06.
Witness my hand and official seal.

Christine English
Notary Public



WHEN RECORDED RETURN TO:
City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

BOOK 3022 PAGE 476
2040794 02/13/02 0345PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$25.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Elam Construction, Inc., a Colorado corporation, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey unto the City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of water pipelines and related facilities, on, along, over, under, through and across the following described parcel of land, to wit:

See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said Perpetual Easement unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to enter upon said premises, to survey, maintain, operate, install, repair, replace, control and use said Easement and the water pipelines and appurtenances and facilities related thereto, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard utility construction and repair machinery, subject to the terms and conditions contained herein.

1. Grantor shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with the rights herein granted and which will not interfere with the full use and quiet enjoyment of Grantee's rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the easement area shall not be burdened or overburdened by the installation or placement of any improvements, structures, items or fixtures which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the easement area.
2. Grantee's utilization of the above conveyed premises shall be conducted in a reasonable and prudent manner. The work and act by Grantee of installing, maintaining, repairing and replacing said water pipelines and related facilities shall be performed with due care using commonly accepted standards and techniques.
3. Grantor hereby covenants with Grantee that it will warrant and forever defend the above conveyed premises in the quiet and peaceful possession of Grantee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 30 day of JAN., 2002.

Attest:

Elam Construction, Inc.
a Colorado corporation



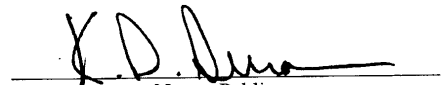


President

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 30TH day of JANUARY, 2002, by Harold F. Elam as President and attested to by STEPHEN J. KASPAR as ASST. SECRETARY of Elam Construction, Inc., a Colorado corporation.

My commission expires: 07/18/04
Witness my hand and official seal.



Notary Public

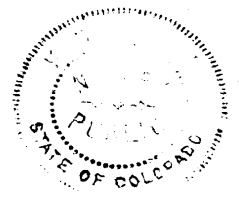


EXHIBIT "A"

A Perpetual Easement situate in the Southwest ¼ of the Southeast ¼ ("SW ¼ SE ¼") and in the West ¼ of the Southeast ¼ Quarter of the Southeast ¼ ("W ¼ SE ¼ SE ¼") of Section 26, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Northeast Corner of the W ¼ SE ¼ SE ¼ of said Section 26, and considering the East line of the W ¼ SE ¼ SE ¼ of said Section 26 to bear S 00°07'17" E with all bearings contained herein being relative thereto;

thence S 00°07'17" E along the East line of said W ¼ SE ¼ SE ¼ a distance of 516.63 feet;

thence leaving said East line, N 78°33'24" W a distance of 101.94 feet;

thence N 82°40'49" W a distance of 200.30 feet;

thence S 88°02'47" W a distance of 548.25 feet;

thence N 57°47'28" W a distance of 577.91 feet;

thence N 58°28'24" W a distance of 187.86 feet;

thence N 84°16'51" W a distance of 134.75 feet;

thence N 87°56'17" W a distance of 321.70 feet;

thence N 88°30'05" W a distance of 122.10 feet;

thence S 59°57'34" W a distance of 99.62 feet;

thence N 31°44'02" W a distance of 44.13 feet;

thence N 01°49'00" E a distance of 72.30 feet, more or less, to a point on the North line of the SW ¼ SE ¼ of said Section 26 from whence the Northwest Corner of said SW ¼ SE ¼ bears N 89°52'25" W a distance of 114.11 feet;

thence S 89°52'25" E along the North line of said SW ¼ SE ¼ a distance of 20.01 feet;

thence leaving said North line, S 01°49'00" W a distance of 66.86 feet;

thence S 31°44'02" E a distance of 18.68 feet;

thence N 59°57'34" E a distance of 85.85 feet;

thence S 88°30'05" E a distance of 111.40 feet;

thence N 45°20'06" W and distance of 42.55 feet;

thence N 00°20'06" W a distance of 12.38 feet, more or less, to a point on the North line of the SW ¼ SE ¼ of said Section 26 from whence the Northwest corner of the SW ¼ SE ¼ of said Section 26 bears N 89°52'25" W a distance of 297.17 feet;

thence leaving said North line, S 45°20'06" E a distance of 32.55 feet;

thence S 87°56'17" E a distance of 317.13 feet;

thence S 84°16'51" E a distance of 145.19 feet;

thence S 58°28'24" E a distance of 197.50 feet;

thence S 57°47'28" E a distance of 565.62 feet;

thence N 88°02'47" E a distance of 539.20 feet;

thence S 82°40'49" E a distance of 204.98 feet;

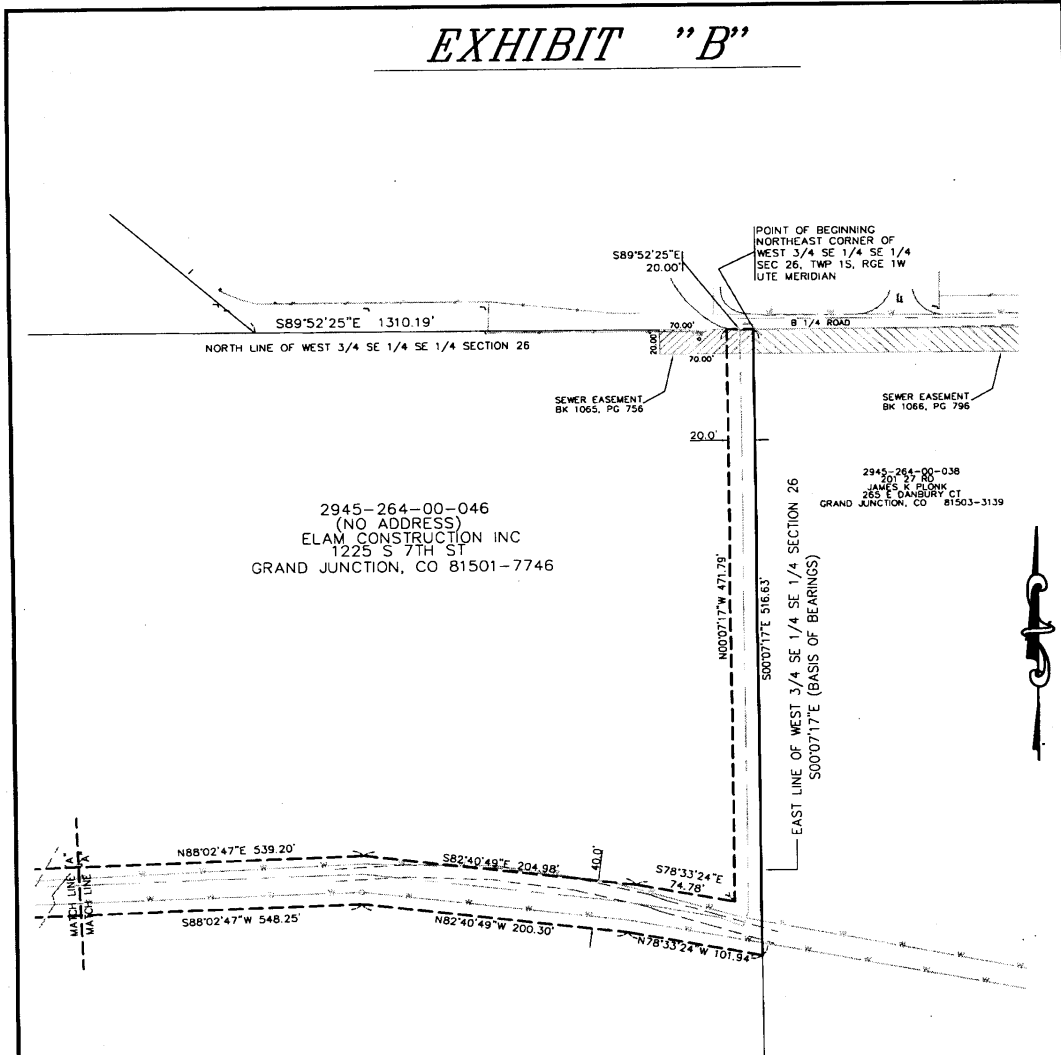
thence S 78°33'24" E a distance of 74.78 feet, more or less, to a point on a line which is 20.00 feet West of and parallel with the East line of the W ¼ SE ¼ SE ¼ of said Section 26;

thence N 00°07'17" W along said parallel line a distance of 471.79 feet, more or less, to a point on the North line of the W ¼ SE ¼ SE ¼ of said Section 26;

thence S 89°52'25" E along said North line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 100,138 square feet (2.30 Acres) more or less, as described herein and depicted on Exhibit "B" attached hereto and incorporated herein by reference.

EXHIBIT "B"



2945-264-00-046
 (NO ADDRESS)
 ELAM CONSTRUCTION INC
 1225 S 7TH ST
 GRAND JUNCTION, CO 81501-7746

2945-264-00-038
 261 97 RD
 JAMES K PLOMK
 265 E DANBURY CT
 GRAND JUNCTION, CO 81503-3139

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

SHEET 1 OF 3

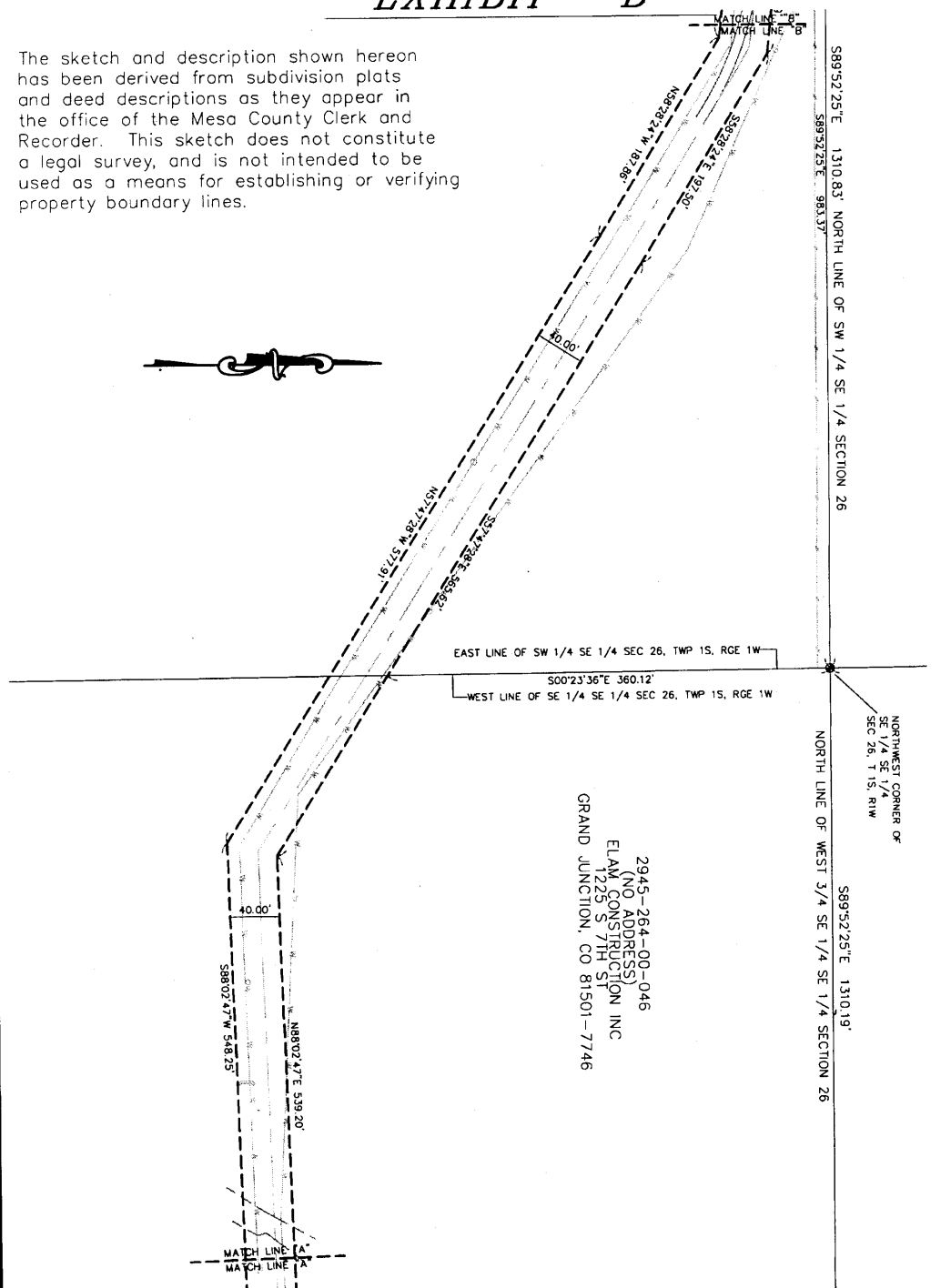
DRAWN BY: P.T.K.
 DATE: 01-22-2002
 SCALE: 1" = 100'
 APPR. BY: IW
 FILE NO. ELAM.DWG

EASEMENT DESCRIPTION MAP
 2945-264-00-046

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
CITY OF GRAND JUNCTION

EXHIBIT "B"

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2945-264-00-046
 (NO ADDRESS)
 ELAM CONSTRUCTION INC
 1225 S 7TH ST
 GRAND JUNCTION, CO 81501-7746

SHEET 2 OF 3

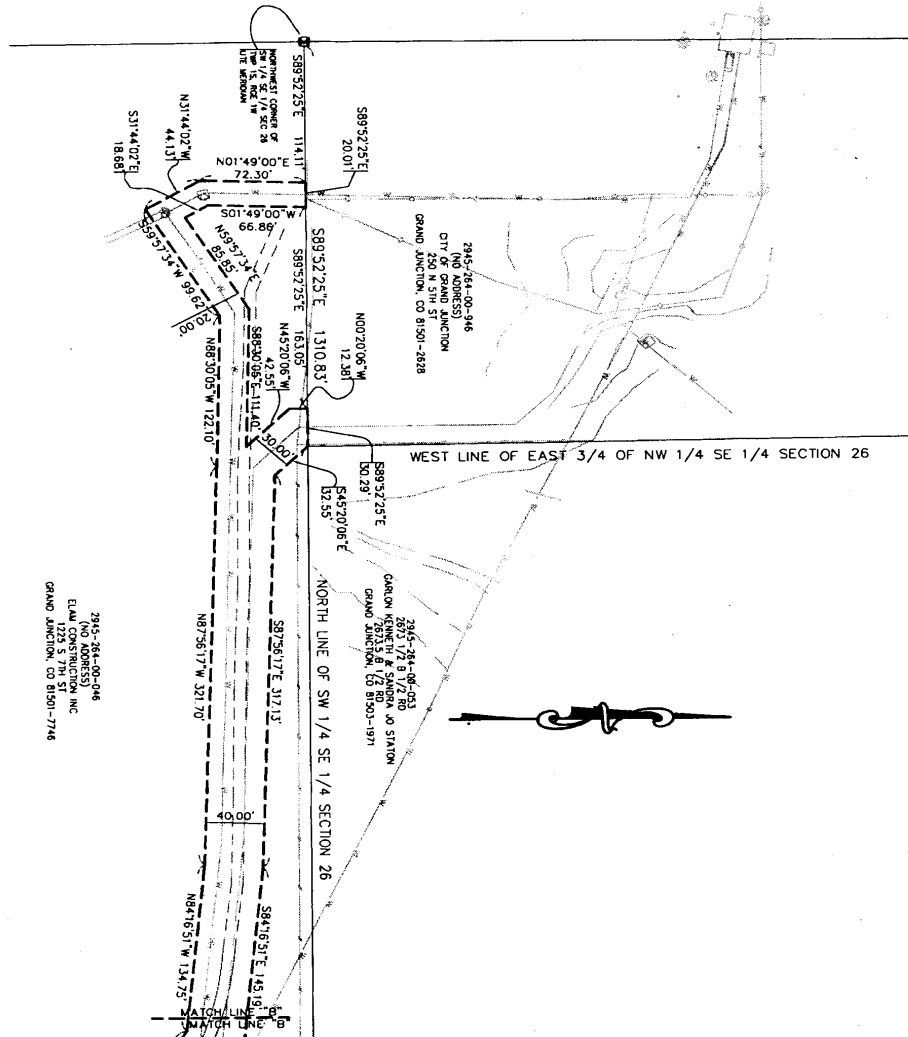
DRAWN BY: P.T.K.
 DATE: 01-22-2002
 SCALE: 1" = 100'
 APPR. BY: IW
 FILE NO: ELAM.DWG

EASEMENT DESCRIPTION MAP
 2945-264-00-046

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION

EXHIBIT "B"

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2945-264-00-046
 ELAM CONSTRUCTION INC
 1225 S 7TH ST
 GRAND JUNCTION, CO 81501-7746

SHEET 3 OF 3

DRAWN BY: P.T.K.
 DATE: 01-22-2002
 SCALE: 1" = 100'
 APPR. BY: IW
 FILE NO: ELAM.DWG

EASEMENT DESCRIPTION MAP

2945-264-00-046

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION