

**CITY OF GRAND JUNCTION, CO**

**RESOLUTION NO. 63-08**

**A RESOLUTION GRANTING A NON-EXCLUSIVE WATER SERVICE LINE  
EASEMENT  
TO DERRIL AND DEBRA D. ROCKWELL**

WHEREAS, the City of Grand Junction is the owner of certain real property described as Beginning at a point 30 South and 870.22 feet West of the center of the Northwest quarter (NW ¼) of Section 26, Township One South of Range One West of the Ute Meridian, thence South 390.46 feet; thence East 390.46 feet; thence South 46.14 feet; thence East 479.76 feet; thence South 789.4 feet; thence West 22 feet; thence South 64 feet; thence West to the West line of said Section 26; thence North 1290 feet; thence East 449.78 feet to place of beginning, except right of way of D & R G Railway Company, also except right of way pipe line to the City of Grand Junction from the reservoirs and except all lots deeded to various parties for burial purposes.

WHEREAS, Derril and Debra D. Rockwell have requested a non-exclusive water service easement across said City property located just south of the property adjacent to 26 3/8 Road for the purposes of installing, operating, maintaining repairing and replacing a water service utilities line facilities appurtenant thereto.

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

That the City Manager is hereby authorized, on behalf of the City and as the act of the City, to execute the attached Easement Agreement conveying to Derril and Debra D. Rockwell a non-exclusive easement over and across the limits of the City property described therein and for the purposes described therein.

PASSED and ADOPTED this 7<sup>th</sup> day of May, 2008.

Attest:

/s/: Gregg Palmer  
President of the Council

/s/: Stephanie Tuin  
City Clerk

## EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between The City of Grand Junction, a Colorado home rule municipality ("Grantor or City"), whose address is 250 North 5th Street, Grand Junction, Colorado 81501, and Derril Rockwell and Debra D. Rockwell ("Grantee"), whose address is 2767 ½ D Road, Grand Junction, CO 81501

### RECITALS

A. Grantor is the owner of certain real property described as:

Beginning at a point 30 South and 870.22 feet West of the center of the Northwest quarter (NW ¼) of Section 26, Township One South of Range One West of the Ute Meridian, thence South 390.46 feet; thence East 390.46 feet; thence South 46.14 feet; thence East 479.76 feet; thence South 789.4 feet; thence West 22 feet; thence South 64 feet; thence West to the West line of said Section 26; thence North 1290 feet; thence East 449.78 feet to place of beginning, except right of way of D & R G Railway Company, also except right of way pipe line to the City of Grand Junction from the reservoirs and except all lots deeded to various parties for burial purposes.

B. The parties desire to provide for the conveyance of a non-exclusive easement required for the Project pursuant to the terms and conditions stated in this Agreement.

C. The Grantee desires an easement across the City's above-described property for the installation of a water service line.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants, conditions, restrictions, duties and obligations contained herein, the parties agree as follows:

1. Consideration, Grant. For and in consideration of the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) and other good and valuable consideration, the Grantor hereby grants and conveys to the Grantee, by quit claim, a non-exclusive easement on, along, over, under, through and across the limits of the City Property as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by reference ("Easement"), and the Grantee accept such grant and conveyance subject to the terms and conditions of this Agreement.

2. Term. The initial term of this grant shall be twenty-five (25) years, beginning on the day and year first above written.

3. Option to Extend. Subject to the provisions of paragraph 5 below, the Grantee shall be entitled to exercise successive extensions of this grant and conveyance, and the City

hereby grants such right, for additional twenty-five (25) year periods ("later terms"). If the grant is extended for later terms, each such later term shall be upon the same terms and conditions of this Agreement or upon such other terms as may hereafter be negotiated between the City and the Grantee.

4. Express Limitations. The Grantee's utilization of the Easement shall be specifically limited to the installation, operation, maintenance and repair of underground water service lines and facilities directly related or appurtenant thereto. The easement rights herein granted do not include the right to expand utilization of the Easement for any other purposes unless such uses are authorized by subsequent conveyance instrument(s).

5. General Indemnification. The Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold the City, its officers, employees, agents and assets harmless from any and all claims, costs, judgments, awards or liability, including reasonable attorneys' fees and costs (except those caused by the City's negligence or its willful or wanton acts) to any person or with regard to any property, including claims arising from injury or death, resulting from the Grantee's negligence or willful act or failure to act pursuant to this Agreement. The foregoing indemnification obligations shall extend to claims which are not reduced to a suit and any claim which may be compromised by the Grantee prior to the culmination of any litigation or the institution of any litigation.

6. Default. Should the Grantee (a) default in the performance of this Agreement and any such default continue for a period of ninety (90) days after written notice thereof given by the City to the Grantee, or (b) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, or (c) fail to timely cure such default, the City, at its option, may file an action to cancel and annul this Agreement and obtain an order from a court of competent jurisdiction to enter and take possession of the Easement. This Agreement shall then terminate upon such occupation. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against the Grantee, including, but not limited to, the right of the City to obtain injunctive relief. If the City succeeds in such effort, the Grantee shall pay the City's reasonable attorneys' fees.

7. The Grantee Acceptance Subject to Existing Conditions.

7.1 The Grantee have inspected the Easement and accepts the same in its present condition and location. The Grantee agree that the condition of the Easement is sufficient for the purposes of the Grantee. The City makes no warranties, promises or representations, express or implied, that the Easement is sufficient for the purposes of the Grantee. If the Easement is damaged due to fire, flood or other casualty, or if the Easement is damaged or deteriorates to the extent that it is no longer functional for the purposes of the Grantee, the City shall have no obligation to repair the Easement nor to otherwise make the Easement usable or occupiable, since such damages shall be at the Grantee's own risk.

7.2 The City makes no representations or warranties regarding the presence or existence of any toxic, hazardous or regulated substances on, under or about the Easement, except to the extent that the City states it has not deposited or caused to be deposited any toxic, hazardous or regulated substances on, under or about the Easement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

9. Total Agreement, Applicable to Successors. This Agreement contains the entire agreement between the parties and, except for automatic termination or expiration, cannot be changed or modified except by a written instrument subsequently executed by both parties. This Agreement and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have each executed and entered into this Easement Agreement as of the day and year first above written.

Attest:

The City of Grand Junction,  
a Colorado home rule municipality

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Derril Rockwell

\_\_\_\_\_  
Debra D. Rockwell

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ and attested to by \_\_\_\_\_ of the City of Grand Junction, a Colorado home rule municipality.

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

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

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by Derril Rockwell and Debra D. Rockwell. of Colorado, a Colorado corporation.

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

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

## **Exhibit "A"**

### Legal Description of Easement

A 10.00 foot wide (5.00 feet each side of centerline) Waterline Easement, for a City of Grand Junction water service located in Section 26, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado and being more particularly described as follows:

Commencing at the Northeast corner of said Government Lot 7, Section 27, whence the Southeast corner of said Section 27 bears South 00 degrees 43 minutes 20 seconds West, a distance of 3915.22 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence South 00 degrees 43 minutes 20 seconds West, a distance of 646.25 feet to the POINT OF BEGINNING; thence along the centerline of said Waterline Easement the following two (2) courses: (1) South 16 degrees 39 minutes 09 seconds East, a distance of 64.16 feet; (2) South 15 degrees 15 minutes 10 seconds East, a distance of 536.13 feet to the POINT OF TERMINUS at an existing City of Grand Junction Water Line, lengthening or shortening the sidelines, as necessary, to intersect the existing water line.

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**END OF EXHIBIT "A"**

The foregoing legal description was prepared by Stanley K .Werner, PLS 27279, 1673 Hwy 50, Grand Junction, CO

# EXHIBIT B Water Line Easement



Railroad Tracks

NE Corner  
Government Lot 7  
Section 27  
T1S, R1W, UM  
MCSM #713

Point Of  
Commencing

S00°43'20"W 646.25'

POINT OF  
BEGINNING

S16°39'09"E  
64.16'



All bearing and distance courses shown hereon  
are centerline descriptions.

**LEGEND**

- ALIQUOT SURVEY MARKER, AS NOTED
- $\Delta$  DELTA ANGLE OF ARC
- R RADIUS OF ARC
- L LENGTH OF ARC
- Ch CHORD DISTANCE OF ARC
- Brg CHORD BEARING OF ARC
- = EQUAL SYMBOL
- NTS NOT TO SCALE
- PLS PROFESSIONAL LAND SURVEYOR
- No. NUMBER
- $\pm$  MORE OR LESS
- ' DEGREES (ANGULAR)
- " MINUTES (ANGULAR) OR FEET (LINEAR)
- " SECONDS (ANGULAR) OR INCHES (LINEAR)
- MCSM MESA COUNTY SURVEY MARKER
- BLM BUREAU OF LAND MANAGEMENT
- ROW RIGHT-OF-WAY

S00°43'20"W 3915.22'  
Basis of Bearings

S15°15'10"E 538.13'  
Roseburg Road  
(26-3/8 Road)

Point of Terminus

City of Grand Junction  
Existing Water Line

SE Corner  
Section 27  
T1S, R1W, UM  
#5 Rebar in Cairn

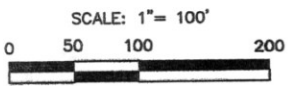
**GENERAL NOTES**

Basis of bearings is the East line of Section 27  
which bears South 00 degrees 43 minutes 20  
seconds West, a distance of 3915.22 feet,  
established by observation of the MCGPS control  
network. Both monuments on this line are Aliquot  
Survey Markers, as shown on the face of this  
plat.

Note: Property corners located during this survey  
that were within 0.25 feet of the calculated point  
were accepted as being "in position".

All lined units shown hereon in U.S. Survey feet.

**High Desert Surveying, LLC**  
1673 Highway 50 Unit C  
Grand Junction, Colorado 81503  
Tele: 970-254-8649 Fax: 970-240-0451



PROJ. NO. 08-33	Surveyed	Drawn	Checked	SHEET	OF
DATE: March, 2008	dc/tj	rsk	skw	1	1