

GRANT OF EASEMENTS AND MAINTENANCE AGREEMENT

This grant of easements and maintenance agreement is made this 20<sup>th</sup> day of March, 2015 by and between the **CITY OF GRAND JUNCTION**, a Colorado municipal corporation, whose address is 250 N. 5<sup>th</sup> St., Grand Junction, Colorado 81501 (the City) **INDEPENDENCE BUILDING CORPORATION**, a nonprofit corporation duly organized and validly existing under the laws of the State of Colorado, whose address is 651 29 Road, Grand Junction, Colorado 81504 (Independence).

The City is the owner of that certain real property described in that Warranty Deed recorded at Book 2236, Page 13 of the records of the Mesa County Clerk and Recorder, known as and herein after referred to as Matchett Park. Independence is the owner of that certain real property described in that Quitclaim Deed (correction) recorded at Book 5647, Page 175 of the records of the Mesa County Clerk and Recorder, herein after referred to as the Independence Property.

Grant of storm water drainage easement. In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby grants to Independence a permanent non-exclusive easement appurtenant on over, under, across and through those portions of Matchett Park described in the attached Exhibit A and depicted on the attached Exhibit B for the purpose of installing and maintaining a storm drainage pipe and allowing storm water from the Independence Property to flow in and through the pipeline.

Maintenance of stormwater drainage facilities. Independence shall be responsible for all costs of installation and maintenance of the storm drainage facilities. The storm drainage facilities shall be installed and maintained in accordance with all applicable plans and standards approved by the City. Independence shall provide as-built construction drawings to the City within a reasonable period of time after construction of the facilities is completed. The City retains all use of the easement area that does not unreasonably interfere with the storm water drainage facilities and purposes of the easement. Independence shall provide reasonable notice to the City prior to undertaking any excavation or maintenance activity, except in situations that constitute an emergency. No trimming or removing of trees, shrubs or landscaping in the easement area shall occur without the City's express permission, except in cases of emergency. In the event that maintenance of the facilities requires excavation the area shall be returned to its prior condition within a reasonable time at the sole expense of Independence.

Grant of irrigation easement. In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Independence hereby grants to the City a permanent non-exclusive easement appurtenant on, over, under, across and through those portions of the Independence Property described in the attached Exhibit C and depicted on the attached Exhibit D for the purpose of accessing and maintaining irrigation water and irrigation facilities, including the headgate located on Independence Property and irrigation pipes across the easement area to Matchett Park.

Maintenance of irrigation facilities. The City shall be responsible for the cost and activities of maintaining the irrigation facilities installed to conduct irrigation water from the headgate to Matchett Park. The City shall also be allowed access to the headgate for the purpose of causing water to flow or stopping the flow of water to Matchett Park and shall be allowed to conduct reasonable maintenance activities relating to the proper functioning of the headgate and connections thereto for conveyance of water through the City's irrigation line(s).

All easements created hereby shall be easements appurtenant and shall run with the land and inure to the benefit of and bind all successors and assigns.

GRANTOR/GRANTEE CITY OF GRAND JUNCTION



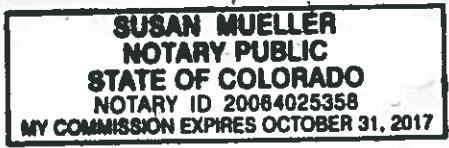
Tim Moore, Deputy City Manager

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2015 by Tim Moore as Deputy City Manager for the City of Grand Junction on behalf of that entity.

Witness my hand and official seal.

My commission expires: 10/31/2017



Susan Mueller  
Notary public

GRANTOR/GRANTEE INDEPENDENCE BUILDING CORPORATION

Damon Lockhart  
Signature

Printed name: Damon Lockhart

Title: Director

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2015 by Damon Lockhart as Director for Independence Building Corporation on behalf of that entity.

Witness my hand and official seal.

My commission expires: 7/7/2016



My Commission Expires 07/07/2016

Deana Pietro  
Notary public

## EXHIBIT A

An easement for drainage purposes 20 feet wide lying 10 feet on each side of the following described line situated in the northwest 1/4 of the northeast 1/4 of Section 6, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, Mesa County, Colorado;

Commencing at the northeast 1/16th of said Section 6, the basis of bearing being N00°34'05"E to the east 1/16th corner on the north line of said Section 6;  
thence N00°34'05"E a distance of 98.80 feet to the Point of Beginning;  
thence N89°56'18"W a distance of 225.00 feet to the Point of Terminus.  
The side lines of said 20 foot easement to be extended or shortened to terminate at the east line of said northwest 1/4 of the northeast 1/4 Section 6.  
Said easement contains 4,500 square feet more or less.

This description was prepared by:  
Steven L. Hagedorn  
Colorado P.L.S. 24306  
118 Ouray Ave.  
Grand Junction, CO 81501

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# EXHIBIT B



GRAPHIC SCALE / 1"=100'



EAST 1/16TH CORNER  
NORTH LINE  
SECTION 6

1319.80'

BASIS OF BEARING  
N00°34'05"E

BUREAU OF RECLAMATION  
GOVERNMENT HIGHLINE CANAL  
BOOK 2236, PAGE 158

CENTER LINE 20'  
DRAINAGE EASEMENT  
N89°56'18"W  
225.00'

Point of  
Terminus

Point of  
Beginning

Property Line

N00°34'05"E  
98.80'

S89°56'18"E  
1329.44'

CENTER NORTH  
1/16TH CORNER  
SECTION 6

NORTHEAST  
1/16TH CORNER  
SECTION 6  
Point of  
Commencement

S89°56'18"E  
1329.44'

NORTH 1/16TH CORNER  
EAST LINE  
SECTION 6  
M.C.S.M. 1010

Property Line

D H SURVEYS, INC.  
970-245-8749  
JOB #1392-14-01

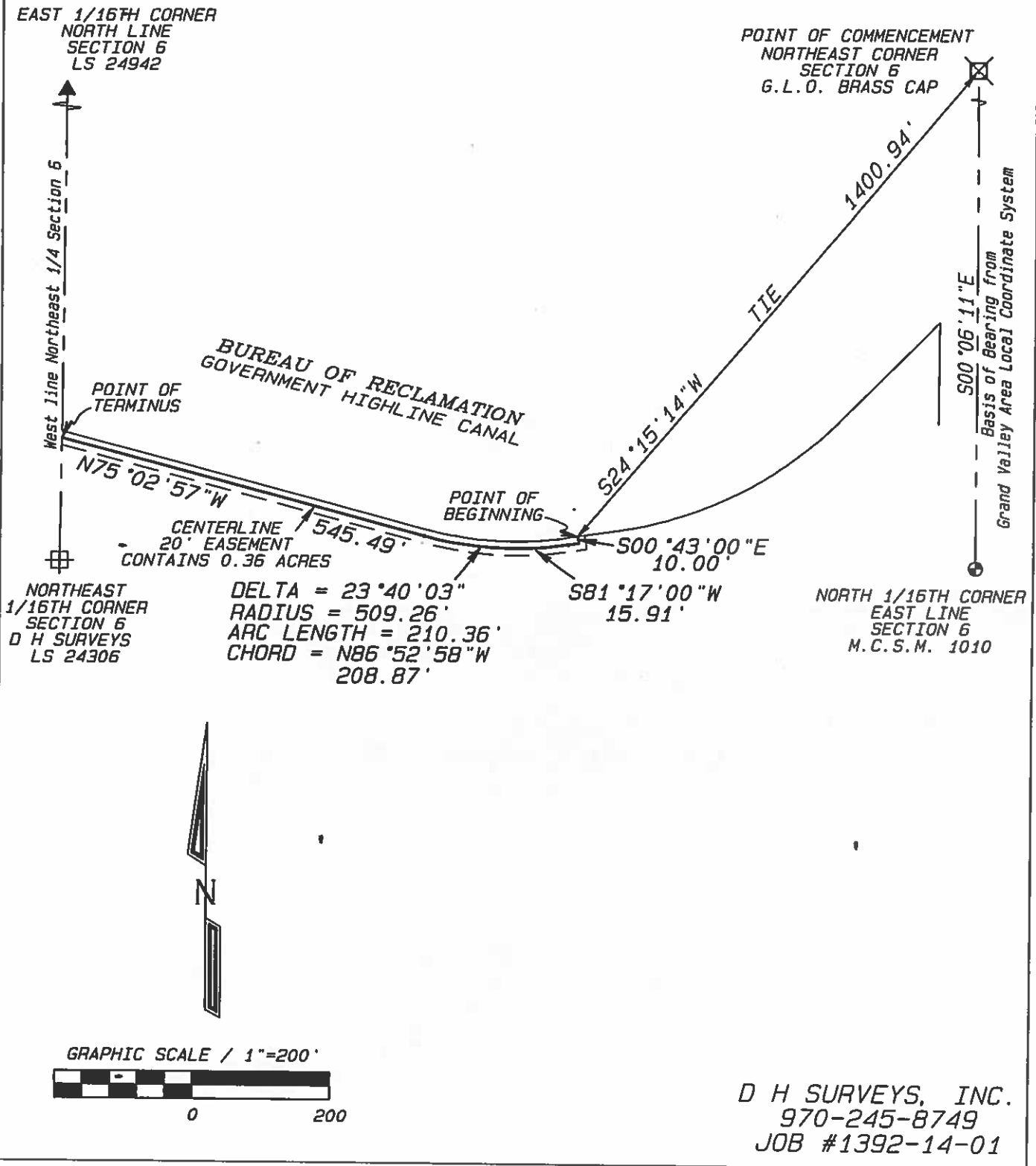
## EXHIBIT C

A 20 foot wide strip of land situate in the northeast 1/4 of Section 6, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, Mesa County, Colorado,  
10 feet on each side of the following described line;

Commencing at the northeast corner of said Section 6, being a found General Land Office brass cap, the basis of bearing being  $S00^{\circ}06'11''E$  to the north 1/16th corner on the east line of said Section 6, being a found Mesa County Survey Marker;  
thence  $S24^{\circ}15'14''W$  a distance of 1400.94 feet to the southerly line of the Government Highline Canal and the Point of Beginning;  
thence  $S08^{\circ}43'00''E$  a distance of 10.00 feet;  
thence  $S81^{\circ}17'00''W$  a distance of 15.91 feet;  
thence 210.36 feet along the arc of a curve to the right having a radius of 509.26 feet, the central angle being  $23^{\circ}40'03''$ , the chord of which bears  $N86^{\circ}52'58''W$  a distance of 208.87 feet;  
thence  $N75^{\circ}02'57''W$  a distance of 545.49 feet to the Point of Terminus.  
The sidelines of said 20 foot strip to be extended or shortened to meet at angle points and to terminate at the west line of said northeast 1/4 of Section 6.  
Said strip contains 0.36 acres more or less.

This description was prepared by:  
Steven L. Hagedorn  
Colorado PLS 24306  
118 Ouray Ave.  
Grand Junction, CO 81501

# EXHIBIT D.





**Independence  
Academy**  
600 N. 14<sup>th</sup> St.  
Grand Junction, CO 81501

**March 23, 2015**

**Statement of Authority for Damon Lockhart in regards to Independence Building Corporation**

**This document is a certification that Damon Lockhart, Executive Director of Independence Academy Charter School, has been given full authority to sign documents, make financial transactions, enter into contracts, sell or buy real or personal property, and conduct any and all business for, and on behalf of Independence Building Corporation. This authority was granted on October 6, 2014 by Board Resolution.**

**As Board President, I hereby certify the above statement of authority.**

**Sherry Price, Independence Building Corporation  
Board President**