

GRANT OF DRAINAGE EASEMENT

Daven Kyle, Grantor, whose mailing address is 373 S. Redlands Road, Grand Junction, CO 81507, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 N. 5th Street, Grand Junction, CO 81501, a Perpetual Drainage Easement for the use and benefit of Grantee and for the use and benefit of the Public, as approved by Grantee, as a perpetual drainage easement, on, along, over, under, through and across the following described parcel of land, to wit:

A certain parcel of land lying in the Northwest Quarter (NW 1/4) of Section 22, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 4, Little Rock Minor Subdivision, as same is recorded in Plat Book 16, Page 37, Public Records of Mesa County, Colorado and assuming the North line of said Lot 4 bears N 89°16'21" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°16'21" E, along the North line of said Lot 4, a distance of 3.94 feet to a point being the POINT OF BEGINNING; thence from said Point of Beginning, continue N 89°16'21" E, along said North line, a distance of 39.14 feet; thence S 06°50'14" W, a distance of 108.56 feet, more or less, to a point on the South line of said Lot 4; thence S 89°16'21" W, along said South line, a distance of 72.68 feet to a point being the beginning of a 1,009.64 foot radius curve, concave Northwest, whose long chord bears N 23°30'09" E with a long chord length of 31.17 feet; thence Northeasterly along the arc of said curve, through a central angle of 01°46'08", an arc distance of 31.17 feet; thence N 23°08'22" E, a distance of 86.59 feet, more or less, to the Point of Beginning.

Containing 6,005 square feet or 0.138 Acres, more or less, as described herein and depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference.

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

Grantor reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon 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. Grantor acknowledges that with these improvements access to the lower level of Grantor's from Monument Road is allowed for maintenance purposes only and for Grantor to use the area to park vehicles or equipment there for periods exceeding 24 hours is over burdening the easement.

Grantee's work and act of installing, operating, maintaining, repairing and replacing said drainage improvements shall be performed with due care using commonly accepted standards and techniques.

Grantor hereby covenants with Grantee it has good title to the herein described premises; that it has good and lawful right to grant this Easement; that it will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 6th day of May, 2016.

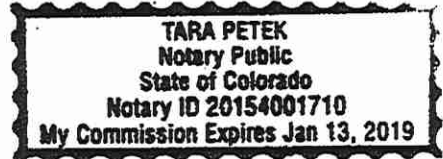
By: Daven Kyle
Daven Kyle

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 6th day of May, 2016 by Daven Kyle.

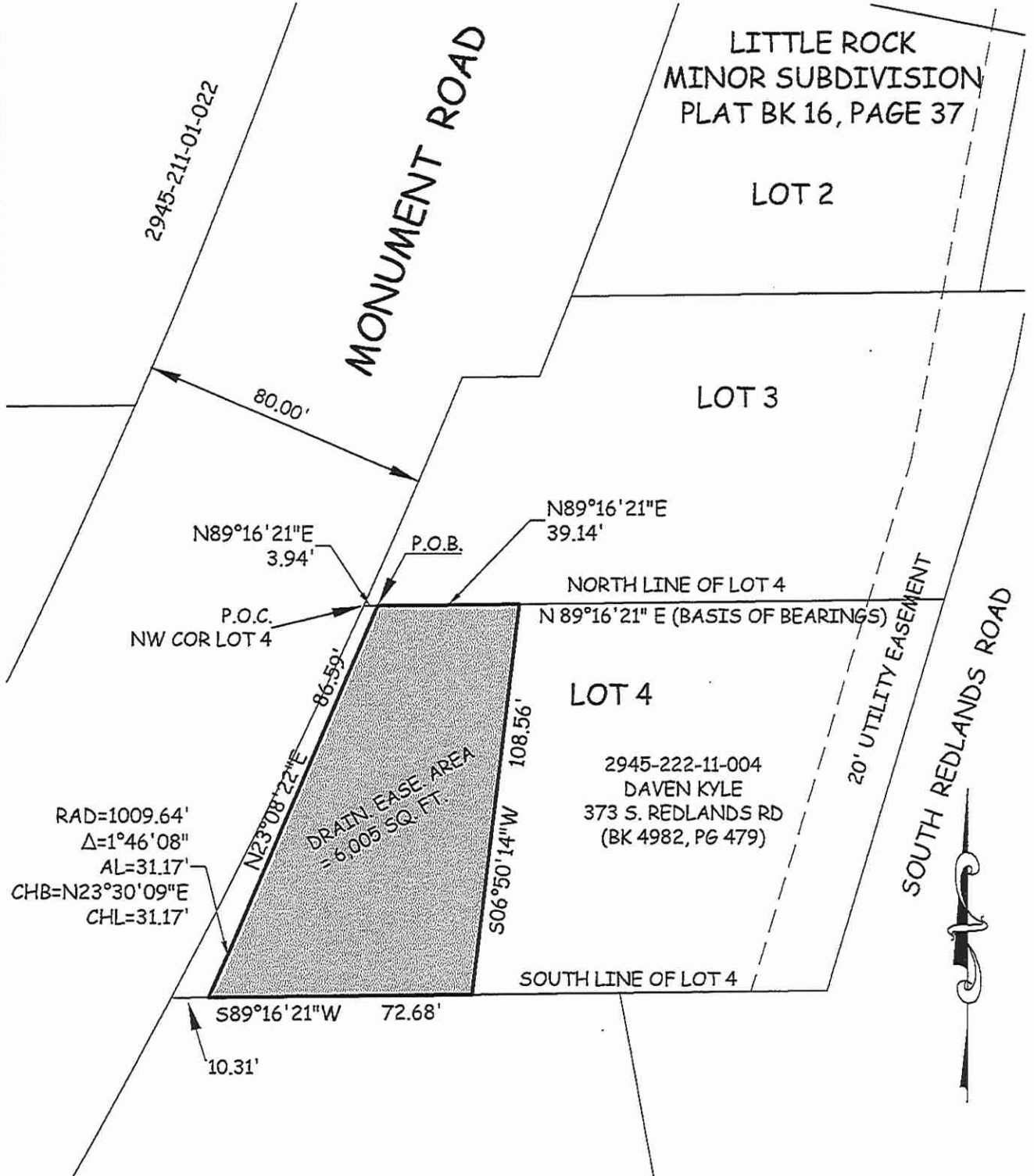
My commission expires Jan. 13, 2019.

Witness my hand and official seal.



Tara Petek
Notary Public

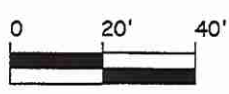
EXHIBIT "A"



RAD=1009.64'
 $\Delta=1^{\circ}46'08''$
 AL=31.17'
 CHB=N23°30'09"E
 CHL=31.17'

ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN



1 inch = 40 ft.
 Lineal Units = U.S. Survey Foot



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 3 OF 3

DRAWN BY: P.T.K.
 DATE: 01-29-2016
 SCALE: 1" = 40'
 APPR. BY: J.B.

DRAINAGE EASEMENT
 373 S. REDLANDS ROAD
 2945-222-11-004



NICADD/PETERK/BRAY ROW