

ALC06265

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (DRAINAGE)
NAME OF PROPERTY OWNER OR GRANTOR:	AMERICAN LUTHERAN CHURCH
PURPOSE:	DRAINAGE EASEMENT
ADDRESS:	631 26 1/2 ROAD
PARCEL #:	2945-023-00-951
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

2329693 BK 4211 PG 310-312  
07/26/2006 02:40 PM  
Janice Ward CLK/REC Mesa County, CO  
RecFee \$15.00 SurChg \$1.00  
DocFee EXEMPT

When recorded return to:  
City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**GRANT OF DRAINAGE EASEMENT**

**American Lutheran Church, a nonprofit corporation**, Grantor, for and in consideration of the sum of Ten and 00/00 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, have sold, granted and conveyed, and by these presents do hereby sell, grant and convey to **The City of Grand Junction, a Colorado home rule municipality**, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Drainage Easement for the installation, operation, maintenance, repair and replacement of storm water drainage facilities, on, along, over, under, through and across the following described parcel of land, to wit:

A parcel of land for a drainage easement situate in the NE 1/4 NE 1/4 SW 1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado describes as follows:

Beginning at the SW 1/64 corner of said Section 2;  
thence N00°01'31"E a distance of 100.00 feet along the west line of said NE 1/4 NE 1/4 SW 1/4;  
thence N89°55'51"E a distance of 73.00 feet;  
thence S00°01'31"W a distance of 100.00 feet to the south line of said NE 1/4 NE 1/4 SW 1/4;  
thence S89°55'51"W a distance of 73.00 feet to the point of beginning.  
Said parcel contains 7,300 square feet 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.

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 and which will not interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement area 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 area.
2. Grantee's work and act of installing, operating, maintaining, repairing and replacing said storm water drainage facilities shall be performed with due care using commonly accepted standards and techniques.
3. Grantor hereby covenants with Grantee that it has good title to the aforescribed 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 12 day of July, 2006.

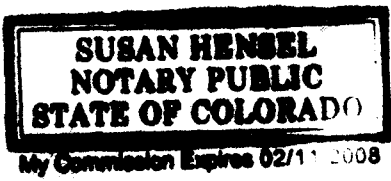
American Lutheran Church, a nonprofit corporation  
By:

Cherry D. Beck  
Cherry D. Beck, Council President

State of Colorado     )  
                                  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 12 day of July, 2006, by Cherry D. Beck, Council President for American Lutheran Church, a nonprofit corporation.

My commission expires: 2/11/08  
Witness my hand and official seal.



Susan Hensel  
Notary Public

The foregoing legal description was prepared by Michael W. Drissel, PLS 20677., Grand Junction, Colorado.

