

BAN99275

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: DARLA M. BANKERT

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: DRAINAGE EASEMENT - EAST
SIDE OF 27 1/2 ROAD BETWEEN PATTERSON ROAD AND G ROAD - 640 27 1/2 ROAD,
PARCEL NO. 2945-014-01-001

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1899255 04/23/99 0151PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$15.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF DRAINAGE EASEMENT

Darla M. Bankert, Grantor, for and in consideration of the sum of One Thousand Nine Hundred Twelve and 28/100 Dollars (\$1,912.28), 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 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of drainage facilities, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Northwest Corner of Lot 1, Block 9 of The Knolls Subdivision, Filing 2, situate in the Northwest ¼ of the Southeast ¼ (NW ¼ SE ¼) of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 16 at Pages 87 through 90 in the office of the Mesa County Clerk and Recorder, and considering the West line of the NW ¼ SE ¼ of said Section 1 to bear N 00°02'18" E with all bearings contained herein being relative thereto; thence S 89°51'29" E along the North boundary line of said Lot 1 a distance of 8.00 feet to the **True Point of Beginning**; thence S 89°51'29" E along the North boundary line of said Lot 1 a distance of 5.00 feet; thence leaving the North boundary line of said Lot 1, S 00°02'18" W a distance of 489.05 feet; thence S 02°08'18" W a distance of 327.49 feet; thence S 00°02'18" W a distance of 58.07 feet to a point on the South boundary line of said Lot 1; thence N 89°50'37" W along the South boundary line of said Lot 1 a distance of 1.00 feet to the Southwest Corner of said Lot 1; thence N 00°02'18" E along a line which is common with the East right-of-way line for 27 ½ Road and the West boundary line of said Lot 1 a distance of 167.23 feet; thence leaving said common line, N 02°08'18" E a distance of 218.35 feet; thence N 00°02'18" E a distance of 488.98 feet to the Point of Beginning, containing 3,922.42 square feet 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 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 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 structure or any other item or fixture which may be detrimental to the facilities of Grantee or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
2. Grantee agrees that Grantees' utilization of the Easement shall be performed with due care using commonly accepted standards and techniques.
3. Grantor hereby covenants with Grantee that she has good title to the aforescribed premises; that she has good and lawful right to grant this Easement; that she 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 10 day of March, 1999.

Darla M Bankert
Darla M. Bankert



Vanda G. Maier

My Commission expires June 17, 2002

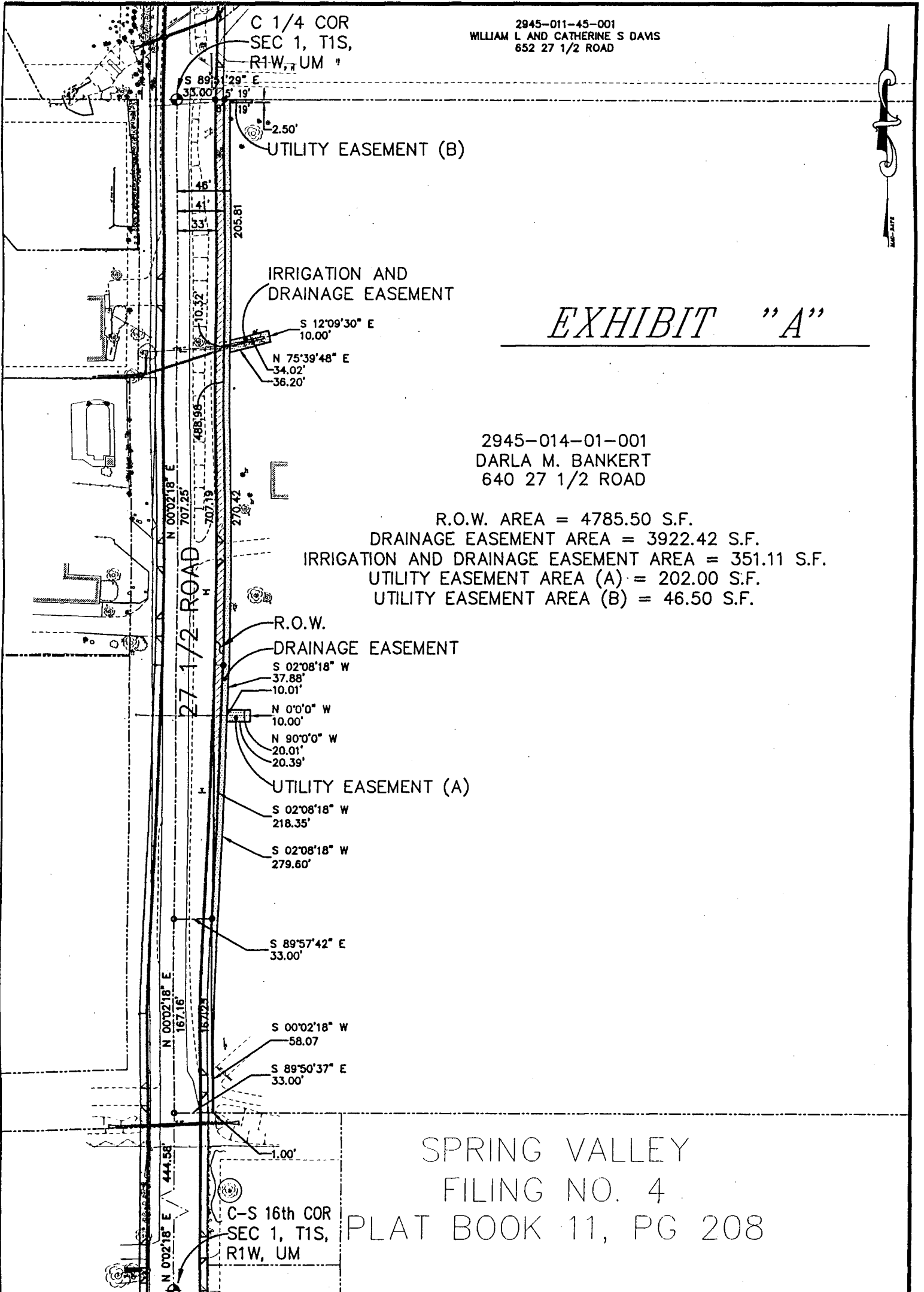
State of Colorado)
)ss.
County of Boulder)

The foregoing instrument was acknowledged before me this 10 day of March, 1999,
by Darla M. Bankert.

My commission expires: ~~My Commission expires June 17, 2000~~
Witness my hand and official seal.

Vonda G. Maier
Notary Public





2945-011-45-001
 WILLIAM L AND CATHERINE S DAVIS
 652 27 1/2 ROAD

EXHIBIT "A"

2945-014-01-001
 DARLA M. BANKERT
 640 27 1/2 ROAD

R.O.W. AREA = 4785.50 S.F.
 DRAINAGE EASEMENT AREA = 3922.42 S.F.
 IRRIGATION AND DRAINAGE EASEMENT AREA = 351.11 S.F.
 UTILITY EASEMENT AREA (A) = 202.00 S.F.
 UTILITY EASEMENT AREA (B) = 46.50 S.F.

SPRING VALLEY
 FILING NO. 4
 PLAT BOOK 11, PG 208

DRAWN BY: JCS
 DATE: 1-19-99
 SCALE: 1" = 100'
 APPR. BY: TW
 FILE NO: Q14Q1001.DWG

RIGHT-OF-WAY DESCRIPTION MAP
 27 1/2 ROAD - PATTERSON ROAD TO C ROAD

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION