

BBC97IBX

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: B & B CONSTRUCTION SERVICES
INC

STREET ADDRESS/PARCEL NAME/SUBDIVISION: STORMWATER DETENTION
POND, PERPETUAL DRAINAGE EASEMENT, LOT 13-C IBX SUBDIVISION,
REPLAT OF LOT 13 VALLEY WEST SUBDIVISION, FILING #2

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

1806232 0919AM 07/18/97
MONIKA TODD CLK&REC MESA COUNTY CO
DOCUMENT FEE \$EXEMPT

B&B Construction Services, Inc., Grantor, for and in consideration of the installation, operation, maintenance and repair of a Stormwater Detention pond, associated pipeline and facilities and appurtenances related thereto, the receipt and sufficiency of which is hereby acknowledged, has given and granted and by these presents do hereby give and grant unto B&B Construction Services, Inc., whose address is 800 Belford Avenue, Grand Junction, Colorado 81501, a Perpetual Drainage Easement on, along, over, under, through and across the following described parcel of land, to wit:

A drainage easement across Lot 13-C of the IBX Subdivision (as recorded in Plat Book 15, Page 99 of the Mesa County, Colorado Records) in the NE1/4 of Section 36, Township One North, Range Two West of the Ute Meridian, Grand Junction, Colorado, the perimeter of which is more particularly described as follows:

Commencing at a Mesa County Survey Marker for the East 1/4 Corner of said Section 36, from whence a Mesa County Survey Marker for the N.E. Corner of the SW1/4NE1/4 of said Section 36 bears N00°02'40"W, according to the Valley West Subdivision filing No. Two, 1320.86 feet; thence S89°52'48"W 903.14 feet to the point of beginning; thence S89°59'30"W 311.12 feet; thence N00°00'30"W 87.49'; thence N89°59'30"E 20.00 feet; thence S57°52'13"E 108.08 feet; thence N89°59'30"E 235.35 feet; thence S49°59'30"W 46.67 feet to the point of beginning.

containing 13,650.6 square feet as described herein and as depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, together with the right to enter upon said premises, to survey, maintain, operate, repair, replace, control and use said Drainage Easement, subject to the terms and conditions contained herein.

1. Grantor reserves the right to use and occupy the aforescribed easement for any lawful purpose which is not inconsistent with the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the easement area shall not be burdened or overburdened by the Grantor erecting or placing any improvements or structures thereon which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the easement area.

2. Grantee agrees that the work and act of installing, maintaining and repairing drainage facilities and related appurtenances shall be performed with due care using commonly accepted standards and techniques, taking precautions for the protection of persons and property; all damages to persons or property resulting from the failure to exercise due care, or other higher standard of care as may be applicable, shall be paid for and repaired at the expense of Grantee.

Exhibit 'A'

A Drainage Easement Through Lot 13-C of the IBX Subdivision.

IBX SUBDIVISION (A REPLAT OF LOT 13, VALLEY WEST SUBDIVISION, FILING NO. TWO)



SCALE 1' = 100'

