

BCC07GRD

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD: NAME OF PROPERTY	EASEMENT (DRAINAGE)
OWNER OR GRANTOR:	THE BOOKCLIFF COUNTRY CLUB
PURPOSE:	DRAINAGE EASEMENT
ADDRESS:	2730 G ROAD
PARCEL #:	2701-363-00-115
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

WHEN RECORDED RETURN TO:

City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

GRANT OF EASEMENT

The Bookcliff Country Club, Grantor, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has hereby 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 ("Easement" or "The Easement") for the installation, operation, maintenance, repair and replacement of drainage facilities and appurtenances related thereto, on, along, cover, under, through and across the following described parcel of land, to wit:

Lying in the Southwest Quarter (SW 1/4) of Section 36, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Southwest corner of Lot 1, Northside Park, as same is shown in Plat Book 11, Page 279, Public Records of Mesa County, Colorado, and assuming the south line of said Lot 1 to bear S89°59'47"W, with all bearings herein being relative thereto; thence N14°04'01"E, along the westerly line of said Northside Park Subdivision, a distance of 9.83 feet to the POINT OF BEGINNING; thence S89°59'47"W, along the North right of way of G Road, as described in Book 1402, Page 166, Public Records of Mesa County, Colorado, a distance of 20.62 feet; thence N14°04'01"E, along a line 20.00 feet westerly of and parallel with the westerly line of said Northside Park Subdivision, a distance of 186.31 feet; thence N55°04'20"W a distance of 138.72 feet; thence N38°42'20"E a distance of 77.82 feet; thence N51°15'47"W a distance of 399.46 feet; thence N22°34'19"E a distance of 294.17 feet; thence N58°25'05"E a distance of 83.92 feet; thence S25°01'32"E a distance of 134.85 feet; thence N70°35'34"E a distance of 69.20 feet; thence N08°02'00"E a distance of 192.85 feet; thence N58°25'05"E a distance of 77.46 feet; thence N27°55'27"E a distance of 224.91 feet; thence S60°58'15"E a distance of 72.98 feet; thence S23°39'01"W a distance of 452.02 feet; thence N70°10'23"E a distance of 107.80 feet; thence N26°08'13"E a distance of 230.93 feet; thence S60°08'15"E a distance of 112.11 feet; thence N38°07'27"E a distance of 519.95 feet to a point on the East line of the Southwest Quarter (SW1/4) of said Section 36; thence S00°03'32"W, along the East line of said SW1/4 a distance of 89.95 feet to the Northeast corner of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4); thence S33°28'01"W a distance of 503.37 feet; thence S53°06'17"W a distance of 245.04 feet; thence S15°33'17"W, a distance of 215.00 feet; thence S14°04'01"W, along the west line of Applebee's Subdivision, as same is shown in Plat Book 15, Page 3, Public Records of Mesa County, Colorado, and also along the west line of said Northside Park, a distance of 516.49 feet, more or less, to the point of beginning,

CONTAINING 7.48 acres (325,792.37 square feet), more or less, as described herein and depicted on the map attached hereto and incorporated herein as Exhibit "A" (the "Easement Area").

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever, together with the right of perpetual ingress and egress on the terms and conditions hereof for workers and equipment to survey, improve, maintain, operate, repair, replace, control and use said Easement Area, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of drainage facility 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's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted methods and techniques. Grantee shall repair, replace and restore, within a reasonable time and at Grantee's sole cost and expense, any and all damages to the Easement Area or to Grantor's adjoining property which may be caused by Grantee's utilization of the Easement and the rights herein conveyed. In furtherance of the foregoing, the Grantee acknowledges that the Grantor operates a private golf club and some of the Property subject to the Easement is located within the playing area of the golf course. Golf course maintenance, performed in the ordinary course by or on behalf of Grantor, including, but not limited to that performed within the Easement Area, shall not be deemed for any purpose hereunder to be in violation of Grantee's rights under this Grant of Easement. Grantee agrees to exercise reasonable care to prevent (1) damage to the golf course property maintained by the Grantor as part of the "inbounds" area of the golf course within and adjacent to the Easement Area caused by Grantee's accessing the Easement Area in furtherance of its rights granted herein, and (2) unnecessary flow or storage of storm water or drainage on the golf course property maintained by the Grantor as part of the "inbounds" area of the golf course (from the channel which exists within the Easement Area). In addition, Grantee agrees to perform construction and routine maintenance of the Drainage Structures within the Easement during mid-October to mid-April and except in an emergency, to provide Grantor no less than thirty (30) days notice prior to the commencement of performance of any maintenance or other work, along, over, under, through or across the Easement Area. In the event of an emergency, Grantee may perform such work upon such notice to Grantor as is reasonable under the circumstances.

3. Grantor hereby covenants that it has good title to the Easement Area; that it has good and lawful right to grant the Easement; that it will warrant and forever defend the title and quiet possession of the rights granted hereunder against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 26th day of JANUARY, 2007.

THE BOOKCLIFF COUNTRY CLUB

T. Scott Sullivan
President

WITNESS:

n/a

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 26th day of January, 2007, by The Bookcliff Country Club, T. Scott Sullivan President and witnessed by Christine S. Williams.

WITNESS my hand and official seal.

My Commission expires: 10-17-07

Christine S. Williams
Notary Public

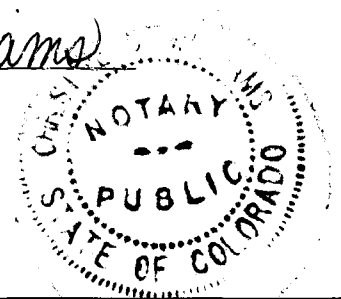
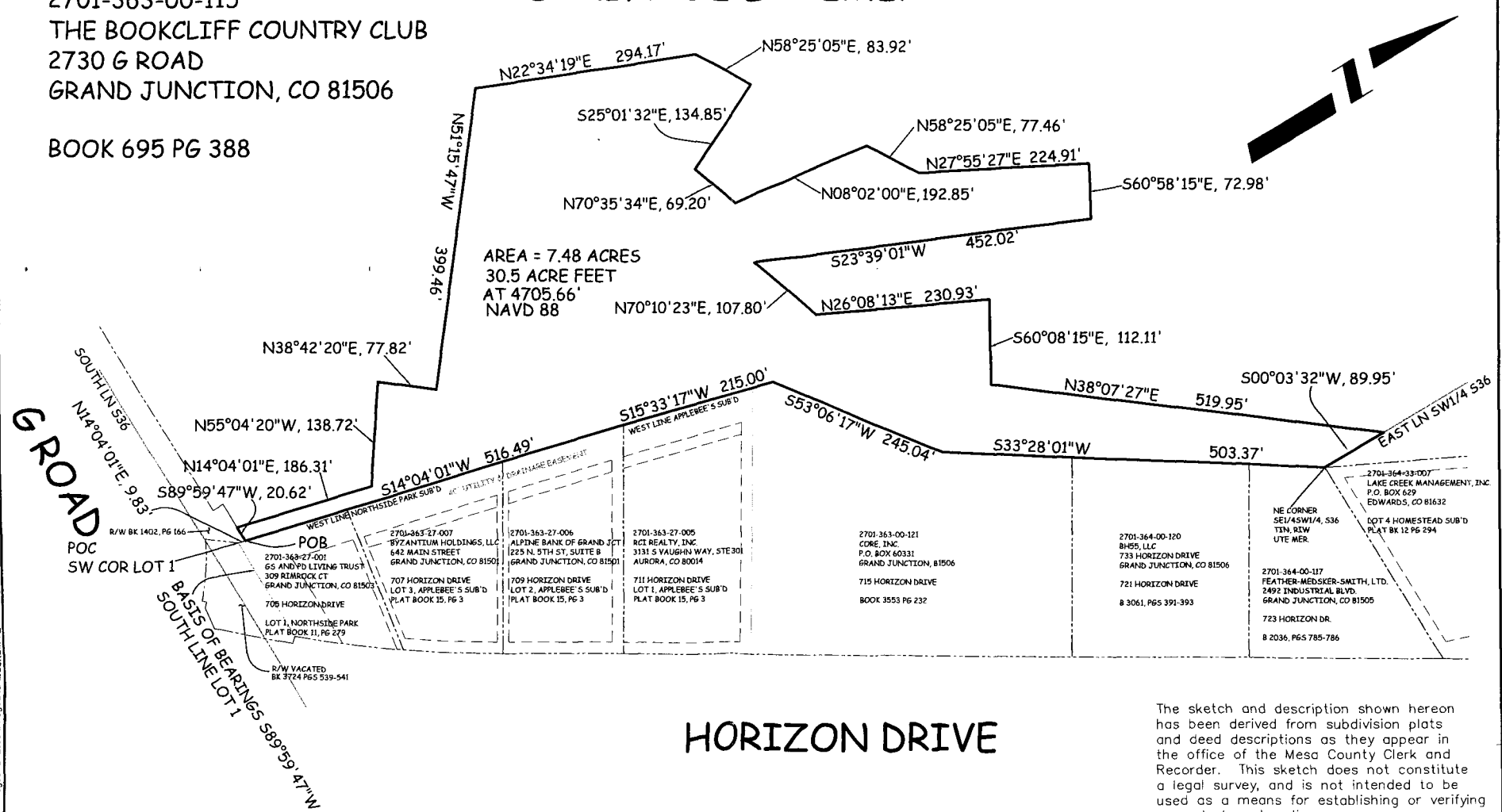


EXHIBIT "A" DRAINAGE EASEMENT

2701-363-00-115
THE BOOKCLIFF COUNTRY CLUB
2730 G ROAD
GRAND JUNCTION, CO 81506

BOOK 695 PG 388

AREA = 7.48 ACRES
30.5 ACRE FEET
AT 4705.66'
NAVD 88



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.

H:\Land Projects\2005\Projects\bookcliff_country_club\mg\bookcliff_country_club.dwg 1/24/2007 8:15:34 AM MST

RANCHMAN'S DITCH
DIVERSION PROJECT

DRAWN BY MG
DATE 07-06-2005
CHECKED BY PTK

SCALE
1" = 60'



PUBLIC WORKS
AND UTILITIES
REAL ESTATE DIVISION

BOOKCLIFF COUNTRY CLUB
DRAINAGE EASEMENT

5

PAGE DOCUMENT

RECEPTION #: 2510795, BK 4934 PG 716 10/29/2009 at 12:54:24 PM, 1 OF 3, R \$15.00 S \$1.00 EXEMPT
Janice Rich, Mesa County, CO CLERK AND RECORDER

RECEPTION #: 2510838, BK 4934 PG 914 10/29/2009 at 03:32:41 PM, 1 OF 5, R \$25.00 S \$1.00 EXEMPT
Janice Rich, Mesa County, CO CLERK AND RECORDER

Re-recorded to include Exhibit "A"

GRANT OF EASEMENT

**Re-Recorded to correct Legal Description on
Grant of Easement recorded in the Office of the Mesa County Clerk and Recorder
January 30, 2007, Reception No. 2361500 at Book 4344 Page 391**

The Bookcliff Country Club, Grantor, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has hereby 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 ("Easement" or "The Easement") for the installation, operation, maintenance, repair and replacement of drainage facilities and appurtenances related thereto, on, along, cover, under, through and across the following described parcel of land, to wit:

A parcel of land lying in the South Half of Section 36, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Southwest corner of Lot 1, Northside Park, as same is shown in Plat Book 11, Page 279, Public Records of Mesa County, Colorado, and assuming the south line of said Lot 1 to bear S89°59'47"W, with all bearings herein being relative thereto; thence N14°04'01"E, along the westerly line of said Northside Park, a distance of 9.83 feet to the POINT OF BEGINNING; thence S89°59'47"W, along the North right of way of G Road, as described in Book 1402, Page 166, Public Records of Mesa County, Colorado, a distance of 20.62 feet; thence N14°04'01"E, along a line 20.00 feet westerly of and parallel with the westerly line of said Northside Park, a distance of 186.31 feet; thence N55°42'01"W a distance of 123.55 feet; thence N04°45'59"W a distance of 30.39 feet; thence N40°04'50"E a distance of 45.92 feet; thence N30°49'41"W a distance of 147.26 feet; thence S86°45'48"W a distance of 68.99'; thence N60°59'23"W a distance of 144.64 feet; thence N17°25'05"E a distance of 99.64 feet; thence N86°38'13"W a distance of 56.60 feet; thence N17°35'38"E a distance of 77.96 feet; thence N61°43'04"E a distance of 61.88 feet; thence N02°26'33"W a distance of 147.39 feet; thence S80°55'52"E a distance of 81.16 feet; thence N00°11'57"W a distance of 110.26 feet; thence S60°05'34"E a distance of 35.36 feet; thence S05°48'08"W a distance of 38.45 feet; thence S34°23'17"E a distance of 77.23 feet; thence N85°15'37"E a distance of 51.02 feet; thence N28°19'35"E a distance of 111.83 feet; thence N25°53'03"W a distance of 81.59 feet; thence N35°21'05"E a distance of 20.32 feet; thence S69°58'03"E a distance of 83.13 feet; thence N18°22'26"E a distance of 197.58 feet; thence S88°33'37"E a distance of 39.23 feet; thence N54°51'43"E a distance of 165.71 feet; thence N37°03'17"E a distance of 210.63 feet; thence S19°16'21"W a distance of 150.80 feet; thence S58°18'14"W a distance of 102.27 feet; thence S15°38'16"W a distance of 101.32 feet; thence S40°37'38"W a distance of 63.88 feet; thence S04°37'37"W a distance of 91.82 feet; thence S83°03'36"E a distance of 80.91 feet; thence S65°09'03"E a distance of 89.23 feet; thence N40°53'20"E a distance of 394.79 feet; thence N22°28'07"E a distance of 100.12 feet; thence N43°14'32"E a distance of 57.79 feet; thence S10°39'34"W a distance of 128.96 feet to the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 36; thence S33°28'01"W, along the Southeasterly line of a parcel of land as described in Book 695, page 388 as recorded in said Public Records, a distance of 503.37 feet; thence S53°06'17"W, continuing along said Southeasterly line, a distance of 245.04 feet to the Northwest corner of Applebee's Subdivision, as same is recorded in Plat Book 15, Page 3 of said Public Records; thence S15°33'17"W, along the West line of said Applebee's Subdivision, a distance of 215.00 feet; thence S14°04'01"W, continuing along the West line of said Applebee's Subdivision and along the West line of said Northside Park, a distance of 516.49 feet, more or less, to the point of beginning.

CONTAINING 8.60 acres, more or less, as described herein and depicted on the map attached hereto and incorporated herein as Exhibit "A" (the "Easement Area").

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

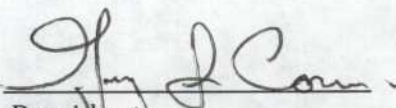
1. Grantor shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee 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's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted methods and techniques. Grantee shall repair, replace and restore, within a reasonable time and at Grantee's sole cost and expense, any and all damages to the Easement Area or to Grantor's adjoining property which may be caused by Grantee's utilization of the Easement and the rights herein conveyed. In furtherance of the foregoing, the Grantee acknowledges that the Grantor operates a private golf club and some of the Property subject to the Easement is located within the playing area of the golf course. Golf course maintenance, performed in the ordinary course by or on behalf of Grantor, including, but not limited to that performed within the Easement Area, shall not be deemed for any purpose hereunder to be in violation of Grantee's rights under this Grant of Easement. Grantee agrees to exercise reasonable care to prevent (1) damage to the golf course property maintained by the Grantor as part of the "inbounds" area of the golf course within and adjacent to the Easement Area caused by Grantee's accessing the Easement Area in furtherance of its rights granted herein, and (2) unnecessary flow or storage of storm water or drainage on the golf course property maintained by the Grantor as part of the "inbounds" area of the golf course (from the channel which exists within the Easement Area). In addition, Grantee agrees to perform construction and routine maintenance of the Drainage Structures within the Easement during mid-October to mid-April and except in an emergency, to provide Grantor no less than thirty (30) days notice prior to the commencement of performance of any maintenance or other work, along, over, under, through or across the Easement Area. In the event of an emergency, Grantee may perform such work upon such notice to Grantor as is reasonable under the circumstances.

3. Grantor hereby covenants that it has good title to the Easement Area; that it has good and lawful right to grant the Easement; that it will warrant and forever defend the title and quiet possession of the rights granted hereunder against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 29th day of October, 2009.

THE BOOKCLIFF COUNTRY CLUB



President

WITNESS:

