

BJS06RIV

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	BJ SERVICES COMPANY, U.S.A.
PURPOSE:	EASEMENT FOR DRAINAGE FACILITIES (RANCHMAN'S DITCH PROJECT)
ADDRESS:	2403 RIVER ROAD
PARCEL NO:	2945-092-11-002
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
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

RECEPTION #: 2356816, BK 4326 PG 745 01/02/2007 at
03:10:12 PM, 1 OF 3, R \$15.00 S \$1.00 EXEMPT Doc
Code: EASEMENT
Janice Ward, Mesa County, CO CLERK AND
RECORDER

GRANT OF EASEMENT

BJ Services Company, U.S.A., a Delaware corporation, Grantor, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, 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, non-exclusive Easement for the installation, operation, maintenance, repair and replacement of drainage facilities and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

A certain perpetual, non-exclusive drainage easement lying in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 9, Township 1 South, Range 1 West, of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northwest Corner of Lot 2, of Blue Heron Industrial Park Filing No. 2, recorded in Plat Book 12, Page 359 of the Mesa County, Colorado public records, and assuming the Northerly line of said Lot 2 to bear S56°34'39"E with all bearings contained herein relative thereto; thence S56°34'39"E along the Northerly line of said Lot 2, a distance of 38.20 feet to the Point of Beginning; thence S56°34'39"E continuing along the Northerly line of said Lot 2, a distance of 24.30 feet; thence S12°08'16"W a distance of 86.86 feet to a point on the Easterly line of an existing utility and drainage easement recorded on the plat of said Blue Heron Industrial Park Filing No. 2, thence along the Easterly line of said utility and drainage easement the following (2) two courses: N04°30'09"W a distance of 2.14 feet; thence N01°06'09"W a distance of 96.19 feet to the Point of Beginning.

Said parcel contains 989 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 perpetual ingress and egress for workers and equipment to survey, improve, 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's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards 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.
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 by, through or under Grantor but not otherwise.

Executed and delivered this 21st day of September, 2006.

BJ Services Company, U.S.A.,
a Delaware corporation

By 
Brian McCole, Controller

mmw

State of Colorado)
) ss.
County of Harris)

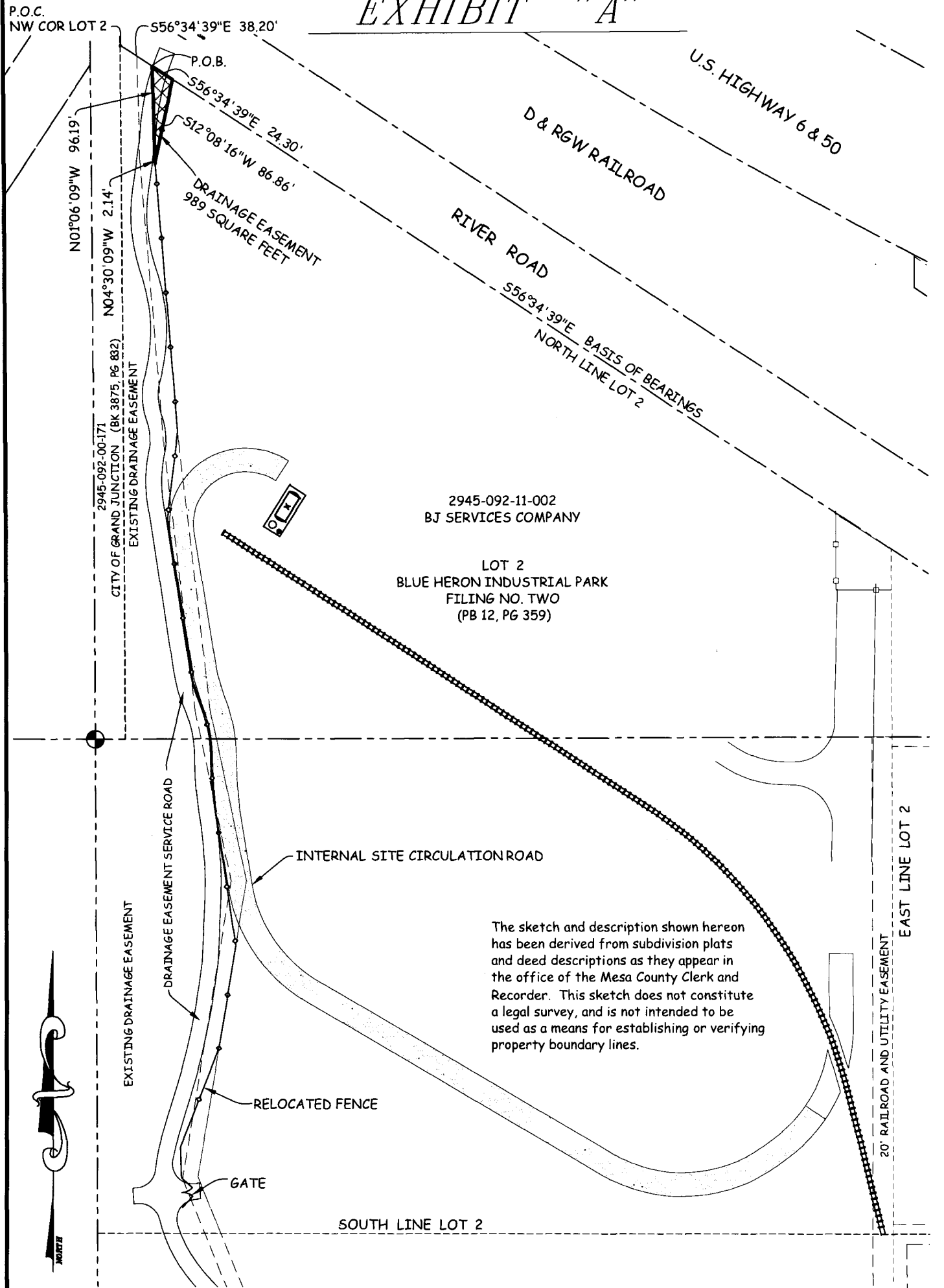
The foregoing instrument was acknowledged before me this 21st day of September, 2006, by Brian McCole as Controller for BJ Services Company, U.S.A., a Delaware corporation.

My commission expires: 3-9-2010
Witness my hand and official seal.




Notary Public

EXHIBIT "A"



2945-092-11-002
 BJ SERVICES COMPANY
 LOT 2
 BLUE HERON INDUSTRIAL PARK
 FILING NO. TWO
 (PB 12, PG 359)

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.



DRAWN BY: T.L.P.
 DATE: 11-17-06
 SCALE: 1" = 120'
 APPR. BY: P.T.K.

**RANCHMANS DITCH DIVERSION
 DRAINAGE EASEMENT**
 BJ SERVICES CO. (2945-092-11-002)
 TO THE CITY OF GRAND JUNCTION

