

BLK01PAT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: STORM DRAINAGE PIPELINE

NAME OF PROPERTY OWNER OR GRANTOR: MNB, LLC, A COLORADO LIMITED LIABILITY COMPANY BY MICHAEL W. BLACKBURN AND DYANN PAPPAS BLACKBURN

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 2515 PATTERSON ROAD

PARCEL NO.: 2945-102-00-119

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

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GRANT OF DRAINAGE EASEMENT

MNB, LLC, a Colorado limited liability company, Grantor, for and in consideration of the sum of Thirty-Four Thousand Seven Hundred Thirty-One and 66/100 Dollars (\$34,731.66), 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 an underground storm drainage pipeline and facilities appurtenant thereto, on, along, over, under, through and across the following described parcel of land, to wit:

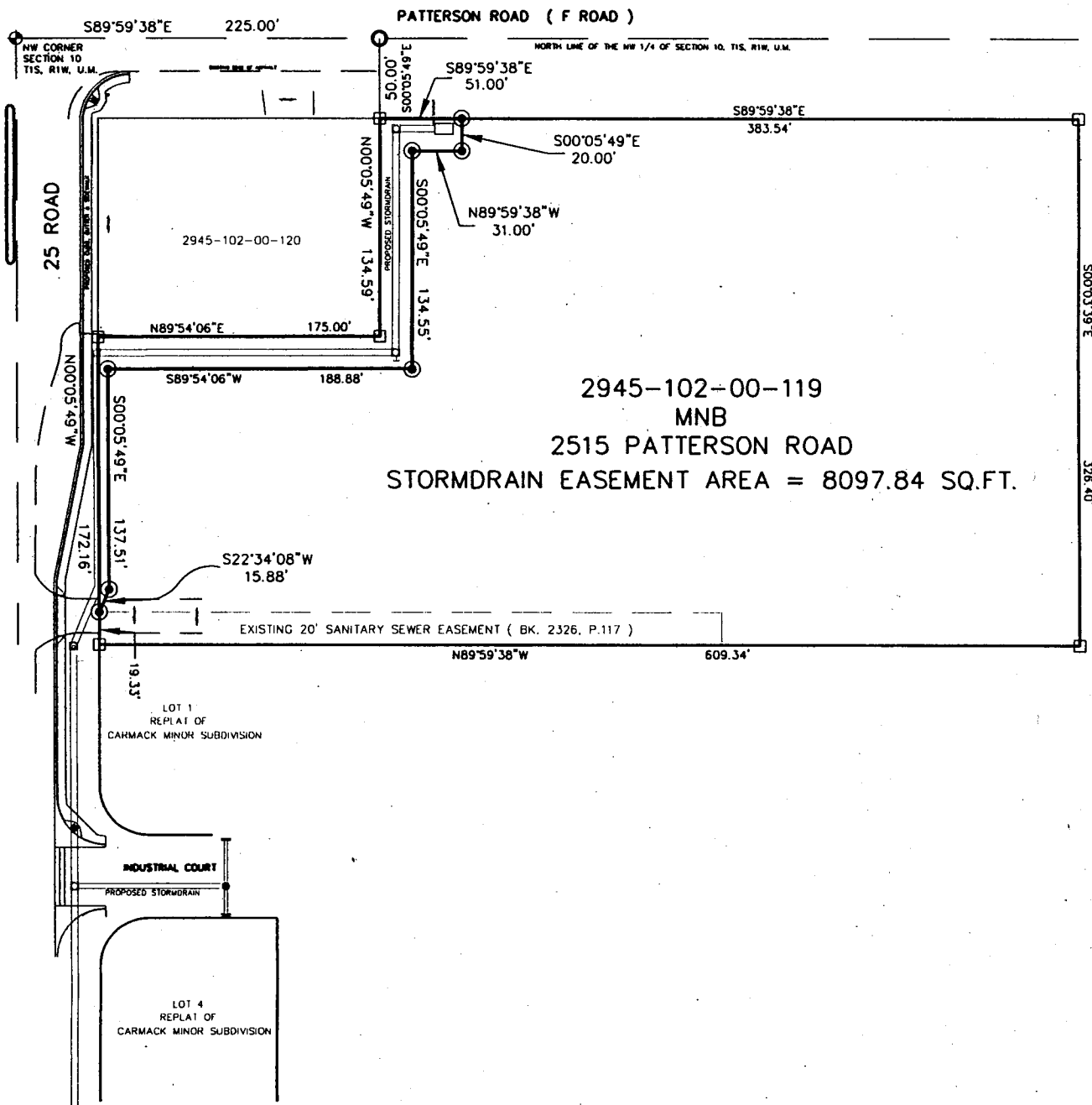
Commencing at the Northwest Corner of Section 10, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the North line of the Northwest ¼ (NW ¼) of said Section 10 to bear S 89°59'38" E with all bearings contained herein being relative thereto; thence S 89°59'38" E along the North line of the NW ¼ of said Section 10 a distance of 225.00 feet; thence leaving the North line of the NW ¼ of said Section 10, S 00°05'49" E a distance of 50.00 feet to a point on the South right-of-way line for Patterson Road, also known as F Road, as described by instrument recorded in Book 1043 at Page 573 in the office of the Mesa County Clerk and Recorder, said point being the True Point of Beginning;

thence S 89°59'38" E along the south right-of-way line for Patterson Road as aforesaid a distance of 51.00 feet;
thence leaving said right-of-way line, S 00°05'49" E a distance of 20.00 feet;
thence N 89°59'38" W a distance of 31.00 feet;
thence S 00°05'49" E a distance of 134.55 feet;
thence S 89°54'06" W a distance of 188.88 feet;
thence S 00°05'49" E a distance of 137.51 feet;
thence S 22°34'08" W a distance of 15.88 feet to a point on the East right-of-way line for 25 Road as described by instrument recorded in Book 1043 at Page 573 in the office of the Mesa County Clerk and Recorder;
thence N 00°05'49" W along the East right-of-way line for 25 Road as aforesaid a distance of 172.16 feet;
thence leaving said right-of-way line, N 89°54'06" E a distance of 175.00 feet;
thence N 00°05'49" W a distance of 134.59 feet to the Point of Beginning,
containing 8,097.84 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, 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 areas 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 underground storm drainage pipeline and facilities appurtenant thereto 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.

EXHIBIT "A"



DRAWN BY: SRP
 DATE: 4-12-2000
 SCALE: 1" = 100'
 APPR. BY: IW
 FILE NO: 25ROAD12.DWG

RIGHT-OF-WAY DESCRIPTION MAP
25 ROAD

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
CITY OF GRAND JUNCTION