

BPD95VST

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: B AND P DEVELOPMENT CO., L.L.C;

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: VISTA DEL  
RIO SUBDIVISION, PARCEL 1 AND 2, SANITARY SEWER

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT1708070 04:00 PM 02/02/95  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOC EXEMPT

B & P Development Company, L.L.C., Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose legal address is 250 North 5th Street, Grand Junction, Colorado 81501, its successors and assigns forever, the herein described twenty-foot wide Perpetual Easements, as shown on Exhibit A attached hereto and incorporated herein by reference, for the installation, operation, maintenance and repair of sanitary sewer pipelines and related facilities, together with the right of ingress and ingress for workers and equipment, on, along, over under, through and across that certain real property situated in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 7, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, the side lines of said easements being parallel with and ten-feet on either side of the following described centerlines, to wit:

Easement Parcel No. One: Beginning at a point from whence the Mesa County Survey Monument set for the East  $\frac{1}{4}$  Corner of said Section 7 bears S 20°03'25" E a distance of 1399.30 feet, and considering the South line of the NE $\frac{1}{4}$  of said Section 7 to bear S 89°52'04" W with all bearings contained herein being relative thereto;  
thence S 64°16'19" E a distance of 137.47 feet;  
thence S 28°57'59" E a distance of 176.94 feet;  
thence S 16°28'35" W a distance of 114.01 feet;  
thence S 83°42'35" E a distance of 229.90 feet;  
thence N 42°47'54" E a distance of 146.63 feet;  
thence S 63°36'35" E a distance of 49.28 feet to a point on the Westerly right-of-way line for the Redlands Parkway as described in Book 1429 at Page 188 in the office of the Mesa County Clerk and Recorder and the Point of Terminus,  
the side lines of said easement to be shortened or lengthened to terminate at the Westerly right-of-way line for the Redlands Parkway.

Easement Parcel No. Two: Beginning at a point on the Easterly right-of-way line for Vista Del Rio Drive as described in Book 1435 at Page 111 in the office of the Mesa County Clerk and Recorder from whence the Mesa County Survey Monument set for the East  $\frac{1}{4}$  Corner of said Section 7 bears S 39°58'56" E a distance of 845.25 feet, and considering the South line of the NE $\frac{1}{4}$  of said Section 7 to bear S 89°52'04" W with all bearings contained herein being relative thereto;  
thence N 73°23'39" E a distance of 89.04 feet;  
thence N 39°39'41" E a distance of 145.88 feet;  
thence N 16°48'33" E a distance of 214.37 feet to the intersection with the third (3rd) course of Easement Parcel No. One described above and the Point of Terminus,  
the side lines of said easement to be shortened or lengthened to intersect with the Easterly right-of-way line for Vista Del Rio Drive and to intersect with the side lines of Easement parcel No. One described above.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever, subject to the following terms, covenants, conditions and restrictions:

1. Grantor shall have the right to continue to use the real property burdened by these Easements for any lawful purpose which will not interfere with Grantee's full use and enjoyment of the Grantee's rights herein granted; provided, however, Grantor hereby covenants with Grantee that the easement areas 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 on, along, over, under, through and across the easement areas.

2. Grantor hereby covenants with Grantee that it has good title to the aforescribed premises; that it has good and lawful right to grant these Easements; that it will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

Signed this 2nd day of February, 1995.

V. Kevin Nourse  
V. Kevin Nourse, Attorney in Fact for  
B & P Development Company, L.L.C.

STATE OF COLORADO )  
  )ss.  
COUNTY OF MESA        )

The foregoing instrument was acknowledged before me this 2nd day of February, 1995, by V. Kevin Nourse as Attorney in Fact for B & P Development Company, L.L.C.

Witness my hand and official seal.

My commission expires 6-24-95

Jill A. Youll  
Notary Public 

