

BUT97RLS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: DUANE C BUTCHER AND BARBARA N
BUTCHER

STREET ADDRESS/PARCEL NAME/SUBDIVISION: RIDGES LIFT STATION
NO 2 RIDGEWAY DRIVE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: PERMANENT

DESTRUCTION DATE: PERMANENT

GRANT OF EASEMENT

DUANE C. BUTCHER and BARBARA N. BUTCHER, Grantors, for and in consideration of the sum of One Thousand Three Hundred Fifty Six and 00/100 Dollars (\$1,356.00), the receipt and sufficiency of which is hereby acknowledged, hereby grant and convey 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, a Perpetual Easement for ingress and egress purposes to access an existing sanitary sewage pump station, said easement being on, along, over, through and across Lot 9C, Block 2 of The Ridges Filing No. 1 situated in the SE 1/4 of Section 16, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described by the following metes and bounds, to wit:

Commencing at the Southeast Corner of Lot 9C, Block 2 of The Ridges Filing No. 1 with all bearings and distances contained herein being relative to the recorded plat of The Ridges Filing No. 1; thence S 73°01'05" W along the South boundary line of said Lot 9C a distance of 106.59 feet to the True Point of Beginning;
thence S 73°01'05" W a distance of 27.41 feet;
thence N 26°09'03" E a distance of 92.49 feet;
thence N 49°38'11" E a distance of 55.98 feet to a point on the Southerly line of an existing 20.0 foot wide Utility Easement;
thence S 78°31'53" E along said Southerly line a distance of 25.44 feet;
thence leaving said Southerly line, S 49°38'11" W a distance of 67.55 feet;
thence S 26°09'03" W a distance of 69.59 feet to the True Point of Beginning, containing 2,856.13 square feet as described herein and depicted on the attached Exhibit "A".

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. Grantee, as a condition of this grant, agrees to install and maintain gravel surfacing along surface of the easement herein granted and further agrees that entry to the easement area for the purposes herein described shall be conducted so as to cause minimum interference to Grantors and to Grantor's heirs, successors and assigns.
2. Grantors shall have the right to continue to use the real property burdened by this easement for any lawful purpose which will not interfere with Grantee's full use and quiet enjoyment of the rights herein granted; provided, however, Grantors hereby covenant with Grantee that the easement herein granted shall not be burdened or overburdened by the Grantors erecting or placing any improvements or structures thereon which might act to prevent reasonable ingress and egress on, along, over, through and across the easement.
3. Grantors hereby covenant with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant this easement; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

Signed this 7th day of June, 1996.

Duane C. Butcher
Duane C. Butcher

Barbara N. Butcher
Barbara N. Butcher

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 7th day of June, 1996, by Duane C. Butcher and Barbara N. Butcher.

Witness my hand and official seal.

Reagan Holguin
Notary Public

My commission expires: 3/97


