

CRO06HRZ

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	CROSSROADS VENTURE, LLC
PURPOSE:	SANITARY SEWER EASEMENT
ADDRESS:	760 HORIZON DRIVE HORIZON OFFICE BUILDING
PARCEL NO:	2705-312-01-001
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION:	NONE
DESTRUCTION:	NONE

WHEN RECORDED RETURN TO:  
City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

2301712 BK 4094 PG 487-488  
02/14/2006 04:41 PM  
Janice Ward CLK%REC Mesa County, CO  
RecFee \$10.00 Surchs \$1.00  
DocFee EXEMPT

**GRANT OF SANITARY SEWER EASEMENT**

Crossroads Venture, LLC, a Colorado Limited Liability Corporation, Grantor, for and in consideration of the sum of 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, for the benefit of the Persigo 201 Sewer System, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of sanitary sewer facilities and appurtenances related thereto, storm sewer facilities and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

A certain parcel of land for perpetual easement purposes lying in the West 1/2 of Section 31 in Township One North, Range One East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being described as follows:

The southerly fifteen (15) feet, as measured at right angles to Horizon Drive, of that part of Horizon Drive previously vacated by Book 1431 at Page 587 in the office of the Mesa County Clerk and Recorder, 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.

Executed and delivered this 21<sup>st</sup> day of JAN, 2006

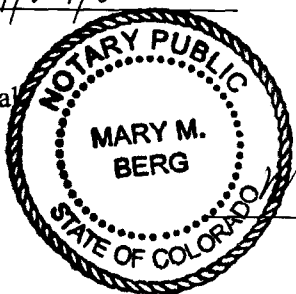
Crossroads Venture, LLC,  
A Colorado Limited Liability Corporation

*Steven H. Meyer*  
Steven H. Meyer, Managing Member

State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2006, by Crossroads Venture, LLC, A Colorado Limited Liability Corporation by Steven H. Meyer, Managing Member.  
My commission expires: 9/29/07

Witness my hand and official seal



*Mary M. Berg*  
Notary Public

MCSM  
N.W. CORNER  
SECTION 31



0' 50' 100' 150'



SCALE 1"=50'

HILARIA  
AVE.

HORIZON DRIVE

100'  
ROW

AREA VACATED BY ORDINANCE 2119  
BOOK 1431 PG 587

N 54°46'30" E  
242.46'  
N 54°46'30" E  
270.70'

S 35°13'30" E  
400.00'

48.97'

POB

3150.59'

N 00°00'00" E  
POC MCSM  
S.W. CORNER  
SECTION 31

SECTION 36  
T1N, R1W  
UTE MERIDIAN





SECTION 31  
T1N, R1E  
UTE MERIDIAN

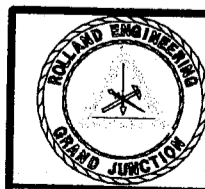
SECTION 01  
T1S, R1W  
UTE MERIDIAN

SECTION 06  
T1S, R1E  
UTE MERIDIAN

LOT 1 BLOCK 1  
GRAND JUNCTION TECHNOLOGICAL  
CENTER SUBDIVISION

**LEGEND**

-  MESA COUNTY SURVEY MARKER
-  POB POINT OF BEGINNING
-  POC POINT OF COMMENCEMENT
-  — SS — EXISTING SANITARY SEWER



ROLLAND ENGINEERING  
405 Ridgeway Blvd  
Grand Jct, CO 81503  
(970) 243-8300

File Name: PROJECTS\4020\EASEXHIBITS.dwg / SAN EXHIBIT			
<b>SEWER EASEMENT EXHIBIT</b>			
IN THE SW¼, NW¼ OF SECTION 31 T1N, R1E, U.M. MESA COUNTY, COLORADO			
Designed	Checked	Proj	Sheet
		4020	1
Drawn	Date	By	Of
	02/14/05		1

C:\PROJECTS\4020\EASEXHIBITS.dwg, SAN EXHIBIT, 2/15/2005 12:31:09 PM

RECORDER NOTE: POOR QUALITY DOCUMENT  
PROVIDED FOR REPRODUCTION