

DEL98NTH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: DORPER ENTERPRISES, LLC, GEORGE R. HARPER

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 2560 NORTH AVENUE, DRAINAGE
EASEMENT, PARCEL NO. 2945-124-00-024, NORTH AVENUE AT 28 ROAD

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

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1842658 04/22/98 0405PM
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$15.00 SURCHG \$1.00
 DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Dorper Enterprises, LLC, a Colorado limited liability company, Grantor, for and in consideration of the sum of Four Thousand Nine Hundred Twenty Six and 37/100 Dollars (\$4,926.37), 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 related facilities, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southeast Corner of Section 12, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, and considering the South line of the Southeast 1/4 of the Southeast 1/4 (SE1/4 SE1/4) of said Section 12 to bear N89°54'12" W with all bearings contained herein being relative thereto; thence N 89°54'12" W along the South line of the SE1/4 SE1/4 of said Section 12 a distance of 331.37 feet; thence leaving the South line of said SE1/4 SE1/4, N 00°00'19" W a distance of 244.30 feet to a point on the East boundary line of that certain tract of land described in Book 2161 at Page 327 in the office of the Mesa County Clerk and Recorder, said point being the **True Point of Beginning**;
 thence N 00°00'19" W along the East boundary line of said tract of land a distance of 75.70 feet to the Northeast corner of said tract of land;
 thence N 89°54'12" W along the North boundary line of said tract of land a distance of 20.00 feet;
 thence leaving said North boundary line, S 00°00'19" E a distance of 55.67 feet;
 thence S 44°54'12" E a distance of 28.33 feet to the Point of Beginning,
 containing 1,313.70 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 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 Grantor erecting or placing any structures thereon which may degrade the integrity of the storm drainage facilities situated therein 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 storm drainage pipeline and related facilities 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.

Executed and delivered this 8th day of APRIL, 1998.

Dorper Enterprises, LLC, a Colorado
limited liability company

George R. Harper
George R. Harper, General Partner

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 8th day of APRIL, 1998,
by George R. Harper as General Partner of Dorper Enterprises, LLC, a Colorado limited liability company.

My commission expires: 1-15-02

Witness my hand and official seal.

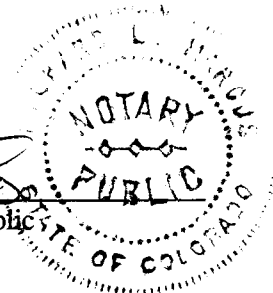
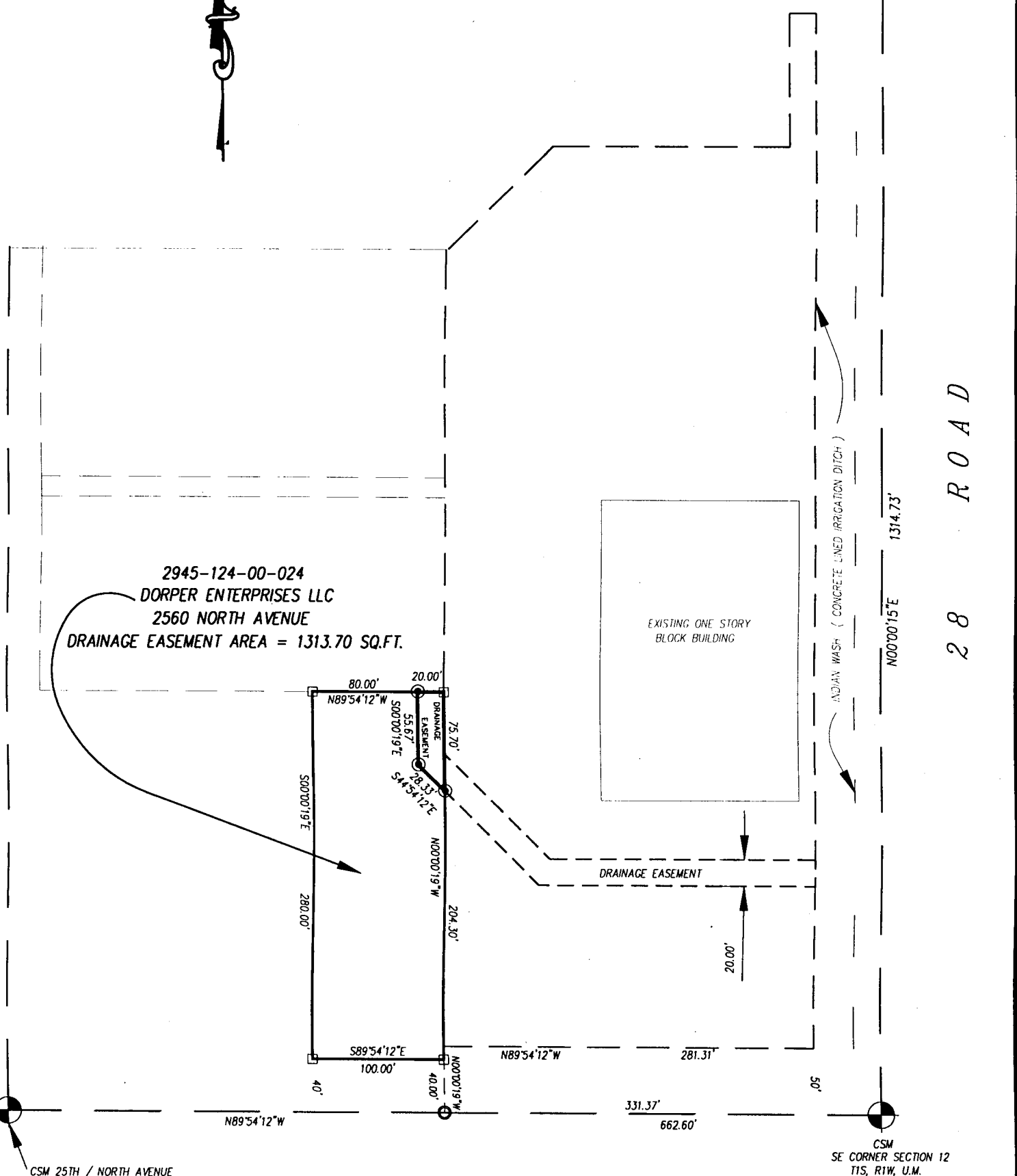
[Signature]
Notary Public


EXHIBIT "A"

CSM 28 ROAD/ELM
NE CORNER OF THE SE 1/4 SE 1/4
SECTION 12, T1S, R1W, U.M.



2945-124-00-024
DORPER ENTERPRISES LLC
2560 NORTH AVENUE
DRAINAGE EASEMENT AREA = 1313.70 SQ.FT.

EXISTING ONE STORY
BLOCK BUILDING

28 ROAD

NORTH AVENUE

DRAWN BY: SRP
DATE: 03-09-98
SCALE: 1" = 100'
APPR. BY: IW
FILE NO: REDPOINT2.DWG

EASEMENT DESCRIPTION MAP
DRAINAGE EASEMENT

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION