

FRS031ST

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: FIRST AVENUE LLC

PURPOSE: STORM SEWER EASEMENT - PERPETUAL
EASEMENT FOR THE INSTALLATION, OPERATION, MAINTENANCE,
REPAIR AND REPLACEMENT OF STORM WATER DRAINAGE FACILITIES

ADDRESS: 821 FIRST AVENUE - BLOCK 4, MILDDALE
SUBDIVISION

PARCEL#: 2945-231-01-020

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2003

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

3
PAGE DOCUMENT

WHEN RECORDED RETURN TO:

City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

Book 3393 Page 416

2128889 06/20/03 0252PM
JANICE WARD CLK&REC MESA COUNTY Co
REC FEE \$15.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF STORM SEWER EASEMENT

First Avenue L.L.C. Grantor, for and in consideration of the sum of Three Thousand Five Hundred Seventy and 00/100 Dollars (\$3,570.00), the receipt and sufficiency of which is hereby acknowledged, have 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 storm water drainage facilities, on, along, over, under, through and across the following described parcel of land, to wit:

A permanent easement in the NE1/4 of Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being fifteen feet in width and that part of vacated Eighth Street south of First Avenue and north of the northerly right-of-way line of the Union Pacific Railroad, the perimeter of which is described as follows:

Commencing at a City monument at the intersection of Eighth Street with First Avenue from whence a City Monument at the intersection of Eighth Street and Third Avenue bears S00°01'17"E 823.40 feet; thence S00°01'17"E 40.00 feet; thence N89°24'07"E 33.00 feet to the point of beginning; thence N89°24'07"E 15.00 feet; thence S00°01'17"E 156.42 feet to the northerly right-of-way line of the Union Pacific Railroad; thence S73°00'20"W, on said northerly right-of-way line, 15.68 feet; thence N00°01'17"W 160.85 feet to the point of beginning;

containing 2,380.00 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 area 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 storm water drainage facilities shall be performed with due care using commonly accepted standards and techniques.
3. Grantor hereby covenants with Grantee it has good title to the aforescribed premises; that it has good and lawful right to grant this Easement; it will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

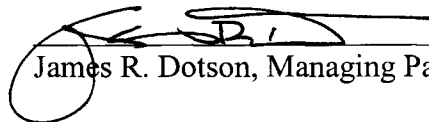
The foregoing legal description was prepared by Rick Mason, 405 Ridges Blvd. Suite A, Grand Junction, Colorado 81503

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REFERENCE

Executed and delivered this 17 day of JUNE, 2003.

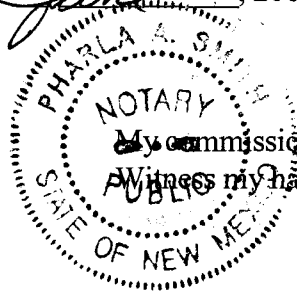
First Avenue L.L.C.

By:

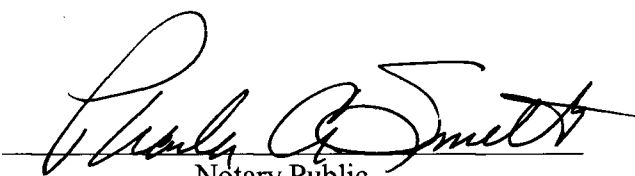

James R. Dotson, Managing Partner

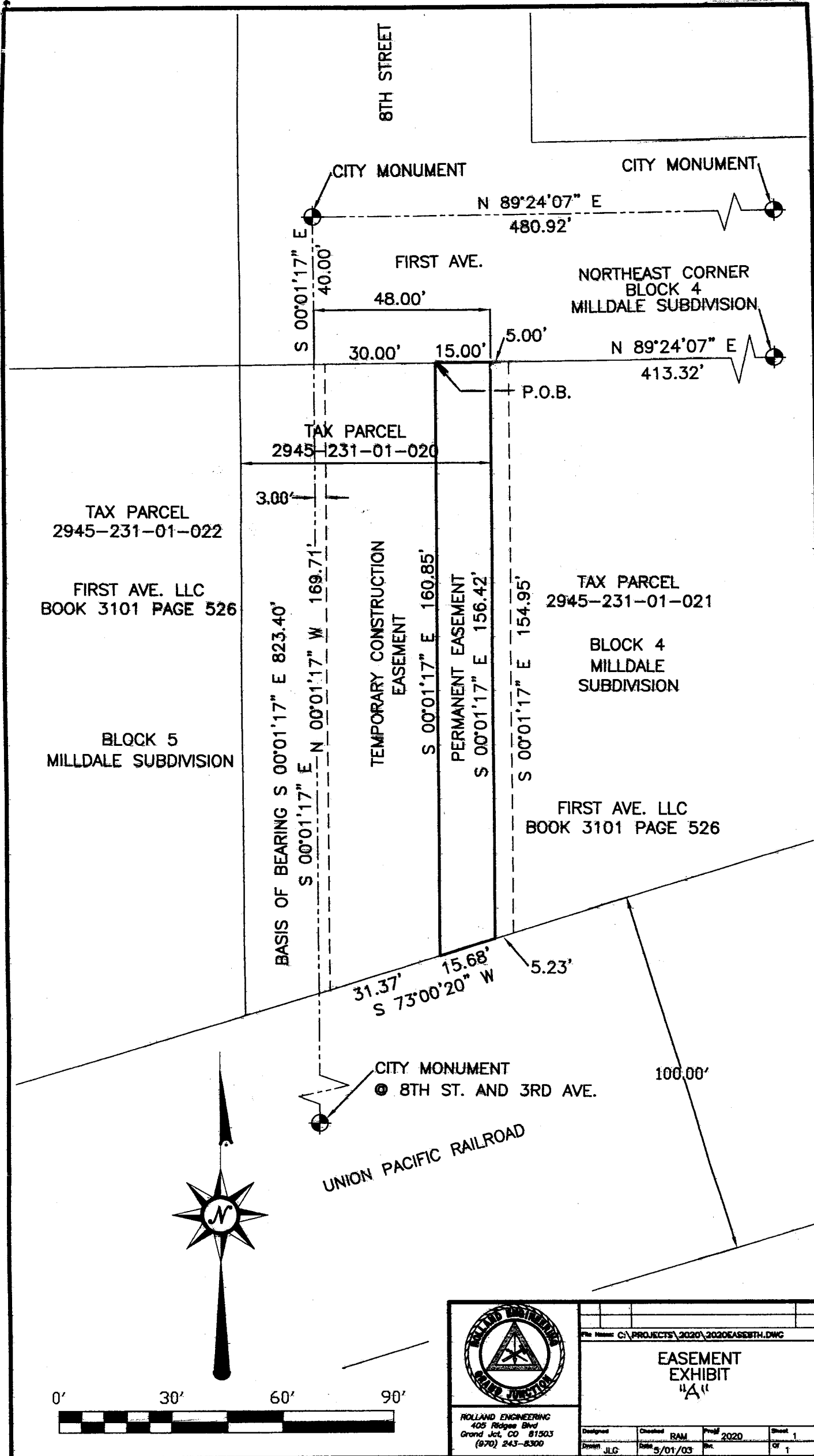
State of New Mexico)
)ss.
County of Bernalillo)

The foregoing instrument was acknowledged before me this 17 day of June, 2003, by First Avenue L.L.C., by James R. Dotson, Managing Partner.



My commission expires: 5/29/2007.
Witness my hand and official seal.


Notary Public



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

File Name: C:\PROJECTS\2020\2020CASE8TH.DWG			
EASEMENT EXHIBIT "A"			
Designed	Checked	Prof'd	Sheet
Drawn	Date	By	Of
JLG	5/01/03	RAM	1
		2020	1