

FWY08QAL

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	FAIRWAY VILLAS SUBDIVISION HOMEOWNERS ASSOCIATION
PURPOSE:	SANITARY SERVICE LINE EASEMENT
ADDRESS:	2185 QUAIL COURT
PARCEL #:	2947-271-58-000 TO 2947-223-00-948
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2008
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF SANITARY SEWER SERVICE LINE EASEMENT

Fairway Villas Subdivision Homeowners Association, a Colorado non-profit corporation, Grantor, whose address is 2185 Quail Court, Grand Junction, Colorado 81507 for and in consideration of the sum of Five Hundred Ninety-Nine and 00/100 Dollars (\$599.00), the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby 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 one (1) sanitary sewer service line and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land (the "Easement"), to wit:

A certain parcel located in the East half (E1/2) of Section 27, Township 11 South, Range 101 West of the 6th Principal Meridian, City of Grand Junction, Mesa County, State of Colorado, being more particularly described as follows:

Commencing at the southerly corner of Tract C, Block 1 of Fairway Villas Subdivision, as same is recorded in Book 4623 Pages 50 and 51 in the office of the Mesa County Clerk and Recorder, and considering the southwesterly line of said Tract C to bear S48°53'40"E with all bearings herein being relative thereto; thence N69°40'05"E, along the easterly line of said Tract C, a distance of 5.69 feet to the POINT OF BEGINNING; thence N48°53'40"W, on a line 5 feet northeasterly of and parallel with the southwesterly line of said Tract C, a distance of 211.30 feet; thence S41°06'20"W a distance of 5.00 feet to the southwesterly line of said Tract C; thence N48°53'40"W, along said southwesterly line, a distance of 10.00 feet; thence N41°06'20"E a distance of 15.00 feet; thence S48°53'40"E, along a line 15 feet northeasterly of and parallel with said southerly line, a distance of 226.75 feet to the easterly line of said Tract C; thence S69°40'05"W, along said easterly line, a distance of 11.39 feet, more or less, to the point of beginning.

Containing 2,290.24 square feet, more or less, 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 ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use the Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the function of standard utility, construction and repair machinery, subject to the terms and conditions contained herein.

1. All rights granted herein are limited to the specific grant(s) described herein. Grantor reserves to itself and its successors and assigns all rights not specifically granted to Grantee herein, including the right to grant third parties successive easements and rights-of-way across the Easement, so long as such easements and rights-of-way do not substantially interfere with Grantee's rights granted herein. Notwithstanding the foregoing, Grantor hereby covenants with Grantee that the Easement 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.
2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques without cost to Grantor.
3. This instrument is made subject to any and all existing easements, rights-of-way, pedestrian access rights, storm water and other agreements, liens, burdens, encumbrances, restrictions and defects in title affecting the Easement. Grantor makes no warranties of any nature concerning its right, title or interest in or to the Easement. In the event of a whole or partial failure of any such right, title or interest, Grantor shall not be liable for any damages caused to Grantee, Grantee having relied upon its determination of title prior to the execution of this instrument.

Executed and delivered this 30th day of DECEMBER, 2008.

Fairway Villas Subdivision Homeowners Association,
a Colorado Non-Profit Corporation

By: Clifton Anson
Clifton Anson, President

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 30th day of December, 2008 by Clifton Anson, President of Fairway Villas Subdivision Homeowners Association, a Colorado Non-Profit Corporation.

My commission expires _____
Witness my hand and official seal.



My Commission Expires 03/03/2010

Peggy Hunter
Notary Public

The foregoing Easement has been approved by GJ Development, LLC, owner of all of the lots in Fairway Villas Subdivision, as required by the Colorado Common Interest Ownership Act, specifically C.R.S. § 38-33.3-312(1).

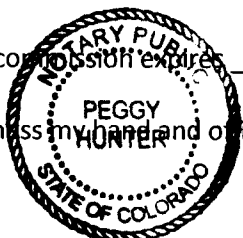
GJ Development, LLC,
a Colorado Limited Liability Company

By: Clifton Anson
Clifton Anson, Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 30th day of December, 2008 by Clifton Anson, Manager of GJ Development, LLC, a Colorado Limited Liability Company.

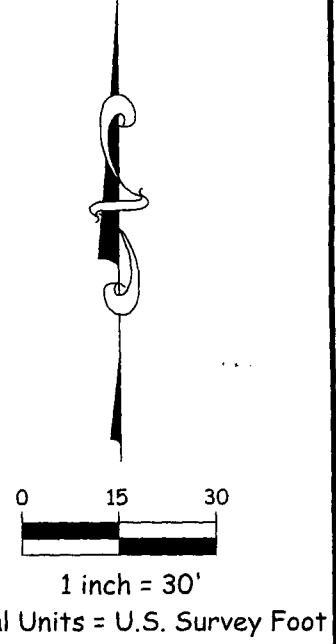
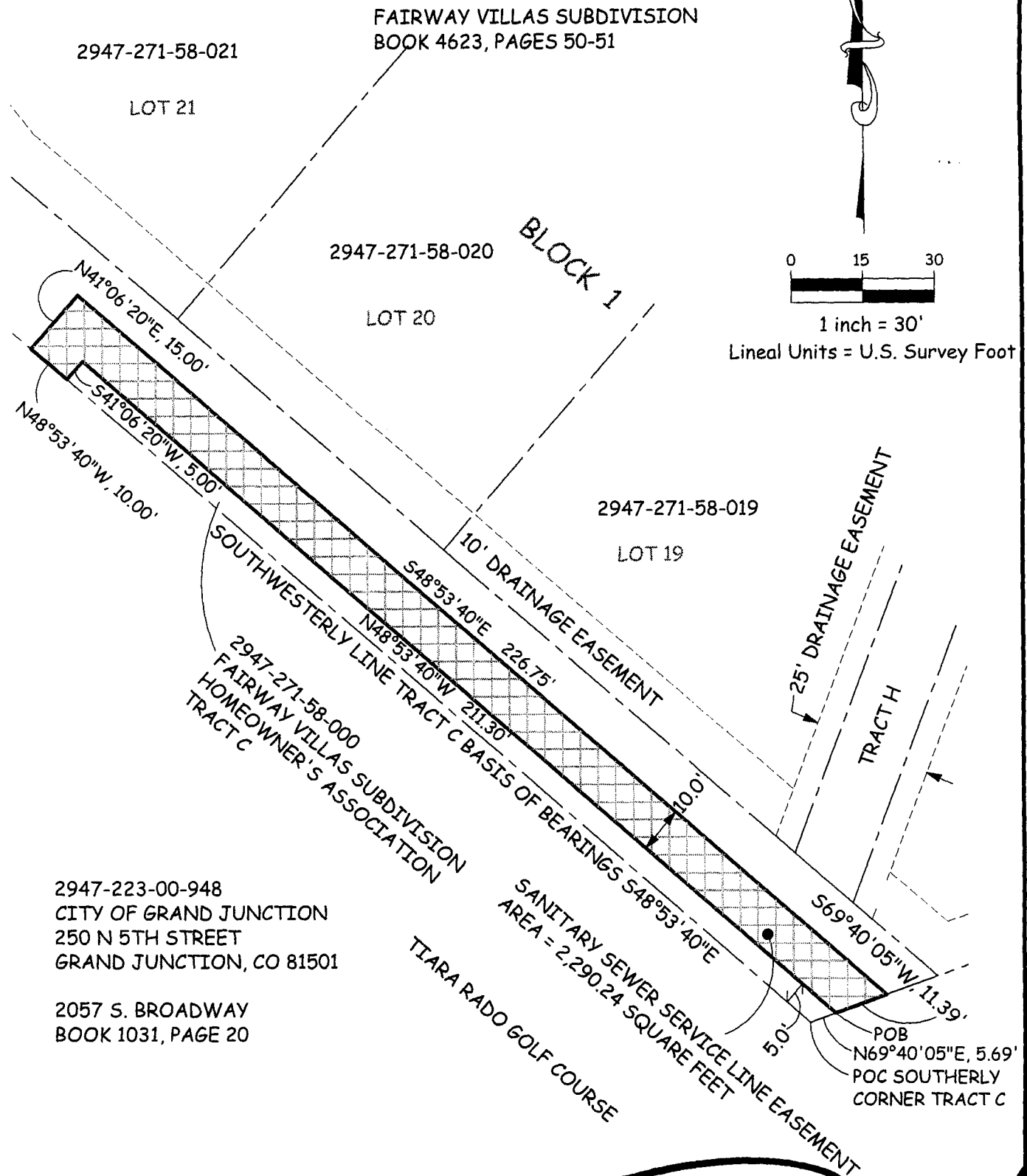
My commission expires _____
Witness my hand and official seal.



My Commission Expires 03/03/2010

Peggy Hunter
Notary Public

EXHIBIT "A"



N:\LandPro\1\Tiara Rado Sewer\TiaraRadoBase.dwg_10/23/2008 2:31:04 PM

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

ABBREVIATIONS	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN



DRAWN BY: MG
DATE: 10-23-2008
SCALE: 1" = 30'
APPR. BY: PTK

FAIRWAY VILLAS
SANITARY SEWER SERVICE EASEMENT
2947-271-58-000 to 2947-223-00-948

