

GJN038TH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: GRAND JUNCTION
NEWSPAPERS, INC.

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

ADDRESS: 734 SOUTH 7TH STREET - BLOCK 11 OF
MILLDALE SUBDIVISION

PARCEL#: 2945-231-02-023

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2003

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF STORM SEWER EASEMENT

Grand Junction Newspapers, Inc., a Delaware Corporation, Grantor, for and in consideration of the sum of Fourteen Thousand Eight Hundred Two and 95/100 Dollars (\$14,802.95), 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 storm water drainage facilities, on, along, over, under, through and across the following described parcel of land, to wit:

A permanent easement situate in the NE1/4 of Section 23, Township One South, Range One West of the Ute Meridian, in the City of Grand Junction, Mesa County, Colorado; the perimeter of which is described as follows:

Commencing at a city monument at the intersection of 8th Street with Third Avenue, from whence a city monument at the intersection of 8th Street with First Avenue bears N00°01'17"W 823.40 feet; thence N00°01'17"W 168.75 feet; thence S86°26'17"E 29.71 feet to the point of beginning; thence N00°01'17"W, parallel with said monument line, 118.32 feet; thence N90°00'00"E 5.00 feet; thence N00°01'17"W, parallel with said monument line, 232.01 feet to the southerly right-of-way line of the Union Pacific Railroad; thence N73°00'20"E, on said right-of-way line, 31.37 feet; thence S00°01'17"E, on the easterly line and the extension thereof of that certain tract described in Book 1203 at Page 150 in the real property records of the Mesa County Clerk and Recorder, for a distance of 361.67 feet; thence N86°26'17"W 35.07 feet to the beginning,

containing 11,278.44 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 hereby agrees to indemnify and hold Grantor harmless from and against any claims, suits, judgments, losses, damages, costs, expenses (including, without limitation, reasonable legal fees and disbursements), fines and penalties resulting from the use of the Easement by Grantee or its employees, invitees, agents and/or contractors, except those caused by the gross negligence or willful misconduct of Grantor or Grantor's employees, invitees, agents and/or contractors

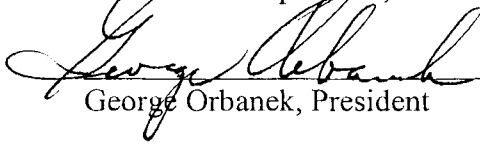
The foregoing legal description was prepared by Rick A. Mason, Rolland Engineering, 405 Ridges Blvd., Grand Junction, Colorado 81503

3. 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.

4. 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 claiming by, through or under Grantor.

Executed and delivered this 20th day of August, 2003.

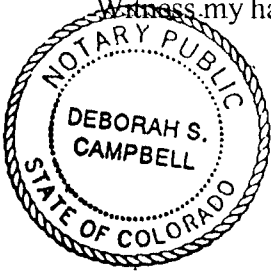
By:
Grand Junction Newspapers, Inc.,
a Delaware Corporation,

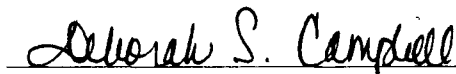

George Orbanek, President

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 20th day of August, 2003, by Grand Junction Newspapers, Inc., a Delaware Corporation, by George Orbanek, President.

My commission expires: 11/10/05.
Witness my hand and official seal.




Notary Public

CITY MONUMENT
@ 8TH ST.
AND 1ST AVE.

SOUTH LINE OF
UNION PACIFIC RAILROAD

N 73°00'20" E
26.18' 31.37'

UNION PACIFIC RAILROAD
(BOOK 1733 PAGE 799)

PARCEL 1
(BOOK 1348 PAGE 32)

GRAND JUNCTION
NEWSPAPERS, INC.
(BOOK 1203 PAGE 150)
(BOOK 1348 PAGE 42)

PARCEL 2
(BOOK 1203 PAGE 150)

25.00' 30.00'

TEMPORARY CONSTRUCTION
EASEMENT

EAST PROPERTY
LINE

JOHN BONELLA
(BOOK 2855 PAGE 733)

BLOCK 12
MILLDALE
SUBDIVISION

N 00°01'17" W 341.44'
N 00°01'17" W 823.40'

N 00°01'17" W 232.01'

S 00°01'17" E 361.67'

N 00°01'17" W 118.32'

PERMANENT EASEMENT

N 90°00'00" E
5.00'



PERMANENT P.O.B.
TEMPORARY P.O.B.

9.67' 20.04' 35.07'
N 86°26'17" W

20.00' ALLEY

168.75'

8TH STREET
(80' R.O.W.)

LOT 32

LOT 31

LOT 30

CITY MONUMENT
@ 8TH ST.
AND 3RD AVE.



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

File Name: C:\2020\EASEMENT\EASE3.DWG

EASEMENT
EXHIBIT

Designed	Checked	RAM	Proj#	2020	Sheet	1
Drawn	JLG	Date	6/02/03	Rev	of	1